

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. This Document 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.

1.2 ARTICLE 1

A. Amend Subparagraph 1.04A with the following new sub-subparagraph:

- "1. Change Orders shall be executed and Unilateral Change Orders shall be issued using the DPW Online Signature Access System (the "OSAS"). Contractor shall provide to DPW a completed Request for User ID & Access form for each principal or employee authorized by Contractor to execute Change Orders (each such person is referred to as an "Individual Certificate Holder"). Each Individual Certificate Holder shall (1) complete training on the electronic OSAS approval system (training to be provided by the City at no expense to contractors and consultants), and (2) execute a DPW "Online System Security Agreement" form on behalf of its company and submit the form to DPW. Contractor is responsible for submitting a completed Request for User ID & Access form to change the access or remove authorization of an Individual Certificate Holder."

1.3 ARTICLE 2

A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:

- "C. Contractor will be furnished 2 half-size sets of Drawings, 2 Project Manuals, and one set of full-size Drawings at no cost. Contractor shall pay the reproduction costs of any additional sets required. Contractor will be furnished one set of Documents required for subsequent modifications, Change Orders, and Proposed Change Orders."

1.4 ARTICLE 3

A. Amend Subparagraph 3.06B with the following new sub-subparagraphs:

- "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to, the following:
 - a. Excavation, street space, side sewer, night noise, and street improvement permits from the San Francisco Public Works, Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, telephone 628-271-2000. Refer to Section 00 73 27 - Specific Project Requirements for excavation code requirements.
 - b. Special traffic permits from the Department of Parking and Traffic, Engineering Division, 1 So. Van Ness Avenue, 7th Floor, San Francisco, telephone (415) 701-4500.
 - c. Construction Site Runoff Control Permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, Collection System Division, 3801 3rd Street,

- Suite 600, San Francisco, telephone (415) 695-7321 or (415) 695-7339, or San Francisco Permit Center, 49 S. Van Ness Avenue, Suite 200, San Francisco.
- d. Combustible or flammable liquids permit from the San Francisco Fire Department.
 - e. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division.
4. The City has obtained the permit(s) or agreement(s) for the Project named in Section 00 73 01. The requirements, conditions and restrictions set forth in said permit(s) or agreement(s) that apply to construction of the Project are hereby incorporated as Contract Documents. Copies of said permit(s) or agreement(s) are appended to these Supplementary Conditions as Section 00 73 01. Contractor shall comply with all such requirements, conditions and restrictions and shall be responsible for all costs, penalties and delays resulting from Contractor's failure to comply with such requirements, conditions or restrictions."

B. Add the following new article:

"3.22 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 Reference Documents 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."

C. Add the following new article:**"3.23 COMPUTERIZED JOB COST REPORTING SYSTEM**

- A. Contractor and its major subcontractors with contracts over \$1,500,000 shall maintain computerized monthly job cost reporting systems which shall be adequate to meet the documentation and reporting requirements of the City. Such job cost reporting systems shall comply with acceptable cost accounting practices and principles and shall conform to acceptable standards, procedures and guidelines used in the construction industry for projects similar to the Work.
- B. Such job cost reporting system's format and configuration shall follow the general format which is consistent with Contractor's original unaltered Contract Bid estimate of the costs. Original Project budgets for each division of the cost code accounts shall be traceable to the estimate in the event of an audit.
- C. The City's minimum requirements as as follows:
 - 1. The system capability shall provide a status of the cost for the Project on a monthly and cumulative basis.
 - 2. The system shall provide a comparison analysis of the original budgeted costs, actual costs, remaining cost to complete and projected cost to complete, including variances, if any.
 - 3. Adjustments to the original budgets shall be identified and traced separately including adjustments for changes in the Work (e.g., potential change orders, change orders, disputes and claims).
- D. The City's minimum requirements as as follows:
In addition to the City's other rights under the Contract Documents, the City shall have the right to review Contractor's computerized job cost reports upon notice to Contractor. Failure to maintain computerized monthly job cost reports in accordance herewith shall constitute a waiver by Contractor of its rights to seek additional compensation for delay, disruption, or loss of productivity, to make any claim based on the total cost claims method, or to seek an other compensation where the claim could have been verified by monthly job cost reports."

1.5 ARTICLE 6**A. Add to paragraph 6.07C the following new subparagraphs:**

- "1. Contractor shall use the San Francisco Public Work Daily Force Account Report (FAR) form to track quantities of additional work for which the City has issued a written determination that the work qualifies as additional work. The Resident Engineer will provide FAR tags for such additional work on an as-needed basis.
- 2. Contractor shall use the San Francisco Public Work Disputed Work Report (DWR) form to track quantities of work that Contractor claims qualifies as additional work but for the City has not issued a determination that the claimed work qualifies as additional work or where the City disputes that the claimed work qualifies as additional work."

1.6 ARTICLE 7**A. Amend subparagraph 7.01.G as follows (revisions in *italics*):**

- "G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit *an operational plan and recovery schedule as set forth in Section 01 32 16-1.16* to the City to demonstrate the manner in which the desired rate of progress will be regained."

1.7 ARTICLE 9**A. Add the following new subparagraphs to 9.06A:**

- "10. The City determines that the Work will not be completed within the Contract Time, and the Contractor fails to submit the following within seven (7) days of City request:
- i. An acceptable Revised Schedule, as specified in Section 01 32 16-1.10 and/or
 - ii. An acceptable Recovery Schedule, as specified in Section 01 32 16-1.16.
11. Contractor has not submitted a compliant and acceptable cost-and-resource-loaded Base Line Construction Schedule for the Work."

END OF SECTION