

SECTION 00 73 20**EXISTING UTILITY FACILITIES**

(Effective December 18, 2018)

1.1 SUMMARY

- A. This Section includes special requirements for existing utilities and underground facilities owned or controlled by any person or entity, private or governmental, referred to herein as "Utility Operators," which may be encountered by Contractor performing the Work.
- B. Utility facilities in public streets that are within the jurisdiction of the Department of Public Works shall be governed by the applicable provisions of the San Francisco Public Works Code, Sections 906, 907, 908, 909, and 910. The Utility Crossings Specifications is based on agreements with non-governmental agencies for removal, support and relocation of privately-owned utility facilities.

1.2 EXISTING UTILITIES INDICATED

- A. The Contract Documents may identify or include utility occupancy drawings or utility reference drawings, hereinafter called "reference drawings," showing the approximate locations and other details, of pipes, conduits, structures and other utility facilities which are based on information and data furnished the City by the Utility Operators.
 - 1. Reference drawings do not form part of the Contract Documents. It is understood that the City makes no representation as to the completeness or accuracy of said reference drawings or other information available to Contractor and assumes no responsibility therefor.
- B. With respect to existing utility facilities, the Contractor shall assume the cost and responsibility for the following:
 - 1. Reviewing and checking all such reference drawings or information.
 - 2. Locating all underground facilities indicated in the reference drawings or other information available to Contractor.
 - 3. Coordinating the Work with the Utility Operators and construct the Work to clear existing utility facilities.
 - 4. The safety and protection of all such utility facilities as provided in Article 12 of the General Conditions (Section 00 72 00) and repairing damage thereto which may result from the Work.
 - 5. Removing, adjusting, and relocating existing utility facilities located in, over or around the location of the Work as necessary to allow the prosecution of the Work, when such work to the existing utility facilities is indicated in the Contract Documents.

1.3 EXISTING UTILITIES NOT INDICATED

- A. Consistent with the provisions of section 4215 of the California Government Code, the City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utilities located on the site of the Work, if such utilities are not identified in the Contract Documents, reference drawings or other information available to Contractor.

- B. Contractor shall notify promptly the City and the Utility Operators in writing, and before further disturbing conditions affected thereby, of such unforeseen or differing utilities it discovers while performing the Work.
- C. Contractor shall negotiate with the Utility Operator, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- D. For Work which physically conflicts with existing non-City owned utilities that were not indicated in the Contract Documents, the Contractor shall seek reimbursement for additional cost incurred from the non-City Utility Operator.
- E. For Work which physically conflicts with existing City owned utilities that were not indicated in the Contract Documents, the Contractor will be compensated per Subsection 1.4
- F. Contractor will be granted a non-compensable time extension and shall not be assessed liquidated damages for delay in completion of the Work if the delay was caused by such existing main or trunk line utilities in direct conflict with the Work and not indicated in the Contract Documents, reference drawings or other information available to Contractor.
- G. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the extra work could have been avoided by:
 - 1. reasonable examination, investigation, exploration, test or study of the site and contiguous areas as required by the Contractor to locate all underground utility facilities and coordinate such existing utilities with the work prior to commencing the Work; or
 - 2. reasonable inference from the presence of other visible facilities, such as buildings, meter, utility castings, junction boxes, vaults, and etc., to locate all underground utility facilities and coordinate such existing utilities with the Work prior to commencing the Work.

1.4 GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. Contractor shall satisfactorily support, work around, and protect, as approved by the City, all facilities, whether shown on the Drawings or not, which exist within any excavation and which are owned or controlled, and maintained, by a City department or other authority in the exercise of a governmental function, including, but not limited to, traffic control, lighting, police communication and fire alarm systems, and all conduits, wiring and related appurtenances for such systems; sewers and sewer structures; Water Enterprise facilities; pipes and facilities of the Auxiliary Water Supply System for Fire Protection; the Municipal Railway and Hetch Hetchy Water and Power overhead lines and power feeder systems serving the Municipal Railway; and other Hetch Hetchy Water and Power facilities.
 - 1. Municipal Railway facilities, Hetch Hetchy Water and Power facilities serving the Municipal Railway, and other Hetch Hetchy Water and Power facilities, if encountered, shall be supported in a manner satisfactory to the City.
 - 2. Auxiliary Water Supply for Fire Protection facilities, if encountered, shall be supported by a minimum of one cable with turnbuckle, a strongback, and a beam spanning the trench; however, where a joint falls within the trench area, a cable with turnbuckle shall be placed on each side of the joint. All such support work shall be subject to the approval of the City before commencement thereof. After supports are removed and the pipe is sufficiently supported by partial backfill, but with the joints exposed, the pipe shall be subjected to a hydrostatic field test of 350 psi pressure in accordance with section 908.22 of the DPW Standard Specifications (refer to Division 1 for reference standards) before

final backfill is placed. If a joint is visibly wet, Contractor shall repair the joint in accordance with section 910 of the DPW Standard Specifications.

3. If vitrified clay pipe side sewers or culverts are encountered, Contractor may elect, in lieu of supporting such side sewers and culverts, to cut and restore those portions of the side sewers and culverts which obstruct the prosecution of the Work, provided that it complies with the provision of section 301 of the DPW Standard Specifications regarding the handling and disposal of seepage, storm water and sewage.
 4. Water Enterprise facilities, if encountered, shall be supported as follows:
 - a. Push-on joint pipes: Pipes shall be supported by a minimum of one cable with turnbuckle, a pipe clamp and a beam spanning the trench; however, where a joint falls within a trench area, a cable with turnbuckle and pipe clamp shall be placed on each side of the joint.
 - b. Copper tubing and plastic pipes (service pipes 2 inches or smaller in diameter): If the trench is less than 8-foot wide, no support is required. For trenches wider than 8 feet, one support is required for every additional 8 feet or part thereof.
 - c. Steel welded pipes: Pipes shall be supported in a manner satisfactory to the General Manager of the Public Utilities Commission of the City and County of San Francisco.
 - d. Contractor shall submit support designs for approval and start work only with approved support designs.
 5. The adjustment of manhole castings and other castings of governmental facilities, and the paving adjacent thereto, shall be done in accordance with the requirements of section 217 of the DPW Standard Specifications.
- B. Supporting, working around, and protecting existing governmental facilities indicated in the Contract Documents, reference drawings or other information available to Contractor shall be considered incidental work and no direct or additional payment will be made therefor.
- C. Governmental facilities not shown on the Contract Documents, reference drawings or other information available to Contractor that require removal, adjustment or relocation to avoid direct physical conflict with the facilities to be constructed under the Contract shall:
1. be removed or adjusted by Contractor in accordance with the provisions of the Contract Documents; or
 2. in the absence of such provisions, be removed or adjusted by Contractor on a force account basis as set forth in Paragraph 6.07 of General Conditions (Section 00 72 00); or
 3. be removed or adjusted by other suitable procedure at the City's expense.

1.5 NON-GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. The procedure to be followed with respect to non-governmental utility facilities owned or controlled by any person, company, firm or corporation, in the exercise of a proprietary function is covered by sections 906, 907, 908, 909, and 910 of the San Francisco Public Works Code (part II, chapter X, of the Municipal Code).
- B. The method of application of the provisions of these Public Works Code sections is described in the following subparagraphs:
1. If the cost of removing or adjusting a utility facility, (a) materially exceeds the cost of so modifying the Work that it can be done satisfactorily without the removal or adjustment of the facility, or (b) materially exceeds the increase in the cost of Contractor's operations that would be occasioned to it by the uninterrupted presence of the facility if it were not removed or adjusted, then, in either case, the City will, if requested by the Utility Operator, waive the requirement that the facility be removed or adjusted and allow it to

remain in place, provided that (1) the Utility Operator obtains the consent of Contractor to such waiver in return for such compensation, if any, by the Utility Operator as may be just and equitable and no expense is occasioned either directly or indirectly to the City by such waiver, (2) the City determines that it is economically and technically feasible to change the Project design without affecting its performance, and (3) the Utility Operator agrees to compensate the City for the expense, if any, of revising the Drawings and Specifications as necessary to accomplish the appropriate modification of the Work. Should a Utility Operator, in satisfying the requirements of the immediately preceding subparagraph, notify Contractor of its intention to leave the facility in place, Contractor shall, within 10 days, furnish to the Utility Operator a quotation covering the entire cost of supporting, working around or protecting, as necessary, such facility. In the event a Utility Operator and Contractor cannot agree upon the amount of the compensation, if any, to be paid by the Utility Operator to Contractor, then the Director of the San Francisco Public Works, with or without the consent of Contractor, will, if he or she determines that it would be uneconomical and contrary to the public interest to remove or adjust the utility facility, and if the Utility Operator promises in writing to pay to the City the amount of the expense incurred by the City under the Change Order next hereinafter mentioned, waive the requirement that the facility be removed or adjusted and will issue an appropriate Change Order to Contractor in accordance with the provisions of Article 6 of the General Conditions (Section 00 72 00) to modify the Work or to modify its operations, as the case may be, as necessary to accommodate the continued presence of the facility.

2. In lieu of the procedures set forth in subparagraph 1.5B.1, agreements have been executed between various utility companies and agencies, and the City, enabling such companies and agencies to have included in City contracts the work of supporting, working around, and protecting their facilities. Such work will be paid for by the various utility companies and agencies directly to Contractor in conformance with the provisions of the Utility Crossing Specifications (Section 00 73 21). Requirements for performance of this work are also contained in the Utility Crossing Specifications.
- C. Pursuant to the provisions of subparagraphs 1.5B.1 and 1.5B.2, Bidders shall not include in their Bids expense on account of the presence, or possible presence, of non-governmental utility facilities, except only that which might be included for forming around manhole frames and other castings with boxes as specified in section 217 of the DPW Standard Specifications.
- D. If during the course of the Work an unexpected interference by a non-governmental utility facility is discovered, Contractor shall immediately notify the Utility Operator of the interfering facility so that the required procedure outlined in subparagraph 1.5B.1 or 1.5B.2, as applicable, may be followed in a manner to cause no delay in the Work.

1.6 ABANDONED UTILITY FACILITIES

- A. These provisions do not apply to abandoned utility facilities. Any increase in the cost of Contractor's operations occasioned by the presence and/or removal of abandoned facilities shall be at the sole expense of Contractor and no additional payment will be made by the former Utility Operators or by the City, except that removal of abandoned utility facilities, not shown on the Drawings or specified to be removed, shall be removed by Contractor on a force account basis as provided in Paragraph 6.07 of the General Conditions (Section 00 72 00).

1.7 USE OF PAVEMENT BREAKER ADJACENT TO UTILITY FACILITIES LIMITED

- A. In accordance with the requirements of section 373 of the Public Works Code, Contractor may use pavement breakers or other labor-saving devices; however, the use of any machine or device that breaks pavement by blows struck by a falling or driven hammer or weight is prohibited within a horizontal distance of 6 feet from any gas, sewer, water or Auxiliary Water Supply System pipe, communications duct or any other utility facility.
 - 1. Such prohibition, however, shall not be construed as barring the use of hand tools or manually operated air tools such as jackhammers.

END OF SECTION