

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.01 SUMMARY

- A. This Section includes supplements that amend, delete, or modify provisions of Section 00 72 00, the General Conditions of the City and County of San Francisco, as required for the Work of this Contract.
- B. All provisions that are not so modified shall remain in full force and effect.

1.02 ARTICLE 1

- A. Add the following new definition as a new subparagraph 1.01A.99:

“**99. Conditional Bid Item:** A Bid Item that involves significant uncertainties related to the item’s eventual inclusion in, or deletion from, the work to be performed, and to the actual or eventual quantities of labor and/or materials required for that Bid Item. Conditional Bid Item(s) cannot be used to fulfill the Contract’s LBE subcontractor participation requirements, and the unit price adjustment guidelines of subparagraphs 6.08B and 6.08C are not applicable.”

1.03 ARTICLE 2

- A. Amend Paragraph 2.02 with the following a new subparagraph:

“F. City will furnish two Specifications, two reduced-size sets of Drawings (e.g. on 11”x17” paper), and two sets of full-size Drawings at no cost. Contractor shall pay the reproduction costs of any additional sets required.”

1.04 ARTICLE 3

- A. Amend subparagraph 3.07B with the following new subparagraph(s):

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

"3.23 DESIGN PROFESSIONAL SERVICES

A. In the event that the Contract Documents require that a certain Item be designed by Contractor, Contractor shall, consistent with applicable licensing laws, retain the services of such Design Professional(s) who shall be licensed in the State of California and shall have the necessary expertise and experience required to prepare such design documents to permit Contractor to complete such Item in accordance with the requirements of the Contract Documents. Nothing in the Contract Documents is intended to create a legal or contractual relationship between the City and any Design Professional.

- B. Such Design Professional(s) shall be vested with the authority to act on behalf of Contractor in all matters relating to design or supervision of construction of that Item of which he or she is responsible. Contractor's Design Professional(s) may be replaced only with the approval of the City.
- C. Contractor shall require its Design Professional(s) to be responsible without limitation for the following:
 - 1. Consult with authorized employees, agents, and representatives of the City relative to the City's requirements for the design and construction of the Project.
 - 2. Review the Contract Documents and existing Available Project Information and studies of the proposed Site and other data furnished to the Design Professional and advise the City whether such data is sufficient for purposes of design, and whether additional data is necessary before the Design Professional can proceed.
 - 3. Provide additional surveys and information related to the Site, which the Design Professional deems necessary for the performance of the Work.
 - 4. Provide design-related services for preparing construction documents necessary for Contractor to construct and interface the Item in complete conformance with the intent and performance requirements of the Contract Documents.
 - a. Construction documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents prior to Contractor initiating permit or construction activities based on such construction documents.
 - b. The City's approval or acceptance of construction document submitted by Contractor shall not be interpreted as a release of Contractor from its responsibilities to coordinate the various portions of the design and to provide accurate and complete design documents to fulfill the intent and requirements of the Contract Documents.
 - 5. Provide to the City design data, technical criteria, and assistance necessary for supporting, protecting, and incorporating into the Project the Item designed by the Design Professional.
 - 6. Comply with requirements of codes, regulations, and written interpretation thereof, existing at the time permit application(s) are made with the local authorities having jurisdiction over the Project.
 - 7. Provide Design Professional's professional liability policies and coverages as required in Section 00 73 16.
 - 8. Provide assistance in connection with the start-up, testing, refining, and adjusting of equipment or system designed by the Design Professional for incorporation into the Project.
 - 9. Assist the City in training staff and developing systems and procedures for operation and maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.

- D. Contractor shall be wholly responsible for all engineering and design of such Item regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Contractor or its Design Professional.
- E. Contractor agrees to release the City, its agents, members, employees, and authorized representatives from liability or losses directly or indirectly arising out of, connected with, or resulting from such Items engineered or designed by Contractor or its Design Professional or furnished and installed by Contractor and shall bear the costs of corrective and replacement work necessary to complete the Items in accordance with the requirements of the Contract Documents."

1.05 ARTICLE 8

- A. Amend subparagraph 8.03B to read as follows:
 - "B. The term "Guarantee to Repair Period" means a period of three (3) years unless a longer period of time is prescribed by applicable laws and regulations, commencing as follows:"

END OF SECTION