INVITATION FOR BIDS
FOR
SECURITY SURVEILLANCE CAMERAS & CONTROL ROOM UPGRADE
YERBA BUENA GARDENS, SAN FRANCISCO, CA

Bidding Requirements, Contract Forms, Conditions of Contract

Date of Issuance: January 24, 2020
Pre-Bid Meeting: February 14, 2020 10:00 AM
Requests for Information Due: February 21, 2020 5:00 PM
RFI Responses Due: February 28, 2020 5:00 PM
Bids Due: March 6, 2020 12:00 PM

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN THAT sealed Bids will be received by the Contract Officer of MJM Management Group (MJM) at 750 Howard Street, San Francisco, CA 94103, until March 6, 2020 at 12:00 PM to provide new Security Equipment to the Yerba Buena Gardens and other Work indicated in the Contract Documents.

A mandatory pre-bid site visit and conference will be held at 10:00 AM, February 14, 2020 at Yerba Buena Gardens Management Office, 750 Howard Street, San Francisco, CA 94103. Due to the complexity of the project, all bidders must attend the site visit and pre-bid conference. Follow-up site visits may not be available. Potential bidders will meet at the Yerba Buena Gardens Management Office for the site visit, which will be followed by the pre-bid conference. At this Conference, members of MJM staff will be available to answer questions pertaining to the Contract Documents, Specifications, and SBE workforce requirements.

Bidders must possess a valid Contractor Type C-10 Electrical and/or Contractor Type C-7 Low Voltage License and shall maintain said license(s) during the entire term of the Contract.

All Requests for Information (RFI) and/or Requests for Approved Equals during the solicitation phase of this project shall be directed to Brian Sales, Contract Officer, at the address above. You may email your written requests to bsales@ybgardens.com. All Requests for Information and Requests for Approved Equals concerning this project must be received in writing by MJM no later than 5:00 p.m. on February 21, 2020. MJM written Response to Questions and Requests for Approved Equals shall be posted on the Yerba Buena Gardens Conservancy (YBGC) website (http://www.ybgconservancy.org/), and Yerba Buena Gardens website (http://yerbabuenagardens.com/) no later than February 28, 2020.

Whether mailed or personally delivered, Bids must be addressed to Brian Sales, Contract Officer, at 750 Howard Street, San Francisco, CA 94103, by the date and time set forth in the Solicitation Documents. No late Bids will be accepted.

Only signed Addenda issued by MJM are binding. Bidders are required to acknowledge receipt of all Addenda with their Bids. Bids must be accompanied by a Bid Security in the form of a Certified or Cashier's Check, Bidder's Bond, or Irrevocable Stand by Letter of Credit in the amount of $5,000.00, as further defined in the Special Provisions. The Bid Security shall be retained by MJM and applied to any damages sustained by MJM in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it.

MJM intends to award the Contract to the lowest responsive, responsible Bidder based on price, full completion of bid forms, and owner’s consideration of contractor eligibility. MJM reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. MJM specifically reserves the right to not award the Contract after the opening of bids.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, both in the amount set forth in the IFB.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of MJM withholding funds from progress payments (retention) during the Project.

Bids will be examined within 30 calendar days of the Bid opening. No Bidder may withdraw its Bid for a period of 30 calendar days after the date of opening of the Bids. Each Bidder will be notified in writing of MJM’s intent to award a Contract.

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the
time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.)

For federally funded projects, the contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a). Each bidder must submit proof of contractor registration with DIR (e.g., a hard copy of the relevant page of the DIR’s database found at: https://efiling.dir.ca.gov/PWCR/Search). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

Attention is directed to the Contract Documents for complete details and bid requirements. Said documents, including bid forms, bonds, and this Notice, shall be considered as a part of any Contract made pursuant to this solicitation. Copies of the Contract Documents are available at the Yerba Buena Gardens Office at 750 Howard Street, San Francisco, CA and or requested via email at: bsales@ybgardens.com.

In keeping with the overall mission of YBGC and its financial policies and procedures, it is the policy of YBGC to competitively bid for the procurement of goods and services and to attempt to locate and purchase goods and services with Minority and Women Owned Businesses (MBE/WBE). Staff will consult with the City and County of San Francisco Human Rights Commission and the Bay Area Purchasing Council MBE/WBE business guides and directories to identify and use minority/women owned business resources where possible.

All contracts must comply with the section of this document related to Community Development Block Grant Contracting Requirements and any applicable restrictions in the CB-1 Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens, the Central Block 1 Retail Lease, and the “Metreon” Lease. All contracts must also comply with the applicable provisions of the YBGC Lease.

MJM hereby notifies all Bidders that it is the policy and responsibility of MJM to ensure nondiscrimination on the basis race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of protected classes in the award and administration of contracts that it awards on behalf of YBGC. Bidders are advised that the contract is administered by MJM on behalf of the Yerba Buena Gardens Conservancy (YBGC). Accordingly, this contract is subject to the equal opportunity program requirements set forth in the Personal Service Contract between MJM and YBGC, including a 50 percent Small Business Enterprise (SBE) participation goal and a 50 percent local hiring requirement for each construction trade. The successful Bidder will cooperate with MJM and YBGC in meeting its commitments and goals with regard to the maximum utilization of SBEs and local workforce. For SBE assistance, please contact Mary McCue at 415-820-3553. The contract is also subject to the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code.

Pursuant to Section 1773 of the Labor Code, this contract is a public works project subject to the general prevailing rates of per diem wages and the general prevailing rates for regular (straight) time, holiday, and overtime work in San Francisco County for each craft, classification and type of worker needed to execute the Contract shall be set forth in the current General Prevailing Wage Determinations made by the Director of the California Department of Industrial Relations pursuant to California Labor Code Sections 1720 et. seq. The current General Prevailing Wage Determinations are incorporated into this contract and are available online at www.dir.ca.gov/dlsr/pwd/index.htm or may be reviewed at MJM offices. Should the general prevailing wage rates not specify a wage determination for a particular type of worker, attention is directed to 8 CCR 16202(b) regarding petitioning the Director of the California Department of Industrial Relations for a special wage determination. MJM has made no request for such determination as MJM does not know the specific type of workers intended by Contractor for this project. MJM has not established a labor compliance program. Responsibility for labor law enforcement remains with the Division of Labor Standards Enforcement.
In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards and with all applicable laws and regulations will be required.
GENERAL CONDITIONS AND INSTRUCTION FOR BIDDERS

The General Conditions and Instructions for Bidders (General Conditions) apply to all bidding except in-so-far as they may be modified by the Special Provisions, Technical Specifications, Bid Forms, or Addenda.

1. DEFINITION OF TERMS

Whenever in the bid or Solicitation Documents, the following terms or pronouns in place of them or abbreviations are used, the intent and meaning shall be interpreted as follows:

“Bid” means an offer submitted to MJM in response to an Invitation for Bids (IFB) that is not subject to negotiation.

"Bid Documents" or "Solicitation Documents" or "Specifications" mean the Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, Bond Forms, Addenda, Exhibits, and Appendices, if any.

“Bid Form” means that part of the bid which contains the bid items, price, and other supporting information.

“Bidder” means the firm or individual submitting the bid.

“Contract” or “Agreement” is used interchangeably and means a binding understanding, enforceable by law, between two or more competent parties, obligating the seller to furnish the supplies or services and the buyer to pay for them.

“Contract Officer” means an employee or agent of MJM responsible for the acquisition of supplies, materials, equipment, and services under the Contract.

"Contractor" means the successful Bidder to whom a Contract is awarded.

"Days" means calendar days unless otherwise indicated.

“YBGC” means the Yerba Buena Gardens Conservancy.

“YBGC Lease” means that certain lease dated June 30, 2019 whereby the City and County of San Francisco, as lessor, leased the real property commonly known as Yerba Buena Gardens to YBGC, as lessee.

“Executive Director” means the Executive Director of the Yerba Buena Gardens Conservancy (YBGC).

"MJM" means MJM Management Group and is the agent of YBGC.

“Personal Services Contract” means the Personal Services Contract [Property Management Services – Yerba Buena Gardens] dated July 1, 2009, and as subsequently amended, between MJM and YBGC (as successor-in-interest to the former Redevelopment Agency of the City and County of San Francisco).

“YBG” means Yerba Buena Gardens and is the Operations Management of the Gardens.

"General Manager” means the General Manager of Yerba Buena Gardens.
2. EXPLANATIONS AND CLARIFICATIONS

A. Request for Interpretation or Correction.
Prospective Bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a Bid for the proposed Contract, to contact the Contract Officer and request in writing, before bidding, an interpretation or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent Bidder.

Any interpretation, change or correction of said Contract Documents will be made by addenda only, duly issued by MJM. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all Bidders whether or not actual notices of such addenda are shown.

B. Interpretations or Corrections Binding.
Only the written interpretation or correction so given by MJM shall be binding. All oral modifications of the Contract Documents are void and ineffective.

3. FORM OF BID AND SIGNATURE

The bid shall be made on the Bid Form(s) provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Bidder is an individual, the bid shall be executed personally by the Bidder. If the Bidder is a co-partnership, it is desirable that the bid be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief finance officer, assistant chief financial officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written bids on its behalf. If the Bid Form is executed by a person other than an officer, or by only one officer, there must be attached to the bid a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the Bidder is a joint venture, the bid must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Bidder is Limited Liability Company (LLC), the bid must be executed by an officer or member with the authority to bind the LLC in contract. The Bidder must attach evidence of the signatory's authority to bind the LLC in contract. Bids submitted in any other form will be considered non-responsive and may be rejected. No faxed or electronically-submitted bids or modifications will be considered.

4. BID FORM

Blank spaces on the Bid Form shall be properly filled in. The format and language of the Bid Form must not be changed and no additions shall be made to any of the items. Alteration by erasures or interlineation must be explained or noted on the Bid Form over the signature of the Bidder. If the unit price and the total amount named by the Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors that appear on the face of the bid will be corrected by MJM and MJM will use the mathematically correct Grand Total Bid Price in determining the lowest monetary Bidder.

Unless otherwise stated in the Solicitation Documents, the Bidder shall include freight or delivery charges in the total price in its bid.
Submission of an alternative bid(s) except as specifically called for in the Solicitation Documents may render both bids non-responsive and may cause their rejection.

5. OR APPROVED EQUAL CLAUSE
In order to establish a basis of quality, certain materials, processes, or types of machinery and equipment may be specified in the Solicitation Documents by describing the process, by designating a manufacturer by name, brand, or product number, or by specifying a kind of material. It is not the intent of these Solicitation Documents to exclude other processes, equipment, or materials of equal value, utility, or merit which are approved by MJM. Requests for approved equals are further detailed in the Special Provisions.

6. 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 this Contract, unless otherwise provided herein. MJM 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 its work, and all other taxes properly assessed against equipment or other property used in connection with its 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.

7. CASH DISCOUNT
The Bidder must state cash discount offered on Bid Form. The cash discount will not be considered in determining the lowest responsible and responsive Bidder. MJM will not accept a cash discount with a term of less than ten days.

8. UNAUTHORIZED CONDITIONS
Unauthorized conditions, limitations, or provisions attached to a bid will render the bid non-responsive and may cause its rejection. No telegraphic bids or modifications will be considered.

9. BIDDER'S SECURITY
Unless otherwise noted in the Special Provisions, each Bidder shall furnish and submit with its bid one of the following forms of Bidder's Security:

a) Unconditional “certified check”, “cashier's check”, or “official check” drawn on a solvent bank payable to the order of MJM Management Group;

b) A Bidder's Bond using the form entitled "Bidder's Bond," provided with the Bid Forms, which is properly executed by the Bidder and an admitted surety insurer and is accompanied by the corporate surety's power of attorney. The surety's signature shall be notarized and the surety shall be acceptable to MJM; or

c) An Irrevocable Stand-by Letter of Credit, a sample of which is provided in the Bid Forms.

No personal or business checks will be accepted. The Bidder's Security shall be in the amount as specified in the Special Provisions.
Any condition or limitation placed upon the check or any alteration of the form of bond or Irrevocable Stand-by Letter of Credit, or imperfection in its execution will render it informal and may, at the option of MJM, result in a rejection of the bid under which such check, bond, or Irrevocable Stand-by Letter of Credit is submitted. The Bidder's Security shall be a guarantee that the Bidder, if awarded the Contract, will execute the required Contract and bonds within 10 days after such Contract has been awarded to it or such additional time as may be allowed by MJM. If the Bidder fails or refuses to execute the required Contract and bonds within that time, the money and proceeds from the Bidder's Security shall be applied towards payment of the resulting damage to MJM of the delay and the necessity of accepting a higher or less desirable bid. The amount of the Bidder's Security shall not constitute a limitation upon the right of MJM to recover for the full amount of such damage. The Bidder's Security shall remain in full force and effect until a written Contract is executed and all the required bonds are furnished.

The Bidder's Security of the successful Bidder and the next two lowest Bidders will be returned after execution of the Contract with the successful Bidder and the approval and acceptance on behalf of MJM of all other Contract bonds and insurance requirements. The Bidder's Security of the other Bidders not one of the three lowest, will be returned promptly after the bids have been opened and reviewed by MJM.

10. PUBLIC RECORDS

The California Public Records Act (commencing at California Government Code Section 6250) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, substitution, response to these specifications, protest, or any other written communication between MJM and the Bidder shall be available to the public.

If the Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder’s competitive position if disclosed, the Bidder shall request that MJM withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Bidder may not designate its entire bid as confidential. Additionally, the Bidder may not designate Bid Forms as confidential.

If the Bidder requests that MJM withhold from disclosure information identified as confidential and MJM complies with the Bidder’s request, the Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless MJM, YBGC, and the City and County of San Francisco, and their respective commissioners, officers, directors, employees, agents, and representatives from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to withholding Bidder information. The Bidder shall not make a claim, sue, or maintain any legal action against MJM, YBGC, or its directors, officers, employees or agents in connection with the withholding from disclosure of Bidder information.

If the Bidder does not request that MJM withhold from disclosure information identified as confidential, MJM shall have no obligation to withhold the information from disclosure and may release the information sought without liability to MJM.

11. SUBMISSION OF BID

Prior to the time and date specified in the Notice Inviting Sealed Bids (Notice), Bidders shall deliver three counterparts of the bid (one original and two duplicates) to the Contract Officer, at the address shown in the Notice. All bids shall be in a sealed envelope and properly marked with the Solicitation
12. WITHDRAWAL OF BID

A Bidder may withdraw its bid before the expiration of the bid due date and time without prejudice to itself, by submitting a written request for bid withdrawal to the Contract Officer. The request shall be executed by the Bidder or its duly authorized representative.

A telephonic request is not acceptable. MJM will accept email transmissions of properly executed requests that are received by MJM prior to the time fixed in the public notice for the opening of Bids. MJM will not be responsible for interruptions, delays, or any other unsuccessful email transmission of Bid withdrawals, whether or not caused by MJM’s equipment. The withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid. Whether or not Bids are opened exactly at the time fixed in the public notice opening Bids, a Bid will not be received after that time, nor may any Bid be withdrawn after the time fixed in the public notice for the opening of Bids.

13. BID OPENING

At the due date and time specified in the Notice, the Contract Officer or designee, will open, examine, and publicly read all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. All bids will then be examined, usually within 30 days from receipt of bids. MJM reserves the right to postpone the bid opening for any reason.

14. SOLE BID EVALUATION

In the event a single bid is received, MJM may conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. It should be recognized that a price analysis involves a comparison with other similar procurements and must be based on an established or competitive price for the products subject to the comparison. The comparison must be made with a purchase of similar volume and involving similar specifications. Where a difference exists, a detailed analysis must be made of the price differential and costs or reasons associated therewith.

Where it is impossible to obtain a valid price analysis, it may be necessary for MJM to conduct a cost analysis of the bid price, which process entails examination and evaluation of the separate cost/profit elements of the bid quotation. The Bidder will be expected to cooperate in this process and to furnish MJM with any and all requested documentation necessary to undertake the required analyses.

15. BIDDER’S WAIVER

The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Specifications. The Bidder shall warrant that it has checked its bid for errors and omissions; that the prices stated in its bid are correct, and as intended by it, and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Solicitation Documents. The Bidder waives any claim for the return of its Bidder’s Security if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the Contract.

16. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Bidder may be required, upon request of the Contract Officer, to prove to MJM's satisfaction that it has the necessary skill, experience, facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time.
17. **NON-COLLUSION CERTIFICATION**

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham, collusive, or made in the interest or on behalf of any person therein named. The Bidder also represents that it has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder.

18. **PENALTY FOR COLLUSION**

If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its sureties shall be liable to MJM for all loss or damage which MJM may suffer thereby; and MJM may re-award the Contract pursuant to appropriate procedures.

19. **INTEREST OF PERSONNEL**

By submitting a bid, the Bidder represents and warrants that to the best of its knowledge, no director, officer or employee of MJM or YBGC is in any manner interested directly or indirectly in the bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Title 1, Division 4, Chapter 1, Article 4 (commencing with Section 1090) or Title 9 (commencing with Section 81000) of the Government Code of the State of California.

20. **PROHIBITED INTEREST**

No member, officer, or employee of MJM, during his or her tenure or for one year after that tenure, shall have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making a formal or informal appearance, or any oral or written communication, before MJM or any officer or employee of MJM for a period of one year after leaving office or employment with MJM if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a Contract.

21. **AWARD OR REJECTION OF BIDS**

Award will be made or bids will be rejected by MJM within the time specified in the Special Provisions or Bid Forms, or if not specified, within a reasonable time after bids have been opened. MJM may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any former Contract with MJM. Also, MJM reserves the right to waive any irregularities or informalities in any bid or in the bidding procedure. If an award is made, it shall be made to the lowest responsive and responsible Bidder. All Bidders shall be notified of the award.

22. **BID PROTEST PROCEDURES**

Copies of the complete bid protest procedures are available at the office of the Contract Officer. Failure to comply with any of the requirements set forth in MJM’s written bid protest procedures may result in rejection of the protest.

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered by the Bidder prior to the advertised bid due date, shall be filed in writing with the Contract Officer, not later than five calendar days prior to the bid due date. The protest must clearly specify in writing the grounds and evidence on
which the protest is based. Staff shall respond to the protest with a written determination prior to the bid due date.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised bid due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Contract Officer, within five days of postmark, faxed date, or other form of notification of MJM’s notice of Contract award recommendation. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

The Contract Officer shall work through YBGC to reach a determination regarding Bid Protests that meet the above requirements. The Contract Officer shall notify the Bidder of Bid Protest Determinations prior to issuance of MJM’s Notice of Contract Award Recommendation. YBGC will make final determinations regarding bid protests and will not provide an option to appeal.

23. **TIME FOR EXECUTION OF CONTRACT AND FILING BOND**

The Bidder to whom award is made shall execute a written Contract with MJM on MJM’s form of Contract and furnish the other bond(s) as required within 10 days of receiving the form of Contract and bond(s) for execution from MJM.

If the Bidder to whom award is made fails to enter into the Contract as provided and furnish the required bond(s), the award may be annulled. An award may, at the discretion of MJM, be made to the Bidder whose bid is next most acceptable in the opinion of MJM and such Bidder shall fulfill every condition in the Solicitation Documents and form of Contract as if it were the party to whom the first award was made.

24. **DOCUMENTS DEEMED PART OF CONTRACT**

The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Forms, Technical Specifications, Appendices, Exhibits, and Addenda, if any, will be deemed parts of the Contract.

25. **MANNER OF EXECUTION OF CONTRACT**

If the Contractor is an individual, the Contract shall be executed personally by the Contractor. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief finance officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Contract is executed by a person other than an officer or by only one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Contractor is an LLC, the Contract must be executed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC.

26. **FAITHFUL PERFORMANCE BOND/PERFORMANCE SECURITY**

Unless otherwise noted in the Special Provisions, upon execution of the Contract, the Contractor shall execute and deliver to MJM, at its own expense, a Performance Bond on MJM’s form and issued by an admitted surety insurer in the amount as stated in the Special Provisions. Alternatively,
the Contractor shall deposit with MJM a “Certified Check”, “Cashier's Check”, or an “Official Check” upon a solvent bank payable to MJM Management Group or an Irrevocable Stand-by Letter of Credit for the faithful performance of the Contract. No personal or business checks will be accepted. The Performance Bond or equivalent security shall remain in full force and effect for the entire term of the Contract, including option terms, if any. MJM must give its written consent to any substitution of surety and maintains the right to reject a proposed substitution.

27. EFFECT OF EXTENSIONS OF TIME
Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment required under the Contract will not release Contractor or the surety from Contractor's Performance Security.

28. MATERIAL AND WORKMANSHIP
All materials, parts, and equipment furnished by the Contractor shall be new, high grade and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with these specifications. The Contractor shall extend full access to MJM to its manufacturing facilities during normal working hours so that MJM can inspect and monitor the Contractor's compliance with its established quality assurance procedures and MJM's Specifications.

Any material or equipment not conforming to the requirement of these Solicitation Documents or found to be damaged or defective at the time of delivery shall be replaced by the Contractor without additional cost to MJM.

If the Contractor shall fail to comply promptly with any order of the Contract Officer, to replace or repair damaged or defective material, equipment or work, the Contract Officer shall, upon written notice to the Contractor, have the authority to deduct the cost of such replacement or repair from any compensation due to the Contractor.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these General Conditions and Instructions for Bidders.

29. INSPECTION/ACCEPTANCE
If MJM determines that there are any defects or deficiencies in the material or work, MJM will send a rejection letter outlining any defects or deficiencies. The Contractor shall rectify these defects or deficiencies within five days of postmark, faxed date, or other form of notification, unless MJM approves otherwise in writing. If the Contractor fails or refuses to rectify these defects or deficiencies to MJM's satisfaction, MJM may arrange to procure new material or correct the defective work at the Contractor's expense. MJM may opt to deduct the amount for the new material or corrective work from any amounts due to the Contractor under this Contract.

30. WARRANTY OF TITLE
The Contractor shall warrant to MJM, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to MJM or to its successor or assigns, is free from all liens and encumbrances.

31. WARRANTY
The Contractor guarantees and warrants that all work performed and items supplied under this
Contract shall (1) conform to the Technical Specifications and all other requirements of this Contract; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, MJM does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

32. APPROVAL BY THE GENERAL MANAGER

MJM reserves the right to direct and supervise the work under this Contract through its General Manager and its properly authorized agents on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract.

33. CONTRACTOR'S LIABILITY

The Contractor shall indemnify, defend, and keep and save harmless MJM, YBGC and the City and County of San Francisco and each of their commissioners, directors, officers, employees, representatives, agents, successors, and assigns against all suits or claims that may be based on any injury to, or death of, any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees, unless the injury was caused by the willful misconduct or the sole or active negligence on the part of MJM, its agents, officials or employees. The Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom. If any judgment shall be rendered against MJM or YBGC in any such action, or if any settlement is reached to resolve the whole or a portion of such action, the Contractor shall at its own expense satisfy and discharge the same. Termination or expiration of the Contract shall not affect the Contractor’s duty to indemnify, defend, and keep and save harmless for suits or claims accruing during the Contract period.

34. PROTECTION OF WORK AND OF PERSONS AND PROPERTY.

During performance and up to the date of final acceptance by MJM, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. In the event of damage, loss or injury to the finished and unfinished work, the Contractor shall promptly replace or repair such work, whichever MJM shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract shall be absolute and shall not be affected by MJM's approval of or failure to prohibit means and methods of construction used by the Contractor.

During the performance of this Contract and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of others from damage, loss or injury. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons and property, the Contractor shall make a full and complete report thereof in writing to MJM.
Under this article the Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, or MJM, or MJM's Representative, or of third persons; or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting risks which arise solely from MJM or MJM Representative's active negligence or affirmative acts with actual and willful intent to cause the loss, damage and injuries:

a. The risk of loss or damage to the finished and unfinished Work prior to final acceptance by MJM;

b. The risk of claims, just or unjust, by third persons against the Contractor, MJM, YBGC, or their directors, officers, employees, representatives, and agents on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the work site, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after final acceptance of the Work;

c. The risk of loss or damage to any property, including the loss of thereof of the Contractor, and the claims made against the Contractor, MJM, YBGC, the City and County of San Francisco or their directors, officers, employees, representatives and agents for loss or damage to any property, including the loss of use thereof of subcontractors, material men, workmen and other performing the Work, occurring at any time prior to completion of removal of such property from the premises or in the vicinity thereof.

Neither the acceptance of the completed Work or payment therefore shall release the Contractor from its obligations under this article. The enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provisions of this article or to imply that it assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this article nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which it would be responsible in the absence of such enumerations.

Except as these specifications otherwise may provide, all loss or damage of any sort or nature arising from any unforeseen obstruction or difficulties, whether natural or artificial, or from any act or omission not authorized by these specifications on the part of the Contractor, or any agent or person employed by it, shall be the responsibility of the Contractor.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, MJM, or YBGC.

35. DAMAGES.

All loss or damage arising from any unforeseen obstruction or difficulties, whether natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work or of the supplies, materials or equipment, or from any act or omission not authorized by these Specifications on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.

36. INSURANCE CERTIFICATES

Certificates of insurance required by the Special Provisions shall be delivered to MJM concurrently
with the executed Contract. MJM reserves the right to request certified copies of an insurance policy if questions arise.

All required insurance under this Contract shall provide adequate protection for MJM, YBGC, the City and County of San Francisco and each of their officers, directors, agents, representatives and employees, while acting in such capacity and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, and the Contractor, against all claims, liability damages and accidents of any kind.

37. CONTRACTOR’S INTELLECTUAL PROPERTY LIABILITY

The Contractor represents and warrants that its performance under this Contract, and all work, materials and equipment used in its performance of this Contract will not infringe or misappropriate any intellectual property rights, such as patent, copyright, trademark or trade secret. In addition to the warranties and indemnities provided elsewhere in this Contract, the Contractor agrees that it will, at its own expense, indemnify, defend, and hold harmless MJM and YBGC, and their directors, officers, employees, representatives and agents against all demands, liabilities, damages, expenses, suits and proceedings that are based on any claim that the services, software, materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, or used in connection with the Contractor’s work under this Contract, constitutes a violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties (including, without limitation, any trade secret, trademark, service mark, copyright, patent, process, method or device). If the institution or resolution of such a suit or proceeding requires MJM to procure new non-infringing material or equipment, it may do so at the Contractor’s expense. MJM will give the Contractor prompt notice in writing of the institution of the suit or proceeding. At no cost to MJM and YBGC, and without diminishing the Contractor’s duty to defend, MJM and YBGC shall have the right to control, monitor through counsel of its choosing, and participate in the defense (including, without limitation, selection of counsel) of any such demand, suit, or proceeding concerning matters relating to this Contract, none of which may be settled without MJM’s and YBGC’s consent, which shall not be unreasonably withheld. MJM, in its sole discretion, may permit the Contractor, through Contractor’s counsel, to defend the same, and will give the Contractor all needed information, assistance, and authority to enable the Contractor to do so. If any third-party files a claim or lawsuit against MJM or YBGC that impacts the YBGC’s ownership or use of work performed or materials or equipment supplied under this Contract, or any material components of this Contract, MJM in its sole discretion may terminate this Contract for Contractor default. This indemnification shall survive the termination or expiration of this Contract.

38. NON-PERFORMANCE OF CONTRACT.

a. Right to Stop Work. Authority to stop the work, in whole or in part is vested in MJM and may be invoked whenever it deems such action necessary to insure proper execution of the Contract; work may not be resumed until MJM has given written consent.

b. Rejection of Materials and Workmanship. MJM has the right to reject defective material and workmanship and to require its replacement or correction without additional cost to MJM. Defective material and workmanship include, but is not limited to, materials and workmanship that does not meet the requirements of the specifications of this Contract reasonably interpreted in the sole discretion of MJM. Contractor shall promptly segregate and remove rejected work. All adjacent work disturbed by removal of such work shall be replaced in accordance with this Contract and without expense to MJM including work of other Contractors disturbed by such removals and replacements.
(1) If Contractor fails to proceed at once with replacement of rejected work, MJM may, by Contract or otherwise, replace such material and correct such workmanship and charge the cost to the Contractor, or MJM may terminate right of the Contractor to proceed. The Contractor and its surety shall be liable for any damage to same extent as provided for by terminations hereunder.

(2) If rejected materials are not removed within a reasonable time, MJM may cause them to be removed and stored at Contractor's expense three days after issuing written notice to so remove them. If Contractor does not pay for such removal and storage within six days thereafter, MJM may, six days after further written notice, sell the materials and credit Contractor with net proceeds after all costs of removal and sale are deducted. If materials so removed are valueless or sale does not meet cost of removal, Contractor shall bear all resultant loss.

c. Neglected Work. MJM may perform or employ others to undertake portions of the work persistently neglected by the Contractor if work is still proceeding unsatisfactorily three days after written notice to the Contractor. In such case work will be done according to the Contract Documents and the cost deducted from next payment falling due to the Contractor. Such action shall in no way affect status of either party under Contract, nor be held as basis of any claim by the Contractor or for extension of time.

d. Right to Withhold. Part or whole of any payment or any certificate may be withheld by MJM if such course is deemed necessary to protect MJM from loss on account of Contractor's failure to meet its obligations or if balances unpaid to Contractor are insufficient to complete the work. This right may also be exercised if in MJM's opinion, the work will not be completed in time specified for performance of the Contract.

39. **CHANGES IN CONTRACT WORK REQUESTED BY MJM**

If the Contractor, on account of conditions developing during performance of the Contract, finds it impracticable to comply with the Contract Specifications and applies in writing for a modification of requirements, such change may only be authorized by MJM in writing.

MJM may make additions or deletions at any time, by written supplement to the Agreement, within the Scope of Work and Services described in these Solicitation Documents. It is understood, however, that the amount of work, materials, or equipment required by the Contract may not be so increased or diminished as to substantially alter the general character or extent of the Contract.

The Contract Officer, or designee, will further authorize the Contractor to perform such additional work and furnish such additional materials or equipment at the Contractor's catalog prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges, less customary discount, or both. In the event that there are no such catalog prices or regular labor charges applicable to the change in the Contract work, the prices or charges shall be established by mutual agreement between MJM and the Contractor.

If additional work, materials or equipment not mentioned, specified, indicated or otherwise provided for in the Solicitation Documents are requested by MJM, the Contractor shall, if ordered by the Contract Officer, or designee, undertake the performance of such additional work or the furnishing of such additional materials or equipment. The amount to be paid to the Contractor shall be increased in an amount which the Contract Officer, or designee, and the Contractor shall determine and mutually agree to be the reasonable value of such additional work, materials or
In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract, or in the Specifications forming a part of the Contract, shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Contract Officer, or his/her designee, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Contractor the amount which the Contract Officer, and his/her designee, and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment and such determination and agreement shall be final and conclusive upon the Contractor.

40. **CHANGES TO CONTRACT WORK REQUESTED BY THE CONTRACTOR**

If the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Work or Services, or identifies any MJM conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that the Contractor regards as a change to the contract terms and conditions that may result in an adjustment in the amount of compensation specified herein, the Contractor shall so advise MJM immediately upon notice of such condition, contingency or MJM conduct. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation.

In any event, such notification shall be made to the Contract Officer, or designee, in writing and within not more than 10 calendar days from the date the Contractor encounters the unanticipated condition or contingencies or identifies MJM conduct that would warrant a change to the Contract. This notice shall be given to MJM prior to the time that Contractor performs any work or services or provides any item(s) related to the proposed adjustment in compensation. Failure to provide written notice and receive MJM approval for extra work, services, or item(s), prior to performing extra work, services or furnishing an item or items may, at MJM’s sole discretion, result in nonpayment of the invoices for the extra work, services, or item(s). The changes and negotiated equitable adjustment shall be expressed in a written modification to the Agreement, prior to implementation of such changes.

41. **EFFECT OF FAILURE TO COMPLETE CONTRACT**

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, MJM may terminate the Contract and refuse to pay the Contractor or allow any further compensation for any labor, supplies, or materials furnished by it under the Contract. MJM may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its surety, when applicable, shall be liable to MJM for any and all losses or damages which MJM may suffer on account of the Contractor’s failure to complete the Contract within such time.

42. **ASSIGNMENT AND DELEGATION**

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Contract Officer.

43. **SUBCONTRACTING**

MJM reserves the right to approve any subcontractor that is used under this Contract. The Contractor shall give its attention to, and be responsible for, the fulfillment of all terms of the
Contract, and shall keep all Contract work under its control. Nothing in the Contract shall create any contractual relationship between MJM and any subcontractor. The Contractor is fully responsible to MJM for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not, without the prior written consent of the Contract Officer, substitute any subcontractor in place of any previously-approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to MJM, the subcontractor shall be removed immediately upon the request of MJM and shall not be employed for any future work under the Contract.

44. **TERMINATION OF CONTRACT**

MJM may terminate this Contract at any time by giving the Contractor 30 calendar days’ written notice thereof. Notice of termination shall be sent by certified mail. Upon termination, MJM shall pay the Contractor its allowable costs incurred to the date of termination and those costs deemed necessary by MJM to effect termination.

In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract and does not within 10 calendar days of receipt of notice thereof from MJM cure such breach or violation, MJM may immediately terminate this Contract and shall pay the Contractor only its allowable costs to the date of termination. If the Contractor does cure the breach or violation, any subsequent breach or violation of any kind may be cause for immediate termination without notice.

46. **ENVIRONMENTAL, SAFETY AND HEALTH STANDARDS COMPLIANCE**

The Contractor shall comply with applicable environmental statutes, regulations, and guidelines in performing the work under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health Administration (OSHA) standards, regulations, and guidelines in performing the work under this Contract.

47. **HAZARDOUS CHEMICALS AND WASTES**

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of its performance of this Contract. The Contractor shall immediately report any such release to MJM’s Project Manager, and Contractor shall be solely responsible for compliance with all applicable federal, State, and local laws and regulations regarding reporting of releases of hazardous chemical or substances to appropriate government agencies. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including without limit, payment of any fines or penalties levied against MJM, YBGC, or the City and County of San Francisco by any agency as a result of such release and shall hold harmless, indemnify, and defend MJM, YBGC, and the City and County of San Francisco and each of their commissioners, directors, officers, employees, representative and agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and (2) any claim, cause of action, or administrative or judicial proceeding brought against MJM, YBGC, the City and County of San Francisco or their commissioners, directors, officers, employees, representatives or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including MJM.
If in the performance of the work outlined in these Solicitation Documents the Contractor uses hazardous chemicals or substances or creates any hazardous wastes, as defined in federal and State law, all such resulting hazardous wastes shall be properly handled, stored and disposed of according to federal, State, and local laws, at the expense of the Contractor. The Contractor shall dispose of any and all such hazardous wastes under its own EPA Identification Number via a licensed hazardous waste transporter, at an appropriately permitted disposal facility selected by Contractor. In no event shall MJM be identified as the generator of any such wastes. The Contractor shall determine whether any wastes generated during the performance of the work is hazardous waste, and shall notify the Project Manager if Contractor generates any hazardous wastes, and MJM reserves the right to a copy of the results of any tests conducted on the wastes and, at MJM’s cost, to perform additional tests or examine those wastes prior to disposition. The Contractor shall hold harmless, indemnify, and defend MJM, YBGC, and the City and County of San Francisco, and each of their San Francisco or their commissioners, directors, officers, employees, representative and agents from any claims arising from the disposal of such hazardous wastes regardless of the absence of negligence or other malfeasance by Contractor.

48. ANTITRUST CLAIMS

The Contractor’s attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Section 12) 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, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tender final payment to the Bidder."

The Contractor acknowledges that MJM is an agent of YBGC and YBGC is the purchasing body as the term is used in this section.

49. EQUAL OPPORTUNITY PROGRAM COMPLIANCE

During the performance of any Contract entered into pursuant to these Contract Documents, the Contractor, for itself, its assignees and successor in interest, agrees to comply with the Equal Opportunity Program set forth in the Personal Services Contract, which includes a Small Business Enterprise (SBE) Policy (Attachment 2), Construction Workforce (Attachment 9), Prevailing Wage Provision (Attachment 7), Nondiscrimination and Equal Benefits Policy (Attachment 3), Minimum Compensation Policy (Attachment 4), and Healthcare Accountability Policy (Attachment 5).

50. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State and local laws. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as
supplemented in Department of Labor regulations (41 CFR Part 60).

51. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), commencing at 42 U.S.C. Section 12101; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794.

52. **COMPLIANCE WITH LAW**

  a) The Contract documents, and the rights of the parties thereunder, shall be interpreted in accordance with the laws of the State of California.

  b) The Contractor warrants that, all safety orders, rules and recommendations of the State of California, Division of Industrial Safety, and the United States Department of Labor, Occupational Safety and Health Administration applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

53. **DISCHARGE OF LIENS**

The Contractor shall pay all costs and expenses incident to any work performed by it or for its account, and shall not create, incur, suffer or permit to be placed or imposed any lien or encumbrance or charge in any way arising from any act or omission of the Contractor. The Contractor shall orally or in writing inform all persons dealing with it in performing the work of the provisions of this paragraph. The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of MJM, and if any such lien or right in rem is not immediately discharged, MJM may, after notification to the Contractor, discharge or cause to be discharged such lien or right at the expense of the Contractor.

54. **MJM'S WAIVER OF CONDITIONS**

The waiver of any provision, term, or condition in these Solicitation Documents by MJM on any particular occasion shall not constitute a general waiver of any other provision, term, or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term, or condition of the Contract.

55. **SEVERANCE**

If any part of the Solicitation Documents or Contract is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

56. **ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

57. **GOVERNING LAW**

The Contract hereunder shall be governed by the laws of the State of California. The Contract must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of MJM and YBGC.
58. RIGHTS AND REMEDIES OF MJM

The rights and remedies of MJM provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

59. INDEPENDENT CONTRACTOR

Neither Contractor nor any of the Contractor's employees is, or shall be deemed, an agent or employee of MJM and YBGC, and in the performance of all work hereunder, Contractor shall be an independent Contractor, shall comply with all applicable Worker's Compensation laws, shall pay all required Social Security taxes and Unemployment Compensation taxes, and shall pay or perform all other obligations imposed upon an employer of labor, all at Contractor's expense, and, furthermore, shall indemnify MJM and YBGC and their directors, officers, employees, representatives and agents against any and all liability as a result of Contractor's failure to perform any of the foregoing requirements.
SPECIAL PROVISIONS

1. SCOPE OF CONTRACT
It is the intent of MJM to award a contract for Yerba Buena Gardens Security Camera Upgrade Project, in accordance with these specifications and as more particularly described in the Technical Specifications which are included herewith. It is MJM’s intent to award a single contract to the selected entity to deliver the project. The selected entity will be the single point of contact and have contractual responsibility for the balance of design and construction services. By combining the responsibilities of design and construction within a single team, MJM expects to secure benefits by reducing costs, timing and also better account for existing conditions not captured on as-built documentation.

2. SCHEDULE OF ACTIVITIES
Listed below is the "Schedule of Activities" which outlines pertinent dates of which Bidders should make themselves aware:

A. Pre-Bid Conference - **10:00 AM on February 14, 2020.** Please reference Special Provision 3.

B. Requests for Information -- **to be received by 5:00 PM on February 21, 2020.** Please reference Special Provision 6.

C. Requests for Approved Equals -- **to be received by 5:00 PM on February 21, 2020.** Please reference Special Provisions 7 and 8.


E. Bid Opening – **12:00 PM March 6, 2020** at Yerba Buena Gardens Terrace Level at Garden’s Level located at 750 Howard Street. Please reference Special Provision 14.

3. PRE-BID CONFERENCE AND INSPECTION
A mandatory pre-bid Conference will be held beginning at **10:00 a.m. on February 14, 2020,** at the Yerba Buena Gardens Management Office, 750 Howard Street, San Francisco, CA. At this Conference, members of MJM’s staff will be available to answer questions pertaining to the Contract Documents, Specifications, and SBE and workforce requirements. The Conference should take approximately one-hour. Attendance at the Pre-Bid Conference is mandatory, to assure that Bidders are familiar with the Bid documents, equipment, equipment condition and access.

4. QUALIFICATION OF BIDDERS
MJM may reject the bid of any Bidder deemed not to possess the minimum qualifications to perform the required work. Contractor shall have the following qualifications:
1. General contractors, specialty contractors or the individuals responsible for construction, assembly or installation in the field shall have been continuously engaged in projects similar to that specified herein for a minimum of five years and shall have completed work on at least five projects of this type of scope.

2. Contractor shall have previous experience in dealing with public service clients who make numerous program changes during the course of construction.

3. Contractor shall have at time of bid and continuously maintain throughout the project and warranty period a CA contractor’s license appropriate for the work in the project scope.

4. Contractor shall secure insurance and provide performance and payment bonds as stipulated in general conditions.

MJM reserves the right to inspect the Bidder's premises prior to Contract award or at any time during the Contract period.

Each Bidder shall submit the form entitled "List of References," Page B-6 & B-7, which is a list of five firms for which it provides or has provided comparable services within the past two years. Do not use MJM Management Group as a reference.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

5. PERMITS AND INSPECTIONS
All Municipal, County, State and Federal laws, rules and regulations governing or related to any portion of the proposed Contract are hereby incorporated into and made a part of these specifications. All permits, licenses and inspections required by Municipal, County and State authorities shall be obtained, maintained in force and paid for by the Contractor. Any tests required by such authorities shall be conducted in the presence of such authorities or its authorized representatives.

6. QUESTIONS AND REQUESTS FOR CLARIFICATION
If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Contract Documents, they shall submit a written request to the named Contract Officer at the address set forth in Special Provision 14, for an interpretation or clarification no later than 5:00 p.m. on February 21, 2020. Prospective Bidders may also submit written requests to the named Contract Officer by email to: bsales@ybgardens.com. MJM will respond to such requests by 5:00 p.m. on February 28, 2020 by posting responses on the YBGC’s website at (http://www.ybgeconservancy.org/) and YBG’s website at http://yerbabuenagardens.com.

Any interpretation, change, or correction of these Contract Documents will be made by written Addendum that will be posted to the YBGC’s website at (http://www.ybgeconservancy.org/), YBG’s website at http://yerbabuenagardens.com, and the list of Bidders. Upon such posting, such Addendum will become a part of the Contract Documents and binding on all Bidders. The receipt of the Addendum by the Bidder shall be acknowledged and so noted in the
space provided for on the Bid Form. Any and all oral modifications of these specifications are void and ineffective.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the General Conditions.

7. **APPROVED EQUAL REQUESTS**

It is understood that specifying a brand name or specific types of components, equipment, and/or processes in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying MJM of any inappropriate brand names, or types of components, equipment, and/or process that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Bidder may, at its option, use any equipment, material, article, or process which, in the judgment of MJM, is equal to that designated. To do so a Bidder shall furnish, at its own expense, all test results, technical data and background information required by MJM in making the determination as to whether the proposed equipment, material or article or process, in the judgment of MJM, is equal to that designated. This shall be submitted on Form AE-1, *Request for Approved Equals* included in these Solicitation Documents.

MJM shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material, or process, and its decision shall be final.

8. **APPROVED EQUAL PROCEDURES**

A. Prospective Bidders may discuss these specifications with MJM's Contract Officer. This, however, will not relieve Bidders from the procedure of submitting written documented requests as required by Paragraph B below.

B. Requests for Approved Equals must be received by MJM, in writing, no later than 5:00 PM on February 21, 2020. No such requests will be considered by MJM if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to the Contract Officer at the address set forth in Special Provision 14.

To be considered, all Requests for Approved Equals must be in writing, separately identified, and delineated for each Technical Specification, Special Provision, or other item, and must be submitted on form “AE-1, Request for Approved Equals” included herewith. FAILURE TO SUBMIT FORM AE-1 WITH EACH REQUEST FOR APPROVED EQUAL MAY RESULT IN DENIAL OF THE REQUEST.

Failure to properly submit a written Approved Equals Request Form in accordance with this Section, or a “denial” response from MJM to any Approved Equals Request, will
constitute a Bidder’s acknowledgement and acceptance of all terms, conditions, specifications, or provisions contained in the Contract Documents. All terms, conditions, specifications, or provisions contained in this Solicitation, or as may be amended by a written Addendum issued by MJM, are binding on Bidders.

C. MJM’s reply to requests received pursuant to Paragraph B above will be posted to the YBGC website at (http://www.ybgconservancy.org/) by 5:00 PM on February 28, 2020. MJM reserves the right to postpone this deadline for its own convenience.

9. BID FORMS

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditional in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by MJM, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive, and for that reason rejected.

10 BID PRICES/COMPLETION OF BID FORM

In the event there is a discrepancy between the computed extended amount and the hourly rate or unit price, the hourly rate or unit price shall control, and the mathematical error will be corrected by MJM accordingly. Any mathematical errors in computing the Grand Total Bid Price shall be recalculated and the corrected total shall prevail.

It is the intention of MJM to award one Contract to the lowest responsive and responsible Bidder for furnishing the services specified in the Contract Specifications. The determination of award will be made based on the lowest, responsive and responsible Bidder.

BIDDER MUST OFFER A PRICE QUOTATION ON ALL ITEMS SHOWN ON THE BID FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID.

11. TERM OF CONTRACT

The term of this Contract shall commence on the date MJM issues a written Notice to Proceed and shall continue thereafter until the Yerba Buena Gardens Security Camera Project is fully accepted by MJM, unless terminated sooner pursuant to Special Provision 27.

12. ESTIMATES OF SERVICE REQUIREMENTS

[Not Used]

13. BIDDER'S SECURITY

Each Bidder shall submit with its bid a Bidder's Security in the amount of $5,000 in a form satisfactory to MJM, and as more particularly specified in Section 9 of the General Conditions and Instructions for Bidders.
14. **MARKING AND MAILING BIDS/BID OPENING**

One original and two copies of the Bid Form, together with all of the required Bid documents, including the Bidder’s Security, shall be securely sealed in a package and clearly marked with the Contract title “YBG SECURITY CAMERA PROJECT”, and shall also include the name and address of the Bidder.

The Bid submittal shall be mailed or personally delivered to:

Brian Sales, Contract Officer  
MJM Management Group  
Yerba Buena Gardens  
750 Howard Street  
San Francisco, California 94103

All bids must be received by MJM’s Contracts & Procurement Department by **12:00 PM on March 6, 2020** at which time they will be opened and read.

**BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED.**

15. **AWARD OF CONTRACT OR REJECTION OF BIDS**

With regard to Section 21 of the General Conditions and Instructions for Bidders, the award of Contract, if any, will be made within 30 calendar days after bid opening to the lowest responsive, responsible Bidder. No Bidder may withdraw its bid during said time period of 30 days.

Each Bidder must submit a price quotation on all items requested on the Bid Form. In determining the lowest responsive and responsible Bidder, MJM shall compare and evaluate the submitted bids in its entirety and make a determination on the basis of the bid submittals, including the “Grand Total Bid Price” as quoted on the Bid Form. Notification of award of Contract shall be made in writing to the successful Bidder.

MJM reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

16. **CONTRACT BONDS**

**A. PERFORMANCE AND PAYMENT BOND**

Upon execution of the Contract, the Contractor shall furnish, at its own expense, Performance and Payment Securities in a form satisfactory to MJM as a guarantee of good faith on behalf of the Contractor that the terms of this Contract shall be complied with in every particular. This Performance and Payment Security shall be in the amount of 100% of the Contract price and the Performance and Payment Security shall be issued by an admitted surety insurer authorized to transact surety business within the State of California using MJM’s form (attached).
Alternatively, the Contractor may deposit with MJM a Certified or Cashier’s Check upon some solvent bank or irrevocable Standby Letters of Credit for the amount, for the faithful performance of the Contract. The Bond or equivalent securities shall remain in full force and effect for the entire term specified in the Bond Document. MJM must give its written consent to any substitution of surety and maintains the right to reject such a proposed substitute.

17. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 17, MJM, YBGC, and the CCSF shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01-any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability Insurance appropriate to the Contractor’s profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

1. General Liability:
   a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit ($4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
   b. For contracts involving demolition or construction or during phases involving demolition or construction: $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit ($10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
(3) Workers’ Compensation and Employer’s Liability: Workers’ Compensation limits as required by the State of California and Employer’s Liability limits of $1,000,000 for bodily injury by accident and $1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).

(4) Professional Liability Insurance: $2,000,000 per claim and in the annual aggregate. If the Contractor’s Professional Liability Insurance is “claims made” coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by YBGC. At the option of YBGC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to YBGC, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to YBGC guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The “The MJM Management Group, the Yerba Buena Gardens Conservancy, the Department of Real Estate of the City and County of San Francisco, and the City and County of San Francisco and each of their respective commissioners, directors, members, officers, agents and employees” are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor’s insurance coverage must be primary insurance as respects to MJM, YBGC, the City and County of San Francisco and their respective commissioners, members, officers, directors, agents, and employees. Any insurance or self-insurance maintained by MJMMG, YBGC, the City and County of San Francisco and their respective commissioners, members, officers, directors, agents or employees shall be in excess of Contractor’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to MJM, YBGC, the Department of Real Estate of the City and County of San Francisco, and the City and County of San Francisco and their respective commissioners, members, officers, directors, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to YBGC.

(5) Contractor hereby grants to YBGC a waiver of any right to subrogation which any insurer of said Contractor may acquire against YBGC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not YBGC has received a waiver of subrogation endorsement from the insurer.

(6) If any of the required policies provide coverage on a claims-made basis:

   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the contract of work.
c. 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 “extended reporting” coverage for a minimum of five years after completion of contract work.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise approved by YBGC.

G. **Verification of Coverage.** Contractor must furnish MJM 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. The certificates and endorsements may be on forms provided by MJM. All certificates and endorsements are to be received and approved by MJM before work commences. MJM 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.

H. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

18. **CALIFORNIA PREVAILING WAGE LAWS**

This project includes public works as defined by Labor Code section 1720. Accordingly, the Contractor and subcontractor(s) are subject to California Prevailing Wage Laws when work under the Contract includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California Prevailing Wage Laws include all applicable sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2).

A. **Prevailing Rate of Per Diem Wages (Prevailing Wage)**

The Contractor and subcontractor(s) shall comply with Labor Code sections 1774 to 1780, inclusive.

The California Department of Industrial Relations’ General Prevailing Wage Determinations: 2017-1 as of March 24th, 2017 shall constitute the Prevailing Wage for the duration of the Contract. Copies of the determinations can be reviewed at MJM’s Office (750 Howard Street, San Francisco, California 94103). They can also be found at [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm).

The Contractor shall post a printed copy of applicable prevailing wage determinations in a prominent place at the work site.

The Contractor and subcontractor(s) shall pay no less than the applicable Prevailing Wage to any worker performing Prevailing Wage Covered Work under the Contract for all work hours specified within of applicable prevailing wage determinations.

When, after investigation by MJM, YBGC or the California Department of Industrial Relations (DIR), it is established that a worker has been paid less than the applicable Prevailing Wage, the Contractor or subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable Prevailing Wage. In
addition, the Contractor or subcontractor shall forfeit to MJM a penalty of not more than $200.00 for each underpaid worker for each calendar day, or portion thereof, during which underpayment has occurred. MJM shall withhold Contract payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by MJM or DIR that an underpayment has occurred. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

1. Future Wage Increases
   Predetermined increases to the Prevailing Wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. MJM will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the Prevailing Wage during the term of the Contract. The possibility of wage increases during the course of the Contract is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against MJM with regard to the Contract.

B. Hours of Labor
   The Contractor and subcontractor(s) shall comply with Labor Code sections 1810 through 1815.

   The Contractor and subcontractor(s) shall recognize that eight (8) hours labor constitutes one (1) day’s work. The Contractor and subcontractor(s) shall only permit a worker to work in excess of eight (8) hours in one (1) day and work in excess of 40 hours in one (1) week when that work is paid at no less than one and one-half (1½) times the Prevailing Wage basic hourly rate of pay.

   The Contractor and subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Contract. The Contractor and subcontractor(s) shall make these records available for inspection by MJM, YBGC and by DIR’s Division of Labor Standards Enforcement.

   When, after investigation by MJM, YBGC or DIR, it is established work has been performed in excess of eight (8) hours in one (1) day or 40 hours in one (1) week without appropriate compensation, the Contractor or subcontractor(s) shall forfeit to MJM a penalty of $25.00 per day for each affected worker. MJM shall withhold Contract payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by MJM, YBGC or DIR that overtime work has not been appropriately compensated. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

C. Certified Payroll Records (CPRs)
   Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. The Contractor and subcontractor(s) shall comply with Labor Code section 1776 and Title 8 of the California Code of Regulations section 16400.
MJM shall withhold Contract payments due or estimated to be due to the Contractor or subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that MJM has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the contractor or subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until MJM provides notice that the subcontractor has cured the delinquency or deficiency.

The Contractor and subcontractor(s) shall maintain CPRs for a period of three (3) years following the completion of the Contract.

1.) Content of CPRs
   The Contractor and subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or subcontractor in connection with the Contract.

   Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   (a) The information contained in the payroll record is true and correct.

   (b) The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

   A CPR is inadequate if the CPR does not contain all of the abovementioned parts.

2.) Timely Submission of CPRs
   The Contractor and subcontractor(s) shall submit one (1) CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within one (1) calendar week from the last day of the Contractor’s or subcontractor’s work week. A CPR shall be considered delinquent if the CPR has not been submitted within 30 calendar days from the end of the work week.

3.) Additional Requests for CPRs and Other Payroll Records
   The Contractor’s and subcontractor’s CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations section 16000, shall be available for inspection at all reasonable hours at the Contractor’s or subcontractor’s office, and copies thereof shall be provided by the Contractor or subcontractor on the following basis:

   (a) Upon request of an employee or the employee’s authorized representative.

   (b) Within ten (10) calendar days of a written request from MJM, YBGC or from DIR’s Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten (10) calendar days, the Contractor or subcontractor shall forfeit to MJM a penalty
of $100.00 per worker for each calendar day or portion thereof that copies are not provided. MJM shall withhold Contract payments from the Contractor equal to the amount of any accrued penalties. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

(c) Upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either MJM or the DIR's Division of Labor Standards Enforcement. If the records have not been provided pursuant to paragraph (b) above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

Any copy of records made available for inspection as copies and furnished upon request to the public or MJM, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

The Contractor shall inform MJM of the location of CPRs, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section.

In the event that the Contractor fails to comply within the 10-day period, he/she shall, as a penalty, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

4.) Submittal of Payroll Records via Online System
   The Contractor and subcontractor(s) shall submit all CPRs via the YBGC online submittal system (http://lcptracker.com), unless otherwise required by MJM. Access to this online submittal system is provided by MJM free of charge to the Contractor and subcontractor(s). Any optional interface desired by the Contractor (such as an automated payroll system interface) with the online submittal system shall be at the sole expense of the Contractor.

D. Apprenticeship Requirements
   Labor Code section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and any subcontractor(s) with Labor Code sections 1777.5 through 1777.6 and the regulations of the California
Apprenticeship Council related to the employment of apprentices. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code section 1777.7. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

The Contractor and subcontractor(s) shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this contract in a craft or classification deemed to be apprentice-able within applicable prevailing wage determinations:

1.) Before the start of Contract work, the Contractor and subcontractor(s) shall notify all apprenticeship programs approved by DIR’s Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Contract work. Completion and submission of Form(s) DAS-140 may constitute sufficient notification. Form DAS-140 can be found at http://www.dir.ca.gov/DAS/DASForm140.pdf. Information on apprenticeship programs can be found http://www.dir.ca.gov/databases/das/pwaddrst.asp.

2.) During Contract work, the Contractor and subcontractor(s) shall employ apprentices in a ratio of not less than one (1) apprentice hour of work for every five (5) hours of journeyman work. The Contractor and subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the 1-to-5 ratio.

3.) For every hour of journeyman and apprentice labor, the Contractor and subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

The Contractor and subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:

1.) The worker is registered as an apprentice with the DAS and the contractor has obtained written proof of his or her registration.

2.) The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the contractor has obtained written proof of his or her registration.

3.) The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which he or she is training.

E. Wage Kickbacks and Worker Registration Fees Prohibited

The Contractor and subcontractor(s) shall comply with Labor Code sections 1778 through 1779.

The Contractor and subcontractor(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages
of any worker or subcontractor in connection with the Contract.

The Contractor and subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Contract, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Contract.

F. Worker's Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor code.

Prior to commencement of work, the Contractor shall sign and file with MJM, a certification in the following form:

"I am aware of 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract."

19. PROHIBITION AGAINST WORKING WITH DEBARRED CONTRACTORS

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

20. PROMPT PAYMENT TO SUBCONTRACTORS

Pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay each first-tier Subcontractor under this Contract for satisfactory performance of work under its subcontract no later than 7 days from the Contractor’s receipt of payment from MJM for such work. The Contractor shall require each first-tier Subcontractor to make payments to lower tier Subcontractors in a similar manner. MJM shall have no obligation to pay or to verify the payment of money to any Subcontractor, except as may otherwise be required by law.

The Contractor, not MJM, shall be solely responsible for payment to Subcontractors at any tier for any amounts owing from the Contractor. All such Subcontractors agree that they shall have no claim and shall take no action against MJM or its officers, directors, employees or sureties, for non-payment by the Contractor.

21. NON-COLLUSION DECLARATION

Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by YBGC, which is attached and incorporated herein.

22. THIRD-PARTY CLAIMS

Pursuant to Public Contracts Code Section 9201, MJM shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. MJM will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement.
Notice shall be in writing and will be provided within thirty (30) days. MJM shall be entitled to recover its reasonable costs incurred in providing such notification.

23. **CONTRACTOR’S LICENSE REQUIREMENTS**

Contractor and any approved subcontractors shall hold such current and valid Contractor’s Licenses C10 – Electrical and/or C7 – Low Voltage/AV as required by California Law.

24. **EXAMINATION AND AUDIT OF RECORDS**

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by YBGC or the State Auditor during this period.

25. **UTILITY RELOCATION**

If applicable, pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify MJM in writing. Where necessary for the work of the Contract, MJM will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from MJM, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

26. **EXCAVATION**

If applicable, in accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify MJM promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify MJM of such conditions prior to disturbing them and shall await direction from MJM as to how to proceed.

27. **TRENCH SAFETY**

If applicable, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from MJM, of the Contractor’s detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders.
of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

28. **PUBLIC WORKS REGISTRATION**

The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. BIDDERS MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: https://efiling.dir.ca.gov/PWCR/Search.

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

29. **COMPLIANCE WITH ALL APPLICABLE LAWS**

Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, MJM may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

30. **IRAN CONTRACTING ACT**

The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

31. **SAFETY REQUIREMENTS**

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge to MJM, enforce compliance with the safety and first aid requirements prescribed by applicable local, State and Federal laws and regulations, rules and orders, in an effort to ensure that work is done in a safe manner and that the safety and health of the employees and the people of local communities are safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed material, equipment and structures, without separate charge to MJM, shall fully conform with all applicable local, State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and structures, notwithstanding any omission in the Contract Documents related thereto or the indication of some other particular material, equipment or structure.

Upon the failure of the Contractor to comply with any of the requirements of this Section, MJM shall have the authority, but not the duty, to stop any operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor.
The Contractor shall, at all times, exercise reasonable precautions for the safety of persons engaged in the performance of the work under this Contract (“Work”).

The Contractor shall provide such equipment and facilities as are necessary or required, in case of accident, for first aid service to any person who may be injured in the progress of the Work and shall have standing arrangements for the removal and hospital treatment of any employee who may be injured or who may become ill.

The Contractor shall keep records of all accidents in a bound book, including in such records such data as may be required by the laws and regulations of the State of California.

The Contractor must promptly report in writing to MJM all accidents whatsoever, arising out of or in conjunction with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to MJM.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to MJM, giving full details of the claim.

32. RETENTION ON PROGRESS PAYMENTS

If the Contract utilizes progress payments, five percent (5%) will be deducted from each progress payment and held in retention by MJM. The remainder less any other deductions taken in accordance with this article will be paid to the Contractor as progress payments. The Contractor acknowledges and agrees that, pursuant to Public Contract Code section 7200, the percentage of retention amounts withheld by the Contractor from its Subcontractors may not exceed the percentage withheld by MJM from the Contractor as specified herein.

Contractor shall release retention to a Subcontractor within 30 days of the Subcontractor satisfactorily completing all required work. Upon satisfactory completion of a Subcontractor's work, including provision of appropriate releases, certificates, evidence of the Subcontractor’s compliance with all applicable requirements of the Contract Documents, and all other documents as may be required by the Contractor and MJM to close-out the subcontract, the Contractor may submit an application to MJM for the release of the portion of the retention attributed to the Subcontractor’s work. The Contractor’s application shall certify that the Subcontractor has:
   a) Completed all work required to be performed under its subcontract;
   b) The amount withheld by the Contractor under the subcontract; and
   c) That the Subcontractor has provided all backup information, stop payment notice, and lien releases required to close-out the subcontract.

Within 7 days following receipt of payment from MJM for the completed Subcontractor Work, the Contractor shall release all monies withheld as retention from the Subcontractor, even if the Work to be performed by the Contractor or other Subcontractors is not completed and has not been accepted. The Contractor shall, by appropriate agreement with each Subcontractor, require each first-tier Subcontractor to make payments to lower tier subcontractors in a similar manner.

33. RELEASE OF RETENTION

Upon MJM’s issuance of Notice of Final Acceptance MJM will release the amount retained.
34. **SECURITIES IN LIEU OF RETENTION**

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by MJM. Upon Contractor’s request, MJM will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if Contractor deposits in escrow with MJM or with a bank acceptable to MJM, securities eligible for investment under California Government Code Section 16430, 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 MJM, upon the following conditions:

1. Contractor shall bear the expenses of MJM and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to Contractor pursuant to this article.
3. Contractor shall enter into an escrow agreement satisfactory to MJM, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.
4. Contractor shall obtain the written consent of the surety to such agreement.

35. **REPAIR AUTHORIZATION**

Only authorized work will be allowed and paid for under this Contract. Authorized work is work that is requested by MJM Representative only.

**CONTRACTOR WILL NOT BE PAID FOR UNAUTHORIZED WORK OR REPAIRS**

36. **TIME AND SCHEDULE FOR PERFORMANCE**

The majority of MJM’s service requirements occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. However, there may be occasions when work is required outside those hours and days.

The Contractor must provide MJM’s Representative with a phone number where a company representative can be reached during the hours of 7:00 a.m. and 5:00 p.m. or after hours in the event of an emergency. Good communication during all times of the day between the Contractor and MJM’s Representative is essential to the Contract work. To ensure good communication, the Contractor will be required to maintain (at the Contractor’s expense) the following equipment during the entire term of this Contract:

A. Office phone with voicemail
B. Email
C. Mobile or Cellular phone

The mobile phone referenced above shall be carried by the Contractor’s personnel assigned to perform work for MJM.

MJM will establish the schedule for completion with the Contractor. It will be the Contractor’s responsibility to obtain the necessary materials and labor resources to complete the assignment within the specified schedule. Failure to complete the assignment within the established schedule will be grounds for assessing liquidated damages pursuant to Section 18 of the Contract.
37. **SPECIALTY SUBCONTRACT WORK/DESIGNATION OF SUBCONTRACTORS**

The work required herein may, from time to time, require specialty subcontract work. The Contractor will be required to select such subcontractor and seek the approval of MJM Representative prior to beginning the work.

Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of MJM. Contractor shall be solely responsible for reimbursing any subcontractors and MJM shall have no obligation to them. Each Contractor shall list the name, business address and license number of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (0.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, as part of the “Designation of Subcontractors and Sub-Bidders” form included in the BidForms.

38. **COMPLIANCE WITH YBGC REQUIREMENTS**

Each Bidder shall acknowledge receipt and understanding of the following contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

Each Bidder shall make good faith efforts to achieve the Small Business Enterprise (SBE) participation goal of 50 percent (50%). The Personal Services Contract includes a Small Business Enterprise (“SBE”) Program, which provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an YBGC project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. (See SBE Agreement, Attachment 2). The Bidder must make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. SBEs must be certified with the City and County Of San Francisco Human Rights Commission. Further information on the criteria for determining eligibility is located in Attachment 2. For any questions, please contact MJM at the Garden’s Management Office at (415)820-3553.

B. Bidder’s Duty of Loyalty

Bidder for itself and its subcontractors, if any, agrees to abide by the YBGC’s duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the YBGC’s Personnel Policy and which states in part the following: “Unless approved in advance in writing by the YBGC, no present or former employee, Commissioner or consultant of the YBGC shall knowingly act for anyone other than the YBGC in connection with any particular matter in which the YBGC is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an YBGC employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”
C. Limitations on Contributions

Bidder acknowledges the following, 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 City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) 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. Bidder 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. Bidder further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Bidder’s board of directors; Bidder’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder. Additionally, Bidder acknowledges that Bidder must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Bidder agrees to provide to MJM and YBGC the names of each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder.

D. Nondiscrimination in Contracts and Benefits

The Personal Services Contract includes a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners.

Bidder shall complete Attachment 3, Declaration of Nondiscrimination in Contracts and Benefits. However, a Bidder that has received certification from the San Francisco Contract Monitoring Division regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with the policy and shall return and mark Attachment 3 with the notation “Certified by CMD” in its bid. For further information, see instructions contained in Attachment 3 or contact MJM at the Garden’s Management Office at (415)820-3553.

E. Minimum Compensation Policy and Health Care Accountability Policy

The Personal Services Contract includes a Minimum Compensation Policy (“MCP”) for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (Attachment 4). In addition, the Health Care Accountability Policy (“HCAP”) requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City’s Department of Public Health or make a payment in lieu of such benefits to the City’s Department of Public Health (Attachment 5).

The applicant shall either submit a completed MCP Declaration Form and HCAP Declaration Form or state its intent to comply with these policies.
F. YBGC Prevailing Wage Provisions (Attachment #7)

G. Permanent Workforce Agreement [Not applicable]

H. Construction Workforce Agreement

The Personal Services Contract includes provisions to ensure equal employment opportunities for San Francisco residents in the construction workforce on YBGC projects. The successful Bidder (Contractor) and each of its subcontractors shall make good faith efforts to employ at least 50 percent (50%) of its workforce from San Francisco in the performance of this Contract. The goal of 50 percent is expressed as a percentage of each Contractor’s and subcontractor’s total hours of employment and training by trade. Attention is directed to the Construction Workforce Agreement (attached hereto as Attachment 9).

I. Disclosure Questions (Attachment #6)

Each Bidder shall complete Attachment #6, Disclosure Questions, and submit the completed form as part of its bid.

J. Statement of Compliance with YBGC Policies and Certification of Bidder

The Contractor shall certify under penalty of perjury under the laws of the State of California that all the information provided in its bid is true and correct (Attachment #10).

39. FEDERAL PROVISIONS-COMMUNITY DEVELOPMENT BLOCK GRANT/HUD CONTRACTING REQUIREMENTS

This project may be financed in whole or in part with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program income. Therefore, to the extent applicable, Contractors shall comply with federal contracting requirements as articulated below.

A. Davis Bacon and Related Acts

Contractor agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5). The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. (See section 18 for information on prevailing wage determinations). The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

B. Copeland “Anti-Kickback” Act

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor agrees to prohibit from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of
the compensation to which he or she is otherwise entitled.

C. **Contract Work Hours and Safety Standards Act**
Contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). As applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers require Contractors to agree to the provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer based on a standard 40-hour work-week. Work in excess of the standard work-week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Under 40 U.S.C. 3704, each contractor agrees that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **Clean Air Act and Federal Water Pollution Control Act**
As applicable to all contracts in excess of $150,000, contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

E. **Energy Policy and Conservation Act**
Contractor agrees to comply with the 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 (42 U.S.C. 6201).

F. **Debarment and Suspension**
By submitting a bid, Contractor declares that it is not debarred, suspended, or otherwise listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” Contractor declares that it is eligible to enter into a contract that received federal financial assistance.

G. **Byrd Anti-Lobbying Amendment**
Contractors that apply or bid for an award of $100,000 or more shall file the required certification (form attached as Attachment #17) pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

H. **Solid Waste Disposal Act**
Contractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) that contain the highest percentage of recovered materials practicable; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
I. **Compliance with Housing and Urban Development (HUD) Section 3**

Section 3 (24 CFR Part 135) is a provision of the U.S. Department of Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires Contractor, to the greatest extent feasible, to provide job training, employment, and contracting opportunities for low-income Section 3 residents in connection with this project. All types of employment opportunities should be made available to low and very low-income persons, including permanent employment and long-term jobs.

In addition, Contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff. Note: a Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages Contractors to continue hiring Section 3 residents when employment opportunities are available.

In the performance of this contract, Contractor agrees, to the greatest extent feasible, to comply with the requirements of HUD Section 3 by making efforts to hire Section 3 residents for 30 percent of its new hires, when such positions are available; and subcontracts 10 percent of the value of the contract to Section 3 business concerns, when subcontracting opportunities are available.

Section 3 residents are defined as follows:

- Public housing residents; or
- Persons who live in San Francisco MSA and who have a household income that do not exceed 80 percent of the median family income for the area (see https://www.hudexchange.info/resource/3679/hud-income-limits/).

Section 3 business concerns are defined as a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

Contractor shall comply with Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135):

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice
advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

40. PAYMENT AND INVOICING INSTRUCTIONS

During the term of this Contract, MJM will make payment to the Contractor for the actual work performed at the job site as quoted on the Bid Form, which shall include full compensation for furnishing all of the labor, tools, vehicles, equipment, and incidentals necessary to complete the work. No additional compensation will be allowed for specialized equipment or services without the prior authorization from MJM Project Manager or his/her designee. Prior to payment of any invoice for work performed, MJM will inspect all work. In addition, Proof of Work Documentation must accompany each invoice for work authorized on a time and materials basis. No payment will be made without this Proof of Work Documentation. Contractor shall submit monthly invoices that include all work completed during the previous month.

IMPORTANT: No payment in addition to that specified above will be made for travel time to and from the job site, nor for mobilization, demobilization, clean-up, etc. The contractor shall include all costs in its bid.

MJM will make progress payments within thirty (30) days after receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code or within not less than ten (10) calendar days if a cash discount is offered. No such payment will be made when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars ($300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if MJM fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.
41. **TERMINATION OF CONTRACT**

MJM may terminate this Contract at any time by giving the Contractor 30 calendar day’s written notice. Notice of termination shall be by certified mail. Upon termination, MJM shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by MJM to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract and does not within ten (10) calendar days of receipt of notice from MJM cure such breach or violation, MJM may immediately terminate this Contract and shall pay the Contractor only its allowable costs to date of termination.

42. **CLAIMS PROCEDURES**

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 10 days after change order procedures are complete as per General Conditions 39 and 40 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by MJM; (b) payment by MJM of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by MJM.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor’s claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: “Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted.” Failure by the Contractor to provide sufficient documentation will result in denial of the claim. MJM reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, MJM will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. MJM and Contractor may, by mutual agreement, extend the 45-day time period. For any undisputed portion of a claim, MJM must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes MJM’s written statement, or if MJM fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. MJM will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, MJM will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.
After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, MJM or the Contractor may request a trial de novo.

43. TECHNICAL ASSISTANCE

The Contractor shall maintain and make available to MJM, upon request, technical services of competent engineers at Contractor’s sole expense for the purpose of assisting MJM in resolving any problems that may arise in connections with the provision of any of the services called for under this Contract.

44. PROTECTION OF PROPERTY

The Contractor shall exercise every precaution to ensure that no injury or damage occurs to public or MJM persons, property or any existing structure as a result of its operations. Should any injury or damage occur, by or through any of the Contractor’s operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor’s sole cost, in a manner satisfactory to MJM. The Contractor will provide barricades or other safeguards around work areas. Work areas will be cleaned at the end of each day and trash will be removed and disposed of off-site in a manner consistent with applicable codes and regulations.

45. BID PACKAGE DOCUMENTS

A complete bid package shall consist of the following items, all of which must be submitted by each bidder:

A. Bid Forms, Acknowledgment of Terms and Conditions and Schedule of Bid Prices, pages B-2 through B-6 (Special Provisions 9 & 10)

B. Bidder’s Bond, page B-4; or Irrevocable Standby Letter of Credit, sample page B-5; or Certified Cashier’s Check, (General Condition 8, Special Provision 13)

C. List of References, pages B-6 through B-7 (Special Provision 4)
D. Key Personnel Resume, pages B-8 through B-9 (Technical Specification 4)
E. YBGC Requirements (Special Provision 23) - Attachments 2-10.
F. Designation of Subcontractors and Sub-Bidders - Attachment 15 (Special Provision 22)
G. Proof of DIR Registration
H. Non-Collusion Declaration – Attachment 16
I. Federal Lobbying Form - Attachment 17
TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The following documents, released in conjunction with the Invitation for Bid, comprise the scope of work and project specifications:

Yerba Buena Gardens Security Camera Project Specifications
PROJECT DRAWINGS

The following documents, released in conjunction with the Invitation for Bid, comprise the project plans: Yerba Buena Gardens Security Camera Project Drawings
FORMS

1. Approved Equal Form
2. Bid Form
3. Acknowledgement of Terms and Conditions
4. Bidder’s Bond
5. Irrevocable Standby Letter of Credit (Sample)
6. List of References
7. Key Personnel Resume
APPROVED EQUAL FORM

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST! COPY THIS FORM AS NEEDED.

Submitted by ___________________________ (Company Name)

MJM requires that all prospective bidders completely fill out and attach this form with every separate specification item request for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. a. Approved equal is being requested for ____________________________ to be used in place of ______________ (list technical specification or other reference number, [e.g. page TS-11, title, subsection, item]).
   b. page no. _____________
   c. Section Number and Heading __________________________

2. Description of approved equal request/substitution: ____________________________

3. Product purpose ____________________________

4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _________ (If NO, please explain): ____________________________

5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):

   A. Company Name ____________________________
      Street Address ____________________________
      City/State/Zip Code ____________________________
      Area Code/Telephone No. (____) _______________
      Name of Contact Person ____________________________

   B. Company Name ____________________________
      Street Address ____________________________
      City/State/Zip Code ____________________________
      Area Code/Telephone No. (____) _______________
      Name of Contact Person ____________________________

   C. Company Name ____________________________
      Street Address ____________________________
      City/State/Zip Code ____________________________
      Area Code/Telephone No. (____) _______________
      Name of Contact Person ____________________________

6. List the benefits and any other reasons why MJM should approve this request for approved equal/substitution:

   ____________________________

7. Attach pertinent test data, technical data, and background information on the approved equal/substitution request.
BID FORMS

The Contractor shall furnish as part of this bid all of the information requested on the Bid Forms. Failure to provide a price quotation on all items shown on the Bid Form may result in rejection of the bid.

Pursuant to the Invitation for Bids, the undersigned Bidder submits a bid on the attached Bid Form and binds itself on award by the MJM Management Group under this bid to execute a Contract in accordance with its bid, the Contract Documents attached hereto and entitled YBG Security Camera Project, and to furnish the Bonds required by the Contract Documents. The components of the Contract Documents, namely, Invitation for Bids, Technical Specifications, Bid Forms and Addenda, if any, are made a part of this bid and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

The bid includes applicable California State sales tax or use taxes for San Francisco County and applicable import duties, if any.

In addition, the bid prices below include all costs for labor, materials, tolls, equipment, services, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Invitation for Bids and contract specifications.

COMPANY NAME: ________________________________

having examined the Contract Documents referred to hereinabove and all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and other services, including all costs and expenses associated herewith, which are necessary for completion of the work for:

IFB: YBG SECURITY CAMERA PROJECT

The undersigned Bidder acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

ADDENDA NOs: (if none, so state): __________________
## YERBA BUENA GARDENS AREAS

### Security Modernization

<table>
<thead>
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<th>Item</th>
<th>SOC</th>
<th>CB2</th>
<th>CB3</th>
<th>TOTAL</th>
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<td><strong>Field Devices</strong></td>
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<td>Camera, PoE, Indoor</td>
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<td>Camera, PoE, Outdoor</td>
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<td>Camera, PoE, Multi-sensor</td>
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<td>Camera, PoE, PTZ</td>
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<td>Speaker, IP</td>
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<td><strong>Infrastructure &amp; Head-end</strong></td>
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<td>Network Switching</td>
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<td>Wireless Equipment</td>
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<td>SOC Furniture &amp; Rack Cabinet</td>
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<td>Head-End Equipment (VMS, Workstations, Monitor, Firewall, Core Switch)</td>
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<td><strong>Sub-Total</strong></td>
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<td><strong>Contingency</strong></td>
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<td><strong>Taxes</strong></td>
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<td><strong>BASE SCOPE TOTAL</strong></td>
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<td><strong>ADD ALTERNATES</strong></td>
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<td>Additional Video Storage</td>
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<td>Analog-to-IP Intercom</td>
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<td><strong>Sub-Total</strong></td>
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<td><strong>Taxes</strong></td>
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<td><strong>Alternates TOTAL</strong></td>
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ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Signing in the space below certifies that the subject Bidder has read, understood and will comply with all terms and conditions set forth in the Contract Documents and that the signator(s) are authorized to execute and bind the Company to all terms and conditions of the Contract Documents.

Name of Business Organization

Street Address

City __________________________ State _____ Zip Code ___

Type of Organization (Sole Owner, Partnership, Corporation*, etc.)

Signature ___________________________ Title ___________________________

Printed Name ___________________________ Date __________________________

Signature* ___________________________ Title ___________________________

Printed Name ___________________________ Date __________________________

Area Code Telephone Number ___________________________ Email address ___________________________

Contractor’s License No. ___________________________ License Classification ___________ Expiration Date ___________

Contractor’s License No. ___________________________ License Classification ___________ Expiration Date ___________

Contractor’s License No. ___________________________ License Classification ___________ Expiration Date ___________

Contractor’s License No. ___________________________ License Classification ___________ Expiration Date ___________

Are you registered with the California Board of Equalization? YES* ______ No ______

*If yes, please attach a copy of your registration.

*NOTE: If the Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President or Vice President; and, (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence, satisfactory to MJM, is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation’s board or a copy of the corporation’s by-laws).

If the Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has full and proper authority to bind the LLC. The member or officer must provide evidence satisfactory to the MJM demonstrating that such individual is authorized to bind the LLC (e.g. a copy of a certified resolution from the LLC’s board or a copy of the LLC’s operating agreement).
BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____________________________, as BIDDER, and _____________________________, as Surety, are held and firmly bound unto the MJM MANAGEMENT GROUP, ("MJM"), in the sum of **Five Thousand Dollars ($5,000)**, for IFB: _____________________________, for the payment of which sum in lawful money of the United States of America to the MJM we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the BIDDER has submitted said Bid to MJM;

NOW, THEREFORE, if the BIDDER is awarded a Contract by MJM and, within the time and in the manner required by the Specifications, enters into a written Contract with MJM, and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by MJM and judgment is recovered, the Surety shall pay all costs incurred by MJM in such suit, including a reasonable attorneys’ fee to be fixed by the Court.

The Surety shall be bound by any valid arbitration award among the parties.

California law shall govern the interpretation of this bond.

Dated: ______________________, 20__

**TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY**

**INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA, MUST SIGN THIS BIDDER’S BOND. IN ADDITION, THE SURETY’S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.**

Notarized By: _____________________________

Bidder’s Name (Print)

Bidder’s Signature

Surety’s Name (Print)

Surety’s Signature

Surety’s Address:

City State Zip

Notary Stamp
IRREVOCABLE STANDBY LETTER OF CREDIT (Sample)

NOTE: SAMPLE FORMAT ONLY. ORIGINAL LETTER OF CREDIT MUST BE ON THE FINANCIAL INSTITUTION’S LETTERHEAD FROM WHICH IT IS DRAWN.

Date: __________

MJM Management Group
750 Howard Street
San Francisco, CA 94103

Re: Irrevocable Standby Letter of Credit No. ______

Director:

We hereby issue in your favor of the MJM Management Group (MJM) this Irrevocable Standby Letter of Credit for the account of __________________ , a __________________ (insert nature of organization, whether sole proprietorship, partnership, corporation), in the amount of $500, which is available upon your demand when accompanied by a signed statement from an officer of the MJM Management Group, stating that:

"The amount drafted is due to the MJM Management Group because of the failure of __________________ to enter into a written Contract awarded to it by the MJM, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for IFB: _____________________________ .

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before ____________ 20____. Partial drawings are permitted.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600.

Sincerely,

(Name of financial institution)

By: ____________________________
   (Signature)

Title: __________________________

City

State

Zip

Bidder’s Name

(Print) Bidder’s

Signature Surety’s

Name (Print)

Surety’s Signature

Surety’s Address
# LIST OF REFERENCES

*(Do not use MJM Management Group “MJM” as a reference)*

1. **COMPANY NAME**
   
   STREET ADDRESS
   
   CITY, STATE, ZIP
   
   NAME OF PERSON TO CONTACT
   
   AREA CODE/PHONE # (___)
   
   EMAIL ADDRESS:
   
   VALUE OF WORK PERFORMED

2. **COMPANY NAME**
   
   STREET ADDRESS
   
   CITY, STATE, ZIP
   
   NAME OF PERSON TO CONTACT
   
   AREA CODE/PHONE # (___)
   
   EMAIL ADDRESS:
   
   VALUE OF WORK PERFORMED

3. **COMPANY NAME**
   
   STREET ADDRESS
   
   CITY, STATE, ZIP
   
   NAME OF PERSON TO CONTACT
   
   AREA CODE/PHONE # (___)
   
   EMAIL ADDRESS:
   
   VALUE OF WORK PERFORMED
| COMPANY NAME | ________________________________ |
| STREET ADDRESS | ________________________________ |
| CITY, STATE, ZIP | ________________________________ |
| NAME OF PERSON TO CONTACT | ________________________________ |
| AREA CODE/PHONE # (_____) | ________________________________ |
| EMAIL ADDRESS: | ________________________________ |
| VALUE OF WORK PERFORMED | ________________________________ |

| COMPANY NAME | ________________________________ |
| STREET ADDRESS | ________________________________ |
| CITY, STATE, ZIP | ________________________________ |
| NAME OF PERSON TO CONTACT | ________________________________ |
| AREA CODE/PHONE # (_____) | ________________________________ |
| EMAIL ADDRESS: | ________________________________ |
| VALUE OF WORK PERFORMED | ________________________________ |
KEY PERSONNEL RESUME

A key personnel resume shall be completed and provided to MJM for each of the Contractor's two Journey level service technicians.

PROPOSED POSITION TITLE_________________________

EMPLOYEE'S NAME_______________________________

CURRENT POSITION WITH THE BIDDING FIRM

_________________________________________________

TIME IN CURRENT POSITION (Years, Months)

_________________________________________________________________

RESPONSIBLE FOR THE WORK OF

__________________________ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

WORK EXPERIENCE (Past 5 Years in Chronological Order):

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<thead>
<tr>
<th>Date / From - To</th>
<th>Job Title</th>
<th>Company Name</th>
<th>Address</th>
<th>Immediate Supervisor / Telephone #</th>
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A key personnel resume shall be completed and provided to MJM for each of the Contractor's two Journey level service technicians.

PROPOSED POSITION TITLE ________________________

EMPLOYEE'S NAME ________________________________

CURRENT POSITION WITH THE BIDDING FIRM

________________________________________________________________________

TIME IN CURRENT POSITION (Years, Months)

________________________________________________________________________

RESPONSIBLE FOR THE WORK OF

_________________________ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

WORK EXPERIENCE (Past 5 Years in Chronological Order):

<table>
<thead>
<tr>
<th>Date / From - To</th>
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# ATTACHMENTS

1. OMITTED
2. Small Business Enterprise Agreement
3. Nondiscrimination in Contracts and Benefits
4. Minimum Compensation Policy (MCP) Declaration
5. Healthcare Accountability Policy (HCAP) Declaration
6. Disclosure Questions
8. Notice to Employees
9. Construction Workforce Agreement
10. Statement of Compliance with Agency Policies and Certification of Applicant
11. OMITTED
12. OMITTED
13. OMITTED
14. IFB Registration Form
15. Designation of Subcontractors
16. Non-collusion Declaration
17. Disclosure of Lobbying Activities
The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. **PURPOSE.** The purpose of entering into this Small Business Enterprise Program agreement (“SBE Program”) is to establish a set of Small Business Enterprise (“SBE”) 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 contracts by or at the behest of the Agency-Assisted Contractor. 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.** The SBE Program 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.

III. **GOALS.** The Agency’s SBE Participation Goals are:

<p>| | |</p>
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<tbody>
<tr>
<td>CONSTRUCTION</td>
<td>50%</td>
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<tr>
<td>PROFESSIONAL SERVICES</td>
<td>50%</td>
</tr>
<tr>
<td>SUPPLIERS</td>
<td>50%</td>
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IV. **TRAINEE HIRING GOAL.** In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over $100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional’s contract as follows:

<table>
<thead>
<tr>
<th>Trainees</th>
<th>Design Professional Fees</th>
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<tbody>
<tr>
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<tr>
<td>1</td>
<td>$100,000 - $249,999</td>
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<td>2</td>
<td>$250,000 - $499,999</td>
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<tr>
<td>6</td>
<td>$2,000,000 - $4,999,999</td>
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<tr>
<td>7</td>
<td>$5,000,000 - $7,999,999</td>
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<td>8</td>
<td>$8,000,000 - or more</td>
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A. **Procedures for Trainee Hires**

1. **Compliance with the Trainee Hiring Goal**

   Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.
2. **Execution and Incorporation of this Agreement to Sub-agreements**

Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to YBGC-MJM Compliance Officer upon request.

3. **Contact Educational Institutions**

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. YBGC strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to YBGC-MJM Compliance Officer upon request.

7. **Action by Design Professional When No Response from Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the
educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise YBGC-MJM Compliance Officer by phone, fax or email. YBGC-MJM Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of YBGC-MJM Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to YBGC-MJM Compliance Officer upon request.

8. **Termination of Trainee for Cause**

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

**B. Reporting Requirements For Trainee Hires**

1. **Reporting**

Upon completion of the Term of the Agreement or the term of the design professional’s contract with Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to YBGC-MJM Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. **Report on Terminations**

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to YBGC-MJM Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. **TERM.** The obligations of Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by YBGC-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of YBGC-Assisted Contractor unless another term is specified in YBGC-Assisted Contract or Contract.

VI. **FIRST CONSIDERATION.** First consideration will be given by 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, but within San Francisco), and (3) Non-San Francisco-based 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.
VII. ASSOCIATIONS AND JOINT VENTURES (JV). YBGC will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, YBGC will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, YBGC will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying YBGC of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to YBGC for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. YBGC no longer certifies SBEs but instead relies on the information provided in other public entities’ business certifications to establish eligibility for the Agency’s program. Only businesses certified by YBGC as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency’s SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between YBGC, YBGC-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency’s SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 (“Policy”) or as defined in Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over YBGC-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

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.
**Agency-Assisted Contract** means, as applicable, the Development and Disposition Agreement ("DCA"), Land Disposition Agreement ("LDA"), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that YBGC executed with for-profit or non-profit entities.

**Agency-Assisted Contractor** means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

**Agency Contract** means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that YBGC 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.

**Arbitration Party** means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

**Association** means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to YBGC approval.

**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 YBGC.
**Contract** means any agreement between YBGC and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of YBGC.

**Contractor** means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

**Joint Venture** means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to YBGC approval.

**Non-San Francisco-based Small Business Enterprise** means a SBE that has fixed offices located outside the geographical boundaries of the City.

**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.

**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 firm’s 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), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

**San Francisco-based Small Business Enterprise** means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (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.

**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:

<table>
<thead>
<tr>
<th>Industry</th>
<th>YBGC SBE Size Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contractors</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Specialty Construction Contractors</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Suppliers (goods/materials/equipment</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>and general services)</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Trucking</td>
<td>$3,500,000</td>
</tr>
</tbody>
</table>

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by YBGC.

In order to determine whether or not a firm meets the above economic size definitions, YBGC will use the firm’s three most recent business tax returns (i.e., 1040 with Schedule C for SoleProprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm’s three-year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

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).

**Specialty Construction Contractor** means a contractor licensed by the Contractors State License Board under the “C” classification license pursuant to California Business and Professions Code Section 7058.

**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 the Bayview Hunters Point Redevelopment Survey Area C.

**XI. GOOD FAITH EFFORTS TO MEET SBE GOALS** Compliance with the following steps will be the basis for determining if YBGC-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

**A. Outreach** Not less than 30 days prior to the opening of bids or the selection of contractors, YBGC-Assisted Contractor or Contractor shall:

1. **Advertise.** Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the *Bid and Contract Opportunities* newsletter published by the City and County of San Francisco Purchasing Department and
media focused specifically on SBE businesses such as the *Small Business Exchange*, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs.** Request from the Agency’s Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

   B. **Pre-Solicitation Meeting.** For construction contracts estimated to cost $5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

   C. **Follow-up.** Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

   D. **Subdivide Work.** Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

   E. **Provide Timely and Complete Information.** Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

   F. **Good Faith Negotiations.** Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

   G. **Bid Shopping Prohibited.** Prohibit the shopping of the bids. Where Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

   H. **Other Assistance.** Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that YBGC has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. **Delivery Scheduling.** Establish delivery schedules which encourage participation of SBEs.

   J. **Utilize SBEs as Lower Tier Subcontractors.** Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

   K. **Maximize Outreach Resources.** Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and
placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by YBGC shall count towards meeting the participation goal.

L. Replacement of SBE. If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, YBGC’s Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. No Retaliation. No employee shall be discharged or in any other manner discriminated against by YBGC-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. No Discrimination. 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 an Agency-Assisted Contract or Contract. Agency-Assisted Contractor or 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.

C. Compliance with Prompt Payment Statute. 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 seven (7) 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 subcontractor or failure to comply with this provision shall constitute an event of default which would permit YBGC to exercise any and all remedies available to it under contract, at law or in equity.’’

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.

D. Submission of Electronic Certified Payrolls. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency’s Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.
XIII. PROCEDURES

A. Notice to Agency. Agency-Assisted Contractor or Contractor(s) shall provide YBGC with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. Affidavit. If Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to YBGC a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by YBGC shall submit only the short SBE Eligibility Statement.

C. Good Faith Documentation. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), Agency-Assisted Contractor or Contractor(s) shall meet and confer with YBGC at a date and time set by YBGC. If the issue of Agency-Assisted Contractor’s or Contractor’s good faith efforts is not resolved at this meeting, Agency-Assisted Contractor or Contractor shall submit to YBGC within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts (“Submission ”):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.

2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.

3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.

4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.

5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.
7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

8. A description of any divisions of work undertaken to facilitate SBE participation.

9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.

10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.

11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. **Presumption of Good Faith Efforts.** If Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. **Waiver.** Any of the SBE requirements may be waived if YBGC 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.

F. **SBE Determination.** YBGC shall exercise its reasonable judgment in determining whether a business, whose name is submitted by Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of YBGC's current directories will be considered by YBGC as prima facie evidence that the firm is a SBE. Where Agency-Assisted Contractor or Contractor(s) makes a submission YBGC shall make a determination, as to whether or not a business which Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If YBGC determines that the business is not a SBE, YBGC shall give Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with YBGC and if necessary, make a Submission, concerning its good faith efforts. If Agency-Assisted Contractor or Contractor disagrees with YBGC's Notice of Non-Qualification, Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. **Agency Investigation.** Where Agency-Assisted Contractor or Contractor makes a Submission and, as a result, YBGC has cause to believe that Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, YBGC shall conduct an investigation, and after affording Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s).

YBGC shall give Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of YBGC as set forth in the Notice of Non-Compliance, Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.
XIV. ARBITRATION OF DISPUTES

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where Agency-Assisted Contractor or Contractor disagrees with YBGC's Notice of Non-Qualification or Notice of Non-Compliance, Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. YBGC and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, YBGC shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first-class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by Agency-Assisted Contractor and/or Contractor shall be on YBGC.
I. **California Law Applies.** Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. **Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by YBGC.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party’s contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to YBGC any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. **Arbitrator’s Decision.** The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. **Default Award; No Requirement to Seek an Order Compelling Arbitration.** The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. **Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall
have no power to add to, subtract from, disregard, modify or otherwise alter the terms of Agency-Assisted Contract, this SBE Agreement or any other agreement between YBGC, Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator’s fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys’ fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator’s decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against YBGC for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services (“the Work”). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability.** The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

____________________  ________________
MJM                    Agency-Assisted Contractor
XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency’s 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_________________________________________  ______________________________
Signature                                      Date

_________________________________________  ______________________________
Print Your Name                                 Title

_________________________________________
Company Name and Phone Number
ATTACHMENT #3

YERBA BUENA GARDENS CONSERVANCY
DECLARATION FORM
Nondiscrimination in Contracts and Benefits

Section A
Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on YBGC contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on YBGC contracts. (Please check box to affirm, if applicable)

Section B
1. Nondiscrimination—Protected Classes
   a. Is it your company/organization’s policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:
      - Race
      - color
      - Creed
      - Religion
      - ancestry
      - national origin
      - Age
      - sex
      - Sexual orientation
      - gender identity
      - marital status
      - domestic partner status
      - Disability
      - AIDS or HIV status

   b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with YBGC or the City?
      - Yes
      - No

   If you answered “no” to any part of Question 1a or 1b, YBGC or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)
   a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?
      - Yes
      - No

   b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?
      - Yes
      - No

   If you answered “no” to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered “yes” to Question 2a or 2b, continue to 2c.

   c. If “yes,” please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).
ATTACHMENT #3

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<thead>
<tr>
<th>Benefit</th>
<th>Yes, for Spouses</th>
<th>Yes, for Partners</th>
<th>No</th>
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<td>• Pension</td>
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<td>• Employee assistance programs</td>
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<td>• Relocation and travel</td>
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<td>• Company discounts, facilities, events</td>
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<td>Other</td>
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</tbody>
</table>

   d. If you answered “yes” to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

(1) Have you taken all reasonable measures? ☐ Yes ☐ No
(2) Do you provide a cash equivalent? ☐ Yes ☐ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered “yes” to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated “yes” in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered “yes” to Question 2d(1) complete and attach form SFRA/CC-103, “Non discrimination in Benefits—Reasonable Measures Affidavit,” which is available from YBGC. You need not document your “yes” answer to Question 1a or Question 1b.

Section C

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

Executed this day of ____________, 20___, at ____________________________, ____________________________.

(City) (State)

Name of Company/Organization: __________

Doing Business As (DBA): __________

Also Known As __________

(AKA): __________

General Address:

Remittance Address (if different from above): __________

Name of Signatory: __________

Title: __________

(Please Print)

Signature: __________

Phone Number: __________ Federal Tax Identification Number: __________

Approximate number of employees in the U.S.: __________ Vendor Number: __________

☐ Check here if your address has changed.
☐ Check here if your organization is a non-profit.
☐ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE
ATTACHMENT #3

Please return this form to: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

A. What is the Nondiscrimination in Contracts Policy?
The Office of Community Investment and Infrastructure (successor agency to the San Francisco Redevelopment Agency) (“Agency”) has adopted a Nondiscrimination in Contracts Policy (“Policy”) which requires companies or organizations providing products or services to, or leasing a real property from, YBGC to agree not to discriminate against groups who are protected from discrimination under the Policy, and to include a similar provision in subcontracts and other agreements. Those provisions are the subjects of this form. The Policy is posted on the Web at: http://sfocii.org/policies-and-procedures.

If you do not comply with the Policy, YBGC cannot do business with you, except under certain very limited circumstances.

B. What Agency contracts are covered by the Policy?
- Contracts or purchase orders where YBGC purchases products, services or construction with contractors/vendors whose total amount of business with YBGC exceeds a cumulative amount of $5,000 in a 12-month period.
- Leases of property owned by YBGC for a term of 30 days or more. In these cases, YBGC is the landlord. The Policy also applies to leases for a term of 30 days or more where YBGC is the tenant.

C. What are the groups protected from discrimination under the Policy?
You may not discriminate against:
- your employees
- an applicant for employment
- any employee of YBGC or the City and County of San Francisco a member of the public having contact with you.

D. What are prohibited types of discrimination?
You may not discriminate against the specified groups for the following reasons (see Question 1a on the declaration form).
- race
- creed
- ancestry
- age
- sexual orientation
- marital status
- disability
- color
- religion
- national origin
- sex
- gender identity
- domestic partner status
- AIDS/HIV status

In the provision of benefits, you also may not discriminate between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?
For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with YBGC, you must include a nondiscrimination provision (See Question 1b on the Declaration Form). The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you’re unsure whether a contract qualifies as a subcontract, contact YBGC division administering your contract with YBGC. “Subcontract” also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

ATTACHMENT #3A
ATTACHMENT #3A

INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

F. **Nondiscrimination in benefits for spouses and domestic partners**
   1. **Who are domestic partners?**
      If your employee and another person are currently registered as domestic partners with a state, county or city that authorizes such registration, then those two people are domestic partners. It doesn’t matter where the domestic partners now live or whether they are a same-sex couple or an opposite sex couple. A company/organization may also institute its own domestic partnership registry (contact YBGC for more information).
   2. **What is nondiscrimination in benefits?**
      You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (See Question 2c on the Declaration Form).
      - If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
      - If you are unable to provide the same benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source or state or federal law prohibit the provision of equal benefits. (See Question 2d on the Declaration form).
      - The Policy does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.
   3. **Examples of benefits**
      The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on the Declaration Form.

G. **Form required**
Complete the Declaration Form to tell YBGC whether you comply with the Policy. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration Form and keep a copy for your records. If an Agency division should ask you to complete the form again, you may submit a copy of the form you originally submitted (if the information has not changed), unless you are advised otherwise.

H. **Attachments**
If you provide equal benefits, as indicated by your answers to Question 2c on the Declaration form, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM,** unless such documentation does not exist. See item 3, “Documentation for Nondiscrimination in Benefits.” If documentation does not exist, attach an explanation (e.g., some of your policies are unwritten).

I. **If your answers change**
If, after you submit the Declaration, your company/organization’s nondiscrimination policy or benefits changes such that the information you provided to YBGC is no longer accurate, you must advise YBGC promptly by submitting a new Declaration.
What the Policy does. The San Francisco Redevelopment Agency adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on YBGC contracts and subcontracts for services: for Commercial Business MCP the wage rate is $13.34 per hour effective January 1, 2016; for Nonprofit MCP the wage rate is $12.25 per hour effective May 1, 2015 and $13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The YBGC may require contractors to submit reports on the number of employees affected by the MCP.

Effect on YBGC contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.

- if a contractor does not provide the MCP minimum benefits, YBGC can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from YBGC.

What this form does. Your signed declaration will help YBGC’s contracting practice. Sign this form if you can assure YBGC that, beginning with the first YBGC contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.


Routing. Return this form to: Yerba Buena Gardens 750 Howard Street, San Francisco, CA 94103

Declaration

Effective with the first YBGC contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

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

_________________________________________  __________________________
Signature                                                   Date

_________________________________________
Print Name

_________________________________________
Company Name                                                      Phone

ATTACHMENT #4
Minimum Compensation Policy Declaration - Version 01/05/16
HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The San Francisco Redevelopment Agency adopted the San Francisco Health Care Accountability Policy (the “HCAP”), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to YBGC, contractors and subcontractors that enter into leases with YBGC, and parties providing services to tenants and sub-tenants on YBGC property to choose between offering health plan benefits to their employees or making payments to YBGC or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the YBGC Commission; (2) pay YBGC $4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed $180 in any week) and YBGC will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

The YBGC may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on YBGC contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP’s minimum benefits, YBGC can award a contract to that contractor only if the contract is exempt under the HCAP, or if the contract has received a waiver from YBGC.

What this form does. Your signed declaration will help YBGC’s contracting practice. Sign this form if you can assure YBGC that, beginning with the YBGC first contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the Contract Compliance Department at:
(415) 749-2400.

Routing. Return this form to Yerba Buena Gardens Conservancy 750 Howard Street, San Francisco, CA 94103.

Declaration

Effective with the first YBGC contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

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

__________________________    __________________________
Signature                    Date

__________________________
Print Name

__________________________    __________________________
Company Name                Phone
DISCLOSURE QUESTIONS

Instructions: Please respond completely to each question listed below using the space provided. Use a separate sheet of paper, if necessary. Please state “No” or “None” when appropriate. Do not leave a question blank or state “N/A”. If the applicant\(^1\) is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

1. Has applicant ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which applicant is a general partner. If so, please describe the circumstances including dates and current status.

Answer: ______________________________________________________

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against applicant or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations. If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations.

Answer: ______________________________________________________

3. Are there any prior or pending administrative complaint/hearing against, or any debarment or suspension of, or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant’s affiliated corporations, partnerships in which applicant is a general partner, or other business entity. If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status.

Answer: ______________________________________________________

4. Has applicant or its wholly owned subsidiaries ever filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.

Answer: ______________________________________________________

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant’s affiliated

\(^1\)For the purposes of this RFQ, the term “applicant” shall mean and refer to the respondent to this RFQ regardless of legal form. Thus applicant applies to individuals, sole proprietors, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.
corporations or partnerships in which applicant is a general partner, or other business entity, with any member of YBGC Commission or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.²

Answer: __________________________________________

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the Disclosure Questionnaire is true and correct.

Date:_____________ Signed: ________________________________

² In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest over $2,000; real property interest over $2,000; other source of income within 12 months before the decision over $500; gift or intermediary for donor of gift within 12 months - $250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.
ATTACHMENT 7
PREVAILING WAGE PROVISIONS: (LABOR STANDARDS)
PERSONAL SERVICES CONTRACTS

1. **Applicability.** These Prevailing Wage Provisions (hereinafter referred to as "Labor Standards") apply to any and all capital improvements at the Yerba Buena Gardens covered by the Personal Services Contract between the San Francisco Redevelopment Agency and MJM Management Group dated July 1, 2009 (the “Personal Services Contract”).

2. **All Contracts and Subcontracts shall contain the Labor Standards.**

   (a) All specifications relating to the capital improvements shall contain these Labor Standards and MJM Management Group shall have the responsibility to assure that all contracts and subcontracts, regardless of tier, incorporate by reference the specifications containing these Labor Standards. If for any reason said Labor Standards are not included, the Labor Standards shall nevertheless apply. MJM Management Group shall supply the Agency with true copies of each contract relating to the capital improvements showing the specifications that contain these Labor Standards promptly after due and complete execution thereof and before any work under such contract commences. Failure to do shall be a violation of these Labor Standards.

   (b) MJM Management Group shall also supply a written confirmation to YBGC from any construction lender for the capital improvements that such construction lender is aware of these Labor Standards.

3. **Definitions.** The following definitions shall apply:

   (a) "Contractor" is MJM Management Group if permitted by law to act as a construction contractor, the general contractor, and any construction contractor as well as any construction subcontractor of any tier subcontractor having a contract or subcontract that exceeds $10,000, and who employs Laborers, Mechanics, working foremen, and security guards to perform the capital improvements.

   (b) "Laborers" and "Mechanics" are all persons providing labor to perform the capital improvements, including working foremen and security guards.

   (c) "Working foreman" is a person who, in addition to performing supervisory duties, performs the work of a Laborer or Mechanic during at least 20 percent of the workweek.
4  **Prevailing Wage.**

(a) All Laborers and Mechanics employed to perform the capital improvements 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 §5) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the General Prevailing Wage Determination (hereinafter referred to as the "Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and 1773.1, regardless of any contractual relationship which may be alleged to exist between the Contractor and such Laborers and Mechanics. At the time of bid solicitation YBGC shall provide MJM Management Group with a copy of the applicable Wage Determination.

All Laborers and Mechanics shall be paid the appropriate wage rate and fringe benefits for the classification of work actually performed, without regard to skill. Laborers or Mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the Contractor's payroll records accurately set forth the time spent in each classification in which work is performed.

(b) Whenever the wage rate prescribed in the Wage Determination for a class of Laborers or Mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit in the manner as stated therein i.e. the vacation plan, the health benefit program, the pension plan and the apprenticeship program, or shall pay an hourly cash equivalent thereof.

(c) If the Contractor does not make payments to a trustee or other third person, the Contractor 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, provided the Executive Director of YBGC has found, upon the written request of the Contractor, through MJM Management Group that the intent of the Labor Standards has been met. Records of such costs shall be maintained in the manner set forth in subsection (a) of §8. The Executive Director of YBGC may require MJM Management Group to set aside in a separate interest-bearing account with a member of the Federal Deposit Insurance Corporation, assets for the meeting of obligations under the plan or program referred to above in subsection (b) of this §4. The interest shall be accumulated and shall be paid as determined by YBGC acting at its sole discretion.

(d) Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which
cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

5. **Permissible Payroll Deductions** The following payroll deductions are permissible deductions. Any others require the approval of YBGC's Executive Director.

(a) Any withholding made in compliance with the requirements of Federal, State or local income tax laws, and the Federal social security tax.

(b) Any repayment of sums previously advanced to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such manner as to give him or her complete freedom of disposition of the advanced funds.

(c) Any garnishment, unless it is in favor of the Contractor (or any affiliated person or entity), or when collusion or collaboration exists.

(d) Any contribution on behalf of the employee, to funds established by the Contractor, representatives of employees or both, for the purpose of providing from principal, income or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents provided, however, that the following standards are met:

1. The deduction is not otherwise prohibited by law; and

2. It is either:
   a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining or for the continuation of employment, or
   b. Provided for in a bona fide collective bargaining agreement between the Contractor and representatives of its employees; and

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor (or any affiliated person or entity) in the form of commission, dividend or otherwise; and
4. The deduction shall serve the convenience and interest of the employee.

(e) Any authorized purchase of United States Savings Bonds for the employee.

(f) Any voluntarily authorized repayment of loans from or the purchase of shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any contribution voluntarily authorized by the employee for the American Red Cross, United Way and similar charitable organizations.

(h) Any payment of regular union initiation fees and membership dues, but not including fines or special assessments, provided that a collective bargaining agreement between the Contractor and representatives of its employees provides for such payment and the deductions are not otherwise prohibited by law.

6. **Apprentices and Trainees.** Apprentices and trainees will be permitted to work at less than the Mechanic's rate for the work they perform when they are employed pursuant to and are individually registered in an apprenticeship or trainee program approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training ("BAT") or with the California Department of Industrial Relations, Division of Apprenticeship Standards ("DAS") or if a person is employed in his or her first 90 days of probationary employment as an apprentice or trainee in such a program, who is not individually registered in the program, but who has been certified by BAT or DAS to be eligible for probationary employment. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for a Mechanic. Every apprentice or trainee must be paid at not less than the rate specified in the registered program for the employee's level of progress, expressed as a percentage of a Mechanic's hourly rate as specified in the Wage Determination. Apprentices or trainees shall be paid fringe benefits in accordance with the provisions of the respective program. If the program does not specify fringe benefits, employees must be paid the full amount of fringe benefits listed in the Wage Determination.
7. **Overtime.** No Contractor contracting for any part of the capital improvements which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed to perform such capital improvements to work in excess of eight hours in any calendar day or in excess of 40 hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, whichever is greater.

8. **Payrolls and Basic Records.**

   (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of its work on the capital improvements and preserved for a period of one year thereafter for all Laborers and Mechanics it employed to perform the capital improvements. Such records shall contain the name, address and social security number of each employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the wages of any Laborer or Mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show the costs anticipated or the actual costs incurred in providing such benefits and that the plan or program has been communicated in writing to the Laborers or Mechanics affected. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage prescribed in the applicable programs or the Wage Determination.

   (b) 1. The Contractor shall submit to YBGC on each Wednesday at noon a copy of the payrolls for the preceding week in which any capital improvements were performed. The payrolls submitted shall set out accurately and completely all of the information required by YBGC's Optional Form (certified payroll report form), an initial supply of which may be obtained from YBGC. The Contractor, if a prime contractor, or MJM Management Group acting as the Contractor, is responsible for the submission of copies of certified payrolls by all subcontractors; otherwise each Contractor shall timely submit such payrolls.

   2. Each weekly payroll shall be accompanied by the Statement of Compliance that accompanies YBGC's Optional Form and properly executed by the Contractor or his or her agent, who pays or supervises the payment of the employees.
(c) The Contractor shall make the records required under this §8 available for inspection or copying by authorized representatives of YBGC, and shall permit such representatives to interview employees during working hours on the job. On request the Executive Director of YBGC shall advise the Contractor of the identity of such authorized representatives.

9. **Occupational Safety and Health.** No Laborer or Mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her safety and health as determined under construction safety and health standards promulgated by Cal-OSHA or if Cal-OSHA is terminated, then by the federal OSHA.

10. **Equal Opportunity Program.** The utilization of apprentices, trainees, Laborers and Mechanics under this part shall be in conformity with the equal opportunity program set forth in the Personal Services Contract including the Construction Work Force Agreement and the Permanent Work Force Agreement. Any conflicts between the languages contained in these Labor Standards and the Personal Services Contract shall be resolved in favor of the language set forth in the Personal Services Contract, except that in no event shall less than the prevailing wage be paid.

11. **Nondiscrimination Against Employees for Complaints.** No Laborer or Mechanic to whom the wage, salary or other Labor Standards of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to these Labor Standards.

12. **Posting of Notice to Employees.** A copy of the Wage Determination referred to in subsection (a) of §4 together with a copy of a "Notice to Employees," in the form appearing on the last page of these Labor Standards, shall be given to MJM Management Group. The Notice to Employees and the Wage Determination shall both be posted and maintained by the Contractor in a prominent place readily accessible to all applicants and employees performing the capital improvements before the capital improvements commence. If such Notice and Wage Determination is not so posted or maintained, YBGC may do so.

13. **Violation and Remedies.**

   (a) **Liability to Employee for Unpaid Wages.** The Contractor shall be liable to the employee for unpaid wages, overtime wages and benefits in violation of these Labor Standards.
(b) Stop Work--Contract Terms, Records and Payrolls. If there is a violation of these Labor Standards by reason of the failure of any contract or subcontract for the capital improvements to contain the Labor Standards as required by §2 ("Non-Conforming Contract"); or by reason of any failure to submit the payrolls or make records available as required by §8 ("Non-Complying Contractor"), the Executive Director of YBGC may, after written notice to MJM Management Group with a copy to the Contractor involved and failure to cure the violation within five working days after the date of such notice, stop the capital improvements under the Non-Conforming Contract or of the Non-Complying Contractor until the Non-Conforming Contract or the Non-Complying Contractor comes into compliance.

(c) Stop Work and Other Violations. For any violation of these Labor Standards the Executive Director of YBGC may give written notice to MJM Management Group, with a copy to the Contractor involved, which notice shall state the claimed violation and the amount of money, if any, involved in the violation. Within five working days from the date of said notice, MJM Management Group shall advise YBGC in writing whether or not the violation is disputed by the Contractor and a statement of reasons in support of such dispute (the "Notice of Dispute"). In addition to the foregoing, MJM Management Group, upon receipt of the notice of claimed violation from YBGC, shall with respect to any amount stated in YBGC notice withhold payment to the Contractor of the amount stated multiplied by 45 working days and shall with the Notice of Dispute, also advise YBGC that the moneys are being or will be withheld. If MJM Management Group fails to timely give a Notice of Dispute to YBGC or to advise of the withhold, then the Executive Director of YBGC may stop the capital improvements under the applicable contract or by the involved Contractor until such Notice of Dispute and written withhold advice has been received.

Upon receipt of the Notice of Dispute and withhold advice, any stop work which the Executive Director has ordered shall be lifted, but MJM Management Group shall continue to withhold the moneys until the dispute has been resolved either by agreement, or failing agreement, by arbitration as is provided in §14.

(d) Withholding Certificates of Completion. YBGC may withhold any or all certificates of completion of the capital improvements provided for in this Agreement, for any violations of these Labor Standards until such violation has been cured.
General Remedies. In addition to all of the rights and remedies herein contained, but subject to arbitration, except as hereinafter provided, YBGC shall have all rights in law or equity to enforce these Labor Standards including, but not limited to, a prohibitory or mandatory injunction. Provided, however, the stop work remedy of YBGC provided above in subsection (b) and (c) is not subject to arbitration.


(a) Any dispute regarding these Labor Standards shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further provisions thereof.

(b) YBGC and all persons or entities that have a contractual relationship affected by the dispute shall be made a party to the arbitration. Any such person or entity not made a party in the demand for arbitration may intervene as a party and in turn may name any such person or entity as a party.

(c) The arbitration shall take place in the City and County of San Francisco.

(d) Arbitration may be demanded by YBGC, MJM Management Group or the Contractor.

(e) With the demand for arbitration, there must be enclosed a copy of these Labor Standards, and a copy of the demand must be mailed to YBGC and MJM Management Group, or as appropriate to one or the other if MJM Management Group or YBGC is demanding arbitration. If the demand does not include the Labor Standards, they are nevertheless deemed a part of the demand. With the demand if made by YBGC or within a reasonable time thereafter if not made by YBGC, YBGC shall transmit to the AAA a copy of the Wage Determination (referred to in §4) and copies of all notices sent or received by YBGC pursuant to §13. Such material shall be made part of the arbitration record.

(f) One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators of the AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the parties fail to select an arbitrator, within seven (7) days from the receipt of the panel, the AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within 30 days from appointment.
Any party to the arbitration whether the party participates in the arbitration or not shall be bound by the decision of the arbitrator whose decision shall be final and binding on all of the parties and any and all rights of appeal from the decision are waived except a claim that the arbitrator's decision violates an applicable statute or regulation. The decision of the arbitrator shall be rendered on or before 30 days from appointment. The arbitrator shall schedule hearings as necessary to meet this 30-day decision requirement and the parties to the arbitration, whether they appear or not, shall be bound by such scheduling.

Any party to the arbitration may take any and all steps permitted by law to enforce the arbitrator's decision and if the arbitrator's decision requires the payment of money the Contractor shall make the required payments and MJM Management Group shall pay the Contractor from money withheld.

Costs and Expenses. Each party shall bear its own costs and expenses of the arbitration and the costs of the arbitration shall be shared equally among the parties.

15. **Non-liability of YBGC** MJM Management Group and each Contractor acknowledge and agree that the procedures hereinafter set forth for dealing with violations of these Labor Standards are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids for the capital improvements, in determining the time for commencement and completion of capital improvements and in proceeding with the capital improvements. Accordingly, MJM Management Group, and any Contractor, by proceeding with the capital improvements expressly waives and is deemed to have waived any and all claims against YBGC for damages, direct or indirect, arising out of these Labor Standards and their enforcement and including but not limited to claims relative to stop work orders, and the commencement, continuance or completion of the capital improvements.
SAN FRANCISCO REDEVELOPMENT AGENCY

NOTICE TO EMPLOYEES

EQUAL OPPORTUNITY The contractor must take equal opportunity to provide employment opportunities to minority group persons and women and shall not discriminate on the basis of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.

NON-DISCRIMINATION

PREVAILING WAGE You shall not be paid less than the wage rate attached to this Notice for the kind of work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week, whichever is greater.

APPRENTICES Apprentice rates apply only to employees registered under an apprenticeship or trainee program approved by the Bureau of Apprenticeship and Training or the California Division of Apprenticeship Standards.

PROPER PAY If you do not receive proper pay, write San Francisco Redevelopment Agency 1 South Van Ness Avenue, Floor 5 San Francisco, CA 94103 or call Contract Compliance Specialist at 415-749-2400
ATTACHMENT 9

CONSTRUCTION WORK FORCE AGREEMENT:
PERSOINAL SERVICES CONTRACTS

I. PURPOSE. The purpose of YBGC and the Personal Services Contractor entering into this Construction Work Force Agreement is to ensure equal employment opportunities for minority group persons and women in the construction work force involved in constructing any capital improvements upon the Yerba Buena Gardens (herein referred to as the “site” covered by the Personal Services Contract between the San Francisco Redevelopment Agency and MJM Management Group dated July 1, 2009. To achieve this purpose, YBGC and the Personal Services Contractor adopt the standards and requirements set forth below, which are modeled on the standards and requirements of Executive Order 11246 and its implementing regulations including those contained in 41 Code of Federal Regulations ("CFR") Parts 60-1.4, 60-4.2 and 60-4.3.

II. WORK FORCE GOALS.

A. The goals set forth below are expressed as a percentage of each Construction Contractor's total hours of employment and training by trade on the Site. The goals represent the level of minority and female utilization each Construction Contractor should reasonably be able to achieve in each construction trade in which it has employees on the Site. The Personal Services Contractor agrees and will require each Construction Contractor (regardless of tier), to use its good faith efforts to employ minority group persons and women to perform construction work upon the Site at a level at least consistent with said goals.

B. Goals

1. Goal for minority group participation in each trade: 25.6 percent of the total hours worked in the trade.

2. Goal for female participation in each trade: 6.9 percent of the total hours worked in the trade.

3. Goal for participation of San Francisco residents in each trade: 50 percent of the total hours worked in the trade. Residents of the Yerba Buena Project Area shall be given first consideration for hiring followed by other San Francisco Project Area residents.

C. If a conflict arises, achieving the ethnic and gender goals shall take precedence over achieving the residency goal set forth in Section II.B.3.

The goals set forth in Section II.B shall be amended to reflect goals issued by the YBGC, shall either reflect the availability of minority group persons and/or women in the relevant labor area to perform construction work generally or by
trade, or, be designed to correct the effects of past discrimination in situations where YBGC concludes that the facts establish a prima facie case of discrimination against a minority group or women, or otherwise meet the current judicial standards for setting employment goals. A judicial finding of discrimination shall not be a prerequisite to the establishment of new goals by YBGC. If the Personal Services Contractor believes that the new goals violate applicable legal standards, the Personal Services Contractor may challenge the goals either through arbitration under Attachment H or in a de novo court action.

D. Amendments to the goals shall be prospective and go into effect 20 days after YBGC mails written notice of the amendments to the Personal Services Contractor. New goals shall not be applied retroactively.

E. Although paragraph B establishes a single goal for minority group persons and a separate, single goal for women, each Construction Contractor is required to provide equal employment opportunity to all ethnic groups, both male and female, and all women, both minority and non-minority. Consequently, a Construction Contractor may be in violation of this Construction Work Force Agreement if a particular ethnic group is employed in a substantially disparate manner (for example, even though the Construction Contractor has achieved its goal for women generally, the Construction Contractor may be in violation if a specific ethnic group of women is underutilized.) If YBGC determines, after affording a Construction Contractor notice and an opportunity to be heard, that the Construction Contractor has violated its obligations under this paragraph, YBGC may set, for that Construction Contractor, work force participation goals by particular ethnic group, e.g., Blacks, Latinos, etc.

F. Each Construction Contractor is individually required to comply with its obligations under this Construction Work Force Agreement, and to make a good faith effort to achieve each goal in each trade in which it has employees employed at the Site. (See Section IV below.) The overall good faith performance by other Construction Contractors or Construction Subcontractors toward a goal does not excuse any covered Construction Contractor's failure to make good faith efforts to achieve the goals.

G. The Construction Contractor shall not use the goals or equal opportunity standards to discriminate against any person because of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.

H. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Construction Contractor during the training period, and the Construction 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. Unless otherwise permitted by law, trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
III. INCORPORATION. Whenever the Personal Services Contractor, the general Construction Contractor, or any Construction Contractor at any tier subcontracts a portion of the work on the Site involving any construction trade, it shall set forth verbatim and make binding on each Construction subcontractor which has a contract in excess of $10,000 the provisions of this Construction Work Force Agreement, including the applicable goals for minority group and female participation in each trade.

IV. EQUAL OPPORTUNITY REQUIREMENTS.

A. Each Construction Contractor shall take specific equal opportunities to ensure equal employment opportunity ("EEO"). The evaluation of the Construction Contractor's compliance with this Construction Work Force Agreement shall be based upon its good faith efforts to achieve maximum results from its actions. Each Construction Contractor shall document these efforts fully, and shall implement equal opportunity steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at the Site. The Construction Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Construction Contractor's obligation to maintain such a working environment with specific attention given to minority group persons or women working at the Site.

2. Provide written notification to community-based organizations and any other organizations identified for the Construction Contractor by YBGC when the Construction Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses and telephone numbers of each off-the-street, minority group, female or resident applicant and each minority, female and resident 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 Construction Contractor by the union, or if referred, not employed by the Construction Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Construction Contractor may have taken.
4. Provide immediate written notification to YBGC when the union or unions with which the Construction Contractor has a collective bargaining agreement has not referred to the Construction Contractor a minority group person, a woman or a resident sent or requested by the Construction Contractor, or when the Construction Contractor has other information that the union referral process has impeded the Construction Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs which expressly include minority group persons and women, including apprenticeship, trainee and upgrading programs relevant to the Construction Contractor's employment needs, especially those funded or approved by BAT or DAS. The Construction Contractor shall provide notice of these programs to the sources compiled under Section IV.A.2 above.

6. Disseminate the Construction Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Construction 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 group and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at the Site.

7. Review, prior to beginning work at the Site and at least annually thereafter, the Construction Contractor's EEO policy and equal opportunity obligations under the PERSONAL SERVICES CONTRACT and this Construction Work Force Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc. 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. YBGC's contract compliance staff shall be invited to attend the meeting held prior to the beginning of work at the Site.

8. Disseminate the Construction Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Construction Contractor's EEO policy with other Construction Contractors and Construction Subcontractors with whom the Construction Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to local minority group, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Construction 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 Construction 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.

10. Encourage present minority and female employees to recruit other minority group 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 Construction Contractor's work force.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation of minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training etc., such opportunities.

13. 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 Construction Contractor's obligations hereunder are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the genders.

15. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Construction Contractor's EEO policies and equal opportunity obligations.

B. Construction Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their equal opportunity obligations under Section IV.A.1 through 15. The efforts of a Construction Contractor association, joint Construction Contractor-union, Construction Contractor-community, or other similar group of which the Construction Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section IV.A.1 through 15 provided that the Construction Contractor actively
participates in the group, makes every effort to assure that the group has a positive impact on the employment of minority group persons and women in the industry, ensures that the concrete benefits of the program are reflected in the Construction Contractor's minority and female work force composition, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Construction Contractor. The obligation to comply, however, is the Construction Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Construction Contractor's noncompliance.

V. ADDITIONAL PROVISIONS.

A. The failure by a union with which the Construction Contractor has a collective bargaining agreement, to refer either minority group persons or women shall not excuse the Construction Contractor's obligations under this Construction Work Force Agreement.

B. A Construction Contractor shall not enter into any subcontract with any person or firm that the Construction Contractor knows or should have known is debarred from government contracts pursuant to Executive Order 11246.

C. No employee to whom the equal opportunity provisions of this Construction Work Force Agreement are applicable shall be discharged or in any other manner discriminated against by the Construction Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to the PERSONAL SERVICES CONTRACT or this Schedule.

D. Each Construction Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the Construction Contractor's EEO policy is being carried out.

VI. DOCUMENTATION AND RECORDS.

A. Submission of certified payroll reports to YBGC. Each Construction Contractor shall submit through the General Contractor (Prime Contractor) to YBGC by noon on each Wednesday a report providing the information on each of its employees contained in YBGC's Optional Form of payroll report for the preceding week. Each prime Construction Contractor is responsible for the submission of this report by each of its Construction Subcontractors.

B. Instructions for coding certified payroll reports. In addition to maintaining the information required by Section VI.C, each Construction Contractor shall include, on the weekly payroll submissions, the code designating each employee's craft, skill level, protected class status and domicile in accordance with the following table:
### Table for Coding Crafts, Minority Group Persons, Women and Residents on Certified Payrolls

<table>
<thead>
<tr>
<th>CRAFT CODE</th>
<th>DESCRIPTION</th>
<th>CRAFT CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electrician</td>
<td>22</td>
<td>Carpet, Linoleum, Vinyl Tile Layer</td>
</tr>
<tr>
<td>2</td>
<td>Iron Worker</td>
<td>23</td>
<td>Elevator Constructor</td>
</tr>
<tr>
<td>3</td>
<td>Sheet Metal Worker</td>
<td>24</td>
<td>Cement Mason</td>
</tr>
<tr>
<td>4</td>
<td>Asbestos Worker/Heat &amp; Frost Insulator</td>
<td>25</td>
<td>Laborer or Allied Worker</td>
</tr>
<tr>
<td>5</td>
<td>Plumber, Pipe or Steamfitter</td>
<td>26</td>
<td>Glazier &amp; Glassmaker</td>
</tr>
<tr>
<td>6</td>
<td>Refrigeration</td>
<td>27</td>
<td>Painter, Paperhanger, Taper</td>
</tr>
<tr>
<td>7</td>
<td>Boilermaker</td>
<td>28</td>
<td>Sign Installer</td>
</tr>
<tr>
<td>8</td>
<td>Sprinkler Fitter</td>
<td>29</td>
<td>Scrapper</td>
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<tr>
<td>9</td>
<td>Brick, Caulk, Marble, Point, Terrazzo</td>
<td>30</td>
<td>Awning Installer</td>
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<tr>
<td>10</td>
<td>Hood Carrier</td>
<td>31</td>
<td>Drapery Hanger</td>
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<tr>
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<td>Terrazzo Finisher</td>
<td>32</td>
<td>Low Voltage Electrician</td>
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<tr>
<td>12</td>
<td>Plasterer</td>
<td>33</td>
<td>Towboat Operator-Marine Engineer</td>
</tr>
<tr>
<td>13</td>
<td>Lather</td>
<td>34</td>
<td>Towboat Deckhand-Inland Boat worker</td>
</tr>
<tr>
<td>14</td>
<td>Carpenter or Drywall Hanger</td>
<td>35</td>
<td>Owner/Operator - Truck</td>
</tr>
<tr>
<td>15</td>
<td>Mill Worker or Cabinetmaker</td>
<td>36</td>
<td>Personal Services Contractor Owner/Operator - Heavy Equipment</td>
</tr>
<tr>
<td>16</td>
<td>Millwright</td>
<td>37</td>
<td>Upholsterer</td>
</tr>
<tr>
<td>17</td>
<td>Roofer</td>
<td>38</td>
<td>Teamster, Construction</td>
</tr>
<tr>
<td>18</td>
<td>Pile Driver</td>
<td>39</td>
<td>Janitor</td>
</tr>
<tr>
<td>19</td>
<td>Surveyor/Operating Engineer</td>
<td>40</td>
<td>Environmental Control System Installer</td>
</tr>
<tr>
<td>20</td>
<td>Tile (Ceramic)/Marble Finisher</td>
<td>41</td>
<td>Window Cleaner</td>
</tr>
<tr>
<td>21</td>
<td>Tile (Ceramic)Setter</td>
<td>89</td>
<td>Security Guard</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>CODE</th>
<th>DESCRIPTION</th>
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<tbody>
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<td>D</td>
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<td>Black</td>
</tr>
<tr>
<td>R</td>
<td>Project Area Resident</td>
<td>I</td>
<td>American Indian</td>
</tr>
<tr>
<td>S</td>
<td>Latino</td>
<td>C</td>
<td>Caucasian/White</td>
</tr>
<tr>
<td>O</td>
<td>Asian/Pacific Islander</td>
<td>W</td>
<td>Woman</td>
</tr>
</tbody>
</table>
C. Required records. For each employee, the Construction Contractor's payroll or similar record shall contain the name, address, whether an employee lives in the Project Area, telephone numbers, construction trade, classification, union affiliation (if any), employee identification number, Social Security number, gender, race, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hourly wage rates (including rates of contributions for costs anticipated for fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made and actual wages paid. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Construction Contractor shall not be required to maintain separate records.

D. Additional information. The certified payroll report required by Section VI.B shall be accompanied by:

1. A statement of any problems encountered by the Construction Contractor in obtaining minority, female or resident referrals from any union; and

2. A statement of the reasons why the Construction Contractor failed to meet the ethnic and gender employment goals (if the goals were not met), the reasons why the Construction Contractor failed to meet the 50 percent San Francisco residency goal (if that goal was not met) and the reasons why the Construction Contractor was not able to perform any of the equal opportunity steps set forth in Section IV.A.1 through 15 (if any of the steps were not taken).

E. Inspection of records. The Construction Contractor shall make the records required under this section available for inspection or copying by authorized representatives of YBGC, and shall permit such representatives to interview employees during working hours on the job.

F. Failure to submit reports. If a Construction Contractor fails or refuses to provide the reports to the General Construction Contractor as required by Section VI.A, YBGC, upon notice from the General Construction Contractor or the Personal Services Contractor, shall consider but not be required to institute arbitration proceedings against the noncompliant Construction Contractor.

G. Submission of good faith effort documentation. If the Construction Contractor's good faith efforts are at issue, the Construction Contractor shall provide YBGC with the documentation of its efforts as required by Section IV.A.

VII. ARBITRATION OF DISPUTES.

A. Arbitration by AAA Any dispute regarding this Construction Work Force Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the
Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Personal Services Contractor disagrees with YBGC’s Notice of Non-Qualification or Notice of Non-Compliance, the Personal Services Contractor shall have seven (7) business days, in which to file a Demand for Arbitration, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Personal Services Contractor fails to file a timely Demand for Arbitration, the Personal Services Contractor shall be deemed to have accepted and to be bound by the findings contained in the Notice of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties’ Participation. YBGC and all persons or entities that have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Personal Services Contractor made an initial timely Demand for Arbitration pursuant to Section VII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, YBGC shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first-class mail to each Arbitration Party.
G. **Discovery.** In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. **Burden of Proof.** The burden of proof with respect to Construction Work Force compliance and/or Good Faith Efforts shall be on the Personal Services Contractor. The burden of proof as to all other alleged breaches by the Personal Services Contractor shall be on YBGC.

I. **California Law Applies.** Except where expressly stated to the contrary in this Construction Work Force Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. **Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Personal Services Contractor or this Construction Work Force Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Personal Services Contractor or this Construction Work Force Agreement, other than those minor modifications or extensions necessary to enable compliance with this Construction Work Force Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the Agency’s Work Force policy requirements. Contracts may be continued upon the condition that a program for future compliance is approved by YBGC.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party’s contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this Construction Work Force Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party.
whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to YBGC any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. **Arbitrator’s Decision.** The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. **Default Award; No Requirement to Seek an Order Compelling Arbitration.**
The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. **Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of this Construction Work Force Agreement or any other agreement between YBGC and Personal Services Contractor or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys’ fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, arbitrator’s defended in bad faith. Judgment upon the decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Personal Services Contractor expressly waives any and all claims against YBGC for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services (“the Work”). Personal Services Contractor acknowledges and agrees that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this Construction Work Force Agreement are reasonable and have been anticipated by the parties in securing financing, in
inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability.** The provisions of this Construction Work Force Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Construction Work Force Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Construction Work Force Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

______________________________  ______________________________
Agency                          Personal Services Contractor

VIII. **PRECONSTRUCTION MEETING.**

A. Prior to the commencement of construction, the general Construction Contractor, any prime Construction Contractor, or any Construction Subcontractor at any tier shall attend a preconstruction meeting convened by YBGC and to which outreach organizations are invited to review the reporting requirements, the prospective construction work force composition and any problems that may be anticipated in meeting the construction work force goals.
B. Any Construction Subcontractor at any tier, who does not attend such a meeting shall not be permitted on the job site. YBGC shall convene additional preconstruction meetings within 24 hours of the Construction Contractor's request. The Construction Contractor shall endeavor to include as many prospective Construction Subcontractors as possible that are performing work within one week and one month of these meetings in order not to protract unduly the number of meetings.

C. Failure to comply with this preconstruction meeting provision may result in YBGC ordering a suspension of work by the prime Construction Contractor and/or the Construction Subcontractor until the breach has been cured. Suspension under this provision is not subject to arbitration.

IX. **TERM.** The obligations of the Personal Services Contractor and the Construction Contractors with respect to their construction work forces, as set forth in the PERSONAL SERVICES CONTRACT and this Construction Work Force Agreement, shall remain in effect until completion of all work to be performed by the Personal Services Contractor in connection with the construction of capital improvements.

I, hereby certify that I have authority to execute this Construction Work Force Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency’s Construction Work Force participation goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_________________________________________  ________________________________
Signature                                                      Date

_________________________________________  ________________________________
Print Your Name                                                Title

_________________________________________
Company Name and Phone Number
ATTACHMENT #10

STATEMENT OF COMPLIANCE WITH YBGC POLICIES &
CERTIFICATION OF APPLICANT

Applicant(s)_________________________ agrees to comply with all of
YBGC’s policies, including but not limited to insurance and indemnification requirements
found in this RFP.

Applicant(s) hereby certifies that is in good standing with federal, state, and local regulatory
bodies, and is authorized to conduct business and provide the goods and/or services requested in
this RFP.

The undersign hereby certifies under penalty of perjury under the laws of the State of
California that the foregoing statements and all information provided in Applicant’s proposal
in response to this RFP are true and correct.

Date:______________ Signed: ____________________________

Print Name: __________________________

Title: __________________________
ATTACHMENT #11

INTENTIONALLY OMITTED
ATTACHMENT #12

INTENTIONALLY OMITTED
ATTACHMENT #13

INTENTIONALLY OMITTED
<table>
<thead>
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<th>IFB – Yerba Buena Gardens – Project</th>
</tr>
</thead>
</table>
| **Name of Organization:**
| ________________________________ |
| **Address:**
| __________________________________ |
|                                  |
| **Contact Person:**
| ______________ |
| **Phone:**
| ____________________ |
| **Fax:**
| ____________________ |
| **E-mail:**
| ____________________ |
ATTACHMENT 15 - DESIGNATION OF SUBCONTRACTORS

Pursuant to Public Contract Code Section 4100-4114, Bidder shall list the name, location of the place of business, and California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in an amount in excess of one-half of 1 percent of the Contractor's total bid. Bidder shall specify the portion of work that will be done by each subcontractor and shall list only one subcontractor for each portion of work.

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT
ATTACHMENT #16

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the __________________________ of __________________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __________________________ [date], at __________________________ [city], __________________________ [state].

__________________________________________ (Print Name)

__________________________________________ (Signature)

__________________________________________ (Title)

__________________________________________ (Company Name)
# ATTACHMENT 17 - DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

**1. Type of Federal Action:**
- [ ] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

**2. Status of Federal Action:**
- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

**3. Report Type:**
- [ ] a. initial filing
- [ ] b. material change

For Material Change Only:
- [ ] year__________
- [ ] quarter__________
- [ ] date of last report

**4. Name and Address of Reporting Entity:**
- Prime
- Sub-awardee

Tier_______, if known:

Congressional District, if known: 4c

**5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:**

Congressional District, if known:

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable:

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

$  

**10. a. Name and Address of Lobbying Registrant**

( if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a)

( last name, first name, MI):

**11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

Signature:__________________________

Print Name: _________________________

Title: ______________________________

Telephone No.: _____________________

Date: ______________________________

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
YERBA BUENA GARDENS
SECURITY SYSTEM
UPGRADES

SPECIFICATIONS

100% CONSTRUCTION DOCUMENTS
10/12/2019

750 Howard Street,
San Francisco, CA, 94103
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- 01 33 00 Submittals Procedures
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- 28 23 00 Video Surveillance
SECTION 01 10 00

SUMMARY

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Project information.
      2. Work covered by Contract Documents.
      3. Work Schedule, Coordination and Sequence
      4. Contractor’s use of site and premises.
      5. Coordination with occupants.
      6. Work restrictions.
      7. Specification and Drawing Conventions
      8. Removal
      9. Expected Behavior
     10. Quality Control
     11. Quality Assurance and Testing

1.3 PROJECT INFORMATION
      1. Project Location: 750 Howard St, San Francisco, CA 94103.
   B. Owner: Department of Real Estate, City and County of San Francisco, 25 Van ness Ave, San Francisco, CA, 94102
      2. Yerba Buena Gardens Manager: Mary McCue or Brian Sales, MJM Management, Yerba Buena Gardens, email: mmccue@ybgardens.com, or bsales@ybgardens.com, phone: 415.825.3566.

1.4 WORK COVERED BY CONTRACT DOCUMENTS
   A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Replacement of some existing security related devices and equipment as well as
adding new security related equipment located inside CB2, CB3 and the
Management Office of the Yerba Buena Gardens (YBG) and other Work indicated
in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 WORK SCHEDULE, COORDINATION AND SEQUENCE

A. Schedule: Contractor shall provide a complete line-item schedule, with milestones,
immediately after receiving the Notice to Proceed and prior to commencement of Project-
related Work, and provide an updated schedule.

B. Coordination of Work: Contractor shall coordinate Work to accommodate the Owners’
use of the property and other Buildings during the construction period; coordinate the
construction schedule and operations with the Owner’s Representative, Project
Management Firm, and Consultant.

1. Once the Contractor mobilizes and begins Work, the Contractor shall work
continuously, during approved work hours, Monday through Friday (see item 1.6,
“B” below), and if needed, as approved by the Owner ahead of time, part-day
Saturday(s) to complete the Project in a timely fashion to minimize the amount of
time that Building and adjacent area is unavailable for Tenant and Public use.

2. The Work shall be conducted in continuous, properly sequenced and managed
phases, and shall meet the Substantial Completion and Final Completion dates
referenced in the contract.

1.6 CONTRACTOR’S USE OF SITE AND PREMISES

A. The Contractor’s use of the premises is bound by this section and other associated
sections of these Contract Documents, and applicable Drawings.

B. Normally approved hours for work on-site are from 7:00 a.m. to 6:00 p.m., Monday
through Friday. Work on Saturday(s) may be allowed, provided it is coordinated in
advance with Owner, and to avoid conflicts with Owner’s scheduled events. Generally,
no work on Sundays or Holidays. Additional hours may be allowed by the Owner
provided they are requested in writing (e.g., e-mail) by Contractor minimum of seventy-
two (72)-hours prior, and the work intended complies with neighborhood noise
restrictions and does not conflict with events, and Contractor receives written approval.

C. The Contractor’s interior and exterior work and staging areas for each phase and zone
shall be discussed and mutually agreed upon by all parties at a Pre-Construction
Conference to be held on-site prior to the commencement of the Work as specified in
each respective technical specification section.

D. Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site
beyond areas in which the Work is indicated.
1. Confine construction operations to within where the security camera areas as shown on drawings.

2. Driveways, Walkways and Entrances: Keep driveways, walkways, staircases, egress routes and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

E. The Contractor’s forces shall not plan to use any of the individual Owner’s services nor facilities, except as designated in writing in advance by Owner’s Representative. Specific permission must be provided by the Owner, before Contractor’s use of any and all designated:
   1. Water (i.e., Hose bibs, Sinks, etc.).
   2. Electrical outlets.
   3. Indoor toilets.
   4. Parking areas.
   5. Grounds.

F. Confine all materials, equipment, storage, staging, and areas for miscellaneous reuse within well fenced and marked area agreed upon at the Pre-Construction Conference.

G. Staging: All staging shall be at location designated by the Owner’s Representative.

H. Schedule any work that must take place outside the construction zone at the convenience of the Owner, and take measures to insure the safety and protection of the premises for Guests, Tenants, Occupants, Visitors, the Public and workers.

I. Conduct all operations in such a manner as to avoid damage to existing Buildings, structures, walks, curbs, paving, grass areas, plantings, native burial grounds, etc., all of which are planned to remain.

J. Provide the necessary protection before, during and after construction and replace, repair and restore all damaged surfaces to their original condition; the expense of such work shall be borne by the Contractor.

K. After appropriate notification and scheduling, perform operations in such a manner and sequence so that interference with activities of the Owner is kept to an absolute minimum.

L. Coordinate with the Owner’s Representative(s) all utility shut-offs, disconnects, tie-ins and any work requiring sidewalk, parking lot, street or road restrictions and/or closures to minimize impact on Owner’s and Guests’ normal access and operations.

1.7 COORDINATION WITH OCCUPANTS
A. Full Owner Occupancy: Owner will occupy Project site and existing adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work black-out days as indicated by Owner and authorities having jurisdiction.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner not less than 72 hours in advance of proposed utility interruptions.

2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than 72 hours in advance of proposed disruptive operations.

2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on
the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

1.13 REMOVAL

A. When no longer needed, remove temporary materials, equipment, services, and construction as work progresses.

B. Restore site as necessary to remove evidence of temporary controls.

1.14 EXPECTED BEHAVIOR

A. Wholesome, clean communications, good respectful, orderly behavior, neat housekeeping, along with courtesy and respect to all on-site, shall be practiced amongst supervisory and all crew personnel, as well as in the presence and towards the Owners, Yerba Buena Garden Employees, Patrons, Guests, Staff, the Public, Owner’s Representative, Consultant, testing personnel and inspectors, and all Project related parties at all times.

B. Contractor and Subcontractors shall not engage or approach the Yerba Buena Gardens guest and public, unless specifically approved by the Owner and as necessary to communicate related emergencies or immediate safety concerns.

C. Loud music, smoking, swearing, drinking alcoholic beverages, and/or spitting shall not be allowed on-site at any time. No drugs, no alcohol allowed on job site.

1.15 QUALITY CONTROL

A. Contractors Responsibilities:

1. Contractor shall provide experienced supervisors (i.e., Superintendent and Foreman) and personnel (i.e., crew) to perform the work, who are trained in the installation of equipment/materials and procedures specified in this Specification. Contractor shall provide documentation from the Manufacturer that the Contractor meets experience and training requirement for the specified system. Contractor shall maintain on-site supervision continuously to assure on-going quality control for superior quality application.

2. The Contractor shall be responsible for the quality control of all of their own
work, as well as the work performed by Sub-contractors, if any, working under this Specification, and/or related specification which is considered part of the Project Contract.

3. Contractor shall employ workers trained and approved by manufacturer.

4. Contractor shall notify the Consultant of any conflicts that may result in a deviation from the Manufacturer’s Specifications, industry standards, code compliance, job safety, or function as a result of the Project’s Scope of Work, Specifications, and/or Project Drawings.

5. If the Consultant and/or Specified Manufacturer determine that the quality of work does not conform to the Specifications, and Project Drawings, and/or Manufacturer’s requirements, as well as industry standards, the Contractor must correct all deficiencies and advise the Consultant and Manufacturer of the corrective actions taken.

6. Contractor must demonstrate the ability to perform the work in a quality, timely manner with minimal noise and disruption to or impact on Owners and the public.

7. No modification to the Specifications, Project Drawings or substitutions of specified products shall be made without direct approval by Consultant. Contractor shall provide Consultant with a written request for review and potential approval.

8. Contractor shall notify the Owner’s Representative and Consultant at least fourteen (14) days prior to commencement of work.

B. Manufacturer’s Responsibilities:

1. Manufacturer’s Technical Services Representative shall be available for technical information and project-site meetings, and be thoroughly experienced with the products to be installed, installation requirements and practices, quality control of the installation, and with published special considerations in the geographical area and climate where construction will take place.

1.16 QUALITY ASSURANCE AND TESTING

A. The Contractor’s qualifications, their quality control, and quality assurance requirements shall comply with this Section, and other related Specification Sections of these Contract Documents.

B. On-Site Observation/Monitoring and Testing: The Owner’s Representative reserves the right to have the Consultant(s) perform observation or technical monitoring of the Work, materials and/or product installation/application, as well as any other portion(s) of the work. Such observation shall not relieve the Contractor of full responsibility for proper execution and thorough completion of the Work. Any testing that may be deemed necessary, which may be to determine compliance with the Contract Documents, industry standards and other potential related standard of care, the Contractor shall cooperate and assist with as requested and shall not, in any way, obstruct. Costs for such observation, technical monitoring, and/or testing, indicating non-complying work, shall be the responsibility of the Contractor. Non-complying work shall be corrected, and testing repeated until all installed components comply with applicable industry standards, good practices, and these Contract Documents.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. As provided by Owner and authorities having jurisdiction.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

   1. Substitution Request Form: Use form acceptable to Design Consultant.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

j. Cost information, including a proposal of change, if any, in the Contract Sum.

k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Surveillance & Security Design Consultant's Action: If necessary, Design Consultant will request additional information or documentation for evaluation within five days of receipt of a request for substitution. Design Consultant will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within ten days of receipt of request, or five days of receipt of additional information or documentation, whichever is later.


b. Use product specified if Design Consultant does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.

1. Conditions: Design Consultant will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Design Consultant will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Design Consultant.

1. Conditions: Design Consultant will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Design Consultant for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Design Consultant will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, via email correspondence.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Design Consultant or Construction Manager are not instructions either to stop work in progress or to execute the proposed change.

2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms provided by Owner and acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form provided by Owner.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Construction Manager will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.
1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. RFIs.
4. Project meetings.

B. Related Requirements:
1. As provided by Owner and authorities having jurisdiction.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Construction Manager, Design Consultant, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting to and in prominent location in built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Design Consultant will return without response those RFIs submitted to Design Consultant by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Name of Design Consultant and Capital Team Manager.
5. Design Consultant's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: acceptable to Design Consultant.

1. Attachments shall be electronic files in PDF format.

D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven (7) days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and
notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Design Consultant’s Data Files Not Available: Design Consultant will not provide Design Consultant’s CAD drawing digital data files for Contractor's use during construction.

B. PDF Document Preparation: Where PDFs are required to be submitted to Design Consultant, prepare as follows:

1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 5 working days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Landscape Architect, within 3 days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Design Consultant, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Capital Team Managers, Design Consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.
b. Tentative construction schedule.
c. Phasing.
d. Critical work sequencing and long lead items.
e. Designation of key personnel and their duties.
f. Lines of communications.
g. Use of web-based Project software.
h. Procedures for processing field decisions and Change Orders.
i. Procedures for RFIs.
j. Procedures for testing and inspecting.
k. Procedures for processing Applications for Payment.
l. Distribution of the Contract Documents.
m. Submittal procedures.
n. Preparation of Record Documents.
o. Use of the premises and existing building.
p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Procedures for moisture and mold control.
u. Procedures for disruptions and shutdowns.
v. Construction waste management and recycling.
w. Parking availability.
x. Office, work, and storage areas.
y. Equipment deliveries and priorities.
z. First aid.
bb. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Design Consultant, Capital Team Managers of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
i. Possible conflicts.

j. Compatibility requirements.

k. Time schedules.

l. Weather limitations.

m. Manufacturer’s written instructions.

n. Warranty requirements.

o. Compatibility of materials.

p. Acceptability of substrates.

q. Temporary facilities and controls.

r. Space and access limitations.

s. Regulations of authorities having jurisdiction.

t. Testing and inspecting requirements.

u. Installation procedures.

v. Coordination with other work.

w. Required performance results.

x. Protection of adjacent work.

y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Design Consultant, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Construction Manager, Design Consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

   a. Preparation of Record Documents.

   b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.

   c. Procedures for completing and archiving web-based Project software site data files.

   d. Submittal of written warranties.

   e. Requirements for completing sustainable design documentation.

   f. Requirements for preparing operations and maintenance data.

   g. Requirements for delivery of material samples, attic stock, and spare parts.

   h. Requirements for demonstration and training.

   i. Preparation of Contractor’s punch list.
j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.

k. Submittal procedures.

l. Coordination of separate contracts.

m. Owner's partial occupancy requirements.

n. Installation of Owner's furniture, fixtures, and equipment.

o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner, Construction Manager, and Design Consultant, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site use.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of Proposal Requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Submittal schedule requirements.
   2. Administrative and procedural requirements for submittals.

B. Related Requirements:
   1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
   2. Requirements provided by Owner and authorities having jurisdiction for submitting test and inspection reports, and schedule of tests and inspections.
   3. Requirements provided by Owner and authorities having jurisdiction for submitting closeout submittals and maintenance material submittals.
   4. Requirements provided by Owner and authorities having jurisdiction for submitting operation and maintenance manuals.

1.3 DEFINITIONS
A. Action Submittals: Written and graphic information and physical samples that require Landscape Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE
A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required
for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor’s construction schedule.

2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor’s construction schedule.

   a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal Category: Action; informational.
   d. Name of subcontractor.
   e. Description of the Work covered.
   f. Scheduled date for Landscape Architect's and Construction Manager’s final release or approval.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

   1. Project name.
   2. Date.
   3. Name of Design Consultant.
   4. Name of Construction Manager.
   5. Name of Contractor.
   6. Name of firm or entity that prepared submittal.
   7. Names of subcontractor, manufacturer, and supplier.
   8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
   9. Category and type of submittal.
   10. Submittal purpose and description.
   11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
   12. Drawing number and detail references, as appropriate.
   13. Indication of full or partial submittal.
   14. Location(s) where product is to be installed, as appropriate.
   15. Other necessary identification.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Landscape Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 4 by 3 inches on label or beside title block to record Contractor's review and approval markings and action taken by Landscape Architect and Construction Manager.
3. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Design Consultant by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Design Consultant.
   
   a. Design Consultant through Capital Team Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
a. Design Consultant and Capital Team Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect' and Construction Manager’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect and Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 5 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block, and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect’s and Construction Manager’s action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

   a. Manufacturer’s catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams that show factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

   1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
   2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
      a. Project name and submittal number.
      b. Generic description of Sample.
      c. Product name and name of manufacturer.
      d. Sample source.
      e. Number and title of applicable Specification Section.
      f. Specification paragraph number and generic name of each item.

   3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.

5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.

6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
   
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   
   a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned.
      
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least one sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers’ names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.8 CONTRACTOR’S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Contractor’s Approval: Indicate Contractor’s approval for each submittal with a uniform approval stamp Include name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor’s review and approval.

1.9 ARCHITECT’S AND CONSTRUCTION MANAGER’S REVIEW

A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required and return.

1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect and Construction Manager will discard submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
   2. Section 012500 "Substitution Procedures" for requests for substitutions.
   3. Requirements provided by Owner and authorities having jurisdiction for Closeout Procedures for submitting warranties.

1.3 DEFINITIONS
A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
   3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of
1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer’s published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase “Subject to compliance with requirements” introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Resolution of Compatibility Disputes between Multiple Contractors:

   a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
   b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
   a. Name of product and manufacturer.
   b. Model and serial number.
   c. Capacity.
   d. Speed.
   e. Ratings.

3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.

2. Store products to allow for inspection and measurement of quantity or counting of
units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items
needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.


6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Submit additional documentation required by Design Consultant through Construction Manager in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

C. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

   a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."

4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

D. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matched.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

E. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

F. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."

1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 26 00 00

ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.00 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.

1.01 MEASUREMENT AND PAYMENT

A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the “Instructions to Bidders”.

1.02 SECTION INCLUDES

A. Requirements of this Section shall apply to all Sections of Division 26.

B. Furnish and install all materials and equipment, and provide all labor required and necessary to complete the work specified on the Drawings and all Sections of Division 26 and all other work and miscellaneous items for a complete installation, including all accessories and appurtenances required for testing the system. The intent of the drawings and specifications is that all systems be complete and ready for operation.

1.03 RELATED SECTIONS

A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1. Section 26 01 26 - Testing of Electrical Systems
2. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables
2. Section 26 05 26 - Grounding and Bonding for Electrical Systems
3. Section 26 05 33 - Raceway and Boxes for Electrical Systems
4. Section 26 05 53 – Electrical Systems Identification
1.04 CODE COMPLIANCE AND REFERENCES

A. All work and materials shall comply with the latest adopted rules, codes and regulations, including, but not necessarily limited to:

1. 2016 California Building Codes.


11. Local Telephone Company requirements.

12. Local Utility Company requirements.


14. References all other applicable Federal and State and local laws and regulations.

B. Compliance with code is mandatory. These Drawings and Specifications do not allow work not conforming to these codes. Where work is shown to exceed minimum code requirements, comply with Drawings and Specifications.

C. Give necessary notices, obtain permits, pay taxes, fees and other costs in connection with work, file necessary plans, prepare documents, and obtain necessary approvals of the authorities having jurisdiction. Obtain all required Certificates of Inspection for work and deliver to Owner before request for acceptance and final payment of work.

D. Include in the Work: labor, material, services, apparatus, Drawings (in addition to Contract Drawings and Documents) required to comply with applicable laws, ordinances, rules and regulations.

E. References

1. ASTM A-36: Structural Steel Shapes and Plates.
2. ASTM A-501: Steel Tubing.

3. ASTM A-53: Steel Pipes, Grade B.


1.05 DEFINITIONS

A. “Authorities having jurisdiction” means all governmental, utility, building, and fire protection authorities having jurisdiction.

B. “Concealed” means hidden from sight in chases, furred spaces, shafts, hung ceilings, or embedded in construction.

C. “Contract Documents” means drawings and specifications.

D. “Drawings” means any drawings of the Bid Documents.

E. “Exposed” means not installed underground or “concealed” as defined above.

F. “Furnish” means to supply and deliver to the job.

G. “Or equal” means any equipment or material which, in the opinion of the Owner, is equal in quality, durability, appearance, strength, design and performance to the equipment or material specified and will function adequately in accordance with the General Design.

H. “Provide” means supply, erect, install, and connect up complete in readiness for regular operation, the particular work referred to.

I. “Wiring” includes, in addition to conductors, all raceways, conduit, fittings, boxes, switches, hangers and other accessories related to such wiring.

J. Singular Number: Where any device or part of equipment is herein referred to in the singular number, such reference shall be deemed to apply to as many such devices as are required to complete the installation or as shown.

K. Reference abbreviations and Symbols: Refer to Drawings.

1.06 DRAWINGS AND SPECIFICATIONS

A. All drawings and Divisions of these specifications shall be considered as a whole, and work of this Division shown anywhere therein shall be furnished under this Division. Review contract documents of all Divisions and report to Owner all discrepancies between this Division and any other Division, before submitting bid. In case of conflict between the drawings and specifications or within the drawings, or within the specifications, Trade Subcontractor shall base his bid on the most
stringent specifications and drawings requirements of any Division, and provide work accordingly. In case of conflict between the Code and drawings or specifications, the Trade Subcontractor shall provide work that complies with Code as part of base bid. Scope of work excluded in one part of the document, but included in another part of the document shall be considered as required and included work of this Division.

B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring shall be coordinated with other Sections and Division of this specification. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other Sections, Divisions and drawings prior to execution of the work. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be provided as part of the work. Check all drawings, Sections, and Divisions of this specification and report, in writing, any apparent discrepancies before proceeding with the work. The most stringent requirements shown in any code, drawings, or specification Section, or Division shall be provided as part of the work, until informed to the contrary by the Owner.

C. Electrical motors, controllers, detectors, panels, switches, and other electrical devices requiring line voltage power supply shall be provided with conduits, wires, circuit breakers, and proper voltage and characteristics of that device by this Division, even though these devices or equipment are only shown on Architectural, Structural, Mechanical, Plumbing, Food Service, Landscaping, Controls and drawings of other Divisions. Any electrical device or fixture shown on the drawings shall be wired based on its rating and information indicated on the documents or best arrangement as approved by the Architect.

D. Should conditions require revision to space or rearrangement to suit design of equipment proposed for installation, shop drawings shall be submitted to show changes in the work. Arrange for the necessary space and revisions to work under other Divisions before proceeding with any work. Do not decrease sizes or make radical changes in the installation without written approval of the Owner. Trade Subcontractor shall be held responsible for any changes made based on incomplete information or without approval.

E. By submitting a Bid, the Trade Subcontractor represents that he has made a thorough examination of the site of the work and all existing conditions and limitations, and that he has examined all Drawings and Specifications in complete detail, and has determined beyond doubt that the drawings and specifications are sufficient, adequate, and satisfactory for the construction of the work under the contract. Any discrepancies found between the drawings and specifications shall be immediately reported in writing to the Owner for clarification. In case of conflict between the specifications and drawings or within the specifications, or within the drawings the Trade Subcontractor shall base his bid and perform the work from the most stringent specifications and drawings requirements.

F. While existing electrical utility services or installations, both underground and overhead, have been indicated on the Drawings, in accordance with the best
available information, the Drawings makes no warranty, either expressed or implied, for accuracy or completeness of the existing building information recorded or shown herein. Trade Subcontractor shall determine the exact location of all such service lines and installation encountered in performing work under this Division, and provide suitable protection, support and maintenance.

G. Immediately repair or replace all utility services and installations damaged in performing work under this Division at the expense of the Trade Subcontractor causing the damage. Obtain written approval of the repair or replacement from the Owner.

H. If existing active utility services are encountered which require relocation, make request to proper authorities for procedures. Properly terminate existing services to be abandoned in conformance with requirements of authorities having jurisdiction.

I. Submit shop drawings of conduit routing and comply with applicable structural requirements to accommodate installation. Submit copy of these drawings to Owner.

1.07 RECORD DRAWINGS AND AS-BUILT DOCUMENTS

A. General: These documents shall be submitted in accordance with the requirements of Division 1.

B. Provide updated and corrected submittal to as-built conditions, including one separate set of reproducible drawings to be furnished to the Owner, after completion of all Work and before final acceptance. Include record copies of all submittal data, shop drawings, showing equipment locations, control panel layouts, complete point to point interconnection wiring diagrams, conduit routing, site underground conduit and site lighting.

C. Building Interior Electrical Feeders and Miscellaneous Systems Conduit Installation: Show on the Trade Subcontractor’s as-built drawings the dimensions and actual location of exposed, concealed, under building slab feeders and miscellaneous systems conduit installation including size of code required pull or junction boxes. Show layout, sketches and installation on same floor plan scale as contract electrical floor plans.

D. Lighting, Branch Circuits, Motor and Equipment Circuits, and Miscellaneous Systems: Show actual location of conduit homeruns to respective panels, terminal boards or equipment, and indicate location of conduits in slab, running up or down walls. Show these as-built drawings on reproduced electrical contract drawings.

F. Trade Subcontractor shall bear all costs associated to provide these as-built documents, including reproductions, drafting, etc.

G. Submit two sets of drawings to the Owner before final acceptance. All drawings shall be on full size sheets same as the contract drawings.
1.08 GUARANTEE

A. Provide in accordance with the requirements of Division 1, unless otherwise noted.

B. Minimum of one year for labor and materials from date of Owner’s final acceptance.

1.10 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Submit in accordance with the requirements of Division 1.

B. Where the words “or equal” appear in these specifications, written request for substitution must be approved in writing by Owner, before submission of bid.

1.11 SUBMITTALS

A. Submit shop drawings and materials lists in accordance with the requirements of Division 1.

B. All proposed deviations from specifications must be clearly listed under a heading entitled “DEVIATIONS”.

C. Submit number of sets of Operating and Maintenance Manuals of equipment as specified in Division 1, or as indicated in Section specifying equipment.

D. For specific requirements, see the Sections in which the equipment is specified.

E. Shop Drawings: Submit the following Drawings at 1/4-inch scale or larger and drawn by a competent draftsperson.

   1. Shop Drawings, equipment, cuts, catalogs or descriptive literature with complete certified characteristic of equipment, dimensions, schedules, wiring diagrams, catalog numbers, code requirements and manufacturer’s requirements. Clearly delineate and show options that are provided for the equipment.

   2. Resubmitted shop drawings: make corrections noted from previous submissions.

   3. Work shall not proceed until Shop Drawing or sample has been reviewed and approved.

   4. Include manufacturer’s specifications, physical dimensions and ratings of all equipment.

   5. Acceptance of materials and equipment does not relieve the Trade Subcontractor of the responsibility of not complying with the Drawings and Specifications, unless the submittal clearly states that the equipment does not agree with the Drawings and Specifications and lists the deviations in paragraph 1.09.B of this section.

F. Where specification is by combination of descriptive material, reference to standards, performance criteria or manufacturer’s trade names, and there are discrepancies or conflicts between requirements specified, Owner reserves the right to consider item
a substitution which fails to satisfy at least one of the conflicting requirements of the specification.

G. Wherever more than 1 manufacturer's product is specified, the first-named product is the basis for the design used in the Work and use of alternative—named manufacturer's products or substitutes may require modifications in that design. If such alternatives are proposed by Trade Subcontractor and are approved by the Owner, Trade Subcontractor shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to the Owner for evaluation of revisions and modifications of the design resulting from the substitutions submitted by Trade Subcontractor to the Owner.

1.12 SUBMITTAL REVIEW

A. Trade Subcontractor shall check and coordinate all submittals with the requirements of the work and verify all quantities, materials and related field measurements and construction criteria.

B. Review by the Owner is only for general conformity with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. No deviations from the contract documents are included in the review, unless specifically called to the attention of the Owner by the Trade Subcontractor, and responded in writing by the Owner. Review by the Owner shall not relieve the Trade Subcontractor of responsibility for reviews and approvals that are required by Code authorities having jurisdiction, even if accomplished before those reviews.

C. Dimensions, quantity, finish, voltage, current, and phase are not included in the review. The Trade Subcontractor shall verify the materials supplied under all Divisions and Contract Drawings. Any additional material or cost required by an approved substitution for any specified material or work shall be borne by the Trade Subcontractor requesting the substitution. The Trade Subcontractor is not relieve from complying with the plans and specifications or with any applicable codes and ordinances relating to his work, for the Engineer's notes on the submittal review.

D. Trade Subcontractor is responsible for all dimensions, which shall be confirmed and correlated at the job site, drawings and work of other Divisions, fabrication processes and techniques of construction, coordination of his work and materials with other trades, and the satisfactory performance of his work.

1.13 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials in a manner to prevent damage.

B. Comply with Division 1 and the following:

1. Scaffolding, Rigging and Hoisting: Provide scaffolding, rigging, hoisting, and services under this Division. Remove same from premises when no longer required.
2. Deliver materials or equipment to the project in the manufacturer’s original, unopened and labeled containers. Protect the equipment and apparatus from damage caused by theft, construction debris and activities, weather, and all building operations. Failure to protect the materials and equipment adequately to the satisfaction of the Owner is sufficient cause for the rejection of any damaged materials or equipment. Close all equipment openings to prevent obstructions and damage. Do not deliver materials to the job before they are ready for installation, unless adequate security is provided.

3. Take all precautions to guard against and eliminate fire hazards in connection with the Work under this Division.

1.14 OWNER PERSONNEL DEMONSTRATION AND TRAINING

A. Provide the Owner’s personnel with demonstration and training on the systems installed according to the amount of time indicated in individual equipment sections of Division 26. Where no time is specified, the minimum for actual demonstration and training time shall be four hours.

B. Demonstration and training shall be done by qualified representatives of the equipment manufacturer. Notify Owner not less than two weeks in writing that work have been checked, tested and operated, and that the equipment and systems are working as specified, and that he is ready to schedule demonstration and training.

1.15 SCHEDULING

A. In addition to complying with requirements of Division 1, Construction Schedule, and other sections of this Division, Trade Subcontractor shall:

1. Mount all starters, Trade Subcontractors, and other devices furnished under other Divisions.

2. Provide electrical power and wiring to all electrical appliances, equipment, devices, etc., indicated in Contract Documents, whether the item is provided under this Contract or noted as Not-In-Contract.

3. Consult the Contract Drawings, Specifications, and Trade Subcontractors of other trades to verify the location of building components and work to be installed by other trades. Arrange the work schedule with minimum interferences with the work of other trades.

4. Consult and cooperate with other Divisions and Sections for determining space requirements and adequate clearances to other equipment in the building. Owner reserves the right to determine space priority in the event of interference between piping, conduit, and equipment of various trades.
5. Remove, relocate, and reconnect work installed that interferes with work of other trade.

6. Provide shop drawings of critical areas to demonstrate that Code clearances are met.

7. Service Disconnection and Interruption:
   a. Service Interruption: All service interruptions shall be scheduled through the Owner by providing a notice 10 working days in advance.
   b. Service Disconnection: All circuits and equipment to be disconnected shall be traced by the Trade Subcontractor to ensure that vital services to other areas are not interrupted.

1.16 INSPECTION OF CONDITIONS

A. Examine related work and conditions before starting work of this Division. Report to Owner, in writing, conditions which will prevent proper installation of this work. Beginning work of this Division without reporting unsuitable conditions to Owner constitutes acceptance of conditions by Trade Subcontractor. Perform required removal, repair, or replacement of this work caused by unsuitable conditions as part of the Base Bid.

B. Verify all measurements with architectural and structural drawings and at the job site and be responsible for their correctness. Trade Subcontractor shall be responsible for making a proper and thorough investigation of these requirements.

C. Inspect the site to determine receiving facilities and storage space for unloading and storing of materials, equipment, and tools.

D. The Contract is based on the drawings, and specifications, and that the Trade Subcontractor has investigated, understands, and accepts drawings and specifications and all existing conditions. No claims for extra compensation will be allowed later on account of differences between actual conditions and drawings and specifications.

E. During the Bid period; Trade Subcontractor shall visit the site of the Work, take measurements, examine all existing areas where work is to be performed and get information necessary for proper execution of the work. Ascertain, check and compare all conditions with the Drawings and Specifications, other trades, existing conditions and where the Work is to be performed. If the Trade Subcontractor did not visit the site, investigate, and compare the conditions with the drawing and specifications; Trade Subcontractor will not be given additional money for work he may claim later because the existing condition are different with the drawings and specifications. Where revisions or changes in the existing work are required to permit the installation or new work, they shall be made as part of the work; no allowance shall be subsequently made for error or omission by the Bidder in this connection.
PART 2 – PRODUCTS

2.01 MATERIAL

A. The design, manufacture and testing of electrical equipment and materials shall conform to or exceed latest applicable UL, NEMA, IEEE and ANSI standards.

B. All materials shall be new and bear UL label. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory. The laboratory shall be acceptable to the Owner.

C. Furnish materials and equipment that are products of a reputable manufacturer regularly engaged in manufacture of the specified item. Where more than one unit is required of any item, furnish the equipment by the same manufacturer, except where specified otherwise. All items of a given type shall be the products of the same manufacturer, e.g., fluorescent ballasts.

D. Owner has the authority to require removal of material or work from the premises if work is not in accordance with the Drawings and Specifications. He may also require replacement of unsatisfactory work or material. Owner has authority to stop work whenever such stoppage may be necessary to insure proper execution of the Contract.

E. Furnish and install equipment necessary for proper operation of the system. Furnish, install, adjust, and leave in a safe and satisfactory condition all materials and equipment mentioned in the Specifications, shown on the Drawings, or both. Furnish and install supplies, appliances, and connections necessary to the proper operation of the equipment, including access doors where required.

2.02 ELECTRICAL IDENTIFICATION MATERIALS

A. General: Provide manufacturer’s standard products of categories and types specified and required for each application, except as otherwise indicated.

B. Color-Coded Conduit Markers:

1. General: Provide manufacturer’s standard pre-printed, flexible or semi-rigid, permanent, plastic-sheet conduit markers, extending 360 degrees around conduits; designed for attachment to conduit by adhesive, adhesive lap joint of marker, matching adhesive plastic tape at each end of marker, or pre-tensioned snap-on. Except as otherwise indicated, provide nomenclatures which indicate the voltage or system of the conductors in conduit, e.g., 120/208 volts, normal or emergency power, fire alarm, etc. provide 8 inches minimum length for 2 inches and smaller conduit, 12 inches length for larger conduit.

   a. Colors: Unless otherwise indicated or required by governing regulation, provide orange markers with black letters. Use red markers for fire alarm and emergency power conduits. Use yellow markers for telecommunications and signals.
b. Lettering: minimum 1-1/2 inches high.

C. Color Coded Plastic Tape:

1. General: Provide manufacturer's standard self-adhesive vinyl tape not less than 3 mils thick by 1-1/2 inches wide.
   a. Colors: Unless otherwise indicated or required by governing regulations, provide orange tape.
   b. Use red tape for fire alarm and emergency power conduits. Use yellow tape for telecommunications and signals.

D. Cable and Conductor Identification Bands:

1. General: Provide manufacturer's standard vinyl-cloth self-adhesive cable and conductor markers of the wraparound type; either pre-numbered plastic coated type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.

H. Wiring Device Circuit Identification Nameplates

1. All switch and receptacle cover plates shall be provided with circuit identification nameplates, indicating panel and circuit number, made from engraved plastic laminate nameplates, attached to the front face of the cover plates.
   2. Lettering shall be black color and 3/16 inch high on white laminated background, except use red background with black letters for emergency power.

I. Lettering and Graphics

1. General: Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified or scheduled on the drawings. Provide engraved numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification, and operation and maintenance of the electrical systems and equipment. Use abbreviated words as much as practicable, e.g., Rm. = Room, Dist. = Distribution.
   2. Lettering Height and Nomenclatures
      a. Switchboards and Switchgear.
         1) Nomenclature: Three lines: first line at 1/2 inch letter height to indicate equipment designation, e.g. "main switchboard (or switchgear) "XYZ", second line at 1/4 inch letter height to indicate voltage and number of phases and wires, e.g. 480/277V, 30, 4W; third line at 1/4 inch letter height to indicate source of power e.g., "Fed from North Vault" (indicate location of service)
2) Feeder circuit breakers: 1/2 inch letter height and indicate equipment served.

b. Terminal Cabinets and Pull Boxes: Provide engraved nameplates.
   1) Nomenclature: Minimum one line and indicate conductors or system contained; example: FIRE
   2) Letter Height: 1/4 inch high.

c. Wiring Device Cover Plates: Provide engraved nameplates.
   1) Nomenclature: Two lines maximum: one line - panel and circuit number; second line - amperes, voltage and number of phases of receptacles other than 15 and 20 amperes, 125 volts, duplex receptacles.
   2) Letter height: 3/16 inch.

d. Equipment and wiring served by emergency power and fire alarm system: color of nameplates shall be red with black letters; nomenclature and height of lettering shall be in accordance with above requirements. The first line of nomenclature shall read “emergency power” or “fire alarm, “whichever is applicable.

2.04 GROUNDING

A. Copper Ground Wire
   1. Medium hard drawn copper conductor, stranded, sizes as shown on the drawings.

B. Below Grade Fittings
   1. Manufacturers: Cadweld (exothermic weld) type, or equal.
   2. All direct buried ground connections must meet IEEE 837 and shall be UL listed.

C. Hardware
   1. Bolts, nuts, and washers shall be bronze, cadmium plated steel, or other non-corrosive material, approved for the purpose.

PART 3 – EXECUTION

3.01 COORDINATION

A. Coordinate work with other trades and Divisions of these specifications to avoid conflict and eliminate delays, keep all trades informed of proposed installations under this Division, and to provide correct rough-in and connection for equipment furnished under trades. Inform other trades of the required access and clearances around electrical equipment to maintain serviceability and code compliance.
B. Verify equipment dimensions and requirements with under this Section. Check actual job conditions before fabricating work. Make necessary changes in time to prevent needless work.

C. Prior to rough-in and conduit work, check electrical characteristics of all equipment to be supplied under other Divisions and this Division and compare with circuiting shown on the drawings and actual equipment. Examples of this are elevators, motors, mechanical units, kitchen equipment, doors, etc. Inform the Owner of variance between equipment to be supplied and electrical drawings. Failure on the part of Trade Subcontractor to do this checking and resulted in conflict with equipment and installed wiring, the Trade Subcontractor shall correct work to suit equipment at no additional cost to the Owner.

3.02 QUALITY ASSURANCE

A. Provide a written Quality Assurance program. The specifications contained minimum acceptable requirements. This does not relieve the Trade Subcontractor from executing other Quality Assurance measures to obtain a complete operating facility within the scope of this work.

B. Trade Subcontractor shall ensure that workmanship, all materials employed, all equipment, and the manner and method of installation conforms to Code and accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to perform its functional operation. The Trade Subcontractor shall ensure that each individual piece of equipment operates in the overall system and is properly wired, controlled and corrected to enable all electrical systems in the building to function properly together.

C. Grounding Connectors

1. All connectors must meet the requirements of IEEE Standard 837 and must be listed by Underwriters' Laboratories for direct burial in earth or embedment in concrete applications according to ANSI/UL 467.

3.03 MEASUREMENTS AND DIMENSIONS

A. Unless otherwise directed, or unless dimensions are shown on electrical drawings, obtain all dimensions from architectural, civil, structural, or mechanical drawings as applicable. Do not scale from electrical drawings, which are intended to be diagrammatic only.

B. Where the sign "±" followed by a dimension is shown on electrical drawings, it means the distance from finished grade or finished floor to the horizontal centerline of the electrical device or equipment.

C. Examine the areas and conditions under where work will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
3.04 MANUFACTURER’S RECOMMENDATIONS

A. Where installation procedures or any part thereof are required to be in accordance with manufacturer’s recommendations, furnish printed copies of the recommendations prior to installation. Installation of the equipment or item shall not proceed until manufacturer’s recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

3.05 CUTTING AND PATCHING

A. All cutting and patching required for work of this Division shall be included herein. Coordination with other Divisions shall be performed by the Trade Subcontractor. Responsibility for and adjustment of improper holes, supports, etc., shall be by the Trade Subcontractor.

B. Cut completed construction work only if sleeves, openings, chases, etc. where omitted, and only with specific permission of the Engineer. Reinforcing steel shall not be cut without written permission of the Owner.

C. Provide sleeves, caps, plates, escutcheons, flashing, etc., required to fill or close the openings. Provide final grouting, concrete, asphalt, masonry, painting and other surface materials as required. Make repairs in like and kind for exact matching of surfaces and finishes.

D. Where cutting and patching occurs in streets, sidewalks, alleys and the like, cooperate fully with Owner and municipal or other government bodies.

E. Perform all core drilling only as approved by a structural engineer and under the supervision of the General Trade Subcontractor. Jack hammering are not permitted. Arrange for all patching required and seal floor penetrations watertight. Before starting drilling operations, locate steel reinforcing bars and electrical conduits embedded in the concrete slabs by X-ray or other approved method to prevent cutting of steel bars and conduits. Maximum size of opening shall be 5 inches in diameter, unless otherwise noted on drawings.

F. Seal all penetrations at fire rated construction with approved fire sealing system.

G. Seal all penetrations through the roof and slab on grade with approved sealing system.

3.06 CLEANUP

A. Comply with requirements of Division 1 and the following:

1. Remove tools, scaffolding, surplus materials, barricades, temporary walks, debris and rubbish from the project promptly upon completion of that portion of the work of each section. Leave the area of operations completely clean and free of these items.
2. During construction; cap all electrical conduits in approved manner to insure protection against entrance of foreign substances.

3. Disconnect, clean and reconnect wherever necessary to locate and remove obstructions from any system stopped by any foreign matter after being placed in operation. Repair or replace any work damaged in removing obstructions at no additional cost to the Owner.

3.07 ACCESS DOORS

A. Access doors shall be provided where required to access wiring and equipment, and shall be sized as specified herein and in accordance with Code. Type, finish, location, fire rating, etc., shall be submitted for review. Access doors are not shown on the drawings and Trade Subcontractor shall be responsible for locating and providing same as part of the work.

3.08 ELECTRICAL IDENTIFICATION

A. General Installation Requirements:

1. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.

2. Regulations: Comply with governing regulations and requests of authorities having jurisdiction for the identification of electrical work.

B. Conduit Identification:

1. General: Where electrical conduit is exposed in spaces with exposed mechanical piping which is identified by a color-coded method, apply color-coded identification on electrical conduit in a manner similar to piping identification.

C. Cable and Conductor Identification:

1. General: Apply cable and conductor identification to each cable and conductor in each box or enclosure or cabinet where wires of more than one circuit or communication or signal system are present. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar identification for electrical work.

D. Operational Identification and Warnings:

1. General: Wherever required to ensure safe and efficient operation and maintenance of the electrical systems, and electrically connected mechanical systems and general systems and equipment, including the prevention of misuse of electrical facilities by unauthorized personnel; install self-adhesive plastic signs or equivalent identification, instruction or warnings on switches, outlets and other controls, devices and covers of electrical enclosures. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for the intended purposes.
E. Danger Signs:

1. General: In addition to installation of danger signs required by governing regulations and authorities having jurisdiction, install danger signs at locations indicated and at locations subsequently identified by installer of electrical work as constituting similar dangers for persons in or about project.

F. Equipment and System Identification Nameplates:

1. General: Install an engraved plastic laminated nameplate on each major unit or electrical equipment in the building, including central or master unit of each electrical system, unless unit is specified with its own self-explanatory identification or signal system. Provide text with matching terminology and numbering of the contract documents and shop drawings. Provide engraved nameplates for each unit of the following categories of electrical work.
   a. Panelboards, electrical cabinets and enclosures.
   b. Terminal cabinets and pull boxes.

2. Install signs at locations indicated or where not otherwise indicated, at location for best viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate the substrate.

G. Outlet junction and pull box covers: All covers shall be identified via felt-tip pen or decal label denoting the panel and circuit numbers and voltage contained in the box, for example: RP2-1, 3, 5, 120 volts.

3.09 SUPPORTS, BRACING, AND ACCESSORIES

A. This Section is responsible for the proper selection and sizing of all support, bracing, and guiding elements of any single or trapeze systems that include electrical conduits.

B. The Trade Subcontractor shall retain the services of a specialty support system provided to evaluate all loads due to weight, seismic forces, thermal expansion, etc., and perform all calculations and prepare detailed shop drawings for complete support, bracing, guiding, and anchoring systems for the work shown on the Drawings.

C. Conduit Support and Bracing:


2. Support Spacing: See paragraph 3.09.

3. Brace conduits longitudinally, and transversely, in accordance with SMACNA guidelines and as specified herein. See Seismic Restraint hereinbefore.
a. Brace conduits trapeze where the cumulative weight of conduits exceeds the weight of a single 2-inch conduit.

4. Install sleeves wherever conduits are run through walls, and floors to allow large enough openings for the passage of the conduits. Sleeves shall be of sufficient size to allow for contraction and expansion of conduits. The space between each conduit and sleeve (or insulation and sleeves) shall be completely closed by packing with code approved mineral fiber materials with a suitable binder or other approved packing material. Sleeves at floors are to extend 2" minimum above structural slab or finished floor whichever applies. Seal all penetrations through all fire rated construction (walls, ceilings, floors) with approved materials providing equivalent protection and rating of the construction being penetrated.

5. Support all conduits from the building structure so that there is no apparent deflection in conduit runs. Fit conduits with steel sway braces and anchors to prevent vibration and/or horizontal displacement under load when required. Do not support from, or brace to, ducts, other pipes, conduit, or any materials except building structure. Conduits or equipment shall be immobile and shall not be supported or hung by wire, rope, plumber’s tape, plastic ties, or blocking of any kind. Vertical conduits running between floors shall be additionally supported at mid-points in a rigid and immobile fashion. Any exposed or concealed conduit which can be physically moved, and which is not properly supported will not be accepted, and additional support or bracing will be required. Install seismic bracing as hereinbefore specified; see Seismic Restraint.

6. Install and secure all equipment with anchors and braces to floors, structural members and walls with sufficient backing, to prevent vibration and/or horizontal displacement under load and seismic force as hereinbefore specified. Follow manufacturer’s recommendations for the installation of vibration isolators where required for all equipment requiring such.

7. Provide field built conduit anchors for building expansion joint and thermal expansion control.

D. Support and brace all equipment, devices, conduits, etc. located at upper roof either from the equipment pads or from the overhead framing structure. Do not support or brace from the roof. When supporting from or bracing to overhead, provide all intermediate steel required between structural steel members.

3.12 GROUNDING

A. Equipment Ground

1. Ground non-current carrying metal parts of electrical equipment enclosures, frames, conductor raceways to provide a low impedance path for line-to-ground fault current and to bond all non-current carrying metal parts together. Install a ground conductor in each raceway. Equipment ground conductor shall be electrically and mechanically continuous from the electrical circuit source to the
equipment to be grounded. Size ground conductors per NEC 250-95, unless otherwise shown on drawings.

2. Grounding conductors shall be identified with green insulation. Where green insulation is not available on larger wire sizes, black insulation shall be used and suitably identified with green tape at each junction box or device enclosure.

3.13 TESTS

A. General:

1. Comply with testing requirements as specified herein, governing authorities having jurisdiction and test requirement of other sections of this Division.

2. Obtain approval for test procedures. The Owner and authority having jurisdiction shall be notified a minimum of seventy-two (72) hours in advance of tests, unless otherwise noted. Any test conducted without notification shall be subject to retest at the discretion of the Owner without additional cost to Owner.

3. Tests shall be performed and systems approved, prior to painting, covering, insulating, furring, or concealing piping, as applicable. Prior to test, protect or remove all control devices and other items which are not designed to stand parameters used in test.

4. Provide labor, materials, instruments and power required for testing under respective sections for work under that section.

5. Adjust, repair, or replace defective work and repeat tests until systems and component parts receive approval of Owner and regulating authorities. Damages resulting from tests to electrical systems or to work of other trades shall be repaired and restored to their original condition as directed by Owner at no additional cost to the Owner.

6. Test all systems as specified under various applicable sections. Duration of tests shall be determined by authority having jurisdiction, where applicable, and in no case less than the time specified.

7. Provide all required testing, and repeated testing until the authority having jurisdiction and Owner is satisfied that work is in accordance with Contract Documents.

8. Adjust, repair, or replace at no additional cost to the Owner, any portion of work which fails to meet the specified requirements as noted on the tests.

9. Make all final tests in the presence of the authorities having jurisdiction.

10. Furnish copies of tests reports and certificates of acceptance, signed by the authorities having jurisdiction, to Owner before submitting for final payment; such payments will not be processed until these submittals have been made.
3.13 ACCEPTANCE DEMONSTRATION

A. Upon completion of the work, at a time to be designated by the Owner, the Trade Subcontractor shall demonstrate the operation of the electrical installation, including any and all special items installed by him or installed under his supervision, to Owner’s and Owner’s satisfaction.

B. Owner may require operation of parts or all of respective installations prior to final acceptance.

C. Operation of installation shall not be construed as acceptance of work.

END OF SECTION 26 00 00
SECTION 26 01 26

TESTING OF ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 RELATED WORK
   A. Section 26 00 00 – Electrical General Requirements

1.02 MEASUREMENT AND PAYMENT
   A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the Johnson Controls “Instructions to Bidders”.

1.03 REFERENCE
   A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions and sections under Division 1 General Requirements.

1.04 DESCRIPTION
   A. This Section includes acceptance testing requirements for assessing the suitability for service and reliability of the power distribution system.
   
   B. It is the purpose of this specification to assure all tested electrical equipment, both Trade Subcontractor and Owner supplied, is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.
   
   C. Tests and inspections shall be performed after installation.
   
   D. Tests and inspections shall determine suitability for energization.
   
   E. All electrical systems shall pass tests prior to substantial completion or Owner occupancy.
   
   F. This specification requires Trade Subcontractor to engage services of testing agency.
   
   G. Items to be tested and inspected as follows:
      1. Switchboard.
1.05 REFERENCE STANDARDS


D. ANSI/IEEE C57 - Distribution, Power, and Regulating Transformers.


J. ANSI/IEEE Std. 48 - Standard Test Procedure and Requirements for High-Voltage Alternating-Current Cable Terminations.


W. ASTM D924 - Standard Test Method for Dissipation Factor (or Power Factor) and Relative Permittivity (Dielectric Constant) of Electrical Insulating Liquids.


Y. ASTM D974 - Standard Test Method for Acid and Base Number by Color-Indicator Titration.


HH. NEMA AB 4 - Guidelines for Inspection and Preventive Maintenance of Molded-Case Circuit Breakers Used in Commercial and Industrial Applications.

II. NEMA MG1 - Motors and Generators.

JJ. NFPA 70 - National Electrical Code.

KK. NFPA 70B - Recommended Practice for Electrical Equipment Maintenance.

LL. NFPA 70E - Electrical Safety Requirements for Employee Workplaces.


NN. NFPA 110 - Emergency and Standby Power Systems.

OO. NIST - National Institute of Standards and Technology.


1.06 SUBMITTALS

A. Test Reports: Include the following:

1. Summary of project
2. Description of equipment tested
3. Equipment used to conduct the test
4. Description of test
5. Test results, as compared to manufacturers' or industry accepted standards and tolerances
6. Conclusions and recommendations
7. Signature of responsible test organization authority

B. List of equipment used to perform tests. Identify the following:

1. Type.
2. Manufacturer.
3. Model number.
4. Serial number.
5. Date of last calibration.
6. Documentation of calibration leading to NIST standards.

1.07 QUALITY ASSURANCE

A. Qualifications of Testing Agency:

1. Testing firm shall be a corporately and financially independent testing organization that can function as an unbiased testing authority, professionally independent of the manufacturer, supplier, and installers of equipment or system evaluated by the testing firm.

2. Testing firm shall be regularly engaged in testing of electrical equipment, devices, installations and systems.

3. Testing firm shall meet Federal Occupational Safety and Health Administration (OSHA) requirements for accreditation of independent testing laboratories.

4. On-site technical person shall be currently certified by the International Electrical Testing Association in electrical power distribution system testing.

5. Testing firm shall use technicians who are regularly employed by the firm for testing services.

6. Testing firm shall submit proof of above qualifications with bid documents when requested.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PREPARATION

A. Documentation: Deliver the following to testing firm, minimum two weeks prior to commencement of testing:

1. Complete set of electrical plans and specifications, with available short circuit indicated on power riser diagrams.

2. Approved submittals and shop drawings of equipment being tested.

3. Pertinent change orders.

4. Evaluation, overcurrent protective device coordination and arc flash studies.
B. Schedule: Notify Owner and Engineer 10 working days prior to performance of any tests.

C. Coordination: Coordinate with Construction Manager/Owner/Engineer the testing schedule and availability of equipment ready for testing.

D. Test Power: Provide test power (including specialized) for equipment testing before and after service energization.

3.02 FIELD QUALITY CONTROL

A. Inspection and Test Procedures: Comply with NETA.

END OF SECTION 26 01 26
SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes materials and methods for the following:
   1. Conductors and cables.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Trade Subcontractor and the subcontractor will be responsible for identifying and including all related work in other Section so these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
   1. Section 26 00 00 – Electrical General Requirements

1.02 MEASUREMENT AND PAYMENT

A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the Johnson Controls “Instructions to Bidders”.

1.03 REFERENCE

A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements.

1.04 DESCRIPTION

A. Conductor and conduit sizes in these contract documents are based on copper wire, and only copper wire shall be used.

1.05 REFERENCE STANDARDS

A. UL83 - Thermoplastic - Insulated Wires and Cables.
B. UL44 - Rubber-Insulated Wires and Cables
C. UL486A - Wire Connectors and Soldering Lugs for use with Copper Conductors.
D. UL486C - Splicing Wire Connectors.
E. UL1569 - Metal-clad cable.

1.06 SUBMITTALS
A. Catalog cuts for all items provided under this section including:
   1. Wire.
   2. Connectors.
   4. Pulling Compounds.

PART 2 – PRODUCTS

2.01 MANUFACTURER
A. Manufacturers: American Insulated Wire Corp., Southwire Co., Cablec, Canada Wire, Kerite, Okonite, Pirelli, or approved equal.

2.02 FABRICATION
A. Conductors for use at 600 volts or below shall have 600 volt rated insulation.
   1. Wire No. 12 and smaller may be solid or stranded.
   2. Wire No. 10 and larger shall be stranded only.
   3. Provide stranded conductors where conductors terminate in crimp type lugs.
B. Motor circuit branch wiring and associated control wiring:
   1. Type THHN insulation.
   2. Motor wiring to be stranded copper.
C. Wiring in fluorescent luminaire channels:
   1. Type THHN insulation.
D. Feeder Circuit Wiring:
   1. Type THWN insulation rated for wet location.
   2. Use only copper 75°C rated cable, or 90°C rated cable sized at 75°C rating for connection to 100% rated devices.
E. Branch Circuit Wiring:
1. Use Type THHN, THWN insulation.

PART 3 – EXECUTION

3.01 SEQUENCING-SCHEDULING

A. Do not pull wire in until building is enclosed and weather tight.

3.02 INSTALLATION

A. Color code power wiring as follows:
   1. 240/120-volt, 3 phase, 4 wire: phase A-black, phase B-red, phase C-blue, neutral-white ground conductor-green. Or match existing wire color coding.

B. Pull wire and cables into conduits and raceways in such manner that insulation will not be damaged or undue strain placed on conductors.
   1. Lubricants shall be UL listed.

C. Branch circuit wires in panels shall be neatly arranged with surplus wire cut off and wires tied with non-metallic ties.
   1. Metallic ties not permitted.

D. Conductors shall be attached to terminal screw or lug per UL listing.

E. Joints, taps and splices sizes No. 10 and smaller:
   1. Ideal-Nut Connectors or Scotchlok Spring connectors.

F. Joints, taps and splices sizes No. 8 and larger:
   1. Copper compression connectors.
      a. Install with hydraulic compression tool.

G. Joints, taps and splices sizes larger than No. 1:
   1. Tape with electrical tape to build up insulation level equivalent to cable insulation and cover with not less than two half lapped layers of plastic electrical tape.

H. Plastic snap on splice insulators are not allowed.

I. Support conductors in vertical raceways in accordance with Code using OZ type "S" cable supports for 600-volt conductors.

J. Support conductors above 600 volts in accordance with Code vertical raceways using OZ type "R" cable supports.
3.03 APPLICATION

A. Wire and cable boxes and reels shall bear the date of manufacture.
   1. Date of manufacture shall not precede contract date by more than one year.

B. Minimum conductor sizes shall be as follows:
   1. No. 12 - Branch circuits of any kind.
   2. No. 14 - Signal systems.

C. Refer to respective sections for conductor requirements of Building Automation, Communications (Voice, Data), Fire Alarm and Security Systems.

D. Limit homeruns to 9 current carrying conductors for normal, emergency and standby circuits and 6 current carrying conductors for UPS circuits. Increase the conductor size to confirm with NEC Article 316-15(b)(2).

E. Life safety circuits shall not share the same conduit with other types of circuits, except as noted on plans.

F. Circuits of different panels shall not be installed in the same conduit.

G. Circuits of different voltages shall not be installed in the same conduit.

H. Provide a minimum #10 sized neutral conductor for all shared neutral branch circuits.

I. Branch circuit shall not pass through a different panelboard.

3.04 BRANCH WIRING

A. 240/120-volt circuits over 100 ft in length: Increase wire size one size for each 100 ft of length. Increase conduit size as required.

B. Branch circuiting shown on drawings is diagrammatic. In some cases, branch circuiting has been omitted for clarity, but circuit numbers and source panelboards are noted. The Trade Subcontractor shall provide all branch circuit conductors for a complete installation.

END OF SECTION 26 05 19
PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes materials and methods for the following:

1. Grounding and bonding.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Trade Subcontractor and the subcontractor will be responsible for identifying and including all related work in other Section so these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:

1. Section 26 00 00 – Electrical General Requirements.

1.02 MEASUREMENT AND PAYMENT

A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the Johnson Controls “Instructions to Bidders”.

1.03 REFERENCE

A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements.

1.04 DESCRIPTION OF WORK

A. Provide grounding as indicated herein.

1.05 REFERENCE STANDARDS

A. UL 467 Electrical Grounding and Bonding Equipment

1.06 SUBMITTALS

A. Shop Drawings:
1. Submit the following:
   a. Connection type.
   b. Conductor material, size and stranding.

1.07 SEQUENCING, SCHEDULING
   A. All equipment grounds shall be permanently attached prior to energizing equipment.

PART 2 – PRODUCTS

2.01 MATERIALS
   A. Grounded conductors shall be copper with white or gray insulation.
   B. Grounding conductors for feeder and branch circuits up to AWG size 4 and with color coding tapes for AWG size 2 and larger shall be copper, either bare or with green insulation.
   C. Grounding conductors shall be copper with green insulation or bare. Buried ground conductors shall be bare tinned.

PART 3 – EXECUTION

3.01 SEQUENCING, SCHEDULING
   A. Equipment grounds shall be permanently attached prior to energizing equipment.

3.02 INSTALLATION
   A. Grounding connections shall be made on surfaces, which have been cleaned of paint, dirt, oil, etc., so that connections are bare metal to bare metal contact.
   B. Grounding connections shall be tight and shall be made with UL listed grounding devices, fittings, bushings, etc. Apply thin layer of no-ox prior to making the ground connection.
   C. Duplex receptacles of any amperage shall be grounding type and shall have separate grounding contact. Install separate jumper between grounding terminal on device and metallic box.
   D. Single and duplex receptacles shall have grounded metal mechanically bonded together. Pressure bonding only is not acceptable.

3.03 APPLICATION
   A. Green wire grounding conductor shall terminate in panelboard at green wire ground bus.
B. Multiple conductors in single lug not permitted. Each grounding conductor shall terminate in its own terminal lug.

C. Where flexible metallic conduit, non-metallic rigid conduit or liquid tight flexible conduit is used, green wire grounding conductor shall be provided with phase conductors in conduit.

D. Green wire grounding conductor shall be used to provide ground continuity between equipment or device and conduit-raceway system.

E. Provide separate green wire grounding conductor for each conduit.

F. Provide separate green wire grounding conductor for each branch circuit neutral originating from panelboards, excluding lighting circuits.

G. Multiple conductors in a single lug not permitted. Each grounding conductor shall terminate in its own terminal lug.

H. Grounding conductors for branch circuits shall be size indicated in NEC, except minimum size grounding conductor shall be No. 12 AWG.

I. Each branch panel feeder originating at switchboards shall have an identified grounding conductor originating at ground bus in switchboard and terminating at ground bus in panelboard. This grounding conductor shall be size indicated in NEC except in no instance smaller than No. 8 AWG.

J. Grounding conductor is in addition to neutral conductor and in no case shall neutral conductor serve as grounding means.

END OF SECTION 26 05 26
SECTION 26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes materials and methods for the following:
   1. Raceways and fittings.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Trade Subcontractor and the subcontractor will be responsible for identifying and including all related work in other Section so these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
   1. Section 26 00 00 – Electrical General Requirements

1.02 MEASUREMENT AND PAYMENT

A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the Johnson Controls “Instructions to Bidders”.

1.03 REFERENCE

A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements.

1.04 REFERENCE STANDARDS

A. UL 1 - Flexible Metal Electrical Conduit.
B. UL 6 - Rigid Metal Electrical Conduit.
C. UL 360 - Liquid-tight Flexible Steel Conduit, Electrical.
D. UL 514B - Fittings for Conduit and Outlet Boxes.
E. UL 651 - Schedule 40 and 80 Rigid PVC Conduits.
F. UL 651A - Type EB and A PVC Conduit and HDPE Conduit.
G. UL 1242 - Intermediate Metal Conduit.

H. UL 1660 - Liquid-tight Flexible Nonmetallic Conduit.

I. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

J. NEMA FB 2.10 - Selection and Installation Guidelines for Fittings for Use with Non-Flexible Electrical Metal Conduit and Tubing.

K. NEMA FB 2.20 - Selection and Installation Guidelines for Fittings for Use with Flexible Electrical Metal Conduit and Tubing.

L. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.

M. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

N. ANSI C80-1 - Rigid Steel Conduit - Zinc Coated (GRS).

O. ANSI C80-3 - Electrical Metallic Tubing Zinc Coated (EMT).

P. ANSI C80-6 - Intermediate Metal Conduit - Zinc Coated (IMC).

1.05 SUBMITTALS

A. Manufacturer's data/catalog cuts for:
   1. Conduit.
   2. Couplings and fittings.

B. Provide list of conduit types indicating where each type is used.

1.06 QUALITY ASSURANCE

A. Each conduit shall bear manufacturer's trademark and UL label.

PART 2 – PRODUCTS

2.01 CONDUIT AND FITTINGS

A. Galvanized Rigid Steel (GRS) Conduit:
   1. Heavy wall tubing with hot dipped galvanized coating and shall conform to ANSI C-80.1.
2. Connections shall be made with double locknuts and bushings. Bushings to be steel with integral insulator except conduits 2” and below may have high impact thermoset Phenolic insulating bushings.

3. Provide threaded connectors and couplings.

4. All conduit bushings, fittings and terminations shall be UL listed as grounding type fittings, or shall be supplemented by a UL approved grounding type device.

B. Electrical Metallic Tubing (EMT) Conduit:

1. Thin wall tubing with zinc coating.

2. Couplings and connections shall be threaded steel, watertight gland compression type for conduits 2” and above.

3. Couplings and connections shall be steel, concrete tight set screw type for conduits below 2”.

4. All connectors shall have insulated throat.

C. Rigid Nonmetallic Conduit:

1. Heavy wall rigid, type 40, listed for above ground applications.

2. Use primer/cleaner on glued joints.

D. Flexible Metal Conduit:

1. Electro-galvanized single strip steel. The conduit shall contain a built-in continuous copper ground.

E. Liquid Tight Flexible Metal Conduit:

1. Electro-galvanized single strip steel with PVC coating. The conduit shall contain a built-in continuous copper ground.

F. PVC Jacketed Rigid Steel Conduit:

1. Rigid steel conduit and fittings with an extruded polyvinyl chloride jacket as manufactured by Rob-Roy or Octal-Blue.

2. The jacket shall have high tensile strength, shall be highly resistant to corrosion and shall not oxidize or deteriorate or shrink when exposed to sunlight and weather. The jacket shall be flame retardant and shall not support combustion. The interior of the conduit shall have a urethane coating.

G. PVC Conduit:

1. Heavy wall rigid, Schedule 40 listed for underground application.
2.02 BOXES

A. Galvanized steel or FD cast type outlet boxes to accommodate device indicated by symbol, in conformance with code requirements, number and size of conductors and splices and consistent with type of construction. Bell boxes are not allowed.

B. Surface mounted boxes shall have the appropriate cover, raised device covers on 4" square and 4-11/16" boxes and handy box covers on handy boxes, etc.

C. Boxes in block shall have device covers that are square drawn or square cut.

D. Boxes in tile shall have tile covers.

E. Use round drawn device covers on boxes in lath and plaster walls or dry wall only.

F. Front edge of device boxes must be set flush with the finished wall surfaces except on walls of non-combustible materials where the boxes may have maximum set back of 1/4".

G. Exterior wall boxes or wet location boxes shall be gasketed type cast boxes with matching cover.

H. Gang-able type boxes are not allowed.

I. Box ears, with tapped holes, must turn into the box opening.

J. Boxes in hazardous areas shall be Crouse-Hinds, EDS series, Applebee, or approved equal.

K. FD cast type boxes shall be utilized with rigid steel conduit.

L. The front edge of the device boxes must be set flush with the finished wall surfaces except on walls of non-combustible materials where the boxes may have maximum set back of 1/4".

M. Outside exterior wall boxes or wet location boxes shall be gasketed type cast boxes with matching cover. Boxes shall have hubs threaded for rigid conduit and neoprene gasketed covers.

N. Junction or pull boxes and covers:
   1. Code gauge steel with galvanized or sherardized finish with covers secured by galvanized machine screws.
   2. Sufficient size to allow code required minimum cable bending radii to be rolled.
   3. Knock out punches shall be used for required holes.
   4. Use factory manufactured boxes only.
   5. Field fabricated boxes not allowed without prior approval of local authority having jurisdiction.
6. System furniture communication and power junction boxes:
   a. Manufacturer: Raco, Steel City, Bowers or approved equal.
      1) Box part number 6256.
      2) Cover plate part number 6289.

O. Conduit Bodies:
   1. Conduit bodies 2” or larger shall be Crouse-Hinds Type LBD or approved equal.
   2. Conduit bodies smaller than 2” shall be Crouse-Hinds, Type Form 8 condulets or approved equal.
   3. For use with GRS, IMC or EMT.
   5. Cast aluminum - copper free.
   6. PVC coated.
   7. Covers:
      a. Stamped Steel.
      b. Cast Steel.
      c. Stainless Steel Screws.
      d. Neoprene Gaskets.

2.03 SUPPORT

A. Conduit supports for horizontal or vertical single runs:
   1. Hot dipped galvanized heavy-duty sheet steel straps, mineralac clamps or channel system with appropriate components.
   2. Spring type pressure clamps may be used with conduit through 3/4”.

B. Conduit supports for horizontal and vertical multiple runs:
   1. Channel systems with appropriate components.
      a. Horizontal runs to be supported with appropriate size rods.
      b. Vertical runs anchored to structure.
   2. Spring type pressure clamps may be used with conduit through 3/4”.
C. Vertical conduit runs 1-1/4" and larger passing through floors shall be supported at each floor with pipe riser clamps.

PART 3 – EXECUTION

3.01 PROTECTION

A. Furnish information to Trade Subcontractor as to size and location of built-in openings required.

B. Do not cut, remove or pierce general or mechanical insulation, fire rated walls, ceilings or steelwork without prior permission and instruction.

3.02 INSTALLATION

A. Conduit:

1. Provide for proper application, installation, and location of inserts, supports and anchor bolts for satisfactory raceway system.

2. Where any component of the raceway system is damaged, replace it or provide new raceway system.

3. Complete raceway installation before starting conductor installation.

   a. Use temporary closures to prevent foreign matter from entering raceways.

   b. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bend is not visible above the finished slab.

4. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

5. Separation of system low voltage signal cabling from power wiring:

   a. The following applies to voice/data, security, CCTV, monitoring and control, temperature control, fire alarm, system wiring separation from power wiring.

<table>
<thead>
<tr>
<th>Condition</th>
<th>Minimum Separation</th>
</tr>
</thead>
<tbody>
<tr>
<td>System cable tray from 120/208V power conduit:</td>
<td>5&quot;</td>
</tr>
<tr>
<td>System cable tray from 277/480V power conduit:</td>
<td>5&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition</th>
<th>Minimum Separation</th>
</tr>
</thead>
<tbody>
<tr>
<td>System cable tray from transformers, motors and motor starters:</td>
<td>12&quot;</td>
</tr>
<tr>
<td>System cable tray from power conduit with dimmer/SCR controlled circuits:</td>
<td>24&quot;</td>
</tr>
<tr>
<td>System cable tray from transformers, motors and</td>
<td></td>
</tr>
</tbody>
</table>
motor starters: 24"
System cable tray from fluorescent fixtures: 18"

6. Run conduits concealed to avoid adverse conditions such as heat and moisture, to permit drainage, and to avoid materials and equipment of other trades.

7. Maintain minimum clearance of 6" from hot water pipes, flues and any high temperature piping or ductwork.

8. Avoid exposed conduit runs. Conduit may be run exposed where it is impractical or impossible to conceal or where specific approval is obtained.

9. Running threads are not allowed for any type of conduits.

10. Run exposed conduit grouped and parallel or perpendicular to construction.

11. Do not route exposed conduits over boilers or other high temperature machinery or in contact with such equipment.

12. Exposed conduits to be offset at boxes.

13. Conduit not allowed to be installed in concrete walls and floors.

14. Ream conduit smooth at ends, cap upon installation, rigidly attach to structural parts of building and securely fasten to outlet boxes, panel cabinets, junction boxes, pull boxes, splicing chambers, safety switches and other components of the raceway system.

15. Independently support or attach raceway system to structural parts of construction. Suspended ceiling systems shall not be considered as structural parts of the construction for conduit support.

16. Conduit, conduit systems or boxes shall not be supported or secured by wire, but shall be supported by hangers, rods and devices manufactured specifically for this purpose.
   a. Plastic tie-wrap is not permitted.

17. Conduits supported on steel strut systems shall be secured on each steel strut with appropriate clamps.

18. Conduit installed in metal stud walls must be secured to prevent rattling.

19. Devices in exterior or load-bearing walls may be fed by horizontal conduit runs. Horizontal bends in conduit around corners is not allowed. Other devices shall be fed vertically from above.

20. Provide spare capped conduits for flush-mounted panelboards consisting of three 1" conduits to the ceiling space above.

21. Provide empty raceways 2-1/2" and over with No.10 galvanized fish wire.
22. Provide nylon pull cord in conduit smaller than 2-1/2".

23. Conduit penetrations through roof shall conform with details on architectural drawings and as specified herein.

24. Minimum conduit size: 3/4", except as noted.

25. Home runs: minimum 3/4" conduit, except as noted.

26. Minimum size for flexible metal conduit is 1/2".

27. Minimum size for liquid tight flexible metal conduit is 1/2".

28. On work exposed to weather or in damp locations fittings shall be weathertight.

33. Conduit and boxes attached to building surfaces, which may be damp, shall be spaced out to avoid rust and/or corrosion using fittings approved for use.

34. Provide conduit seals where conduits pass from interior to exterior of the building, in moist areas in accordance with NEC, where conduits enter room which at any time is low or high temperature room and where conduits enter a room which at any time is subject to internal air pressures above or below normal. Locate seals in accessible locations.

35. Maximum of three 90° bends are maximum allowed in any conduit run.

36. With prior approval by the Owner, raceway runs may be field changed to obtain better installation.

B. Boxes:

1. Set outlet boxes parallel to construction and independently attached to same.

2. Adjust flush type boxes to set level with finished surface.

3. Back to back and through-the-wall boxes are not acceptable.

4. Provide multi-ganged boxes where 2 or more devices are in same location, unless otherwise noted.

5. Box Support:
   a. Mount boxes straight.
   b. In stud walls provide horizontal bracing at top or bottom of box for 3 or more gang device boxes.
   c. For up to 2 gang device boxes, provide stud support one side, with short piece of stud.
   d. Boxes in masonry walls shall be solidly mortared in.
e. Tie wire supported boxes are not acceptable.

f. For one and two gang box support, manufactured bracket supports shall be accepted alternate.

6. Provide partitions in multi-ganged boxes where different types of devices are installed, or devices installed operate at different voltages.

7. Mount boxes in block walls at block joint nearest to indicated height.

8. All boxes/covers to be clearly labeled with circuit and panelboard.

3.03 APPLICATION

A. Galvanized Rigid Steel (GRS) Conduit:

1. GRS Permitted:
   a. Installations below grade (and in or under slabs where approved).
   b. All locations except corrosive atmospheres.

2. Below 6 foot to finish floor in exposed areas of mechanical rooms where mechanical damage to EMT may occur.

B. Electrical Metallic Tubing (EMT) Conduit:

1. EMT conduit shall be permitted:
   a. Interior partitions.
   b. Above suspended ceilings.
   c. Above 6 ft AFF in exposed areas of mechanical equipment rooms.
   d. Sizes 2” and smaller except as approved.

C. Nonmetallic Rigid Conduit:

1. Nonmetallic rigid conduit shall be permitted for:
   a. Direct burial, concrete encased.
   b. Direct burial, in sand fill on bottom and top.
   c. Corrosive atmospheres.
   d. Cold Rooms.

D. Liquid Tight Flexible Metal Conduit:

1. Use liquid tight flexible conduit, not over 6 ft in length, for final connections to:
a. Equipment in wet locations.
b. Equipment with vibration isolation mounting.
c. Equipment housing ferromagnetic cores or with integral moving components, capable of generating noise or vibrations including transformers and motors.
d. Pumps and associated equipment.
e. Instruments and control devices.

E. Flexible Metal Conduit:
1. Use flexible metal conduit not over 6 ft in length for final connections for:
   a. Equipment in dry locations.
   b. Equipment in dry locations with vibration isolation mounting.
2. No flexible metal conduit length restriction when using "Manufactured Wiring Systems."
3. Flexible metal conduit will be allowed only for branch wiring and branch lighting located within gypsum wall construction that is not located within the vivarium, service platforms, or in any CMU.
4. Flexible metal conduit shall not be used for circuit homeruns or feeders.
5. Flexible metal conduit shall not be used to route grounding electrode conductor.

F. PVC Coated Conduit
1. PVC coated conduit shall be used:
   a. In corrosive atmospheres as noted on plans.
   b. In exterior environments needing additional protection.
2. Use PVC coated elbows.

END OF SECTION 26 05 33
SECTION 26 05 53
ELECTRICAL SYSTEMS IDENTIFICATION

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes materials and methods for the following:
   1. Electrical identification.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Trade Subcontractor and the subcontractor will be responsible for identifying and including all related work in other Section so these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
   1. Section 26 00 00 – Electrical General Requirements

1.02 MEASUREMENT AND PAYMENT

A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein will be considered to be included as part of the lump sum price for the Work of this Contract and shall be in compliance with the requirements stated in the Johnson Controls “Instructions to Bidders”.

1.03 REFERENCE

A. The Work under this Section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements.

1.04 SUBMITTALS

A. Product Data: For each electrical identification product.

B. Samples: For each type of label and sign to illustrate color, lettering style, and graphic features of identification products.

PART 2 – PRODUCTS

2.01 IDENTIFYING DEVICES

A. Stencil Paint:
   1. Oil-based, alkyd enamel, black unless otherwise noted.
B. Marker System:
   1. Manufacturers: Brady USA, Ideal, Marking Services Inc. (MSI), Seton.

C. Laminated Plastic Nameplates:
   1. ASTM D 709, Type I, cellulose, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine sub core.
   2. Face of nameplate to be black and letters to be white, except emergency power equipment nameplates are to have white face with red letters.
   3. Fasteners shall be small metal screws, pop rivets or contact-type with permanent adhesive.

PART 3 – EXECUTION

3.01 GENERAL
   A. After painting is completed, identify equipment as indicated. Locate identification as conspicuously as possible except where such would distract from finished area.

3.02 IDENTIFICATION
   A. Nameplates shall be securely attached to non-concealed junction box covers of the following:
      1. Communication Distribution System.
      2. Electrical Distribution System.
   B. Engraved plastic nameplates shall be securely attached to:
      1. Panelboards.
      2. Switchboards.
   C. 4" round, 4" square and 4-11/16" junction boxes concealed above ceilings may be identified with neat lettering on cover with permanent type black marking pen.
   D. Nameplates shall identify equipment or load controlled and/or function and shall be same as indicated on contract documents. Voltages shall be shown on panelboard nameplates.
   E. Submit identification to Owner for approval. Owner reserves the right to modify identifications prior to shop drawing approval.
   F. Paint red entire length of exposed conduits containing conductors operating above 600 volts and at 50 ft intervals stencil in black 2" x 1/4" letters - high - HIGH VOLTAGE 15,000 VOLTS.
G. Paint red exposed junction boxes and pull boxes containing conductors operating above 600 volts and stencil with 4" x 1/2" black letters - HIGH VOLTAGE 15,000 VOLTS.

H. Group conductors as to circuits and arrange in neat manner in pull boxes, cabinets and panelboards. Group, bind together with nylon ties and identify conductors as to feeder or branch circuit. Phase identification shall be consistent throughout system.

I. Identify each conductor of all systems at each panel, pull box and at each outlet with permanently attached, wrap around, adhesive markers.

J. Identification of junction boxes and conductors shall include panelboard or switchboard, circuit number, phase, control circuit number or other appropriate number or letter that will expedite future tracing and trouble shooting.

M. Communication devices shall include zone and addressable device number.

3.03 ACCESS PANEL IDENTIFICATION

A. Furnish typewritten charts with identification and location of access panels serving equipment and incorporate in O&M Manuals.

END OF SECTION 26 05 53
SECTION 28 23 00

VIDEO SURVEILLANCE

PART 1 - GENERAL

1.1 SUMMARY

A. This project involves replacing some existing security related devices and equipment as well as adding new security related equipment to the Yerba Buena Gardens (YBG) site in San Francisco, CA.

1. The project elements shown on the Project Drawings and identified within this Performance Specification are conceptual only and are not intended to be a complete or fully detailed design. The Project Drawings are intended to identify any existing or new devices and locations that are to be included in the final product. The Contractor is free to propose other means, methods, etc. that meet the requirements of this Performance Specifications and the Owner’s Invitation for Bid (IFB).

2. This specification and the associated project drawings set a standard objective for the final construction, leaving the contractor free to use their design experience and professional discretion to select the best design, methods, and materials necessary to achieve that objective. YBG encourages exploring/proposing different construction methodologies to determine the most effective and efficient methods, thus achieving the YBG goal of delivering the best product for the best value.

3. The Contractor bears full responsibility for:

   a. Whether the project as designed and built meets the performance standards set forth in the accompanying documentation and shall provide a complete design of all project elements in compliance with this Performance Specification, industry standards, codes, and the requirements of Authorities Having Jurisdiction (AHJ).

   b. The completeness, correctness, permitting and construction of their proposed design and therefore any errors or omissions in the Project Drawings and deviations from said Project Drawings are not considered a change in scope and are not entitlement for a change order.

B. Section Includes: Provide new equipment to provide Video Cameras and associated hardware, IP Speakers, Network Video Recorder (NVR), NVR recording channel licenses and associated equipment, Control Room Upgrades as defined in this specification and specific requirements defined in the project drawings.

1. Additionally, existing analog cameras and analog speakers are being replaced with new IP devices.
2. Control Room console furniture and rack replacement must be undertaken while the existing SOC station remains operational. Close coordination will be required with the Owner and Operations team to ensure a smooth transition from the old to the proposed new configuration.
   a. Reference Section 3 of this specification for guidance relating to staging and implementing the Control Room upgrades.
   b. Final SOC configuration is subject to approval by the appropriate AHJ

C. Excluded items:
   1. Fire Alarm and associated devices
   2. Phones, phone system and associated devices
   3. Radios, radio base station and associated devices
   4. Non-security related computer and IT equipment and associated devices
   5. Non-security related fiber, fiber equipment and associated devices
   6. Existing UPS's and associated devices
   7. Existing electrical circuits or associated devices
   8. Any other systems, devices, components, etc., not specifically included.

D. Bidders must submit an itemized SOC Upgrade Phasing Plan with each bid submitted. At a minimum, the Phasing Plan shall include step-by-step tasks for:
   1. Transitioning from the existing SOC configuration to the new SOC configuration is expected to be completed within 5 business days.
   2. Temporary relocation of SOC personnel with access to perform all current daily tasks existing cameras and other functionality.
      a. Will require coordination with Owner for temporary use of adjacent office/conference room with portable tables, equipment stands and the like.
      b. Will require temporarily extending communications lines from existing security video monitors, radios, paging system microphone, etc., to the temporary location.

1.2 References
   A. Perform the work in accordance with current editions of all applicable local, municipal, and state codes and statutes listed below. In instances where a conflict of requirements occurs, the more stringent shall be deemed acceptable:
      a. NEC Article 725
      b. NEC Article 800
      c. TIA 568A/B
### 1.3 DISPOSITION TABLE

A. Work to be provided as indicated in the table below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>120VAC power, electrical circuits and breakers</td>
<td>Reuse existing</td>
</tr>
<tr>
<td>New conduit and associated accessories</td>
<td>Supply and install where necessary to extend wiring to newly identified locations</td>
</tr>
<tr>
<td>Site Fiber</td>
<td>Reuse existing</td>
</tr>
<tr>
<td>Mounting hardware for new cameras</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>Security related equipment as identified in this specification or project drawings</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>Wall/rack mounted equipment</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>Free standing console, cabinet and equipment rack</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>VMS software and licenses</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>VMS workstation computer, keyboard and mouse</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>VMS NVR</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>Ethernet switches and PoE ports</td>
<td>Supply &amp; install</td>
</tr>
<tr>
<td>Security device programming and configuration</td>
<td>Program &amp; configure</td>
</tr>
</tbody>
</table>
1.4 DEFINITIONS AND ABBREVIATIONS

A. Yerba Buena Gardens and their designated appointees and representatives shall be referred to in this document as Owner.

B. The respondent to this scope of work shall be referred to as Contractor.

C. Definitions:

   1. Final acceptance:
      a. Owner’s written acknowledgement of the successful completion of the scope or a portion of the scope of work.

   2. Fully functional and operational:
      a. Ready for Owner use and providing all functionality and performance characteristics as defined in the specifications and drawings.

   3. Notify in writing:
      a. Use of either paper or electronic documentation for project communication

D. Abbreviations

   1. EMT: Electrical Metallic Tubing
   2. IFB: Invitation for Bid
   3. IP: Internet Protocol
   4. NIC: Not Included in Contract
   5. NVR: Network Video Recorder
   6. PoE: Power over Ethernet
   7. SOC: Security Operation Center
   8. SER: Security Equipment Room
   9. SOW: Scope of Work
   10. TBD: To Be Determined
   11. UPS: Uninterruptable Power Supply
   12. VMS: Video Management System
   13. VoIP: Voice Over Internet Protocol

1.5 PRECEDENCE

A. In the event any conflict exists or arises between the terms of this section and the IFB, the terms and conditions of this specification shall have precedence.

   1. Immediately notify Owner’s representative in writing of any conflict.
1.6 SUBMITTALS

A. Submit no more than 10 business days after notice to proceed
   1. An electronic equipment cut sheet book:
      a. Organize book by specification section, first by applicable specification section, then by manufacturer name and part name or number. For devices required by drawing references, add these devices to the end of the specification submittal data sheets.
      b. Include an alphabetized index at the front of each binder. Use consistent text font, alignment and justification.
      c. Include a manufacturer’s cut sheet for each unique type of material or equipment to be supplied. Annotate cut sheets to indicate the specific equipment models proposed, and all proposed options and accessories.
      d. Submit camera mounting methods and heights, camera angle/orientation, if required, for compatibility with coverage requirements.

B. Submit for Owner approval, not less than 10 business days prior to Owner’s final acceptance test.
   1. Composite Equipment Manuals. Submit copies of all installation, operation and maintenance manuals for all equipment.
      a. Include all manuals, installation guides, instruction sheets, data sheets and any related literature from the original shipping containers for the equipment.
         i. Include all warranty cards in a separate container.
      b. Organize the Composite Equipment Manuals alphabetically, first by manufacturer name, and then by product part number or name.
   2. Final project record documents (copies of current “red-lines”) in both PDF and Auto Cad formats.
      a. Obtain and only utilize final CAD backgrounds from Architect before creating the final as-built drawings.

C. Submit for Owner approval, no more than 10 business days after Owner’s final acceptance test.
   1. Final as-built drawings:
      a. Use the design drawings as the basis for the as-built drawings. Obtain electronic copies from the system designer, architect or Owner.
      b. Include the following information
         i. Accurate locations of all pull boxes, security junction boxes and access locations for raceways.
         ii. Accurate location of all equipment installed under this SOW.
iii. A complete equipment list for each head-end location, including manufacturer name, model number, firmware version and quantities for each major component.

iv. Electrical breaker panel and circuit identifiers for input AC power for all VMS/CAMERA equipment and power supplies.

2. Warranty Letter ready for Owner signature.

1.7 QUALITY ASSURANCE

A. Contractor organization shall have a minimum of 5 years’ experience installing, configuring and servicing the equipment listed under this SOW.

1. Contractor must be a factory authorized reseller of all major components and software.

B. Contractor personnel for the project shall include, the following qualified resources at a minimum for the duration of the project:

1. A consistent project manager, with a minimum of 3 years’ experience managing VMS/CAMERA installation of similar scope and design.

2. Installation and Service Technicians, with a minimum of 2 years’ experience, factory trained and proficient in: the installation and maintenance of the major VMS/CAMERA components and software; wire selection, sizing, and installation; wire termination methods; power supply installation; camera housing and lens selection and installation; camera image adjustments and optimization.

C. Verify compatibility of all equipment that is to be furnished and integrated under this scope of work.

D. Notify Owner in writing where the actual dimensions or appearance of installed materials or equipment will vary from the submitted and approved materials and equipment.

1.8 WARRANTY

A. Provide a warranty to cover all parts and labor to remain in effect for one year from the date that the warranty letter is signed by Owner, unless the manufacturer’s equipment warranty exceeds 1 year, in which case the equipment warranty period shall be the longer of the two. The warranty expiration date shall be specified within the warranty letter and agreed to by the Owner.

1. For all new equipment installed under the contract:

   a. Provide materials and labor as required for the duration of the warranty period to repair and correct any of the following conditions:

      i. Defects in material.

      ii. Defects in workmanship.

      iii. Defects in design or implementation.

      iv. Product not new or not of the kind and quality specified.
v. Product not suitable for the use intended.
vi. Product not performing in the manner specified.

2. Equipment warranty will exclude Owner provided equipment.

B. Respond to all Owner requests for warranty service according to terms and conditions defined in section 1.10, Service Levels, below.

1.9 WARRANTY PERIOD SERVICE LEVELS

A. Owner may place requests for service both prior to final acceptance and during the warranty period.

B. Provide normal warranty service at no additional cost to Owner during normal business hours, which are between 7:00 AM and 5:00 PM, Monday through Friday.

C. Provide emergency service at an additional cost to Owner, upon Owner request.
   1. All Emergency Service within the first year warranty period will be performed and billed using the labor rates submitted at the time of bid.

D. Response time is the elapsed time measured from when a problem is first reported by an Owner representative to Contractor’s designated help line, to when a qualified Contractor technician arrives on site and begins working on the problem (or via phone if approved by Owner).
   1. Required response times:
      a. Normal Service:
         i. Within 4 hours for all calls placed before 1:00pm.
         ii. By 7:00 am the following business day for all calls placed after 1:00pm.
      b. Emergency Service: within 2 hours.

E. Resolution time is the elapsed time measured from when an Owner representative first reports a problem, to when the system has been restored or an acceptable work-around has been implemented
   1. Required resolution times:
      a. Normal Service: 1 business day.
      b. Emergency Service: 4 hours.
   2. If the resolution time expires without problem resolution, Contractor will provide:
      a. A written explanation for the delay along with an estimate of the time required for fully restoring the system to complete functionality. (Due within 1 business day).

F. Owner will classify all service calls as “Normal” or “Emergency” at the time the call is placed.
G. Contractor’s service dispatch and response personnel will possess a written definition of and be trained in:
   1. Required Response times.
   2. Required Resolutions times.

H. The conditions of the service levels will apply through the conclusion of the warranty period.

PART 2 - PRODUCTS

2.1 GENERAL

A. Review the specifications and drawings to identify all products, materials and components required to provide the functionality indicated at the locations shown. Verify all required quantities.

B. This specification may contain parts and/or equipment that are not specifically included in this project. Refer to drawings to confirm all required device types and quantities.

2.2 CONDUCTORS, CABLES AND CONNECTORS

A. GENERAL

1. All cables shall be UL listed for the intended use
   a. For projects located where UL listings are not required or do not apply, provide materials approved by local applicable codes, statutes and regulations or by appropriate Authority Having Jurisdiction (AHJ).

2. When cable is to be installed in wet locations as defined by NEC, provide "Water Blocked" cable listed for use in such locations.

3. Cables shall meet or exceed NEC classifications as follows:
   a. Article 725 Class 1, Class 2, and Class 3 Remote-Control, Signaling, and Power-Limited Circuits
      i. Commercial Cable Types: Type CM, CMG or CL2
      ii. Riser Cable Types: Type CMR or CL2R
      iii. Plenum Cable Types: Type CL2P
   b. Article 770 Optical Fiber Cables and Raceways
      i. Commercial Cable Types: Type OFN or OFNG
      ii. Riser Cable Types: Type OFNR
      iii. Plenum Cable Types: Type OFNP
   c. Article 800 Communications Circuits
      i. Commercial Cable Types: Type CM or CMG
      ii. Riser Cable Types: Type CMR
iii. Plenum Cable Types: Type CMP

d. Article 820 Coaxial Circuits
i. General Purpose Cable Types: Type CM, CMG, CATV, BMR, BLP, BLR or BL
ii. Riser Cable Types: Type CMR, CATVR, BMR, BLP or BLR
iii. Plenum Cable Types: Type CATVP

e. Article 830 Network-Powered Broadband Communications Circuits
i. Commercial Cable Types: Type BM
ii. Riser Cable Types: Type BMR
iii. Plenum Cable Types: Type BMP

4. Cable Marking
a. Provide manufacturers name, manufacturers part number, manufacturers UL file number and sequential foot markers not more than every 2 feet along the entire cable length.

5. Shield/drain wiring requirements
a. All shield/drain wires shall have clear vinyl insulating tubing installed over bare conductor from 1/8” below (inside) the cable jacket to within 1/8” of the wire attachment point, screw terminal and the like.
b. Multiple shield/drain wires may not share a single insulated tubing.
c. ID of insulated tubing shall not be more than 50% larger than the shield/drain wire diameter.

B. CABLES AND CONDUCTORS

1. MULTI-CONDUCTOR CABLE, STANDARD
a. Belden, West Penn or approved equal, (cable part number determined by need).
   i. Bare copper conductors, polypropylene insulation and PVC jacket with rip cord.
b. For wet locations, provide West Penn AQC series “Aquaseal” cables or approved equal, (cable part number determined by need).
   i. Bare copper conductors, polypropylene insulation and water blocked jacket with rip cord.
   ii. Consult West Penn for “non-standard catalog” cable requirements.

2. MULTI-CONDUCTOR CABLE, PLENUM
a. Belden, West Penn (cable part number determined by need) or approved equal.
   i. Bare copper conductors, Flamearrest insulation, and natural Flamearrest Jacket with rip cord.
C. TWISTED PAIR CABLE, STANDARD
   1. Belden, West Penn or approved equal, (cable part number determined by need).
      a. Bare copper conductors, polypropylene insulation and PVC jacket with rip cord.
   2. For wet locations, provide West Penn AQC series “Aquaseal” cables or approved equal, (cable part number determined by need).
      a. Bare copper conductors, polypropylene insulation and water blocked jacket with rip cord.
      b. Consult West Penn for “non-standard catalog” cable requirements.

D. TWISTED PAIR CABLE, PLENUM
   1. Belden, West Penn or approved equal, (cable part number determined by need).
      a. Bare copper conductors, Flamearrest insulation, conductors twisted into pairs, multiple pairs cabled together and Flamearrest jacket with rip cord.

E. UTP CABLES 4 PAIR, 23 AWG, CAT 6 STANDARD/RISER
   1. Belden 2412 004A Yellow, CMR rated or approved equal.
      a. Polyolefin insulation
      b. Non bonded pairs
      c. PVC jacket
   2. For wet locations, provide West Penn 4246-IO indoor/outdoor or approved equal
      a. Thermoplastic insulation
      b. Non bonded pairs

F. UTP CABLES 4 PAIR, 23 AWG, CAT 6, PLENUM
   1. Belden 2413 004A Yellow, plenum rated or approved equal.
      a. FRPO/FEP insulation
      b. Non bonded pairs
      c. Flamearrest jacket

G. INSULATION DISPLACEMENT CONNECTORS
   1. 3M Scotchlok™ Insulation Displacement Connectors (Solid wires only).
      a. Dry type
         i. UAL, UP2, UP3, UR2-D, UY2-D etc. or approved equal.
      b. Gel Filled
         i. UG, UR, UY2, etc. or approved equal.
2. Utilize only single stroke, parallel jaw, and ratchet-release connector tool with minimum 10:1 mechanical advantage or approved equal. Use of non-ratchet style connector tools is not acceptable.

H. INSULATED ELECTRICAL CRIMP SLEEVE CONNECTORS

1. 3M Scotchlok S-11, or approved equal.
   a. 22 AWG to 14 AWG.
   b. UL Listed.
   c. CSA Certified.
   d. .091” ID copper insert.

2. 3M Scotchlok S-31, or approved equal.
   a. 18 AWG to 10 AWG.
   b. UL Listed.
   c. CSA Certified.
   d. .152” ID copper insert.

3. Tyco Electronics D-200-0228, In-line solder/crimp with heat shrink sleeve, Red, or approved equal.
   a. 20 AWG to 26 AWG
      i. Use at all wired hinge connection locations

4. Tyco Electronics D-200-0229, In-line solder/crimp with heat shrink sleeve, Blue, or approved equal.
   a. 16 AWG to 20 AWG

I. WIRE & CABLE LABELS

1. Labels shall be sleeved heat shrink type, machine-printed, polyolefin wire markers for all cables, or approved equal.

2. Provide Brady IDXpert labeler or approved equal.
   a. Model XPERT-ABC
   b. Wire label for control cables, wire wrap style
      i. Brady X-19-498 label cartridge, 1” H x 1” W
   c. Wire label for large wires or cords (wire wrap style) or flat label
      i. Brady X-21-498 label cartridge, 1” H x 2 1/2” W
   d. Wire label for outlets or boxes
      i. Brady X-61-483 label cartridge, 1/2” H x 2” W
   e. Wire label for small outlet boxes
2.3 TERMINAL BLOCKS
A. TERMINAL BLOCKS
1. Terminal Blocks
   a. Phoenix Contact MBK 2,5/E or approved equal
      i. Feed through style, 24 – 14 AWG wire, DIN rail mount
   b. Phoenix Contact E/MBK End bracket or approved equal
   c. Phoenix Contact NS 15 PERF 2000MM DIN rail or approved equal
   d. Phoenix Contact 1401417 BNB WH Terminal Labels or approved equal

2.4 VIDEO MANAGEMENT SYSTEM SOFTWARE
A. Avigilon ACC 7.0 Enterprise version, no substitutions
B. Licenses
   1. Provide quantity necessary to ensure that every new or existing camera has a valid ACC7 license
   2. Avigilon ACC7-ENT, no substitutions

2.5 NVR
A. BCD218-ARA-216-80T-8 18 Bay Enterprise Video Recording Server, Enterprise, or approved equal
   1. 2U Rackmount
   2. (2) Silver 4116 80TB with iDRAC

2.6 IP VIDEO CAMERAS
A. Camera type 01, Outdoor multi-sensor camera with IR ring, pendant mount
   1. Avigilon 20C-H4A-4MH-360, or approved equal
      a. 4 x 5 MP sensor
      b. WDR, Lightcatcher
      c. 2.8mm
   2. Avigilon H4AMH-AD-PEND1 outdoor pendant mount adaptor
   3. Avigilon IRPTZ-MNT-NPTA1 pendant NPT adapter
4. Avigilon H4AMH-DO-COVR1 dome bubble cover, outdoor
5. Avigilon IRPTZ-MNT-WALL1 pendant wall mount adapter
6. Avigilon H4AMH-AD-IRI IR illuminator ring
7. Provide 60-watt PoE injector for this device

B. Camera Type 02, Outdoor Dome camera, Pendant mount
1. Avigilon 3.0C-H4A-DP1-B Dome, or approved equal
   i. 3.0 Megapixel
   ii. WDR with Lightcatcher
   iii. Day/Night
   iv. 3-9mm f/1.3
   v. P-iris lens,
   vi. Provide pendant mount
   vii. Self-Learning Video Analytics.

C. Camera Type 03, Indoor Dome camera, wall mount
   a. Avigilon 3.0C-H4A-D1-B, or approved equal
      i. 3.0 Megapixel
      ii. WDR with Lightcatcher
      iii. Day/Night
      iv. 3-9mm f/1.3
      v. P-iris lens,
      vi. Self-Learning Video Analytics

D. Camera Type 04, Outdoor PTZ camera, pendant mount
   1. Avigilon 2.0C-H4IRPTZ-DP30 PTZ camera, or approved equal
      a. 2.0 Megapixel (1080p)
      b. WDR Day/Night
      c. 30x zoom
      d. Provide pendant mount where appropriate
      e. Provide wall mount bracket where appropriate
      f. Self-Learning Video Analytics

E. Camera Type 05, Elevator Cabs
   1. Avigilon 3.0C-H4M-D1 Indoor Dome, or approved equal
a. 3.0 MP  
  b. WDR with Lightcatcher  
  c. Day/Night  
  d. 2.8mm f/1.4  
  e. Wall or ceiling mount inside elevator cab  

F. Camera Type 06, Outdoor multi-sensor camera, pendant mount  
1. Avigilon 15C-H4A-3MH-270, or approved equal  
   a. 3 x 5 MP sensor  
   b. WDR, Lightcatcher  
   c. 2.8mm  
2. Avigilon H4AMH-AD-PEND1 outdoor pendant mount adaptor  
3. Avigilon IRPTZ-MNT-NPTA1 pendant NPT adapter  
4. Avigilon H4AMH-DO-COVR1 dome bubble cover, outdoor  
5. Avigilon IRPTZ-MNT-WALL1 pendant wall mount adapter  
6. Avigilon H4AMH-AD-IRI IR illuminator ring  
7. Provide 60 watt PoE injector for this device  

G. Camera Type 07, Outdoor Dome camera, pendant mount  
1. Avigilon 3.0C-H4A-DO1-B, or approved equal  
   a. 3 MP sensor  
   b. WDR, Lightcatcher  
   c. 3-9 mm varifocal  
   d. Internal IR  

H. Camera Type 08, Existing IP cameras (NIC)  
1. Avigilon 9W-H3-4MH-DP1 or similar  
   a. Existing cameras  

I. Camera Type 09, Outdoor multi-sensor camera  
1. Avigilon 15C-H4A-3MH-180, or approved equal  
   a. 4 x 5 MP sensor  
   b. WDR, Lightcatcher  
   c. 4mm  
2. Avigilon H4AMH-AD-PEND1 outdoor pendant mount adaptor
3. Avigilon IRPTZ-MNT-NPTA1 pendant NPT adapter
4. Avigilon H4AMH-DO-COVR1 dome bubble cover, outdoor
5. Avigilon IRPTZ-MNT-WALL1 pendant wall mount adapter
6. Avigilon H4AMH-AD-IRI IR illuminator ring
7. Provide 60-watt PoE injector for this device

2.7 CAMERA MOUNTS AND ACCESSORIES
   A. Provide necessary/appropriate mounting accessories per individual location requirements as
      identified below. All items to be considered “or equal”.
      1. Avigilon H4A-MT-WALL1 Wall mount bracket for use with H4A-DP pendant dome cameras
      2. Avigilon AV-IRPTZ-MNT-WALL1 Mount, pendant wall, IR PTZ
      3. Avigilon AV-H4AMH-AD-PEND1 Outdoor pendant mount adapter
      4. Avigilon H4-MT-CRRNR1 Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F and H4 PTZ cameras.
      5. Avigilon AV-H4A-MT-WALL1 Wall mount bracket for use with H4A-DP pendant dome cameras
      6. Avigilon CM-MT-WALL1 Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1), H4SL (needs H4SL-MT-NPTA1)
      7. Avigilon H4 PTZ or H3-xMH-DP-B cameras.
      8. Avigilon H4-MT-POLE1 Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F and H4 PTZ cameras.

2.8 PTZ JOYSTICK CONTROLLER
   A. Avigilon AV-ACC-USB-JOY, or approved equal

2.9 USB MICROPHONE
   A. Audix USB12 USB gooseneck microphone, or approved equal

2.10 IP SPEAKERS
   A. Axis 0767-001 AXIS C3003-E NETWRK HORN SPEAKER, or approved equal.
      1. Wireless Speaker
      2. PoE
      3. Outdoor Ready
   B. Provide wall or pole mount as required per each location
2.11 VIDEO MANAGEMENT SYSTEM COMPUTER WORKSTATION
   A. Avigilon HD-RMWS4-4MN-NA, or approved equal
      1. Viewing for up to 4 monitors

2.12 VIDEO MANAGEMENT SYSTEM SECURITY MONITORS
   A. ViewZ VZ-27LX 27” HD monitor, or approved equal
      1. 1080p LED metal monitor
      2. DVI/VGA/HDMI/BNC(5in/2out)/Component
      3. Black metal frame
      4. 110VAC
      5. 24/7 operation

2.13 CONTROL ROOM EQUIPMENT CONSOLE AND RACK
   1. Console: Winsted Concept 1 – Insight, or approved equal
      a. 1 EA G0610 RED BOX ASSEMBLY ACCESSORY KIT
      b. 2 ST 56004 DOUBLE BAY STRINGER 0
      c. 3 PR 56262 WORK SURFACE SUPPORT BRACKET
      d. 3 EA 56721 26" JUMPER
      e. 1 EA 64032 6U RACK CABINET
      f. 2 EA 64044 DOUBLE BAY HINGED COVER
      g. 1 PR 64061 INSIGHT END FRAMES
      h. 1 EA 64062 INSIGHT INTERMEDIATE FRAME
      i. 1 PR 64525 LAMINATE SIDE PANELS (LH,RH)
      j. 1 EA S64804 (A) LAMINATE W/ SAFEGUARD WS
      k. 1 EA S64804 (B) LAMINATE W/ SAFEGUARD WS
      l. 3 EA 86151 21"H VENTED BLANK PANEL
      m. 2 EA 88094 FULL EXTENSION SHELF, BLACK
      n. 2 EA W5651 DOOR W/CPU SHELF
      o. 2 EA W5652 DOOR W/FILE STORAGE BIN
      p. 1 EA W6463 POWER INFEED AND MNTG BRACKET
      q. 4 EA W6493 2 ARTICULATING LCD POLE MOUNTS
2. **Rack**
   a. 1 EA 90026 70"H PRO SERIES RACK 32"D, or approved equal
   b. 1 EA 90053 VENTED TOP FOR 32"D PRO II
   c. 1 EA 90076 32" DEEP PEDESTAL
   d. 1 ST 90126 SIDE PANELS FOR 90026
   e. 1 EA 90336 70" PLEXIGLAS FRONT DOOR
   f. 1 EA 99145 10-1/2"H BLACK BLANK PANEL

3. **Wall Cabinet with adjustable shelves**
   a. 1 ST S97026, or approved equal

### 2.14 NETWORK SWITCHES

**A. 4 Port PoE**

1. **Comnet CNGE2+2SMSPoE, or approved equal**
   a. Intelligent Self-Managed Ethernet Switch
   b. Light management functionality
   c. Two 10/100/1000Base-T(X) copper ports and two 100/1000Base-FX SFP* ports.
   Up to thirty (30) watts of power per port

**B. 24 Port PoE**

1. **Comnet CWGE26FX2TX24MS Commercial Grade 26 Port GB Managed Switch, or approved equal**
   a. 24 10/100/1000Mbps TX ports
   b. 2 1000Mbps TX/SFP FX Combo Ports
      i. Requires SFP module
   c. Internal Power Supply

2. **Comnet SFP-48A/SFP-48B SFP modules, or approved equal**
   a. 1 multimode fiber
      i. Verify existing fiber type and availability to ensure proper SFP module is selected
   b. 1000Mbps
   c. 1310 nm/1550 nm, TX and RX
   d. LC Connector
2.15 **PoE Injectors**
A. Single Port HPOE +
   1. Avigilon POE-INJ2-60W, or approved equal
      a. 60 Watts
      b. 120-VAC

2.16 **Ethernet Surge Protector**
A. Ubiquity ETH-SP-G2, or approved equal.
   1. Provide one unit for all IP cables that connect to exterior mounted devices

2.17 **Firewall**
A. Sophos S4HZ1H101E03D, or approved equal

2.18 **Patch Panels**
A. ICC ICMPP0245E CAT5E, or approved equal
   1. 24-PORT
   2. 8P8C
   3. 110 punch down

2.19 **Media Converters**
A. POE Over Twisted Pair Extender (elevator camera locations)
   1. Local: Comnet CLLFE1POEU 1 Port EOU Ethernet Extender, or approved equal
   2. Remote: Comnet CLRFE1POEU 1 Port EOU Ethernet Extender Remote, or approved equal
B. 100Mbps Fiber Media Converter
   1. Comnet CNFE2MCPOE/M, or approved equal
      a. Power Over Ethernet, Small Size, 48V POE,
      b. Power Supply Included
      c. 100FX/1000FX Selectable
   2. Comnet SFP-48A/SFP-48B SFP modules, or approved equal
      a. 1 multimode fiber
         i. Verify existing fiber type and availability to ensure proper SFP module is selected
b. 1000Mbps

c. 1310 nm/1550 nm, TX and RX

d. LC Connector

C. Card cage with power supply for media converters at SOC location
   1. Comnet C1US Card cage rack
      a. 90-264 VAC, 50/60 hZ

2.20 WIRELESS ACCESS POINT, POINT-MULTIPOINT

A. Base Unit: Siklu BU MHB100-CCS-PoE-MWB, or approved equal
   1. Unlicensed 60 GHz band
   2. 90 degree horizontal beam, 20 degree vertical beam
   3. 3 RJ45, 2 ports PSE enabled
   4. Includes PoE injector

B. Terminal Unit: Siklu TU MHT200-CCC-PoE-MWB, or approved equal
   1. 3 RJ45, 2 ports PSE enabled
   2. Includes PoE injector

2.21 WIRE HANDLING DEVICES

A. Provide wire management devices for the following cable routing locations/situations
   1. Vertical rack routing
   2. Horizontal rack mounting
   3. D-rings for wire routing/management inside MPOE or IDF rooms from conduit stub locations to final cable destination
      a. D-rings to be spaced no more than 12” apart
      b. Cables running through D-rings and/or ladder rack shall be neatly combed, bundled and ty-wrapped to D-rings or ladder rack as appropriate.
   4. Provide type and QTY as necessary for complete and functional wire management system.

2.22 UNINTERRUPTABLE POWER SUPPLY AND 120 VAC POWER DISTRIBUTION

A. APC-SMC1000-2U Smart-UPS, or approved equal
   1. 1000VA, LCD
   2. 2RU
   3. 120VAC
B. APC-BR700G Back-UPS Pro Tower
   1. 700VA/420Watts
C. APC-BR700G APC Back-UPS Pro Tower
   1. 700VA/420Watts

2.23 COPPER JUMPER CABLES
A. Provide 3’ CAT6 copper 1 GB jumper cable(s) from the NVR to the Security Network Switch

2.24 NEMA ENCLOSURE
A. Altelix NP171406VFA1, or approved equal
   1. 17” x 14” x 6”
   2. Vented & Fan Cooled
   3. Polycarbonate + ABS
   4. NEMA Weatherproof
   5. 120VAC Power
   6. Aluminum Equipment Plate

PART 3 - EXECUTION

3.1 EXAMINATION
A. Verify site conditions are appropriate and satisfactory to accept the equipment and work identified in this section and in the project drawings. Do not begin installation until all unsatisfactory conditions have been corrected.
B. Verify that equipment is free from physical defects prior to installation.
C. Observe cable manufacturer’s color coding for individual conductors or pairs and apply consistent color coding for similar devices across all installed locations.
D. Verify all cable distances for compatibility with installed devices, including but not limited to:
   1. Cameras and media converter power and data communication requirements.
   2. Notify Owner in writing where measured cable run distances shall exceed manufacturer’s specifications or common standards for power and data.

3.2 COORDINATION AND PREPARATION
A. Coordinate all SOW tasks and milestones with the Owner for inclusion in the project schedule.
B. Provide documentation to and coordinate with the Owner for the timely installation of all required 120VAC power.
C. Coordinate locations of all new associated mechanical equipment with Owner prior to proposed system(s) installation.
3.3 INSTALLATION – CONTROL ROOM CONSOLE AND RACK

A. This will be a “live” 2 phase installation, as follows:
   1. The existing rack in the room needs to be moved against the wall to make room to work and remove the old console then bring the new console in.
      a. The space is very tight and small and trying to build around someone working will be challenging.
   2. Two 48” modules will be used to make getting the modules in the space easier.
      a. The 48” modules can be built outside the room and brought in through the door and set into place with minimum disruption.
      b. Power to the console will be brought in from the left wall (facing the console).
   3. Due to space constraints, the rear doors and the lower inside floor pans should be removed from the console. The console is set against the wall and the doors are not seen or needed. The doors can be bought at a later date as a part should they want to relocate the console. The Owner has many binders and other things that need to be stored in the room. This will allow them a space to put away those items but have them close at hand.
   4. The 6U turret in the center of the console between the two sections of monitors is for the radio equipment that they are incorporating and to give them a place to put their radio control unit.
   5. The new rack will replace the existing double rack and help make the room feel much larger. The new rack is to be set over the conduits coming up from underneath the floor.
   6. AC Power circuits and outlets are to be reused and extended through the use of heavy gauge extension cords during the transition period.

3.4 INSTALLATION – EXISTING IDF LOCATIONS

A. All field IDF locations have sufficient space and mounting accommodations for the new equipment, whether flush wall cabinets or surface plywood.
   1. Utilize existing flush mounted enclosures or surface/plywood wall mounting locations as appropriate at each field IDF location.
   2. Remove all existing Video to Fiber converters, unused power supplies, audio distribution devices, etc and turn over to the Owner.

B. New devices for IDF 2-6 (SOC) will mount in the new rack.

3.5 INSTALLATION – CAMERAS

A. All cameras listed as “Replace Existing” are existing analog cameras that are being replaced with new IP cameras. Existing conduit should be used for the new CAT6 cables required for
B. the new cameras. Existing coaxial and power cables are not to be reused, however they may be used to assist in installing the new CAT6 cables, etc.

1. Verify all final mounting locations and camera views with Owner prior to permanently affixing any camera/mount to its mounting surface.

2. Contractor should be prepared to relocate any new cameras to better sight-line locations as directed by Owner. Any movement within 50’ of the existing location is to be covered as part of the base bid pricing. Contractor will submit a change order for any camera to be moved more than 50” from the existing location.

C. All cameras listed as “New” are being added. Contractor will need to provide new conduit, boxes, hangers, attachment devices and the like to ensure the camera.

D. All cameras listed as “Existing to Remain” are shown for reference only and are NIC for this project.

E. Unless otherwise directed in writing, use the following settings for initial camera set-up, final set-up will be based on Owner preference:

1. H.264

2. 15 IPS, recording on motion only
   a. 5 seconds pre-alarm

F. Point and focus each camera to achieve the view shown on and/or described in the drawings.

G. Work with Owner to tune and optimize the available settings of each camera to achieve the best recording performance across day and night time conditions.

H. Review both day and night recorded video from each camera with Owner and make recommendations for settings adjustments to optimize video performance.

3.6 INSTALLATION – SPEAKERS

A. All IP speakers are new devices and are being installed at locations for existing or new cameras.

B. Provide new cables for all new IP speakers

C. Provide mounting brackets and other associated hardware to mount new speakers to surfaces adjacent to the associated camera whether wall or pole mounted.

3.7 INSTALLATION – CABLE

A. Security contractor will be required to install all security system cabling loose in the ceiling areas utilizing J-hooks and associated loose wire run methodologies.

B. Obtain specific approval from Owner for the location and appearance of any cable or raceway that is not hidden.

C. Coordinate with the Owner for the timely installation of all required conduit, junction boxes and pull strings.
D. Coordinate with the Owner to obtain information on conduit and junction box locations as required for the accurate completion of all project record and as-built documentation.

E. Comb wire groups. Route and support all wiring and cable to achieve the highest quality appearance in all areas, including the interior of all panels and racks.

F. Install a maximum of two wires to any single screw terminal.

G. Wiring Inspection
   1. Visually inspect wire and cable for faulty insulation prior to and during installation.
   2. After installation, visually inspect all wiring for flaws such as cuts, punctures and abrasions. If any flaws are found, replace the wire at no additional cost to Owner.

3.8 INSTALLATION - GENERAL

A. Comply with all manufacturers’ written installation instructions, unless more stringent requirements are indicated. Notify Owner of all conflicts between construction documents and written manufacturer’s requirements. Resolve all conflicts prior to installation.

B. If any technical problem or malfunction occurs, and if in Owner’s judgment adequate progress is not being demonstrated in resolving the problems, provide manufacturers’ factory technical representatives and diagnostic equipment at no additional cost to Owner until the problems are resolved to Owner’s satisfaction.

C. Aesthetics are an important consideration in this installation. Install all components to provide aesthetically pleasing results. Coordinate the actual locations of all visible components in advance with Architect and Owner.

D. Perform all installation in a professional and workmanlike manner.

E. Consistency of installation:
   1. Install all equipment and parts of the same type in a consistent manner throughout the entire project. Include in the consistency of installation, at a minimum, the following:
      a. Wire type and brand
      b. Wire color coding
      c. Wire tagging
      d. Terminal board connection order
      e. Physical layout in security junction boxes and equipment enclosures

F. Provide Velcro wire dressing materials for wiring inside all panels, enclosures and racks.

G. Install all equipment and parts plumb and true at locations shown on the drawings.

H. Install all equipment so that outlet boxes and back boxes are fully concealed.

I. Install all accessible components with tamper resistant security fasteners.
1. Provide and install tamper resistant security fasteners on all exposed and accessible pull boxes and junction boxes.

2. Provide a minimum of 2 compatible tools to Owner prior to final acceptance for use with tamper resistant fasteners.

J. Before commencing installation of any powered component, confirm that the necessary electrical power and grounding provisions are available to meet the manufacturer’s stated requirements.

K. Cutting, Sealing, Patching, and Painting
   1. Do not drill, bore or notch any structural member in any manner that impairs its structural value.
      a. If cutting holes in structural members is required, only use core drills and only with the specific approval of Owner for each instance.
      b. Any required core drilling shall include Link-Seal protection.
   2. Contractor is responsible for all outdoor device painting to match building color.

3.9 ADJUSTING
   A. Adjust all equipment and components after installation for proper and smooth operation.
   B. Complete all required adjustments prior to commencing cleaning, training or testing.

3.10 CLEANING
   A. On a daily basis, clean up all debris from work performed and deposit in the appropriate containers.
      1. Stack and organize all parts, tools and equipment when not being used.
   B. Protect, and where necessary, cover all installed devices to protect from dust and debris during construction/installation.
   C. At the conclusion of the installation work in all areas (including all enclosures), vacuum and clean to remove all debris, grease and smudges.
   D. Repair damaged

3.11 TRAINING
   A. Training requirements: refer to specific system sections.
   B. Where specific system sections do not mention training session numbers and length, provide a minimum of 8 hours of total user training combined for all major systems, including Video Management and Video Cameras.
3.12 TESTING
A. Test and verify the fully functional and operational status of each field device prior to Owner’s final acceptance testing.
B. Verify compliance with each functional and technical requirement at each location as defined in the drawings and the specifications.
C. Document test results using approved testing reports.
D. All completed testing reports will be signed and dated by Contractor’s installation technician and project manager prior to delivery to Owner for use in performing the final acceptance test.
E. Successful testing of all devices and equipment is required. Failure to complete and document the tests will delay Owner’s final testing and acceptance.
F. Attend and assist with Owner verification testing.
G. All test failures or instances of non-compliance with the drawings, approved submittals, this section, and referenced related sections will be added to an Owner-generated punch list as items to be repaired or remedied. Excessive punch list items will result in the rescheduling of Owner’s final acceptance test.
   1. Contractor shall remedy or repair all punch list items within 10 business days of punch list generation.
   2. Exception: punch list items that cannot be remedied due to Owner or Owner caused delays will be remedied 5 business days following notification

3.13 CLOSE OUT
A. Owner will provide final acceptance of the work contingent on the successful completion of all punch list items.
B. The following conditions must be met in order for any portion of the work to be considered by Owner for final acceptance:
   1. Each piece of electronic equipment must be properly grounded prior to applying power.
   2. All wire shields must be insulated with clear vinyl tubing and grounded to the appropriate earth ground at the head or controller end only, not at the remote or device end.
   3. Disconnect, remove and dispose off-site of all temporary equipment and utilities.
   4. Label and identify all systems, equipment and devices.
   5. Labeling for all wiring must match as-built documentation.
   6. Have all systems, equipment and devices in full and proper adjustment and operation.
   7. Have all equipment and materials in neat, clean and unmarred condition with parts securely attached.
8. Replace or properly repair all broken work, including glass, raised flooring and supports, ceiling tiles and supports, walls, doors, etc. Clean up and appropriately discard all debris.

9. Deliver and store all extra materials at the premises as directed.

C. Once all conditions for final acceptance defined above have been satisfied, perform the following in preparation for Owner’s final acceptance test:
   1. Complete and submit all required testing reports.
   2. Submit final redlined project record documentation to Owner for comment and approval.
   3. Notify Owner in writing of any work in the building that will not be completed at the time of Owner’s final acceptance test.
      a. Deliver this notification no less than one business day prior to the scheduled test time and date.

D. After Owner approves test reports and project record drawings, test the completed security systems in the presence of Owner. Demonstrate performance and compliance with specifications, drawings and details. This demonstration will serve as Owner’s final acceptance test.
   1. Assume Owner will test and verify proper operation of all devices.
   2. Owner will use the testing reports to assist in final acceptance testing. Owner will initial or mark individual test report records at Owner’s convenience only.

E. After completion of Owner’s final acceptance test, incorporate all Owner requested changes and corrections to the project record drawings, and transfer all data information to a final set of as-built documents.

F. Complete the Owner generated punch list following the final acceptance test. Notify Owner when all punch list items have been completed. Demonstrate completion of all punch list items in the presence of Owner.
   1. Owner will sign and date each testing report to acknowledge proper operation of each device listed.

G. Letter of Completion.
   1. After the system acceptance requirements described above for each portion of the work have been satisfactorily completed, Owner will, within 3 business days, issue a letter of completion to Contractor, acknowledging punch list completion and receipt of as-built documents.
   2. The invoice for final payment may be submitted following Owner’s acknowledgement of punch list completion and receipt of final as-built documents.
H. Warranty Letter.

Issue a warranty letter to Owner within 3 business days of receipt of the letter of completion. The date of the warranty letter shall be the start of the warranty period.

END OF SECTION 28 23 00
ABBREVIATIONS

ACE: ACCESS CONTROL SYSTEM
AFC: ABOVE FINISHED CEILING
AFF: ABOVE FINISHED FLOOR
AFG: ABOVE FINISHED GRADE
AR: AS REQUIRED
BFC: BELOW FINISHED CEILING
CB: CENTRAL BLOCK
DWG: DRAWING
EX: EXISTING
EC: ELECTRICAL CONTRACTOR
EMT: ELECTRIC METALLIC TUBE
GC: GENERAL CONTRACTOR
J BOX: JUNCTION BOX
MIN: MINIMUM
IN: NEW
NA: NOT APPLICABLE
NC: NOT IN CONTRACT
NTS: NOT TO SCALE
PIR: PASSIVE INFRARED
PP: POINT TO POINT
PMP: POINT TO MULTIPORT
POE: POWER OVER ETHERNET
POTS: Plain Old Telephone Service
PTZ: PAN- TILT- ZOOM
TID: TO BE DETERMINED
TI: TENANT IMPROVEMENT
TOS: TOP OF GLA
UNL: UNLESS OTHERWISE NOTED
VMS: VIDEO MANAGEMENT SYSTEM

PROJECT DESCRIPTION

SECURITY SYSTEM MODERNIZATION AND UPGRADES INCLUDING:
- REPLACE EXISTING ANALOG CAMERAS WITH NEW IP CAMERAS
- ADD NEW IP CAMERAS AT LOCATIONS SHOWN
- ADD NEW IP BASED SPEAKERS AT LOCATIONS SHOWN
- UPGRADE EXISTING CONTROL ROOM EQUIPMENT, CONSOLE AND RACKS

SHEET INDEX

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ES-0.1 SITE PLAN
ES-1.1 CAMERA SCHEDULE
ES-2.1 CB2 ESPALMAD: GROUND LEVEL
ES-2.2 CB2 ESPALMAD: TERRACE LEVEL
ES-3.3 CB2 EAST GARDEN
ES-4.4 CB2 HOWARD STREET
ES-5.3 CB3 OVERVIEW
ES-3.1 ONE LINE DIAGRAM
ES-5.1 SOC DETAILS
ES-5.2 SOC DETAILS

1 VICINITY MAP
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<th>Camera ID</th>
<th>Camera Label</th>
<th>Camera Type</th>
<th>Camera Description</th>
<th>IR Ring</th>
<th>IP Over TW Pair Adapter</th>
<th>Central Block #</th>
<th>IDF#</th>
<th>Site Drawing(s)</th>
<th>Installation Type</th>
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<th>Audio</th>
<th>ASSOCIATED SPEAKER #</th>
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<td>Pillar at Top of Stairwell Next to B salon Restaurant</td>
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</table>

**SCHEDULE NOTES**

1. Replace existing Coaxial cable with new CAT6 cable for new IP camera
2. Reuse existing IDF enclosures/wall mounted equipment locations to install and mount new devices
3. Reuse existing 120 VAC circuits/oulets at all IDF locations
4. Inside Elevator Cab, not shown on plans
5. Interior camera, not shown on plans
6. Install new CAT6 cable for new IP speaker
7. Replace existing Point Point wireless Ethernet link Base unit with new Multi-Haul Point-Multipoint base unit
8. Replace existing Point Point Terminal unit with new Multi-Haul Point-Multipoint Terminal Unit with multiple PoE ports
9. Provide NEMA enclosure on existing light pole to house required PoE injectors
10. Connect new IP Speaker to available port on new wireless Point-Multipoint terminal unit
11. Existing wireless Point-Point link to remain, do not disturb or realign existing antennas
12. Provide IP-PoE over Twisted Pair converter for elevator camera upgrade
13. Install new cables to IDF locations as indicated on plans
14. Provide new conduit, boxes, etc to facilitate new cameras
15. Provide new PoE Power Injector