

Mark Farrell Mayor

Mohammed Nuru Director

Bruce Robertson Finance Manager

General Administration/Finance 1155 Market St., 4th floor San Francisco, CA 94103 tel 415-554-5418

sfpublicworks.org facebook.com/sfpublicworks twitter.com/sfpublicworks May 15, 2018

The Honorable Board of Supervisors City and County of San Francisco City Hall, Rm. 244

Attention: Ms. Angela Calvillo, Clerk of the Board

Subject: Navigation Center at Division Circle Declaration of Emergency

Dear Members of the Board,

An Emergency exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Per requirement of File NO. 171256, San Francisco Public Works' executed contract No. 1000009295 is attached for your reference. Public Works has retained the services of G&G Builders, Inc. The cost of the contract is \$3,919,126.55.

Sincerely,

Mohammed Nuru

Director of Public Works

Enclosures: Board Resolution NO.444-17, File NO. 171256

Public Works Order entitled, Emergency Declared and

**Executed Contract** 

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### **SECTION 00 52 00**

### AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 8th day of March, 2018 by and between G & Builders, Inc. located at 4542 Contractors Place, Livermore, CA 94551 ("DESIGN-BUILDER"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

WHEREAS, the DIRECTOR awarded this AGREEMENT to the DESIGN-BUILDER under three (3) EMERGENCY DECLARATIONS:

DPW ORDER NO. 186,871, approved December 29, 2017 DPW ORDER NO. 186,998, approved January 22, 2018 DPW ORDER NO. 187,132, approved February 9, 2018

as more fully appears in the formal record of the DIRECTOR:

## <u>Division Circle Navigation Center</u> (San Francisco Public Works Contract No. 1000009295)

NOW, THEREFORE, DESIGN-BUILDER, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to design and construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all design and construction work, labor, materials, equipment, and resources to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of DESIGN-BUILDER 's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

DESIGN-BUILDER's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

### **ARTICLE 1 – THE WORK**

### 1.01 The Project.

An Emergency is declared to exist under the provisions of Section 6.60 of the San Francisco Administrative Code, for G & G to Provide:

The San Francisco Department of Homelessness and Supportive Housing (HSH), is responsible for the property located at 13th Street & South Van Ness Avenue (also known as Division Circle). The property is owned by Caltrans and leased to The City of San Francisco. It is the intention to construct a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to design and provide bridging documents for a 125 Bed facility that contains a Tensile Structure (60'x135'), a Dining/Pantry Tensile Structure (60'x75'), and Modular Restrooms/Showers. Full design and construction documents will be provided for all exterior and landscape amenities. This project anticipates programming through construction administration.

- Refer to Attachment A: Project Manual for a full description of DESIGN-BUILDER's scope of services and Work for this Project.
- 1.02 Contract Documents. The DESIGN-BUILDER shall provide all Work in conformance with the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference as if set forth here in full, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between the DESIGN-BUILDER and the CITY concerning the provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT will be given the definition set forth in the General Conditions (Section 00 72 00)
- DESIGN-BUILDER's General Responsibilities. DESIGN-BUILDER shall be thoroughly familiar and understand the requirements of the Project scope and shall be experienced in the design, administration and construction of building projects of the type, size, complexity, and scope contemplated for this Project. The DESIGN-BUILDER will provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, design, procurement, preconstruction work, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals. DESIGN-BUILDER acknowledges and agrees that coordination and execution of any utility relocation, utility upgrade and improvements, and hazardous materials handling and disposal for the Project are part of the services under this Contract.
- 1.04 <u>Personnel.</u> DESIGN-BUILDER's team members shall at all times have the requisite expertise and experience to provide the Design and Construction Services as required by the Contract Documents. See General Conditions (Section 00 72 00), Article 3.
- 1.05 Compliance with Laws. DESIGN-BUILDER shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
  - A. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, Department of Homeland Security (DHS), the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by DESIGN-BUILDER and any and all persons, firms and corporations employed by or under it.
  - B. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
  - C. No additional costs will be paid or extensions of time granted as a result of such compliance.

### **ARTICLE 2 - DESIGN SERVICES**

2.01 During the Design Phases, DESIGN-BUILDER will work closely with the Project Team and participate in the CITY's design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that

- will provide the highest quality, energy conserving and efficient facility within the budget and schedule for the Project.
- 2.02 Scope of Work. See Section 01 11 00: Summary of Work for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

### **ARTICLE 3 - CONSTRUCTION SERVICES**

3.01 <u>General Conditions.</u> DESIGN-BUILDER may concurrently perform Design and Construction Services. DESIGN-BUILDER and all Subcontractors contracted for the construction of the Project will provide all construction services from mobilization through project completion necessary to construct the Project in accordance with the Contract Documents and to render the Project and all of its components operational and functionally and legally usable. The DESIGN-BUILDER will furnish construction administration and management services and will perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents (Section 00 72 00).

At a minimum, the DESIGN-BUILDER will perform construction services congruent with those of a general contractor who submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction design value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. Refer to Construction Process Requirements and Section 01 11 00: Summary of Work.

- 3.03 <u>Working Requirements</u>. The DESIGN-BUILDER and Trade Subcontractors must have the ability to prepare documents using the following software applications during all phases of the Work.
  - 1. Computer Aided Drafting Program, ACAD V. 11 or later
  - 2. Word documents on Microsoft Word 2013 or higher.
  - 3. Spreadsheets on Microsoft Excel 2013 or higher.
  - 4. Database information on Microsoft Access 2013 or higher.
  - Schedules on Microsoft project.

Project team communication methods may include the following features, either individually, or as part of a dedicated electronic suite of services:

- The DESIGN-BUILDER shall propose for the CITY's consideration a web-based collaboration tool to connect the Project team, CITY staff members, and other participants to provide access to project documents, and to facilitate project development tasks. The DESIGN-BUILDER will provide licenses and training in the use of the collaboration tool for the project. As a minimum, the collaboration tool will be used to document the following program elements:
  - Project Contact List
  - Drawings
  - Meetings
  - Information Bulletins
  - Correspondence
  - Submittals
  - RFIs
  - Daily Reports
  - Punch Lists
  - Contract Change Orders

- Payment Applications
- 3.04 <u>Permit Documents</u>. For permit procurement responsibilities see Paragraph 3.08 of the General Conditions (Section 00 72 00) and including but not limited to Sections 00 73 00 and Section 00 73 01.

### **ARTICLE 4 - CONTRACT TIME**

- 4.01 <u>Contract Duration</u>. The Contract was awarded and the CITY issued the Notice to Proceed on December 29, 2017. The total contract duration, including Design, Construction, Commissioning, through Substantial Completion, is 153 CONSECUTIVE CALENDAR DAYS for a Substantial Completion date of May 30, 2018 followed by 15 consecutive calendar days to Final Completion for a Final Completion date of June 15, 2018.
- 4.03 <u>Liquidated Damages</u>. The CITY and the DESIGN-BUILDER understand and agree that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial and other, intangible but significant losses if the Work is not completed within the above-stated Contract Time, as may be extended in accordance with Article 7 of the General Conditions (Section 00 72 00) The CITY and the DESIGN-BUILDER further understand and agree that the actual cost to the CITY which would result from DESIGN-BUILDER's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, the CITY and the DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty), the DESIGN-BUILDER will pay the CITY as set forth in the following tables:

### LIQUIDATED DAMAGES

Delay Period	Liquidated Damages Amount
If the Work is not Substantially Complete after the time limit for achieving Substantial Completion specified in Article 4:	\$1,500 per calendar day
If the Work is not Finally Complete after the time limit for achieving Final Completion specified in Article 4:	\$500 per calendar day

### **ARTICLE 5 - CONTRACT SUM**

5.01 Contract Sum. DESIGN-BUILDER and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the amount of not-to-exceed amount of \$3,919,126.55. The amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

The Contract Sum is comprised of the following: (A) the Design Services Fee, (B) the Construction Services costs; and (D) Allowances.

The Certified Contract Sum is the amount of Contract Sum certified by the Controller at any point in time.

A. <u>Basic Design Services Fee.</u> For all of DESIGN-BUILDER's Basic Design Services, DESIGN-BUILDER shall be paid a lump sum fee of \$150,000.00, which shall include all sub consultant fees and normal costs to the Project.

- The CITY and DESIGN-BUILDER agree that the lump sum Basic Design Services fee adequately covers the cost to successfully complete the design services work across all phases according to the agreed upon schedule and with a professional level of quality.
- B. <u>Construction Services</u>. DESIGN-BUILDER will be paid for Construction Services in an not-to-exceed amount of **\$3,594,126.55** as described in the Schedule of Values.
  - DESIGN-BUILDER understands and agrees that the DESIGN-BUILDER shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.
- C. <u>Reimbursable Expenses</u>. The CITY has established there will be no Reimbursable Expenses for this project. The DESIGN-BUILDER's accounting categories and shall be subject to the audit provisions of this Agreement.
  - 1. Any materials prepared by DESIGN-BUILDER without written advance approval by the CITY shall be considered not reimbursable.
  - 2. The following items are considered normal project costs, and are not considered Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of DESIGN-BUILDER'S team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, FTP sites or data file transfer or research services; (c) travel by DESIGN-BUILDER or Subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the CITY; (e) in-house coordination materials among DESIGN-BUILDER'S team and Subcontractors, including photocopy and drawing materials, messenger services; (f) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Articles 2 and 4 of this Agreement, and Section 01 11 00, Summary of Work; and (g) food and beverage and entertainment charges of any kind unless approved in writing in advance by the CITY.
  - 3. Unless authorized by the CITY, the CITY will not reimburse DESIGN-BUILDER for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The CITY will not reimburse DESIGN-BUILDER for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.
- D. <u>Allowances</u>. The CITY will reimburse the DESIGN-BUILDER for actual, CITY approved costs for the following allowances (Section 01 21 00):
  - 1. Landscape Allowance in the amount of \$175,000.00

Total of all allowances equals \$ 175,000.00

5.02 <u>Progress Payments</u>. The DESIGN-BUILDER shall submit separate payment requests for Design and Construction Services, in an invoicing procedure to be approved by the CITY. The CITY will endeavor to make progress payments within fifteen (15) days of receiving an undisputed invoice

for work performed and the required documentation including, without limitation, certified payrolls. Under no circumstances, however, shall the CITY be liable for interest or late fees for failure to issue timely any progress payment. Progress payments involving the work of the Trade Subcontractors shall include a retention as provided in the General Conditions for Construction (Section 00 72 00), Article 9.

5.03 <u>Certification by the Controller</u>. This AGREEMENT is subject to the budget and fiscal provisions of the CITY. Charges will accrue only after prior written authorization certified by the CITY Controller, and the amount of the CITY's obligation under this AGREEMENT will not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### **ARTICLE 8 - LABOR REQUIREMENTS**

- 8.01 <u>Applicable Laws and Agreements.</u> Compensation and working conditions for labor performed or services rendered under this AGREEMENT will be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including Section 6.22(e).
- 8.02 <u>Prevailing Wages</u>. Pursuant to San Francisco Administrative Code Section 6.22(e), the latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as same may be changed during the term of this AGREEMENT, will be included in this AGREEMENT and are hereby incorporated by this reference. The DESIGN-BUILDER agrees that any person performing labor in the provision of the Work will be paid not less than the highest general prevailing rate of wages as so determined.

The DESIGN-BUILDER will include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract will be paid not less than the highest prevailing rate of wages for the labor so performed. The DESIGN-BUILDER will require any contractor to provide, and will deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

Copies of the latest prevailing wage rates are on file at the CITY, 30 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102.

- A. <u>Penalties</u>. DESIGN-BUILDER will forfeit to the CITY back wages due plus at least fifty dollars (\$50.00) for:
  - Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
  - Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

### ARTICLE 9 - INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.01 <u>Indemnification</u>. To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and Contract General Conditions (Section 00 72 00), Article 3, the DESIGN-BUILDER will assume the defense of, indemnify and hold harmless the CITY, its Board, Commissions, officers, employees, and authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.

- A. The liability of the DESIGN-BUILDER will not be limited to the amount of insurance coverages required under the Contract Documents.
- B. This indemnification will not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.
- 9.02 <u>Insurance</u>. The DESIGN-BUILDER shall at all times under this AGREEMENT maintain the insurance coverages as required under Contract Document Section 00 73 16.
- 9.03 <u>Bonds</u>. The DESIGN-BUILDER shall furnish and maintain (1) a corporate surety bond to guarantee the faithful performance of the Contract ("Performance Bond") and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond"), each in an amount not to exceed \$3,180,802.00, with the DESIGN-BUILDER as Principal and the CITY as sole obligee, in the form provided by the CITY, (Section 00 61 13,), in conformance with the bond requirements under the General Conditions (Section 00 72 00), Article 10). Performance and Payment Bonds are required for the Construction Phase only. The DESIGN-BUILDER shall furnish the Performance and Payment Bonds no later than 10 days after the City's request.

### ARTICLE 10 - RIGHTS AND REMEDIES

- 10.01 <u>General.</u> The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 10.02 <u>No Waiver</u>. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 10.03 CITY's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.22(m), the DESIGN-BUILDER or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80. et sea.
  - A. Additionally, the DESIGN-BUILDER or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, et seq., and Chapter 28, and California Government Code section 12650, et seq.
  - B. DESIGN-BUILDER shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Article 10.03.

### ARTICLE 11 - COMPLETE AGREEMENT; MODIFICATIONS IN WRITING

11.01 This AGREEMENT and the Contract Documents as set forth in General Conditions (Section 00 72 00), Article 1.02A) constitute the complete agreement between the CITY and the DESIGN-BUILDER. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the CITY and the DESIGN-BUILDER.

11.02 This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by the CITY.

### **ARTICLE 12 - RESOLUTION OF CONFLICTING TERMS**

12.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and will be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents will not be deemed to be in conflict. It is expressly agreed by and between the CITY and the DESIGN-BUILDER that should there be any conflict between the terms of this AGREEMENT and the DESIGN-BUILDER's proposal, then this AGREEMENT will control and nothing herein will be considered as an acceptance of any terms of the proposal which conflict with this AGREEMENT.

### **ARTICLE 13 - GOVERNING LAW AND VENUE**

- 13.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the City and County of San Francisco Charter and Municipal Code and the laws of the State of California, as applicable.
- 13.02 <u>Venue</u>. All Claims, counter-claims, disputes and other matters in question between the CITY and the DESIGN-BUILDER arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

### **ARTICLE 14 - NOTICES TO PARTIES**

14.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, electronic mail, or facsimile, and shall be addressed as follows:

Department of Public Works Contract Administration Division 1155 Market Street, 4<sup>th</sup> Floor San Francisco, CA 94103 Fax: (415) 554-6232

ATTENTION: Division Circle Navigation Center San Francisco Public Works Contract

No. 1000009295

To DESIGN-BUILDER: Gerard Callahan, President

G & G Builders, Inc. 4542 Contractors Place Livermore, CA 94551 Phone; (925) 846-9023

Email: gcallahan@ggbuildersinc.com

- 14.02 From time to time, the Parties may designate new address information by notice in writing, delivered to the other Party.
- 14.03 The delivery to the DESIGN-BUILDER at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States Post Office or Post Office Box regularly maintained by the United States Postal Service in a postage-paid wrapper directed to the DESIGN-BUILDER at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon the DESIGN-BUILDER.

### ARTICLE 15 - PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

- 15.01 DESIGN-BUILDER understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, DESIGN-BUILDER may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. The DESIGN-BUILDER agrees that all information disclosed by the CITY to DESIGN-BUILDER and marked or otherwise identified as "confidential" shall be held in confidence and used only in performance of the AGREEMENT. DESIGN-BUILDER shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.
- 15.02 DESIGN-BUILDER shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The CITY at its sole option and discretion may, within the four-year period, notify the DESIGN-BUILDER in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, DESIGN-BUILDER shall request direction from the CITY as to whether the DESIGN-BUILDER should return or destroy the confidential information. Shipment to a CITY-designated storage facility, shall be made at CITY's sole expense.

### **ARTICLE 16 – TERMINATION**

16.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by DESIGN-BUILDER and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions.

IN WITNESS WHEREOF, the DESIGN-BUILDER and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

### **DESIGN-BUILDER:**

By my signature hereunder, as DESIGN-BUILDER, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Principal BY:

Ives

Approved as to form:

City Attorney

**DENNIS J. HERRERA** 

Deputy City Attorney

Title

CITY:

Recommended By:

Project Manager:

**Division Manager:** 

Deputy Director:

APPROVED:

Director of Public Works

Attachments:

Attachment A: Project Manual

### **SECTION 00 52 00**

### AGREEMENT FORM

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Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

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as more fully appears in the formal record of the DIRECTOR:

## <u>Division Circle Navigation Center</u> (San Francisco Public Works Contract No. 1000009295)

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### **ARTICLE 1 – THE WORK**

### 1.01 The Project.

An Emergency is declared to exist under the provisions of Section 6.60 of the San Francisco Administrative Code, for G & G to Provide:

The San Francisco Department of Homelessness and Supportive Housing (HSH), is responsible for the property located at 13th Street & South Van Ness Avenue (also known as Division Circle). The property is owned by Caltrans and leased to The City of San Francisco. It is the intention to construct a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to design and provide bridging documents for a 125 Bed facility that contains a Tensile Structure (60'x135'), a Dining/Pantry Tensile Structure (60'x75'), and Modular Restrooms/Showers. Full design and construction documents will be provided for all exterior and landscape amenities. This project anticipates programming through construction administration.

- Refer to Attachment A: Project Manual for a full description of DESIGN-BUILDER's scope of services and Work for this Project.
- 1.02 <u>Contract Documents</u>. The DESIGN-BUILDER shall provide all Work in conformance with the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference as if set forth here in full, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between the DESIGN-BUILDER and the CITY concerning the provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT will be given the definition set forth in the General Conditions (Section 00 72 00).
- DESIGN-BUILDER's General Responsibilities. DESIGN-BUILDER shall be thoroughly familiar and understand the requirements of the Project scope and shall be experienced in the design, administration and construction of building projects of the type, size, complexity, and scope contemplated for this Project. The DESIGN-BUILDER will provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, design, procurement, preconstruction work, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals. DESIGN-BUILDER acknowledges and agrees that coordination and execution of any utility relocation, utility upgrade and improvements, and hazardous materials handling and disposal for the Project are part of the services under this Contract.
- 1.04 <u>Personnel</u>. DESIGN-BUILDER's team members shall at all times have the requisite expertise and experience to provide the Design and Construction Services as required by the Contract Documents. See General Conditions (Section 00 72 00), Article 3.
- 1.05 Compliance with Laws. DESIGN-BUILDER shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
  - A. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, Department of Homeland Security (DHS), the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by DESIGN-BUILDER and any and all persons, firms and corporations employed by or under it.
  - B. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
  - C. No additional costs will be paid or extensions of time granted as a result of such compliance.

### **ARTICLE 2 - DESIGN SERVICES**

2.01 During the Design Phases, DESIGN-BUILDER will work closely with the Project Team and participate in the CITY's design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that

- will provide the highest quality, energy conserving and efficient facility within the budget and schedule for the Project.
- 2.02 Scope of Work. See Section 01 11 00: Summary of Work for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

### **ARTICLE 3 – CONSTRUCTION SERVICES**

3.01 <u>General Conditions.</u> DESIGN-BUILDER may concurrently perform Design and Construction Services. DESIGN-BUILDER and all Subcontractors contracted for the construction of the Project will provide all construction services from mobilization through project completion necessary to construct the Project in accordance with the Contract Documents and to render the Project and all of its components operational and functionally and legally usable. The DESIGN-BUILDER will furnish construction administration and management services and will perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents (Section 00 72 00).

At a minimum, the DESIGN-BUILDER will perform construction services congruent with those of a general contractor who submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction design value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. Refer to Construction Process Requirements and Section 01 11 00: Summary of Work.

- 3.03 <u>Working Requirements</u>. The DESIGN-BUILDER and Trade Subcontractors must have the ability to prepare documents using the following software applications during all phases of the Work.
  - 1. Computer Aided Drafting Program, ACAD V. 11 or later
  - 2. Word documents on Microsoft Word 2013 or higher.
  - Spreadsheets on Microsoft Excel 2013 or higher.
  - 4. Database information on Microsoft Access 2013 or higher.
  - 5. Schedules on Microsoft project.

Project team communication methods may include the following features, either individually, or as part of a dedicated electronic suite of services:

- 1. The DESIGN-BUILDER shall propose for the CITY's consideration a web-based collaboration tool to connect the Project team, CITY staff members, and other participants to provide access to project documents, and to facilitate project development tasks. The DESIGN-BUILDER will provide licenses and training in the use of the collaboration tool for the project. As a minimum, the collaboration tool will be used to document the following program elements:
  - Project Contact List
  - Drawings
  - Meetings
  - Information Bulletins
  - Correspondence
  - Submittals
  - RFIs
  - Daily Reports
  - Punch Lists
  - Contract Change Orders

- Payment Applications
- 3.04 <u>Permit Documents</u>. For permit procurement responsibilities see Paragraph 3.08 of the General Conditions (Section 00 72 00) and including but not limited to Sections 00 73 00 and Section 00 73 01.

### **ARTICLE 4 - CONTRACT TIME**

- 4.01 <u>Contract Duration</u>. The Contract was awarded and the CITY issued the Notice to Proceed on December 29, 2017. The total contract duration, including Design, Construction, Commissioning, through Substantial Completion, is 153 CONSECUTIVE CALENDAR DAYS for a Substantial Completion date of May 30, 2018 followed by 15 consecutive calendar days to Final Completion for a Final Completion date of June 15, 2018.
- 4.03 <u>Liquidated Damages</u>. The CITY and the DESIGN-BUILDER understand and agree that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial and other, intangible but significant losses if the Work is not completed within the above-stated Contract Time, as may be extended in accordance with Article 7 of the General Conditions (Section 00 72 00) The CITY and the DESIGN-BUILDER further understand and agree that the actual cost to the CITY which would result from DESIGN-BUILDER's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, the CITY and the DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty), the DESIGN-BUILDER will pay the CITY as set forth in the following tables:

### LIQUIDATED DAMAGES

Delay Period	Liquidated Damages Amount
If the Work is not Substantially Complete after the time limit for achieving Substantial Completion specified in Article 4:	\$1,500 per calendar day
If the Work is not Finally Complete after the time limit for achieving Final Completion specified in Article 4:	\$500 per calendar day

### ARTICLE 5 - CONTRACT SUM

5.01 Contract Sum. DESIGN-BUILDER and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the amount of not-to-exceed amount of \$3,919,126.55. The amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

The Contract Sum is comprised of the following: (A) the Design Services Fee, (B) the Construction Services costs; and (D) Allowances.

The Certified Contract Sum is the amount of Contract Sum certified by the Controller at any point in time.

A. <u>Basic Design Services Fee</u>. For all of DESIGN-BUILDER's Basic Design Services, DESIGN-BUILDER shall be paid a lump sum fee of \$150,000.00, which shall include all sub consultant fees and normal costs to the Project.

- The CITY and DESIGN-BUILDER agree that the lump sum Basic Design Services fee adequately covers the cost to successfully complete the design services work across all phases according to the agreed upon schedule and with a professional level of quality.
- B. <u>Construction Services</u>. DESIGN-BUILDER will be paid for Construction Services in an not-to-exceed amount of \$3,594,126.55 as described in the Schedule of Values.
  - DESIGN-BUILDER understands and agrees that the DESIGN-BUILDER shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.
- C. <u>Reimbursable Expenses</u>. The CITY has established there will be no Reimbursable Expenses for this project. The DESIGN-BUILDER's accounting categories and shall be subject to the audit provisions of this Agreement.
  - Any materials prepared by DESIGN-BUILDER without written advance approval by the CITY shall be considered not reimbursable.
  - 2. The following items are considered normal project costs, and are not considered Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of DESIGN-BUILDER'S team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, FTP sites or data file transfer or research services: (c) travel by DESIGN-BUILDER or Subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the CITY; (e) in-house coordination materials among DESIGN-BUILDER'S team and Subcontractors, including photocopy and drawing materials, messenger services; (f) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Articles 2 and 4 of this Agreement, and Section 01 11 00, Summary of Work: and (a) food and beverage and entertainment charges of any kind unless approved in writing in advance by the CITY.
  - 3. Unless authorized by the CITY, the CITY will not reimburse DESIGN-BUILDER for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The CITY will not reimburse DESIGN-BUILDER for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.
- D. <u>Allowances</u>. The CITY will reimburse the DESIGN-BUILDER for actual, CITY approved costs for the following allowances (Section 01 21 00):
  - Landscape Allowance in the amount of \$175,000.00

Total of all allowances equals \$ 175,000.00

5.02 <u>Progress Payments</u>. The DESIGN-BUILDER shall submit separate payment requests for Design and Construction Services, in an invoicing procedure to be approved by the CITY. The CITY will endeavor to make progress payments within fifteen (15) days of receiving an undisputed invoice

for work performed and the required documentation including, without limitation, certified payrolls. Under no circumstances, however, shall the CITY be liable for interest or late fees for failure to issue timely any progress payment. Progress payments involving the work of the Trade Subcontractors shall include a retention as provided in the General Conditions for Construction (Section 00 72 00), Article 9.

5.03 <u>Certification by the Controller</u>. This AGREEMENT is subject to the budget and fiscal provisions of the CITY. Charges will accrue only after prior written authorization certified by the CITY Controller, and the amount of the CITY's obligation under this AGREEMENT will not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### **ARTICLE 8 – LABOR REQUIREMENTS**

- 8.01 <u>Applicable Laws and Agreements</u>. Compensation and working conditions for labor performed or services rendered under this AGREEMENT will be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including Section 6.22(e).
- 8.02 <u>Prevailing Wages</u>. Pursuant to San Francisco Administrative Code Section 6.22(e), the latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as same may be changed during the term of this AGREEMENT, will be included in this AGREEMENT and are hereby incorporated by this reference. The DESIGN-BUILDER agrees that any person performing labor in the provision of the Work will be paid not less than the highest general prevailing rate of wages as so determined.

The DESIGN-BUILDER will include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract will be paid not less than the highest prevailing rate of wages for the labor so performed. The DESIGN-BUILDER will require any contractor to provide, and will deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

Copies of the latest prevailing wage rates are on file at the CITY, 30 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102.

- A. <u>Penalties</u>. DESIGN-BUILDER will forfeit to the CITY back wages due plus at least fifty dollars (\$50.00) for:
  - Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
  - Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

### ARTICLE 9 - INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.01 <u>Indemnification</u>. To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and Contract General Conditions (Section 00 72 00), Article 3, the DESIGN-BUILDER will assume the defense of, indemnify and hold harmless the CITY, its Board, Commissions, officers, employees, and authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.

- A. The liability of the DESIGN-BUILDER will not be limited to the amount of insurance coverages required under the Contract Documents.
- B. This indemnification will not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.
- 9.02 <u>Insurance</u>. The DESIGN-BUILDER shall at all times under this AGREEMENT maintain the insurance coverages as required under Contract Document Section 00 73 16.
- 9.03 <u>Bonds</u>. The DESIGN-BUILDER shall furnish and maintain (1) a corporate surety bond to guarantee the faithful performance of the Contract ("Performance Bond") and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond"), each in an amount not to exceed \$3,180,802.00, with the DESIGN-BUILDER as Principal and the CITY as sole obligee, in the form provided by the CITY, (Section 00 61 13,), in conformance with the bond requirements under the General Conditions (Section 00 72 00), Article 10). Performance and Payment Bonds are required for the Construction Phase only. The DESIGN-BUILDER shall furnish the Performance and Payment Bonds no later than 10 days after the City's request.

### **ARTICLE 10 - RIGHTS AND REMEDIES**

- 10.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 10.02 <u>No Waiver</u>. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 10.03 <u>CITY's Remedies for False Claims and Other Violations</u>. Under San Francisco Administrative Code section 6.22(m), the DESIGN-BUILDER or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, et seq.
  - A. Additionally, the DESIGN-BUILDER or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, et seq., and Chapter 28, and California Government Code section 12650, et seq.
  - B. DESIGN-BUILDER shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Article 10.03.

### ARTICLE 11 - COMPLETE AGREEMENT: MODIFICATIONS IN WRITING

11.01 This AGREEMENT and the Contract Documents as set forth in General Conditions (Section 00 72 00), Article 1.02A) constitute the complete agreement between the CITY and the DESIGN-BUILDER. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the CITY and the DESIGN-BUILDER.

11.02 This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by the CITY.

### ARTICLE 12 - RESOLUTION OF CONFLICTING TERMS

12.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and will be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents will not be deemed to be in conflict. It is expressly agreed by and between the CITY and the DESIGN-BUILDER that should there be any conflict between the terms of this AGREEMENT and the DESIGN-BUILDER's proposal, then this AGREEMENT will control and nothing herein will be considered as an acceptance of any terms of the proposal which conflict with this AGREEMENT.

### **ARTICLE 13 - GOVERNING LAW AND VENUE**

- 13.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the City and County of San Francisco Charter and Municipal Code and the laws of the State of California, as applicable.
- 13.02 <u>Venue</u>. All Claims, counter-claims, disputes and other matters in question between the CITY and the DESIGN-BUILDER arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

### **ARTICLE 14 - NOTICES TO PARTIES**

14.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, electronic mail, or facsimile, and shall be addressed as follows:

Department of Public Works Contract Administration Division 1155 Market Street, 4<sup>th</sup> Floor San Francisco, CA 94103 Fax: (415) 554-6232

ATTENTION: Division Circle Navigation Center San Francisco Public Works Contract No. 1000009295

To DESIGN-BUILDER: Gerard Callahan, President

G & G Builders, Inc. 4542 Contractors Place Livermore, CA 94551 Phone; (925) 846-9023

Email: gcallahan@ggbuildersinc.com

- 14.02 From time to time, the Parties may designate new address information by notice in writing, delivered to the other Party.
- 14.03 The delivery to the DESIGN-BUILDER at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States Post Office or Post Office Box regularly maintained by the United States Postal Service in a postage-paid wrapper directed to the DESIGN-BUILDER at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon the DESIGN-BUILDER.

### ARTICLE 15 - PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

- 15.01 DESIGN-BUILDER understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, DESIGN-BUILDER may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. The DESIGN-BUILDER agrees that all information disclosed by the CITY to DESIGN-BUILDER and marked or otherwise identified as "confidential" shall be held in confidence and used only in performance of the AGREEMENT. DESIGN-BUILDER shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.
- 15.02 DESIGN-BUILDER shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The CITY at its sole option and discretion may, within the four-year period, notify the DESIGN-BUILDER in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, DESIGN-BUILDER shall request direction from the CITY as to whether the DESIGN-BUILDER should return or destroy the confidential information. Shipment to a CITY-designated storage facility, shall be made at CITY's sole expense.

### **ARTICLE 16 - TERMINATION**

16.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by DESIGN-BUILDER and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions.

IN WITNESS WHEREOF, the DESIGN-BUILDER and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

### **DESIGN-BUILDER:**

By my signature hereunder, as DESIGN-BUILDER, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Principal

BY: Gerar

Callaha

Approved as to form: DENNIS J. HERRERA

Deputy City

City Attorney

Title

CITY:

Recommended By:

Project Manager:

Division Manager:

Deputy Director:

APPROVED:

Director of Public Works

Attachments:

Attachment A: Project Manual





# City and County of San Francisco SAN FRANCISCO PUBLIC WORKS BUILDING DESIGN AND CONSTRUCTION DIVISION

## DIVISION CIRCLE NAVIGATION CENTER (EMERGENCY CONTRACT)

CONTRACT NO. 1000009295 (PW DB DIVISION CIRCLE NAV CNTR)

### **ATTACHMENT A: PROJECT MANUAL**

### **FEBRUARY 2018**

Each Bid shall be enclosed in an envelope bearing the description:
"BID FOR DIVISION CIRCLE NAVIGATION CENTER
(San Francisco Public Works Contract No. 1000009295)".

Vision: To Make San Francisco a beautiful, livable, vibrant and sustainable City.



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### **SECTION 00 31 00**

### AVAILABLE PROJECT INFORMATION

### 1.1 SUMMARY

A. This Document describes Reference Documents and the use of data resulting from the various investigations or from available information, including, existing geotechnical data and soils engineering reports, hazardous materials survey reports.

### 1.2 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTS

- A. Design-Builder's attention is directed to National Environmental Policy Act (NEPA) document that was prepared for the site as follows:
  - 1. NEPA CE Navigation
  - 2. NEPAC-AQ-checklist
- Digital file/s in PDF of the above reference document is included with the digital Bid Documents.

### 1.3 USE OF DATA

- A. The foregoing Reference Documents are not part of the Contract Documents. The City does not warrant the completeness of the Reference Documents.
- B. The City makes no representation, either express or implied, that the conditions indicated in the Reference Documents are representative of those existing at the Site, or that different conditions may not occur or materials other than or in proportions different from those indicated may not be encountered. Refer to Paragraph 3.03, Unforeseen Or Differing Conditions, of the General Conditions.
- C. Design-Builder shall visit the Site and familiarize themselves with existing conditions.

### **SECTION 00 45 60**

### HIGHEST PREVAILING WAGE RATE CERTIFICATION

Design-Builder hereby acknowledges that Design-Builder has read the San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.

Design-Builder further acknowledges and certifies that, if awarded the Contract, Design-Builder will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Design-Builder is aware that failure to comply with such wage provision shall result in a forfeiture of back wages due plus the penalties as set forth in Labor Code section 1775, but not less than \$50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of San Francisco for a period of up to five years.

Design-Builder further attests that Design-Builder will require from all of its subcontractors that they acknowledge having read San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq., and that they will comply with the same requirements under this Contract.

Note: Signing the Agreement Form shall constitute signature of this Certification.

### **SECTION 00 45 78**

## CERTIFICATE OF DESIGN-BUILDER REGARDING CONTRACTING IN STATES THAT ALLOW DISCRIMINATION AGAINST LGBT INDIVIDUALS

Design-Builder hereby acknowledges that Design-Builder has read San Francisco Administrative Code

Chapter 12X "Prohibiting City Travel and Contracting in Sta Individuals" ("Chapter 12X") and understands that the City a	
contracts with companies with United States headquarters i	•
LGBT populations ("Covered States") or where any or all of	• •
Covered States.	
I, certify that at the tim	e of signing the Agreement Form, the address
of the United States headquarters for my company is	
·	I will notify the City if my company's
headquarters moves. I also certify that none of the Work pe	rformed on this Contract will be performed in
any Covered State.	
Signature of Design-Builder or Authorized Representative	
Print Name of Authorized Representative	
Position in Firm or Corporation	

### Notes:

- A list of Covered States is available at: <a href="https://oag.ca.gov/ab1887">https://oag.ca.gov/ab1887</a>
- The text of Chapter 12X is posted on the Web at:
   <a href="http://www.amlegal.com/codes/client/san-francisco-ca/">http://www.amlegal.com/codes/client/san-francisco-ca/</a>
   (click on "Administrative Code," then on the left panel, expand "San Francisco Administrative Code," then scroll down and click on "Chapter 12X")

SECTION 00 52 00

AGREEMENT FORM

### **REFER TO SECTION 00 52 00**

### **SECTION 00 61 13**

### PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Director of Public Works of the City and County of San Francisco, State of California, has awarded to:

County of Cart Francisco, State of Camornia, has awarded to.	
hereinafter designated as the "Principal", a Contract by DPW ORDER NO, adopted, 20 for:	
DIVISION CIRCLE NAVIGATION CENTER	
(San Francisco Public Works Contract No. 1000009295)	
WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracte done;	
NOW, THEREFORE, we the Principal and	
as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of	
(PERFORMANCE BOND) (PAYMENT BOND)	

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

and

### (PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

### (PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named

in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

day of, 20, the name and corporate seal of each corporate party being hereto ffixed and these presents duly signed by its undersigned representative, pursuant to authority of its overning body.
pproved as to form: Jennis J. Herrera Jity Attorney
By: Deputy City Attorney
Principal
Ву:
Surety
Ву:

### **SECTION 00 72 00**

## **GENERAL CONDITIONS January 2017 (Design-Build)**

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# GENERAL CONDITIONS January 2017 (Design-Build)

#### ARTICLE 1 - GENERAL

#### 1.01 DEFINITIONS

- A. Wherever a word or phrase defined below, or a pronoun used in place thereof, is used in the Contract Documents (as defined in Paragraph 1.02), it shall have the meaning set forth in this Paragraph 1.01. References to related Paragraphs or Documents are provided for convenience but not to exclude other Paragraphs or Documents where such terms may be used. The colon (":") is employed in this Paragraph as a symbol for "shall mean". A colon also may be employed in these General Conditions or elsewhere in the Contract Documents to set off a paragraph title or heading from the text that follows or as a punctuation mark in a sentence to direct attention to the matter that follows.
- 1. Accepted, Approved: Accepted or approved, or satisfactory for the Work, as determined in writing by the City, unless otherwise specified. Where used in conjunction with the City's response to submittals, requests, applications, inquiries, proposals and reports by Contractor, the term "approved" shall be held to limitations of the City's responsibilities and duties as specified in these General Conditions. In no case shall the City's approval be interpreted as a release of Contractor from its responsibilities to fulfill the requirements of the Contract Documents or a waiver of the City's right under the Contract.
- 2. **Addenda**: Written or graphic instruments issued prior to the opening of Proposals or Bids which make changes, additions or deletions to the Bid Documents.
- 3. **Agreement**: The Agreement or Contract between the City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided herein. The Contract is fully executed upon certification by the Controller of the City and County of San Francisco as to the availability of construction funds. Refer to Section 00 52 00, Agreement Form.
- 4. **Alternate Bid Item**: A Bid item that may be added to or deducted from the Total Bid Price to meet Project construction budget requirements.
- 5. **Application for Payment**: Written request submitted by Design-Builder to City for payment of Work completed in accordance with the Contract Documents and approved schedule of values. Refer to Article 9, Payments and Completion.
- 6. **Approved Equal**: Approved in writing by the City as being of equivalent quality, utility and appearance. Equivalent means equality in the opinion of

the City Representative. The burden of proof of equality is the responsibility of Contractor. Refer to Division 01 for procedures for proposing substitutions.

- 7. **Bid, Bid Documents**: Refer to Section 00 21 13 Instructions to Proposers.
- 8. **Bidding Requirements**: The Sections listed in Section 00 01 10, Table of Contents under the heading "Procurement Requirements."
- 9. **Bonds**: Performance and payment (labor and materials) bonds and other instruments of security acceptable to the City. Refer to Paragraph 10.02 and Section 00 61 13 for Bond forms.
  - 10. Bulletin: Refer to "Field Order."
- 11. **By Others**: Work on this Project that is outside the scope of Work to be performed by Design-Builder under this Contract, but that will be performed by the City, other contractors, or other means and at other expense.
- 12. **Change Order**: A written instrument prepared by the City issued after the effective date of the Agreement and executed in writing by the City and Design-Builder, stating their agreement upon all of the following: (i) a change in the Work; (ii) the amount of the adjustment in the Contract Sum, if any; (iii) the extent of the adjustment in the Contract Time, if any; and (iv) an amendment to any other Contract term or condition. Refer to Article 6, Clarifications and Changes in the Work.
- 13. **Change Order Request (COR)**: Refer to Paragraph 6.03, Change Order Requests and Proposed Change Orders.
- 14. **City**: The City and County of San Francisco, California, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term "Owner" means the City and its authorized agent or representative.
- 15. **City Representative**: The authorized on-Site representative of the City, as identified at the preconstruction conference convened by the City, in the performance of on-Site inspection and administration of the Contract. All liaison between the City and Design-Builder shall be directed through the City Representative. City Representative shall also mean any designee acting on behalf of the City Representative.
- 16. **Claim**: A written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Sum or Contract Time, or both, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising

out of or related to the Contract Documents of the performance of the Work, which is submitted in accordance with the requirements of the Contract Documents. Refer to Article 13.

- 17. **Clarification**: A document consisting of supplementary details, instructions or information issued by the City which clarifies or supplements the Contract Documents. Clarifications do not constitute a change in Contract Work, Contract Sum or an extension of Contract Times unless requested by Design-Builder and approved by the City in accordance with the Contract Documents. Refer to Article 6, Clarifications and Changes in the Work.
- 18. **Code**: The latest editions of the San Francisco Municipal Code, as well as any State of California, Federal, or local law, statute, ordinance, rule or regulation having jurisdiction or application to the Project.
- 19. **Commission**: Refers to the Contract awarding authority for City departments with boards or commissions (i.e., the San Francisco Public Utilities Commission, the San Francisco Recreation and Park Commission, the San Francisco Port Commission, the San Francisco Airport Commission, or the Board of Directors of the San Francisco Municipal Transportation Agency, as appropriate). Refer to Section 00 52 00, Agreement Form.
- 20. **Construction Documents**: The Drawings and Specifications prepared by Design-Builder, approved by the City, and used by the Design-Builder for construction of the Project, which are more fully described in Paragraph 3.02.
- 21. **Construction Phase**: The point in time after the City Representative issues a Notice to Proceed for Construction
- 22. **Construction Submittal**: Documents, including shop drawings, material and equipment specifications, submitted to the City by and through the Design-Builder, indicating how the Design-Builder and its Subconsultants and Subcontractors intend to comply with the requirements of the Criteria Package.
- 23. **Construction Work**: The performance by Design-Builder of all of its responsibilities and obligations under the Contract Documents for the actual construction of the Project, including providing all necessary labor, materials, equipment, and documentation.
- 24. **Contract**: Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.
- 25. **Contract Documents**: Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.
- 26. **Contract Sum**: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by the City to Design-Builder for the performance of the Work under the Contract Documents. Refer to Section 00 52 00, Agreement Form.
- 27. **Contract Time(s)**: The number of consecutive days as stated in Section 00 73 02 to: (i) achieve

- Substantial Completion and (ii) complete the Work so that it is ready for final acceptance as evidenced by the City's issuance of written acceptance as required by section 6.22(k) of the San Francisco Administrative Code; and (iii) achieve any interim Milestones specified in the Contract Documents.
- 28. **Contracting Requirements**: The Contracting Requirements establish the rights and responsibilities of the parties and include these General Conditions (Section 00 72 00) and the Sections as listed under Contracting Requirements in the Table of Contents (Section 00 01 10).
- 29. **Contractor**: The person or entity with whom the City has executed the Agreement and identified as such therein and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means Contractor or its authorized representative.
- 30. **Critical Path**: A continuous chain of activities with zero float running from the start event to the finish event in the schedule.
- 31. **Critical Path Method (CPM)**: Refers to the critical path method scheduling technique.
- 32. **Criteria Package or Design Criteria**: The portion of the Contract Documents specifying in detail the basic criteria and requirements for the Project, including the Technical Specifications, all appendices, and the Drawings.
- 33. **Day**: Reference to "day" shall be construed to mean a calendar day of 24 hours, unless otherwise specified.
- 34. **Default**: Refer to Paragraph 14.01, Notice of Default: Termination by the City for Cause.
- 35. **Delivery**: In reference to an item specified or indicated shall mean for the Design-Builder and/or Supplier to have delivered and to unload and store with proper protection at the Site. Refer to Paragraph 9.03, Progress Payments for delivery to another (off-Site) location.
- 36. **Department Head**: The contracting officer for the Contract (i.e., the General Manager of the San Francisco Public Utilities Commission, the Director of the San Francisco Public Works, the Executive Director of the Port of San Francisco, the General Manager of the San Francisco Recreation and Parks Department, the Director of Transportation of the San Francisco Municipal Transportation Agency, or the Director of the San Francisco International Airport, as appropriate), or his/her designee, acting directly or through properly authorized representatives, agents, and consultants, limited by the particular duties entrusted to them. Refer to Section 00 52 00, Agreement Form.
- 37. **Designated, Determined, Directed**: Required by the City, unless otherwise specified.
- 38. **Designer or Design Professional**: A person or entity who is a member of Design-Builder's team, who is lawfully entitled to practice architecture or engineering in the State of California, and who will provide design services for the Project. The Designer is

referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "the Designer" means any such professional engineer or architect and its/their authorized representatives and agents, employees, successors and assigns, and any persons or entities who work by, through, or for any one of them.

- 39. **Design Submittal**: Documents and/or specifications, submitted to the City to indicate how the Design-Builder intends to build the Project, and which will eventually become the Construction Documents.
- 40. Design-Builder (sometimes referred to in the Contract Documents as "Contractor"): As used in section 6.61 of San Francisco Administrative Code, the person or entity selected by the City to design and build the Project and with whom the City has executed and delivered the Agreement. Design-Builder is referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Design-Builder" means Design-Builder and its authorized representatives and agents, employees, successors and assigns, and any persons or entities who work by, through, or for any of them.
- 41. **Differing Conditions**: Refer to Paragraph 3.05, Unforeseen or Differing Conditions.
- 42. **Division**: A grouping of sections of the Specifications describing related construction products and activities. Refer to Section 00 01 10, Table of Contents for a listing of Division and section numbers and titles.
- 43. **Drawings**: The graphic and pictorial portions of the Contract Documents prepared by the Design-Builder and approved by the City showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 44. Effective Date of the Agreement: The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed by the last of the two parties to sign, or when the Controller of the City and County of San Francisco certifies the availability of funds, whichever is later.
- 45. **Field Order**: A written order issued by the City which provides instructions or requires minor changes in the Work but which does not involve a change in the Contract Sum or the Contract Time. Refer to Paragraph 6.02, Requests for Information, Clarification and Field Orders.
- 46. **Final Completion**: The date of written acceptance of the Work by the City, issued in accordance with section 6.22(k) of the San Francisco Administrative Code, when the Contract Work has been fully satisfactorily completed in accordance with the Contract Documents.
- 47. **Force Account Work**: Change Order Work to be paid for on the basis of direct costs plus markup on direct costs for overhead and profit as provided in Paragraph 6.07, Force Account Work.

- 48. **Furnish**: Purchase and deliver to the Site, including proper storage only; no installation is included. The term "Furnish" also means to supply and deliver to the Site.
- 49. **General Requirements**: The General Requirements include all Documents in Division 1, and govern the execution of the Work of all sections of the Specifications.
- 50. **Guarantee To Repair Period**: The period specified in Paragraph 8.03 or Division 1 during which Contractor must correct Non-conforming Work
- 51. **Indicated**: Shown or noted on the Drawings or written in the Specifications.
- 52. **Install**: Apply, connect or erect items for incorporation into the Project; Furnishing or Supplying is not included. The term "Install" also describes operations at the Site, including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 53. **Installer**: A person engaged by Design-Builder, its Subcontractor or Lower-Tier Subcontractor for performance of a particular element of construction at the Site, including installation, erection, application and similar required operations.
- 54. **Item**: A separate, distinct portion of the whole Work, which may comprise material, equipment, article, or process.
- 55. **Key Personnel or Team**: The essential personnel on Design-Builder's team identified in the Qualifications Statement submitted in response to the City's RFQ, and which will be agreed upon by Design-Builder and the City prior to the start of each phase of Work. Design-Builder and its Subcontractors and Subconsultants agree that such individuals will not be transferred or removed from the Project without the prior written permission or direction of the City, which will not be unreasonably withheld.
- 56. Lower-Tier Subcontractor or Supplier: A person or entity who has a direct contract with a Subcontractor or Supplier, or with another Lower-Tier Subcontractor or Supplier, to perform a portion of the Work at the Site or to furnish materials or equipment to be incorporated in the Work by Design-Builder, Subcontractor or Lower-Tier Subcontractor, as applicable.
- 57. **Milestone**: A principal date or time specified in the Contract Documents relating to an inter-mediate event prior to Substantial Completion
- 58. **Modification**: A document incorporating one or more Change Orders approved by the City.
- 59. **Non-conforming Work**: Work that is unsatisfactory, faulty, defective, omitted, incomplete, or deficient; Work that does not conform to the requirements of the Contract Documents; Work that does not meet the requirements of inspection, reference standards, tests, or approval referred to in the Contract Documents; or Work that has been damaged or disturbed by Contractor's operations contrary to the Contract Documents prior to Final Completion.

- 60. **Notice of Default**: Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.
- 61. **Notice of Potential Claim**: Refer to Paragraph 13.01, Notice of Potential Claim.
- 62. **Notice of Substantial Completion**: The written notice issued by the City to Design-Builder acknowledging that the Work is Substantially Complete as determined by the City. Said Notice shall not be considered as final acceptance of any portion of the Work or relieve Design-Builder from completing the punch list items attached to said Notice within the specified time and in full compliance with the Contract Documents.
- 63. **Notice to Proceed or "NTP"**: The written notice issued by the City to Design-Builder authorizing Design-Builder to proceed with the Work and establishing the date of commencement of the Contract Time. The Contract Documents may specify more than one NTP applicable to different phases of the Work.
  - 64. Owner: Refer to "City."
- 65. **Paragraph**: A paragraph under an Article of these General Conditions. Refer to "General Conditions—Table of Contents" for a listing of Article and Paragraph numbers and titles.
- 66. **Partial Utilization**: Right of the City to use a portion of the Work prior to Substantial Completion of the Work.
  - 67. Project: Refer to "Work".
- 68. **Project Manual**: The bound written portion of the Contract Documents prepared for bidding, designing and constructing the Work. A listing of the contents of the Project Manual, which consists of the Procurement, Contracting, and Specification sections, and may include schedules and Design Criteria, is contained in the Section 00 01 10, Table of Contents.
- 69. **Proposed Change Order (PCO)**: A document prepared by the City requesting a quotation of cost or time from Design-Builder for additions, deletions or revisions in the Work initiated by the City or Design-Builder.
- 70. **Provide**: Furnish and Install or Supply and Install complete in place at the Site.
- 71. **Punch List/Final Completion**: A list prepared by the City identifying deficient Items to be corrected by Design-Builder prior to Final Completion. Refer to Paragraph 9.09, Final Completion and Final Payment
- 72. **Punch List/Substantial Completion**: The list provided by the City identifying Items that shall be corrected or completed by Design-Builder before the City considers the Work Substantially Complete. Refer to Paragraph 9.08, Substantial Completion.
- 73. **Reference Documents**: Refer to Section 00 21 13, Instructions to Proposers and Section 00 31 00 for identification of Reference Documents, if any.

- 74. **Regular Working Hours**: 7:00 a.m. to 5:00 p.m., Monday through Friday, except City legal holidays.
- 75. **Request for Information (RFI)**: A document prepared by Design-Builder requesting information from the City regarding the Project or Contract Documents.
- 76. Request for Substitution (RFS): A request from Design-Builder in accordance with the conditions specified in Division 01 to substitute indicated material, product, thing, or service specified in the Contract Documents with an equal material, product, thing, or service. Refer to Paragraph 3.13 and Section 00 49 18, Request for Substitution.
- 77. **Required**: In accordance with the requirements of the Contract Documents.
- 78. **Resident Engineer**: See "City Representative."
- 79. **Samples**: Physical examples of materials, equipment, or workmanship that are submitted for adjudication of their compliance with the specification.
- 80. **Section**: Refer to Section 00 01 10, Table of Contents, for a listing of the Sections.
- 81. **Shop Drawings**: All drawings, diagrams, illustrations, schedules and other data or information which are prepared or assembled by or for Design-Builder and submitted to City.
- 82. **Site**: Geographical location of the Project as indicated elsewhere in the Contract Documents.
- 83. **Special Provisions**: The part of the Contract Documents that amends, modifies, or supplements these General Conditions. The Special Provisions include the 00 73 00-series Sections as listed in Section 00 01 10, Table of Contents.
- 84. **Specifications**: The portion of the Project Manual comprising Division 01 through Division 49 and listed in Section 00 01 10, Table of Contents, including the Design Criteria, consisting of requirements and technical descriptions of materials, equipment, systems, standards and workmanship for the Work, and performance of related administrative services.
- 85. **Specified**: Written or identified in the Contract Documents.
- 86. **Subcontractor**: A person or entity who has a direct contract with Design-Builder to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. The term "Subcontractor" shall also include contracts assigned to Design-Builder if so provided in the Supplementary Conditions or specified in the General Requirements (Division 01).
- 87. **Substantial Completion**: The stage in the progress of the Work, when the Work (or a specified

part thereof) is sufficiently complete in accordance with the Contract Documents including receipt of a temporary certificate of occupancy, if applicable, issued by the agency having jurisdiction over the Work so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

- 88. **Supplementary Conditions**: The part of the Contract Documents that amends, deletes or modifies these General Conditions. The Supplementary Conditions are set forth in Section 00 73 00.
- 89. **Supplier**: A manufacturer, fabricator, distributor, or vendor having a direct contract with Design-Builder or with a Subcontractor to furnish materials or equipment to be incorporated in the Work.
  - 90. Supply: Refer to "Furnish."
- 91. **Total Bid Price or Total Price Proposal**: Refer to Section 00 21 13, Instructions to Proposers.
- 92. **Unavoidable Delay**: Refer to Paragraph 7.02, Delays and Extension of Time.
- 93. **Unilateral Change Order**: A written Change Order to Design-Builder issued after the effective date of the Agreement in accordance with Paragraph 6.05.
- 94. **Unit Price Work**: Work to be paid for on the basis of unit prices and actual quantities of Work. Refer to Paragraph 6.08.
- 95. **Work**: The performance by Design-Builder of all its responsibilities and obligations set forth in the Contract Documents. Work shall include, but not be limited to, providing all professional design, labor, services, and documentation required by the Contract Documents for the design and construction of the project. References in the Contract Documents to "Work" may be to items of Work. Refer to Paragraph 1.03.
- 96. **Working Day**: Any day of the week except Saturdays, Sundays and statutory holidays.

# 1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS

- A. The Contract Documents form the entire Contract for the design and construction of the Work, and consist of the following:
- 1. the Design Criteria Drawings, Project Manual, and all Addenda thereto:
- 2. the Agreement and other documents listed in the Agreement;
- 3. Change Orders, Unilateral Change Orders, Clarifications, and Field Orders issued after execution of the Contract :
- 4. The General Conditions (Section 00 72 00);
- 5. the Criteria Package, including Technical Specifications (Divisions 1 through 49) and all appendices and attachments;

- 6. All provisions of the Request for Qualifications and the Request for Proposals, including all appendices and all Addenda, not in conflict with foregoing; and
- 7. the Design-Builder's Qualification Statement and Proposal, to the extent not in conflict with the foregoing.
- B. Nothing in the Contract Documents shall be construed to create a contractual relationship between the City and a Subcontractor, Supplier, Lower Tier Subcontractor or Supplier or a person or entity other than the City and Design-Builder.
- 1. The Contracting Requirements and the General Requirements contain information necessary for completion of every part of the Project and are applicable to each section of the Specifications. Where items of Work are performed under subcontracts, each item shall be subject to the Contracting Requirements and General Requirements.

# 1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. The Contract Documents will be construed in accordance with the laws of the State of California, the City's Charter and Administrative Code, and applicable building codes and statutes of the city and/or county where the Project is located.
- B. The intent of the Contract Documents is to describe and provide for a functionally complete and operational Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. All Work, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Sum or Contract Time.
- C. Arrangement and titles of Drawings, and organization of the Specifications into Divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate its Work in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work in accordance with the Contract Documents. The City assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The City assumes no responsibility to act as arbiter to establish subcontract limits between portions of the Work.
- D. In interpreting the Contract Documents, words describing materials or Work with a well-known technical or trade meaning, unless otherwise specifically

defined in the Contract Documents, shall be construed in accordance with such well-known meaning.

- E. The Criteria Package and the Drawings set forth the standard for workmanship and material for the Work. Where necessary, and where reasonably inferable from the Drawings, Design-Builder shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be submitted to the City for approval. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.
- F. In the event of a conflict in the Contract Documents regarding the quality of a product, Design-Builder shall request Clarification from the City as provided in Paragraph 6.02 before procuring said product or proceeding with the Work affected thereby.
- G. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is shown in diagrams and symbols to illustrate the relationships existing between the parts of the Work; all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. If rerouting, i.e. relocating a duct, pipe, conduit or similar utilities from the indicated room or space to another room or space to avoid structural interferences, results in a total linear footage which exceeds 125% of the indicated route if the structural interferences did not exist, then Design-Builder will be compensated for the amount in excess of 125% under the provisions for Change Orders of Article 6. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work; shall be performed in such sequence and manner as to avoid conflicts; shall provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment; shall obtain maximum headroom; and shall provide adequate clearances as required for operation and maintenance, and as required by the San Francisco Building Code or Code of other public authority having jurisdiction.
- H. Unless otherwise indicated in the Contract Documents, the Drawings shall not be scaled for dimensions when figured dimensions are given, or when dimensions could be calculated or field measured. When a true dimension cannot be determined from the Drawings or field measurement, Design-Builder shall request promptly the same from the City and shall obtain a Clarification or written interpretation from the City before proceeding with the Work affected thereby.
- I. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

- J. When there is a conflict between existing on-Site conditions and information indicated on the Drawings, other than Differing Conditions as defined in Paragraph 3.05, the existing condition shall govern. Design-Builder shall perform the Work and adjust to the existing condition at no additional cost to the City, provided Design-Builder should have known of such conflicts based on its reasonable investigation of the Site prior to submitting its Bid in accordance with the requirements of Section 00 21 13.
- K. All references in the Contract Documents to satisfactory, sufficient, reasonable, acceptable, suitable, proper, correct, or adjectives of like effect shall be construed to describe an action or determination of the City Representative for the sole purpose of evaluating the completed Work for compliance with the requirements of the Contract Documents and conformance with the intent as expressed in subparagraph 1.03B. Such determinations of the City Representative shall be final and conclusive.

#### 1.04 AMENDMENT OF CONTRACT DOCUMENTS

- A. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) Change Order, (ii) Modification, or (iii) Unilateral Change Order.
- B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways: (i) a Field Order; (ii) a Clarification, written interpretation or other bulletin issued by the City; or (iii) the City's review and acceptance of a shop drawing or sample in accordance with Paragraph 2.01.

# 1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS

- A. The Contract Documents are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between Contractor and the City that should there be any conflict between the terms of the Contract Documents and the Bid submitted by Contractor, the Contract Documents shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with the Contract Documents.
- B. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail (listed in order of highest to lowest precedence):
- 1. Modifications, Change Orders, and Unilateral Change Orders in inverse chronological order, and in same order as specific portions they are modifying.
  - 2. Written Clarifications and Field Orders.

- 3. Executed Agreement.
- 4. Addenda.
- 5. the Criteria Package, Technical Specifications, including all appendices, and Design Criteria Drawings.
  - 6. The Supplementary Conditions.
  - 7. These General Conditions.
  - 8. General Requirements (Division 01).
  - 9. Other Contracting Requirements.
  - 10. The approved Construction Documents.
  - 11. Proposal or Bid Documents.
- C. With reference to the Drawings the order of precedence shall be as follows (listed in order of highest to lowest precedence):
- 1. Written numbers over figures, unless obviously incorrect.
- 2. Figured dimensions over scaled dimensions.
- 3. Large-scale Drawings over small-scale Drawings.
- 4. Schedules on Drawings or in Project Manual over conflicting information on other portions of Drawings.
- 5. Detail Drawings govern over general Drawings.
- 6. Drawing with highest revision number prevails.

#### 1.06 REUSE OF CONTRACT DOCUMENTS

A. The Contract Documents were prepared for the Work of this Contract only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the City. Any unauthorized use of the Contract Documents is at the sole liability of the user.

# ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS

### 2.01 ADMINISTRATION OF THE CONTRACT

- A. The City shall administer the Contract as described in the Contract Documents. Reference is made to Division 01 for administrative requirements and procedures.
- B. The Department Head will designate in writing an authorized representative with limited authority to act on behalf of the City. The City may at any time during the performance of this Contract make changes in the authority of any representative or may designate additional representatives in accordance with the City's Charter and codes. These changes will be communi-

cated to Design-Builder in writing. Design-Builder assumes all risks and consequences of performing work pursuant to any order, including but not limited to instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

C. The review, approval, or other action taken by the City upon Design-Builder's Design Submittals shall apply only as to whether the design, drawings and specifications are in conformance with the intent and requirements of the Criteria Package. The review, approval, or other action taken by the City upon Design-Builder's Construction Submittals shall be for strict compliance with the Construction Documents. The City's action will be taken with such reasonable promptness provided that the City shall be provided a reasonable time, as set forth in the General Requirements, to permit adequate review. Such actions by the City shall in no way relieve Design-Builder from its responsibility to complete a fully functional and operational project, nor from providing all labor, equipment, and materials in accordance with the requirements of the Contract Documents necessary for the proper and timely execution of the Work. Should the City request a change that affects the cost or time of performance to a Design-Builder's Submittal that was previously approved by the City, and the Submittal conforms to the requirements of the Criteria Package or incorporates deviations from the Criteria Package specifically approved by the City, Design-Builder may submit a Claim in accordance with Article 13. Design-Builder shall be responsible to provide engineering or other costs necessary to prepare the Submittals and obtain approvals required by the Contract Documents from the City or other authorities having jurisdiction. The City is not precluded, by virtue of approving a change in the requirements of the Criteria Package, from obtaining a credit for construction cost resulting from allowed concessions in the Work or materials therefor.

#### 2.02 INFORMATION AND SERVICES

- A. The City will make the Site available to Design-Builder so that the Design-Builder can inspect the Site and perform the Work.
- B. The City's survey information, such as monuments, property lines, and reports describing physical characteristics, legal limitations and utility locations for the Site are available as Reference Documents.
- C. The City shall apply and pay for the building permit if required for the Work and shall pay all permanent utility service connection fees. All other permits, easements, approvals, temporary utility charges, and other charges required for construction shall be secured and paid for by Contractor in accordance with Paragraph 3.08.
- 1. The City's responsibility with respect to certain inspections, tests, and approvals is set forth in Article 8.

### 2.03 RIGHT TO STOP THE WORK; CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT

- A. The City may order Design-Builder to stop the Work, or a portion thereof, until the cause for such order has been eliminated. Any such order to stop the Work shall be in writing, provide Contractor with an effective date for stopping Work, and shall be signed by the City Representative. Unless otherwise agreed to by the City, Design-Builder shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of any such order to stop the Work.
- B. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Design-Builder or other person or entity.
- C. Reasons for ordering Design-Builder to stop the Work, or a portion thereof, include but are not limited to the following:
- Design-Builder fails to correct Work which is not in accordance with the requirements of the Contract Documents; or
- 2. Design-Builder fails to carry out Work in accordance with the Contract Documents; or
- 3. Design-Builder disregards the authority of the authorized City Representative; or
- 4. Design-Builder disregards the laws and regulations of a public body having jurisdiction over the Project; or
- 5. Design-Builder violates in any substantial way any provisions of the Contract Documents; or
- 6. Design-Builder fails to maintain current certificates of insurance on file with the City; or
- 7. original Contract Work is proceeding but will be modified by a pending Change Order.
- D. In the event that Design-Builder (i) fails to maintain current certificates of insurance on file with the City; (ii) commits criminal or unlawful acts; (iii) creates safety hazards; or (iv) commits acts or creates conditions that would have an immediate adverse impact on the well-being of the Project, the City, the public, and/or Design-Builder's employees, the City shall have the right to order Design-Builder to stop the Work immediately, without prior notice.

### 2.04 RIGHT TO CARRY OUT THE WORK

A. In the event that Design-Builder fails to carry out the Work in accordance with the Contract Documents and fails to promptly correct or prosecute the Work within a 3-day period following a written notice of a deficiency from the City, or other such period as may be specified elsewhere in the Contract Documents, the City may, without prejudice to other remedies the City may have, correct such deficiencies.

B. In such case the City will deduct all costs of such corrections, including the costs of City staff and consultants, from amounts due Design-Builder. If funds remaining under the Contract are not sufficient to cover the costs of such corrections, Design-Builder shall reimburse the City.

# 2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK

A. By executing this Contract, Design-Builder agrees that the City has the right to do any or all of the following, which are reasonable and within the contemplation of the parties: (i) order changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) issue changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) issue changes due to Unforeseen or Differing Conditions; (iv) suspend the Work, or parts thereof, or limit access to portions of or all of the Work, for the convenience of the City or in the interests of the Project; and (v) delay or disrupt the Work due to failure of the City to timely perform any contractual obligation.

### 2.06 **AUDIT**

- A. The City shall have the right to examine, copy and audit all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, estimates, records, contracts, escrow bid documents, bid cost data, proposal documents, schedules, subcontracts, job cost reports, correspondence, and other data, including computations and projections, of Design-Builder, Subcontractors, Lower-Tier Subcontractors and Suppliers related to bidding or proposing, negotiating, pricing, or performing the Work covered by: (i) a Change Order Request; (ii) Force Account Work; or (iii) a Contract Claim. In the event that Design-Builder is a joint venture, said right to examine, copy and audit shall apply collaterally and to the same extent to the records of the joint venture sponsor, and those of each individual joint venture member.
- B. Upon written notice by the City, Design-Builder immediately shall make available at its office at all reasonable times the materials noted in subparagraph 2.05A for examination, audit, or reproduction. Notice shall be in writing, delivered by hand or by certified mail, and shall provide not fewer than five-days' notice of the examination and/or audit. The City may take possession of the records and materials noted in subparagraph 2.05A by reproducing documents for off-site review or audit. When requested in the City's written notice of examination and/or audit, Design-Builder shall provide the City with copies of electronic documents and electronically stored information in a reasonably usable format that allows the City to access and analyze all such documents and information. For

documents and information that require proprietary software to access and analyze, Design-Builder shall provide the City with two licenses with maintenance agreements authorizing the City to access and analyze all such documents and information.

- C. The City has sole discretion as to the selection of an examiner or auditor and the scope of the examination or audit.
- D. The City may examine, audit, or reproduce the materials and records under this Paragraph from the date of award until three years after final payment under this Contract.
- E. Failure by the Design-Builder to make available any of the records or materials noted in subparagraph 2.05A or refusal to cooperate with a notice of audit shall be deemed a material breach of the Contract and grounds for Termination For Cause.
- F. Design-Builder shall insert a clause containing all the provisions of this Paragraph in all subcontracts of Subcontractors, Lower-Tier Subcontractors and Suppliers for this Contract over \$10,000.

#### 2.07 NO WAIVER OF RIGHTS

- A. None of the following shall operate as a waiver of any provision of this Contract or of any power herein reserved by the City or any right to damages herein provided:
- 1. inspection by the City or its authorized agents or representatives; or
- 2. any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the Work by the City; or
  - 3. any extension of time; or
- 4. any position taken by the City or its authorized agents or representatives.

# 2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES

A. The City, its boards and commissions, and all of their officers, agents, members, employees, and authorized representatives shall have no liability to Contractor for any type of special, consequential or incidental damages arising out of or connected with Contractor's Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or rescission of the Work or this Contract, negligence or strict liability by the City, its boards and commissions, and their representatives, consultants or agents.

# ARTICLE 3 - DESIGN-BUILDER'S RESPONSIBILITIES

# 3.01 GENERAL DESIGN AND CONSTRUCTION RESPONSIBILITIES

- A. Design-Builder shall perform or furnish all design, construction and related services as set forth in the Contract Documents. Design-Builder shall provide all design and construction services necessary for receipt of all occupancy permits and authorizations to operate for a facility meeting or exceeding all design and specification requirements that have been agreed upon between the City and Design-Builder as set forth in the Criteria Package, including, but not limited to, compliance with all industry standards and all applicable codes and regulations. The City reserves the right to provide design or construction services to the Project through City forces, in which case there will be an equitable reduction in the Contract Sum, which amount shall accrue to the benefit of City. Design-Builder assumes responsibility for on-budget, on-schedule delivery of the Project regardless of its contractual agreements with parties other than City.
- B. Design-Builder shall provide the City, its employees, consultants, and other representatives, and representatives of other authorities having jurisdiction, with full cooperation in the performance of their duties and responsibilities related to the Work covered by the Agreement. Such cooperation may take the form of providing appropriate personnel to attend meetings, reviews, hearings, inspections, or similar project-related functions, and to provide documents as requested.

#### 3.02 DESIGN PROFESSIONAL SERVICES

- A. This Paragraph 3.02 sets forth basic Design Professional services to be provided by Design-Builder for the Project. Refer to the Agreement (Section 00 52 00) and Section 01 11 00 for additional project-specific requirements.
- B. All design Work for the Project shall be performed by Design Professional(s) who are licensed in the State of California and have the necessary expertise and experience required to prepare such design documents to permit Design-Builder to complete the Project 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.
- 1. All design work shall be performed and stamped by licensed architects or engineers, as appropriate.
- C. Such Design Professional(s) shall be vested with the authority to act on behalf of Design-Builder in all matters relating to design or supervision of construction of that Item(s) of which he or she is responsible. Design-Builder's Design Professional(s) may be replaced only with the approval of the City.
- D. The standard of care for all design services performed or furnished under the Agreement will be the

care and skill ordinarily used by members of the engineering or architectural professions practicing under similar conditions, for projects of similar size and complexity, at the same time and locality. Notwithstanding the above, in the event that the Contract Documents specify that portions of the Work be performed in accordance with specific performance standards, the design services shall be performed so as to achieve such specific standards.

- E. Design-Builder shall require its Design Professional(s) to be responsible without limitation for the following:
- Consult with authorized employees, agents and representatives of the City relative to the City's requirements for the design and construction of the Proiect.
- 2. Before undertaking each part of the Work, review the Contract Documents, including the Criteria Package, 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. Design-Builder shall notify the City in writing promptly as specified in Paragraph 6.02 upon discovery of any conflict, error, fault, ambiguity, discrepancy, or defect, and the City will issue a Clarification or RFI reply, as appropriate, as to the procedure to be followed.
- Provide additional surveys, studies, investigations, reports 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 Schematic Design and Construction Documents necessary for Design-Builder to construct and interface the Item(s) in complete conformance with the intent and performance requirements of the Contract Documents.
- a. Design and Construction Documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents. Construction Documents shall be submitted to the City for review and acceptance prior to Design-Builder initiating permit or construction activities based on such Construction Documents.
- b. The City's review, approval or acceptance of Design and Construction Documents submitted by Design-Builder shall neither release Design-Builder 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, nor transfer any design liability from Design-Builder to City.
- c. All Design and Construction Documents, including CADD and/or other electronic files prepared by Design-Builder's Design Professionals, and all other documents prepared by Design-Builder or

- its Subconsultants in connection with Design Professional services, shall be made and remain the property of the City, except as otherwise provided herein; provided, however, the Design-Builder shall be entitled to one reproducible copy thereof, made at Design-Builder's expense. Design-Builder will provide the City with software that will allow the City to view the CADD or other electronic files. The ability to view the files is required; the ability to alter the files is not intended.
- d. The Design and Construction Documents will be prepared for the Work of the Agreement only. Any unauthorized use of the Design and Construction Documents is at the sole liability of the user. The City and Design-Builder may make and retain copies of the Design and Construction Documents for information and reference in connection with the use and occupancy of the Project by the City.
- 5. Provide to the City design data, technical criteria and assistance necessary for supporting, protecting, and incorporating into the Project the Item(s) 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 Commissioning, 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 processes and procedures for operation, maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.
- F. Design-Builder shall be wholly responsible for all engineering and design of all Items required to be designed by Design-Builder regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Design-Builder or its Designer.
- G. At all times during the design of the project, the City and its representatives shall have full access to design documents and design meetings.
- H. If, in connection with the Design Professional services performed under the Agreement, Design-Builder or its Subconsultants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Design-Builder under the Agreement are not works for hire under U.S. law, Design-Builder

hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Design-Builder may retain and use copies of such works for reference and as documentation of its experience and capabilities.

# 3.03 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS

- A. The Contract Documents are not complete in every detail but show the purpose and intent only, and Design-Builder shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity which appear in the Contract Documents, instructions or work performed by others.
- B. Design-Builder shall verify all dimensions and determine all existing conditions that may affect its Work adequately in advance of the Work to allow for resolution of questions without delaying said Work, and Design-Builder shall be responsible for the accuracy of such dimensions and determinations.
- C. Design-Builder shall carefully review the appropriate portions of the Contract Documents a minimum of 30 days in advance of the Work to be executed for the express purposes of checking for any manifest errors, omissions, discrepancies or ambiguities. Design-Builder shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by Design-Builder's untimely review of the Contract Documents.
- D. Design-Builder shall notify the City in writing promptly as specified in Paragraph 6.02 upon discovery of errors, omissions, discrepancies or ambiguities, and the City will issue a Clarification or RFI reply as to the procedure to be followed. If Design-Builder proceeds with any such Work without receiving such Clarification or RFI reply, it shall be responsible for correcting all resulting damage and Non-conforming Work.
- E. Design-Builder shall be responsible for its costs and the costs of its Subcontractors to review Contract Documents and field conditions and to implement and administer a Request for Information (RFI) system throughout the Contract Time in accordance with the requirements of Division 01. Design-Builder shall be responsible for costs incurred by the City for the work of the City's consultants and City's administrative efforts in answering Design-Builder's RFIs where the answer could reasonably be found by reviewing the Contract Documents.
- F. Prior to start of Work, Design-Builder and the City Representative shall visit the site and adjacent properties as necessary to document existing conditions. Contractor shall document these conditions and shall submit prior to the start of Work a complete report of existing conditions determined by the site survey as indicated in Division 01.

#### 3.04 SUPERVISION OF THE WORK

- A. Unless there are specific provisions in the Contract Documents to the contrary, Design-Builder shall be solely responsible to fully and skillfully supervise and coordinate the Work and control the construction means, methods, techniques, sequences and procedures. Design-Builder shall be solely responsible for Design-Builder's failure to carry out the Work in accordance with the Contract Documents and for the acts or omissions of Design-Builder, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. Design-Builder is solely responsible for maintaining safe conditions on the site at all times, in accordance with Article 12.
- B. Design-Builder shall supervise and coordinate the Work of its Subcontractors so that information required by one will be furnished by others involved in time for incorporation into the Work in the proper sequence and without delay of materials, devices, or provisions for future Work.
- C. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or contractors, then Design-Builder shall require the Subcontractor to:
- 1. coordinate its Work with the dependent work;
- 2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements:
- 3. supply and install items to be built into dependent work of others;
- 4. make provisions for dependent work of others;
- examine dependent drawings and specifications and submittals;
- 6. examine previously placed dependent work;
- 7. check and verify dependent dimensions of previously placed work;
- 8. notify Design-Builder of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and
- 9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.
- D. Design-Builder shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the City in accordance with the terms of this Contract, but nothing herein contained shall be taken to relieve Design-Builder of any of its obligations or liabilities under this Contract, or of performing its required detailed direction and supervision.
- E. Design-Builder shall at all times permit the City, its agents and authorized representatives to: (i) visit

and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject if the Work does not conform to the requirements of the Contract Documents. This obligation of Design-Builder shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the City as set forth in Article 8.

- F. Whenever Design-Builder desires to perform Work outside regular working hours, Design-Builder shall give notice to the City of such desire and request and obtain the City's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the City may make the necessary arrangement for testing and inspection.
- G. If Design-Builder receives a written notice from the City that a Clarification is forthcoming from the City, all Work performed before the receipt of the Clarification shall be coordinated with the City to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the City's written notice but before receipt of the Clarification and not so coordinated shall be at Design-Builder's risk.
- H. During all disputes or disagreements with the City, Design-Builder shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and Design-Builder may otherwise agree in writing.

### 3.05 UNFORESEEN OR DIFFERING CONDITIONS

- A. Consistent with 7104 of the California Public Contract Code, if any of the following conditions are encountered at the Site, Design-Builder shall promptly, and before such conditions are disturbed, notify the City in writing.
- 1. Material that Design-Builder believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing I aw.
- 2. Subsurface or latent physical conditions at the Site differing materially from those indicated by information about the Site made available to proposers prior to the deadline for submitting bids.
- Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents.
- B. Design-Builder's written notice shall include the following information concerning such conditions: (i) location; (ii) nature and extent; (iii) a description of how such conditions affect the Work; (iv) recommended

methods to overcome such conditions; (v) the baseline conditions described in the Contract Documents that formed the basis of Contractor's expectations regarding the conditions that would be encountered; and (vi) the results of any testing, sampling, or other investigation conducted by Contractor.

- C. Differing Conditions shall not include:
- All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
  - 2. All that could be seen on Site;
- Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
- Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
- D. The City will promptly investigate the conditions reported in Design-Builder's written notice, and will issue a written report of findings to Contractor.
- E. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the City's investigation of potential Differing Conditions.
- F. Only if the City determines, in its sole and reasonable discretion, that the conditions reported do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Design-Builder's cost or time required to perform all or part of the Work, will the City issue a Change Order as provided in Article 6 of these General Conditions. If the City determines that a differing condition exists, Design-Builder shall promptly submit a Cost Proposal and/or a Time Adjustment Proposal, as appropriate, per Article 6 to facilitate the timely negotiation and execution of a Change Order.
- G. If Design-Builder disagrees with the City's determination, and wishes to pursue an adjustment to the Contract Sum and/or Contract Time, Contractor must timely submit a written Notice of Potential Claim to the City as provided in Paragraph 13.03 of these General Conditions. Contractor's Notice of Potential Claim must include the information required by Paragraph 13.02, and must also identify the Escrow Bid Documents that formed the basis of Contractor's Bid to perform the Work affected by the alleged differing condition. In the event of such disagreement, Design-Builder shall proceed with all Work to be performed under the Contract Documents, and shall not be excused from any scheduled completion date provided for by the Contract Documents.
- H. Failure by Design-Builder to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site

conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Design-Builder for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions

# 3.06 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS

- A. Design-Builder shall at all times be represented at the Site by Design-Builder's competent project manager or superintendent whom it has authorized in writing to make decisions and receive and carry out any instructions given by the City. Design-Builder will be held liable for the faithful compliance with such instructions. Prior to the issuance of Notice to Proceed, Design-Builder shall inform the City in writing of the names, addresses and telephone numbers of its key personnel whom it has authorized to act as its representatives at the Site and who are to be contacted in case of emergencies at the Site during non-working hours, including Saturdays, Sundays and holidays. If Design-Builder is a joint venture, it shall designate only one such representative.
- B. The City reserves the right to reject Design-Builder's project manager, general construction super-intendents, project coordinators, and foremen at any time for cause as provided in subparagraph 3.07A. The City shall be given written notice of, and shall have the right to approve, replacement of Design-Builder's project manager, superintendents and foremen.
- C. In the event that the Design-Builder proposes to substitute a key team member during the performance of the Contract, Design-Builder shall submit to the City Representative, at least seven days prior to engaging the person, an Experience Statement form (Section 00 49 12) for the City's review and acceptance. Any proposed substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects as set forth in the RFP or bid documents for the project. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may issue an order to stop the work under Paragraph 2.03 until such time as the Design-Builder engages persons possessing skills and qualifications acceptable to the City.

### 3.07 LABOR, MATERIALS AND EQUIPMENT

A. Design-Builder shall employ only competent and skillful persons to perform the Work, and shall at all times maintain good discipline and order at the Site. Upon the City's notification Design-Builder shall discharge from the Work and replace at no additional cost to the City an employee, Subcontractor or Supplier used on the Work who, in the City's sole judgment: (i) is incompetent, obnoxious, or disorderly; or (ii) has intimidated or sexually harassed a City employee, agent or member of the public; or (iii) is refusing to carry out the provisions of the Contract.

- B. In order that the City can determine whether Design-Builder has complied or is complying with the requirements of the Contract which are not readily enforceable by inspection and test of the Work and materials, Design-Builder shall upon request submit properly authenticated documents or other satisfactory proof of its compliance with such requirements.
- C. Before ordering materials, equipment, or performing Work, Design-Builder shall verify indicated dimensions in a timely fashion by taking field measurements required for the proper fabrication and installation of the Work as specified in Paragraph 3.03. If a discrepancy exists, Design-Builder shall notify the City immediately and request the City to clarify the intended design. Upon commencement of a particular item of Work, Design-Builder shall be responsible for dimensions related to such item of Work.
- D. All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with the requirements of the Contract Documents. Design-Builder shall store packaged materials and equipment to the Site in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use. Design-Builder shall deliver materials and equipment in ample time to facilitate inspection and tests prior to installation.
- E. Unless otherwise specified in the Contract Documents, Design-Builder shall provide and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, field offices, storage facilities and incidentals necessary for the performance, testing, start-up and completion of the Work in accordance with Division 01.
- F. In the event that Division 01 does not require a field office for the City Representative, Contractor shall provide adequate separate sanitary facilities at the Site for the City Representative.

#### 3.08 PERMITS, FEES AND NOTICES

- A. Design-Builder shall pay all utility charges for temporary connections to the Work.
- B. Unless otherwise provided in the Contract Documents, Design-Builder shall secure and pay for all permits (other than the building permit), governmental fees (other than permanent utility service connection fees), licenses, and inspections (other than inspections which are to be performed at the expense of the City as provided in Article 8) necessary for proper execution and completion of the Work. Refer to Section 00 73 01 Permits and Agreements.
- Design-Builder shall coordinate and obtain all permits prior to starting Work for which permits are required.

- 2. The City will reimburse Design-Builder for reasonable costs incurred for obtaining permits that are not specified in the Contract Documents to be obtained at Design-Builder's expense.
- C. Pursuant to section 832 of the California Civil Code, Design-Builder shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities that relate to performance of the Work.
- D. Design-Builder shall secure all permits and pay all applicable permit fees prior to performing excavation in the public right of way. Design-Builder shall timely deliver, post and maintain all notices required by such permits. Design-Builder shall be solely responsible for coordinating and performing its excavation and street restoration operations in accordance with the conditions of such excavation permits and applicable regulations. Should delays or damages be caused by Design-Builder's failure to coordinate or comply with the conditions of such excavation permits, Design-Builder shall pay all costs, assessments, fines, and penalties resulting therefrom.
- E. If Design-Builder observes that portions of the Contract Documents are at variance with the Code or other applicable laws, statutes, ordinances, rules and regulations, Design-Builder shall promptly notify the City in writing. If the City determines that changes to the Contract Documents are necessary to comply with such laws, statutes, ordinances, rules or regulations, the City will make necessary changes to the Contract Documents by appropriate amendment.
- F. If Design-Builder performs Work it knows, or reasonably should have known, to be contrary to the Code or other applicable laws, statutes, ordinances, and rules and regulations without written notice to the City, Design-Builder shall assume responsibility for such Work and shall bear all costs of correction.
- G. Design-Builder shall keep the permits, an approved set of Drawings and Specifications, and a copy of the Code at the Site readily available for inspection during regular working hours throughout the Contract Time.
- H. Design-Builder shall coordinate all required inspections and special inspections with the appropriate agency having jurisdiction. Design-Builder shall notify the City Representative in accordance with Article 8, so that the appropriate City representatives and inspectors will be present at these inspections.
- I. Design-Builder shall be responsible for preparing and submitting for approval to the appropriate agency having jurisdiction all shop drawings, product data, and manufacturer's certificates as may be required under the conditions of applicable permits.
- J. Design-Builder shall submit to the City Representative as a condition precedent to Final Completion signed permit documents including, but not limited to, job cards, permit applications, permit Drawings, and certificates of occupancy.

#### 3.09 RECORD DOCUMENTS

- A. Design-Builder shall maintain at the Site a current record copy of all Contract Documents including, but not limited to, Drawings, Specifications, Addenda, Change Orders, RFIs, Clarifications, Field Orders, and approved shop drawings, samples and other submittals, in good order and clearly marked to record accurately the Work as actually constructed ("as-built"), including changes, adjustments, and other information relative to the Work as actually constructed, all in accordance with the Specifications. Additionally, record documents shall conform to the requirements specified in Division 01.
- B. Design-Builder shall furnish on a monthly basis the aforesaid record documents for the City to review and determine their sufficiency in conforming to the requirements set forth in subparagraph 3.09A. The City shall have the right to withhold 25 percent of progress payments due Design-Builder until Design-Builder has complied with this Paragraph 3.09.
- C. Record documents shall be available for inspection by the City at all times and shall be delivered to the City prior to Substantial Completion.

#### 3.10 DESIGN-BUILDER'S DAILY REPORT

- A. Design-Builder shall complete, and submit to the City on the next day, consecutively numbered daily construction reports in accordance with Division 01.
- B. In addition, whenever Force Account Work is in progress, Design-Builder shall complete and submit to the City detailed written daily Force Account Work reports as provided under Paragraph 6.07.

#### 3.11 PROGRESS AND SUBMITTAL SCHEDULES

- A. At the Pre-Construction Conference, Design-Builder shall submit to the City for review a 60-day bar chart type Plan of Operation as required by Division 01.
- B. Prior to commencing Work for the Construction Phase or as otherwise specified in Division 01, Design-Builder shall submit to the City for review the following schedules:
- 1. Baseline Schedule. A cost-and-resource-loaded base line construction schedule for the Work which shall use, unless otherwise specified in Division 01, the critical path method (CPM), activity on arrow or precedence diagramming method, as outlined in the Associated General Contractors publication "The Use of CPM in Construction," and shall indicate the times (number of days or dates) for starting and completing the various stages of the Work, including all milestones and special constraints specified in the Contract Documents; and
- 2. Submittal Log. A submittal log, coordinated with the progress schedule in accordance with the requirements of Division 01, listing all submittals required by the Contract, the specific Contract Document reference, and indicating the times for submitting.

- C. Unless specified elsewhere in the Contract Documents, within 10 days after submittal, the City and Design-Builder shall meet to review for acceptability to the City the schedules submitted under subparagraph 3.11A. Design-Builder shall have an additional 5 days to make corrections and adjustments and to complete and resubmit the schedules.
- D. No progress payments will be made to Design-Builder until the Baseline Schedule is submitted and accepted by the City.
- E. Design-Builder shall adhere to the Baseline Schedule accepted by the City in accordance with subparagraph 3.11C and as may be adjusted during the performance of the Work in accordance with the Contract Documents. Design-Builder shall submit to the City for acceptance proposed revisions or adjustments in the base line construction schedule. Proposed adjustments in the base line construction schedule that will change the Contract Times shall be submitted to the City in accordance with Paragraph 7.02.
- F. Acceptance of base line construction and submittal schedules by the City will neither impose on the City responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Design-Builder from its full responsibility therefor.
- G. Design-Builder shall submit a monthly progress schedule update as a condition precedent to making an Application for Payment as set forth in Paragraph 9.03 and Division 01. All updates shall be submitted to the City for the City's acceptance; if rejected, Design-Builder shall correct and resubmit updates to the satisfaction of the City before a pending application for payment is approved.
- 1. Each progress schedule update shall continue to show all Work activities including those already completed and those of changed Work.
- Each progress schedule update shall accurately reflect "as-built" information by accurately indicating the dates activities were actually started and completed and the actual percent complete of activities.
- 3. Design-Builder's submission of progress schedule updates, reports, curves or narratives, or the City's acceptance of such progress schedule updates, reports, curves or narratives, shall not amend or modify, in any way, the Contract Time or milestone dates or modify or limit, in any way, Design-Builder's obligations under this Contract.
- 4. Design-Builder waives its rights to time extensions based on changed Work if Design-Builder has failed to meet its obligations to provide monthly schedule updates as specified herein.
- H. Early Completion Schedule: If Design-Builder submits a base line schedule that shows a completion time that is earlier than the Contract Time, the "float" shall belong to the Project. Design-Builder shall not be

entitled to a compensable time extension for any Change Order or Unilateral Change Order that causes the early completion date to be extended within the "float."

# 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Design-Builder proposes to conform to the information given and the design concept expressed in the Contract Documents.
- B. Design-Builder shall review, approve, stamp, and submit to the City as specified in Division 1 shop drawings, product data, samples and similar submittals required by the Contract Documents in accordance with the accepted submittal schedule. Submittals made by Design-Builder that are not required by the Contract Documents may be returned without action.
- C. By approving and submitting shop drawings, product data, samples and other submittals, Design-Builder represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals for conformance to the Contract Documents and for coordination of the Work indicated in the submittal and with adjacent work.
- D. Design-Builder shall not perform any portion of the Work requiring submittal and review of shop drawings, product data, samples and other submittals until the respective submittal has been received, reviewed and approved or received, reviewed and accepted by the City and returned to Design-Builder. Such Work shall be in accordance with approved/accepted submittals. Design-Builder is solely responsible for delays or disruptions to the Work caused by inadequate, uncoordinated, incorrect or late submittals.
- E. Where a shop drawing or sample is required by the Contract Documents, related Work performed prior to the City's review and approval of the pertinent submittal shall be at the sole expense, risk and responsibility of Design-Builder.
- F. The review, acceptance, approval, or other action taken by the City upon Design-Builder's submittals such as shop drawings, product data, samples and other submittals, shall apply to general design concepts only, and shall in no way relieve Design-Builder from its responsibility to notify the City of errors or omissions therein in accordance with Paragraph 3.03, nor from providing all labor, equipment, and materials in accordance with the requirements of the Contract Documents necessary for the proper execution of the Work. The City's action will be taken with such reasonable promptness provided that the City shall be provided a reasonable time, as set forth in Division 01, to permit adequate review. Approval/acceptance of submittals shall not affect the Contract Sum, and additional

costs that may result there-from shall be solely Design-Builder's obligation. Design-Builder shall be responsible to provide engineering or other costs necessary to prepare the submittals and obtain approvals required by the Contract Documents from the City or other authorities having juris-diction. The City is not precluded, by virtue of such approvals/acceptances, from obtaining a credit for construction cost resulting from allowed concessions in the Work or materials therefor.

- G. Design-Builder shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of shop drawings, product data, samples and other submittals unless Design-Builder has specifically informed the City in writing, attached to the submittal, of such deviation at the time of submittal and the City has given written approval to the specific deviation.
- 1. Deviations shall also be indicated clearly and boldly on such shop drawing, product data, sample or related submittal.
- 2. For resubmitted shop drawings, product data, samples and other submittals, Design-Builder shall direct specific attention, by written attachment, to revisions other than those requested by the City on previous submittals.
- H. Design-Builder shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the City's approval thereof.

### 3.13 SUBSTITUTIONS

A. Pursuant to section 3400 of the California Public Contract Code, Design-Builder shall submit for approval to the City a properly completed Request for Substitution (refer to Section 00 49 18) for each material, product, thing, or service that it proposes to substitute in place of, and as the equal, of a material, product, thing, or service specified in the Contract Documents or Criteria Package by trade name or by the names of any particular patentee, manufacturer or dealer. Failure to submit said Request for Substitution form within the period specified in Section 00 49 18 will be deemed adequate and reasonable grounds for refusal by the City to consider any subsequent proposed substitutions.

B. The requirements for obtaining approval of substitutions shall be as specified in Division 01.

#### 3.14 USE OF SITE

- A. Design-Builder shall confine its operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.
- B. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed

solely within the boundaries described in the Contract Documents. Design-Builder shall coordinate with the City to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Design-Builder shall obtain all such permits, rights-of-way and easements at no cost to the City.

- C. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Design-Builder shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.
- D. Design-Builder shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Design-Builder subject part of the Work or adjacent property to stresses or pressures that will endanger it.
- E. Design-Builder shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

## 3.15 ACCESS TO WORK

A. During the performance of the Work, the City and its authorized representatives, including City consultants performing necessary project-related functions on behalf of the City (e.g., construction management personnel and design professionals), or other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, may at any time, and for any purpose, enter upon the Work, the shops where any part of such Work may be in preparation, the facilities where any part of the Work may be in storage, or the factories where any materials for use in the Work are being, or are to be, manufactured. Contractor shall not require City personnel or City consultants performing necessary project-related functions on behalf of the City to sign visitor hold harmless agreements or similar agreements requiring the signatory to defend, hold harmless and/or indemnify Design-Builder for claims arising out of or relating to the Work, the Project, or the Site.

#### 3.16 CUTTING AND PATCHING

A. Design-Builder shall be responsible for performing, in accordance with the requirements of the Specifications, all cutting, fitting, and patching of the Work that may be required to make all parts fit together or to receive the work of other contractors shown on, or reasonably implied by, the Contract Documents for the completed Work.

B. Design-Builder shall not damage or endanger a portion of the Work, or fully or other partially completed construction of the City or separate contractors, by excavation or by cutting, patching or otherwise altering such construction. Design-Builder shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City. Design-Builder shall not withhold from the City Design-Builder's consent to cut or otherwise alter the Work.

#### 3.17 CLEANING UP AND REMOVING DEBRIS

- A. Design-Builder shall keep the Site and surrounding area, including public areas immediately adjacent to the Site such as temporary pedestrian walkways and sidewalks, free from accumulation of excess materials, rubbish, graffiti, and debris.
- 1. Design-Builder shall perform such clean up and removal in accordance with the requirements of the Specifications.
- 2. Prior to Substantial Completion Design-Builder shall remove from and about the Site excess materials, rubbish, Design-Builder's tools, construction equipment, and machinery and shall perform final cleaning as specified in accordance with the requirements of the Specifications.
- 3. Removal and disposal of such excess materials, rubbish, and other debris shall conform to applicable laws and regulations.
- B. If Design-Builder fails to comply with Paragraph 3.17 or to clean up as provided in the Contract Documents, the City may do so and deduct the cost of such cleanup from the amount due Design-Builder under the Contract.
- C. Design-Builder shall salvage and deliver to the City removed equipment, appurtenances and other materials that are not reused in the Work and indicated by the City to be salvaged. Design-Builder shall remove from the Site as its property and dispose of in a legal manner all other equipment, appurtenances and other materials to be removed and not indicated to be salvaged or otherwise claimed by the City.

# 3.18 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION

- A. Design-Builder shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.
- B. Design-Builder shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

- C. To the fullest extent permitted by law, Design-Builder shall save, defend, hold harmless, and fully indemnify the City and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the City, or any of its officers, agents, members, employees, authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Design-Builder is not the patentee or assignee or does not have the lawful right to sell the same.
- 1. This indemnity provision is in addition to all other hold harmless and indemnity clauses in the Contract Documents, and shall survive Final Completion and termination of the Contract. The notice, cooperation and control of defense provisions set forth in Paragraph 3.21 shall apply to this intellectual property indemnity.
- D. If the City is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Design-Builder shall, at its sole expense and at no cost to the City, take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's sole expense and at no cost to the City, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.
- E. Subparagraphs 3.18C and 3.18D, above, shall not apply to any suit, claim or proceeding based on infringement or violation of a patent right, copyright, trademark, and/or other intellectual property right (i) arising from any unauthorized modifications to the Work by the City or its agents or (ii) arising from the combination of Work with any products or services not provided or recommended by Design-Builder where the combination is the basis for infringement.

### 3.19 WARRANTY

A. Design-Builder warrants and guarantees to the City that materials and equipment provided under the Contract shall be at least of the quality specified and new, unless otherwise required or permitted by the Contract Documents and if not quality is specified, then the materials and equipment shall be of commercial

grade, suitable for heavy public use in facilities of similar size and complexity; that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents.

- 1. Design-Builder additionally warrants manufacturers' product warranties: (1) for the Guarantee-to-Repair Period; and (2) for any duration that may be specified in the Contract Documents for any particular product.
- B. Design-Builder's warranty excludes damage or defects caused by abuse, modifications to equipment by the City and not authorized by Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear. Testing shall not be construed as operation.
- C. Design-Builder shall deliver warranties and guarantees conforming to the requirements of the Specifications to the City Representative prior to Final Completion.
- D. The warranty provisions of this Paragraph 3.19 are separate and additional to the provisions for correction of Non-conforming Work as specified in Article 8

### **3.20 TAXES**

A. Design-Builder shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening.

#### 3.21 INDEMNIFICATION

A. Consistent with California Civil Code section 2782, Design-Builder shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence willful misconduct of any person indemnified herein. Design-Builder's obligations under this Paragraph apply regardless of whether or not such claim, suit, action, loss or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this Contract, Design-Builder shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between Design-Builder and City or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Design-Builder will be for that entire portion or percentage of liability not attributable to the active negligence of City.

- 1. Design-Builder's defense, indemnity and hold harmless obligations shall extend to City Consultants (e.g., design professionals and construction managers) providing services under separate written agreement with the City covering any portion of the Project and designated as additional insureds in Article "Insurance for Others" of Section 00 73 16.
- 2. Design-Builder's defense, indemnity and hold harmless obligations shall not extend to the liability of a City Consultant designated as additional insured in Article "Insurance for Others" of Section 00 73 16 or its agents, employees or subconsultants arising out of, connected with or resulting from such indemnitee's own active negligence, errors or omissions or from (1) such indemnitee's preparation or approval of maps, plans, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) such indemnitee's issuance of or failure to issue directions or instructions provided that such issuance or failure to issue is the primary cause of the damage or injury.
- B. Design-Builder acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the Work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- C. The City and other indemnified parties specified in subparagraph 3.21A shall provide Design-Builder with prompt written notice after receipt of any claim, action or demand ("claim") made by a third party against the City and/or other indemnified party, provided, however, that no delay on the part of the City or other indemnified party shall relieve Design-Builder from any obligation hereunder. Design-Builder shall obtain the City's and other indemnified parties' consent for Design-Builder's choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within thirty (30) days after City or other indemnified party has given notice of the claim, and provided further that City and other indemnified parties may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Design-Builder and the City and/or other indemnified party conflict and counsel chosen by Design-Builder cannot, in City's or other indemnified parties' reasonable opinion, adequately represent Design-Builder, City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Design-Builder, otherwise, the cost and expense of

separate co-counsel retained by City and/or other indemnified party shall be borne by the City or other indemnified party, as applicable. Subject to Design-Builder's obligation to reimburse City's and other indemnified parties' costs of same, City and other indemnified parties will assist Design-Builder in the defense of the claim by providing cooperation, information and witnesses, as needed to the extent there is no material conflict of interest.

- 1. So long as Design-Builder has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Design-Builder will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Design-Builder and does not impose any obligation upon City and/or other indemnified party in connection with such judgment or settlement and Design-Builder obtains the full and complete release of City and/or other indemnified parties; and (ii) City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Design-Builder.
- 2. If Design-Builder does not assume and conduct the defense of claim as required above, (i) City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and City or other indemnified party need not consult with, or obtain any consent from, Design-Builder, and (ii) Design-Builder will remain responsible for any losses City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, of caused by the claim to the fullest extent provided in this Paragraph 3.21.
- D. Design-Builder's liability shall not be limited to the amount of insurance coverages required under the Contract Documents.
- E. In the event that Design-Builder and its insurance carrier(s) in bad faith refuse to negotiate and compensate a third party or parties for property damage or personal injuries which arise out of Design-Builder's performance of the Work, the City shall have the right to estimate the amount of damages and to pay the same, and the amount so paid shall be deducted from the amount due Design-Builder under this Contract, or an appropriate amount shall be retained by the City until all suits or claims for said damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect shall have been furnished to the City.
- F. The defense and indemnity obligations of this Paragraph shall survive Final Completion and termination of this Contract. Design-Builder's defense and indemnity obligations shall extend to claims arising after the Work is completed and accepted if the claims are directly related to alleged acts or omissions by Design-Builder that occurred during the course of the Work.

# 3.22 COMPLIANCE WITH LAWS; INDEMNIFICATION

- A. Design-Builder shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the City and other local agencies having jurisdiction over the Work, and all federal and state laws, regulations, orders or decrees in any manner affecting or applicable to the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect - Access Compliance. the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by Design-Builder and any and all persons, firms and corporations employed by or under it.
- C. As required by and in accordance with the procedures specified in Paragraph 3.21, Design-Builder shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims or liability arising from the violation of law, regulation, order or decree by Design-Builder or its Subcontractors or Suppliers of all tiers in connection with or resulting from performance of the Work.
- D. If the City incurs any fines or penalties because of Design-Builder's (or a Subcontractor's or Supplier's) failure to comply with a law, regulation, order or decree, the City may deduct the amount of the fine or penalty from the Contract Sum.
- E. Authorized persons may at any time enter upon any part of the Work to ascertain whether applicable laws, regulations, orders or decrees are being complied with. Design-Builder shall promptly notify the City Representative if a regulatory agency requests access to the job site or to records. Design-Builder shall provide the City Representative with a list of documents provided to the regulatory agency and enforcement actions issued against Design-Builder.
- F. No additional costs will be paid or extensions of time granted as a result of Design-Builder's compliance with this Paragraph 3.22.

# 3.23 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES

A. Design-Builder shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Design-Builder's performance of the Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the services under this Contract, and negligence or strict liability of Design-Builder. This limit of liability shall NOT, however, apply to, limit or preclude: (i) Design-Builder's obligation to pay Liquidated Damages as set forth in the Contract Documents; (ii) damages caused by Design-Builder's gross negligence, reckless conduct, willful acts or omissions. fraud or illegal or unlawful acts; (iii) Design-Builder's obligations to indemnify and defend the City and other indemnified parties as set forth in the General Conditions (Section 00 72 00); (iv) Design-Builder's liability for any type of damage to the extent such damage is required to be covered by insurance as specified in the Contract Documents; (v) wrongful death caused by Design-Builder; (vi) punitive or treble damages; (vii) Design-Builder's liability for damages expressly provided for in this Agreement, including without limitation statutory damages imposed by the City upon Design-Builder under the City Ordinances and Municipal Codes specified in this Agreement; and (viii) Design-Builder's warranties and guarantees under the Contract Documents.

### **ARTICLE 4 - SUBCONTRACTORS**

# 4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Under Section 1725.5 of the California Labor Code, all Subcontractors who bid or work on a public works project must register and pay an annual fee to the California Department of Industrial Relations. No unregistered Subcontractor, regardless of the dollar amount of subcontract work, may be awarded a contract for public work on a public works project. Design-Builder shall not employ a Subcontractor who does not maintain a current registration with the California Department of Industrial Relations.

B. Design-Builder shall not employ a Subcontractor, Supplier or other person or entity that the City has determined unqualified or non-responsible. The City may give written notice of such determination prior to award of the Contract or at any time during the Contract Time, and upon receipt thereof Design-Builder shall provide replacement with a qualified person or entity. The City shall have the right of approval and shall not be responsible for added costs to Design-Builder, if any, of employing such replacement person or entity.

#### 4.02 SUBCONTRACTUAL RELATIONS

A. Design-Builder shall have an appropriate written agreement specifically binding each Subcontractor or Supplier to Design-Builder by the applicable terms and conditions of the Contract Documents, in the same

manner Design-Builder is bound to the City. Each subcontract agreement shall preserve all rights of the City with regards to the Work to be performed by the Subcontractor or Supplier. All Subcontractors and Suppliers shall have similar agreements with Lower-Tier Subcontractor and Lower-Tier Suppliers. All Subcontractors and Suppliers shall be given copies of the contract documents to which the Subcontractor or Supplier will be bound, and upon written request of the Subcontractor or Supplier, shall have identified written terms and conditions of their proposed subcontract agreement that vary from the Contract Documents. Subcontractors and Suppliers shall fulfill the same requirements toward their respective proposed Lower-Tier Subcontractors and Lower-Tier Suppliers.

#### 4.03 ASSIGNABILITY OF SUBCONTRACTS

A. All subcontracts of Subcontractors and Lower-Tier Subcontractors and purchase agreements of Suppliers and Lower-Tier Suppliers shall provide that they are freely assignable to the City under the following conditions:

- 1. the City terminates the Contract for cause under provisions of Article 14:
  - 2. the City requests such assignment; and
- 3. the surety providing the performance bond for the Project fails to timely fulfill its obligations under the performance bond.
- B. The City will notify the Subcontractors, Lower-Tier Subcontractors and Suppliers in writing of those agreements the City wishes to accept.

#### 4.04 SUCCESSORS AND ASSIGNS

- A. Design-Builder shall constantly give its personal attention to the faithful prosecution of the Work. Design-Builder shall keep the Work under its personal control and shall not assign by power of attorney or otherwise, nor subcontract the whole or any part thereof, except as herein provided.
- B. All transactions with Subcontractors will be made through Design-Builder, and no Subcontractor shall relieve Design-Builder of any of its liabilities or obligations under the Contract.
- C. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, Design-Builder shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work at no added cost to the City.
- D. The Contract shall not be assigned except upon the approval of the City, in accordance with Administrative Code section 6.22(d).

# ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

# 5.01 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. Should the Contract Documents indicate that construction work, or work of any other nature, be performed by other contractors or other forces within or adjacent to the limits of Work, or be underway at the time the Work was advertised for Proposal or Bid, Design-Builder shall cooperate with all such contractors or forces to the end so as to avoid delay or hindrance to their work. The cost of such cooperation shall be considered as included in Design-Builder's Bid price and no direct or additional payment will be made therefor.
- B. The City reserves the right to perform other or additional work within or adjacent to the limits of Work at any time during the Contract by the use of other forces or contractors. If the performance of such other or additional work not indicated in the Contract Documents or underway at the time of advertising for Bids materially increases Design-Builder's costs, then Design-Builder may submit a Change Order Request therefor in accordance with Paragraph 6.03.
- C. If the City gives Design-Builder written notice to vacate a location so that other work may be performed by other forces or contractors at the location(s) where Design-Builder is already performing Work, Design-Builder shall promptly suspend Work at that location and clean up and demobilize its operations from the location to the extent necessary as determined by the City to allow the other forces or contractors to perform their work. Design-Builder shall provide the City Representative written notice when cleanup and demobilization has been completed. The City Representative will issue to the other forces or contractors a notice to proceed with their work. After the date of said notice to proceed, Design-Builder shall allow proper and safe access to the Work at the subject location and shall schedule and coordinate its Work with the other contractors' work.
- D. If Design-Builder requires access to a location where another contractor is performing work, Design-Builder shall request such access in writing from the City Representative. The City Representative will provide written notice to Design-Builder when the work of other forces or contractors at the subject location is completed, and upon receipt of such notification, Design-Builder shall have full access and shall commence or resume its operations in that location.
- E. If Design-Builder believes it is entitled to a time extension caused by its obligations under subparagraphs 5.01C or 5.01D above, it shall comply with the notification requirements of Paragraph 7.02.
- F. When it is necessary for Design-Builder and another contractor or utility owner to work in the same location at the Site, each party shall assume the following

- mutual responsibilities for the benefit of the other party at no additional cost to the City:
- 1. both parties shall execute identical agreements mutually indemnifying each other from any loss, damage, or injury that may be incurred as a result of the performance of work by the other while both are performing work in the same location;
- both parties shall add the other party as an additional insured under their respective liability policies:
- the party seeking to use portions of the construction Site of the other party to perform its work shall pay all direct costs incurred by the other party to accommodate its operations; and
- 4. if Design-Builder contends that delay or additional cost is involved because of such action by the City, Design-Builder shall make such Claim by the procedures as provided in Paragraph Article 13.03.
- G. The City shall not be a party to any of the agreements between multiple contractors and shall have no liability to any party with regard to the lack of coordination and cooperation or the inability of a party to execute specific work requirements. Design-Builder agrees to indemnify and hold the City harmless for all claims or losses that Design-Builder or the other contractors may incur as a result of their inability to successfully obtain work areas under the control of one of the parties.

#### 5.02 COORDINATION

- A. Design-Builder shall afford other contractors and the City reasonable opportunity for storage of materials at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.
- B. Notice of Conflicting Conditions: Where Design-Builder's Work is adjacent to or placed on top of that of another contractor, Design-Builder shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Design-Builder proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.
- 1. The foregoing does not apply to latent defects. Design-Builder shall report to the City latent defects in another contractor's work promptly upon discovery.
- C. Design-Builder shall notify the City promptly in writing when another contractor working at the Site fails

to coordinate its work with the Work of this Contract as directed.

- D. Any difference or conflict that may arise between Design-Builder and the other contractors or City forces in regard to their work shall be adjusted as determined by the City.
- E. If so directed by the City, Design-Builder shall prepare coordination drawings as necessary to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise. If such coordination drawings are not required elsewhere in the Contract Documents, then Design-Builder may submit a Change Order Request as provided under Paragraph 6.03 for additional costs incurred by it in preparation of such coordination drawings.
- F. At any time during the progress of the Work, the City may, by providing reasonable notice, require Design-Builder to attend any conference of any or all of contractors engaged in the Work.
- G. If the City determines that Design-Builder is failing to coordinate its Work with the work of other contractors as directed, the City may upon 72 hour written notice:
- withhold any payment otherwise owed under the Contract until Design-Builder complies with the City's directions; or
- direct others to perform portions of the Contract and charge the cost of Work against the Contract Sum: or
- 3. terminate any and all portions of the Contract for Design-Builder's failure to perform in accordance with the Contract.

### 5.03 CLEAN UP RESPONSIBILITIES

- A. Design-Builder and other contractors shall each bear responsibility for maintaining their respective work areas on the premises and adjoining areas free of waste, rubbish, graffiti, debris, or excess materials and equipment at all times.
- B. In the event of conflicts the City, after issuing 24 hour written notice to the contractors involved, will clean up the premises and deduct from the amount due Design-Builder under the Contract the cost of said clean up as the City determines equitable.

# ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK

#### 6.01 GENERALLY

A. The City may, at any time between the Notice to Proceed and Final Completion and without notice to Design-Builder's surety, order additions, deletions, or revisions in the Work by Change Order, Unilateral Change Order, or Field Order. Design-Builder shall

promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

- B. Design-Builder shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time if Design-Builder performs work that is not required by the Contract Documents as amended, modified, or supplemented in writing.
- C. The procedures set forth in this Article 6 are intended to ensure that when Clarifications and Changes in the Work are proposed, the Design-Builder provides the City with its best estimate of the costs and impacts associated with each Clarification and/or Change, so that the City may evaluate each potential Change and proceed on an informed basis. The City also intends that the Clarification and Change Order procedures (including the use of Unilateral Change Orders and Force Account) facilitate payment to the Design-Builder of additional, undisputed amounts.
- D. Failure by the Design-Builder to comply with the procedures of this Article, including the failure to provide timely, sufficient information and/or documentation to the City at the time of any Clarification or Change Order Request, shall constitute a waiver of any subsequent claim by the Design-Builder arising out of such Clarification or Change Order.

# 6.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS

- A. Should there appear to Design-Builder to be a discrepancy in the Contract Documents, should questions arise as to the meaning or intent of the Contract Documents, or should the City's comments on submittals returned to Design-Builder appear to Design-Builder to change the requirements or scope of the Contract Documents, Design-Builder shall submit a Request for Information ("RFI") to the City promptly in accordance with Division 01. Design-Builder shall coordinate and schedule its Work to provide the City sufficient time to issue a written reply to the RFI before proceeding with Work affected thereby.
- B. The City shall issue a reply to the RFI within 10working days of receipt of the same. The reply may include written Clarifications as deemed by the City to be necessary and consistent with the Contract Documents, or a Field Order requiring minor changes in the Work. If additional time is needed to issue the reply, the City will, within the 10 working day reply period, notify the Design-Builder of the longer reply period.
- C. Clarifications of the Contract Documents and Field Orders issued by the City shall be binding on Design-Builder and shall be promptly executed by Design-Builder. The City's right to clarify any element of the Contract Documents shall not be construed to entitle Design-Builder to a modification of the Contract Sum or a change in the Contract Time.

# 6.03 CHANGE ORDER REQUESTS (COR) AND PROPOSED CHANGE ORDERS (PCO)

A. COR Initiation: Should the City's Clarification or other written directive or determination, in the opinion of Design-Builder, materially exceed or change the requirements of the Contract Documents, Design-Builder shall submit to the City a written Change Order Request (COR) within 5 working days of receipt of the Clarification or other written directive or determination. A COR shall reference the Clarification or other written directive or determination and the relevant Specification and Drawings. A COR shall also include a cost proposal and/or a time adjustment proposal, as a good faith estimate of any additional compensation or time associated with the affected Work, documented in accordance with subparagraphs 6.03E and 6.03F, below, and a narrative describing the scope of the COR including means and methods, sequence of Work, and other information necessary to fully understand the scope of the COR. The COR shall also include, as a minimum standard, quantity take offs and ex-tensions identifying equipment and material against a specific Work task within the scope. Failure to submit a timely, documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.

B. COR Review: The City will review the COR. Within 10 working days after receipt of the COR, and all required supporting documentation, the City will issue a written determination accepting or rejecting the COR in whole or in part. If the City requires additional time to issue a determination, it will notify the Design-Builder of the same in writing, within the initial 10 working day period. A final determination is any determination on a COR which states that it is final. If the City issues a final determination denying a COR in whole or in part, Design-Builder may contest the decision by filing a timely Notice of Potential Claim per Article 13 of these General Conditions. If the City does not issue a determination within the 10 working-day period, or such other period as set forth in a written notice, then the COR is deemed rejected and the City's failure to issue a determination shall be treated as the issuance, on the last day of the applicable period, of a final decision denying the COR in its entirety.

C. PCO Initiation: The City may initiate a change in the Work by issuing a Proposed Change Order (PCO). A PCO will include a detailed description of the proposed additions, deletions or revisions with supplementary or revised Drawings and Specifications, and will request from Design-Builder a quotation of cost and time for completing the proposed changes. After the City issues a PCO, Design-Builder shall not submit a COR for the same Work addressed in the City's PCO.

D. PCO Quotation Time Period: Design-Builder shall submit a PCO cost proposal and PCO time adjustment proposal, if applicable, to the City within 10 working days after receipt of a PCO. If Design-Builder fails to submit a PCO cost proposal and/or PCO time adjustment proposal within the 10 working day period, or if the price or time adjustment cannot be agreed

upon, the City may either direct Design-Builder to proceed with the Work on a Force Account basis or a Unilateral Change Order instructing Design-Builder to proceed with the PCO Work based on the City's estimate of the cost and/or time adjustment.

E. COR and PCO Cost Proposal Requirements: The Cost Proposal shall include a complete itemized breakdown of labor, material, equipment, taxes, insurance, bonds, and markup for overhead and profit for both additions and deletions on a form supplied by the City. For Cost Proposals submitted prior to Substantial Completion of the Project, the Design-Builder shall not include any costs for labor, material, equipment, taxes, insurance or mark-up for overhead or profit which is otherwise covered by the General Conditions Payments and/or Builder Fee as set forth in the Design-Build Agreement. The same shall be required for Subcontractor and Lower-Tier Subcontractor cost proposals, which shall be furnished on the same form as required for Design-Builder.

- 1. At a minimum, Design-Builder shall provide the following documentation to the City in support of Design-Builder and Subcontractor cost proposals:
  - a. material quantities and type of products;
- b. labor breakdown by trade classification, wage rates, and estimated hours;
- c. equipment breakdown by make, type, size, rental rates, and equipment hours; and
- F. COR and PCO Time Adjustment Proposal Requirements: If Design-Builder asserts it is entitled to an adjustment in Contract Time due to the proposed change order work, whether by COR or PCO, Design-Builder shall provide the following documentation to the City in support of any Design-Builder and Subcontractor time adjustment proposals:
- 1. Design-Builder shall submit to the City a CPM time impact evaluation using sub-network or fragmentary network and including a written narrative and a schedule diagram or other written documentation acceptable to the City, showing the detailed work activities involved in a change that may affect the Critical Path and increase the Contract Time. The analysis shall also show the impact of the Change Order Work on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-approved progress schedule network, with appropriate logic so that a true analysis of critical path can be made.
- 2. Failure to comply with the requirements set forth in this subparagraph 6.03F shall constitute a waiver of any claim for delay, disruption, extended overhead and other associated costs or damages.

### 6.04 CHANGE ORDERS

A. Execution of Change Orders; Modifications: When the City and Design-Builder agree on the total cost and time of a COR or PCO, the City will prepare for signatures of parties a Change Order to implement the changed Work. No oral instructions of any person

whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Change Orders that result in an increase to the amount certified by the Controller for the Project are subject to the Certification by Controller requirements of the City's Charter (see Article 3 of Section 00 52 00).

B. Release of Claims: The parties agree to make good faith efforts to settle all Change Orders full and final at the time of Change Order execution. Accordingly, City and Design-Builder acknowledge and agree that Change Orders shall contain the following provision, unless and only if the City determines that good cause exists to use different release language for a specific change order:

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due to Contractor, all Subcontractors and all Suppliers, for the Work change defined in the Change Order, including impact on unchanged Work. By executing this Change Order, Design-Builder acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended field and home overhead costs (if any), delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The execution of this Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

C. Change Orders issued under this Article or extensions of Contract Time made necessary by reason thereof shall not in any way release any guarantees or warranties given by Design-Builder under the provisions of the Contract Documents, nor shall they relieve or release Design-Builder's sureties of bonds executed under such provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such Change Orders and to any extension of time made by reason thereof. Design-Builder shall be responsible for giving notice of any change affecting the Work, Contract Sum or Contract Times that is required to be given to its sureties by the provisions of any bond.

#### 6.05 UNILATERAL CHANGE ORDERS

A. General: When time does not allow for a Change Order to be negotiated, or when the City and Design-Builder are unable to agree on the cost or time required to complete the change in the Work, the City

may issue a Unilateral Change Order instructing Design-Builder to proceed with a change in the Work based on the City's estimate of cost and time to perform the change in the Work. Upon receipt of a Unilateral Change Order, Design-Builder shall proceed with the ordered Work.

- B. Protest: If time did not allow for Design-Builder to submit a complete Cost and/or Time Adjustment Proposal prior to the issuance of a Unilateral Change Order, and Design-Builder disagrees with any terms or conditions set forth in a Unilateral Change Order, Design-Builder shall submit, within 5 working days of receipt of the Unilateral Change Order, a complete Change Order Request (COR) in accordance with the requirements of Paragraph 6.03 (including a complete Cost and/or time Adjustment Proposal, as applicable). If a COR is not submitted as required, Design-Builder waives all rights to additional compensation for said Work, and payment, which shall constitute full compensation for Work included in the Unilateral Change Order, will be made as set forth in the Unilateral Change Order. The City will review the COR and issue a determination per Paragraph 6.03. If the City denies the COR in whole or in part, Design-Builder may contest the decision by filing a timely Notice of Potential Claim per subparagraph 6.05C, below. As a point of clarification, the protest procedures specified in this subparagraph do not apply to circumstances where Design-Builder submitted a complete Cost Proposal and/or Time Adjustment Proposal prior to the issuance of the Unilateral Change Order at issue, and the City subsequently issued a Unilateral Change Order because the parties were unable to timely agree on the cost and/or time to complete the change in the work. In such circumstances, if Design-Builder disagrees with any terms or conditions set forth in the Unilateral Change Order and wishes to pursue the dispute, Design-Builder must submit a timely Notice of Potential Claim per subparagraph 6.05C, below (but does not have to submit a revised/new COR).
- C. Claim Notification: Design-Builder waives all costs exceeding the City's estimate for the Unilateral Change Order Work unless Design-Builder submits a written Notice of Potential Claim in accordance with the requirements of Article 13.03. Said Notice shall be submitted no later than 5 working days after occurrence of one of the following potential claim events, whichever occurs first:
- 1. Design-Builder submits an invoice for completion of the Unilateral Change Order Work; or
- 2. upon Design-Builder's receipt of written notice from the City that the City considers the Unilateral Change Order Work completed.

### 6.06 COST OF CHANGE ORDER WORK

A. For Change Order Work and Change Order Work proposal pricing, Design-Builder will be paid the sum of the direct costs for labor, materials and equipment used in performing the Work as determined by the procedures set forth in this subparagraph 6.06A. The Design-Builder, however, shall not be paid for any

costs that are otherwise covered by the General Conditions Payments as set forth in the Agreement, Section 00 52 00. Refer to Paragraphs 6.06B and 6.06C

- 1. Labor. Design-Builder will be paid the cost of labor for the workers used in the actual and direct performance of the Change Order Work. Working foremen will be considered a direct cost of the Change Order Work only if the individual is on Site physically installing the Work. The costs for all supervision, including general superintendents and foremen, will not be considered a direct cost and shall be included the markup defined in subparagraph 6.06B, below. The cost of labor, whether the employer is Design-Builder, a subcontractor, or other forces, will be the sum of the following:
- a. Actual Wages. The actual wages paid shall include any actual payments by the employer for its workers' health and welfare, pension, vacation, training, and similar purposes.
- b. Labor Surcharge. To the actual wages, as defined above, will be added a labor surcharge as set forth in the version of the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the extra work is accomplished and which is incorporated by reference as though set forth in full. That labor surcharge shall constitute full compensation to Design-Builder for all of its costs for worker's compensation insurance, Social Security, Medicare, federal unemployment insurance, state unemployment insurance, and state training taxes. No other fixed labor burdens will be considered, unless approved in writing by the City.
- c. Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workers.
- 2. Materials: The City will pay Design-Builder on Change Orders only for those materials furnished by Design-Builder and directly required for performing the Change Order Work. The cost of such material shall be the direct cost, including sales tax, to the purchaser, whether Design-Builder, Subcontractor or Lower-Tier Subcontractor, from the Supplier thereof and may include the cost of transportation, but delivery charges will not be allowed unless the delivery is specifically required for the Change Order Work. If a trade discount by an actual Supplier is available to Design-Builder, such discount shall be credited to the City notwithstanding the fact that such discount may not have been taken. If the materials are obtained from a Supplier or source owned wholly or in part by Design-Builder, payment thereof shall not exceed the current wholesale price for the materials as determined by the City. The term "trade discount" includes the concept of cash discounting.
- 3. Equipment: Payment for equipment costs on Change Orders will be made at the lesser of the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of:
  (i) the Labor Surcharge & Equipment Rental Rate

- Book (including its supplement Miscellaneous Equipment Rental Rates) published by the California Department of Transportation and available for download at <a href="http://www.dot.ca.gov/hq/construc/equipmnt.html">http://www.dot.ca.gov/hq/construc/equipmnt.html</a>; or (ii) Rental Rate Blue Book published by EquipmentWatch, a unit of Penton Media, Inc., 181 Metro Drive Suite 410, San Jose, California 95110. See <a href="http://www.equipmentwatch.com/Market-ing/RRBB">http://www.equipmentwatch.com/Market-ing/RRBB</a> overview.isp for information.
- a. Such rental rates shall be adjusted as appropriate and will be used to compute payments for equipment, regardless of whether the equipment is under Design-Builder's control through direct ownership, leasing, renting, or other method of acquisition, provided, however, for equipment rented or leased in arm's length transactions with outside vendors, Design-Builder will be reimbursed at the actual rental or leased invoice rates when such rates are reasonably in line with the applicable rates specified in the publications identified above as determined by the City. Arm's length rental or lease transactions are those in which the firm involved in the rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Design-Builder has the burden of proof to demonstrate that a rental or lease transaction was an arm's length transaction. Design-Builder shall submit copies of all rental or lease invoices, and other information as requested by the City, if any, as supporting documentation with each PCO cost proposal.
- b. For equipment that is not listed in the publications identified above, payment for equipment costs or the City' assessment of the reasonableness of rates in arm's length rental or lease transactions will be based on the lowest quote obtained by the City from either CALTRANS or EquipmentWatch. Builder shall provide all necessary equipment ownership and other information as requested by the City so that the City may obtain a quote. CALTRANS will quote rental rates at no cost to the City: however. EquipmentWatch charges for its quote service (a charge that will be paid by the City if the City seeks a quote from EquipmentWatch). Accordingly, if CALTRANS provides a quote for a rental rate, then the City, at its sole discretion, may elect not to seek a quote from EquipmentWatch and will use only the CALTRANS quote.
- c. Daily, weekly, or monthly rates shall be used, whichever are lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, equipment of unwarranted size or type and cost is used, the cost shall be calculated at the rental rate for equipment of proper size and type.
- d. The actual time to be paid for equipment shall be the time the equipment is in productive operation on the Work under the Change Order. No payment will be made for time while equipment is inoperative due to breakdown or for non-work days. In addition, the rental time shall not include the time required to move

the equipment to and from the Site. Loading and transportation costs will be paid, in lieu of rental time, only if the equipment does not move under its own power and is utilized solely for the Work of the Change Order. No mobilization or demobilization will be allowed for equipment already on the Site. Equipment that is idle, nonoperating or in standby mode shall be reimbursed at the lesser of Caltrans' rates, as adjusted by Caltrans' Delay Factor, or EquipmentWatch's rates, as adjusted by its standby calculation, unless such equipment is rented or leased as provided above.

- e. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment are included as part of Design-Builder's markup for overhead and profit as defined in subparagraph 6.06B.
- f. Payment to Design-Builder for the use of equipment as set forth herein shall constitute full compensation to Design-Builder for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Design-Builder incidental to the use of the equipment.
- B. Costs Included as Part of Markup for Overhead and Profit: To the total of the direct costs computed as provided in subparagraph 6.06A there will be added a markup for overhead and profit as specified in subparagraph 6.06C, except, however, no overhead will be paid that is covered by General Conditions Payments and/or the Builder Fee as set forth in the Design Build Agreement, Section 00 52 00. The markup shall constitute full compensation for all direct and indirect overhead costs and profit which shall be deemed to include all items of expense not specifically listed in subparagraph 6.06A as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of the types of costs that are included in the markup for overhead and profit for all Change Orders including Force Account Work:
- 1. Field and home office personnel including, but not limited to, principals, project managers, super-intendents, supervisory foremen, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.
- 2. All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, internet and e-mail services, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1,000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to all regulatory requirements including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.

- 3. Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop drawings, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.
  - 4. Bond and insurance costs.
- 5. All other costs and taxes required to be paid, but not included under direct costs as defined in subparagraph 6.06A.
- C. Design-Builder's Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category. These markups provide for all indirect and overhead costs and profit:

Changed/Extra Work –Direct Costs	Markup Percentage
Design-Builder direct labor	15%
Design-Builder direct materials	15%
Design-Builder direct equipment	15%
Subcontractor (of any tier) direct labor	15%
Subcontractor/Supplier (of any tier) direct materials	15%
Subcontractor/Supplier (of any tier) direct equipment	15%

- 1. For Work performed by a Subcontractor or Supplier, Design-Builder shall receive a maximum 5 percent markup on the Subcontractor's total cost (total cost includes Subcontractor's direct costs plus applicable markups specified above). Such additional 5 percent markup shall reimburse Design-Builder for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.
- 2. For Work performed by a Lower-Tier Subcontractor or Supplier, Design-Builder and Subcontractor shall each receive a maximum 5 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 5 percent markup shall reimburse Design-Builder and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.
- 3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.
- D. For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: (i) Unit Prices stated in the Contract Documents; (ii) where Unit Prices are not applicable, a lump sum based upon the costs which would have been incurred in performing

the deleted portions of the Work as calculated in accordance with Paragraph 6.06, supported by a Cost Proposal as required by Paragraph 6.03. Neither the Design-Builder nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.

- 1. When both additions and credits are involved in any one Change Order, Design-Builder's markup shall be computed on the basis of its direct costs and labor productivity for the net change in the quantity of the Work. For example, if a Change Order adds 14 units on one Drawing and deletes 5 units on another Drawing, the markup shall be based on the net addition of 9 units. No markup will be allowed if the deductive cost exceeds the additive cost.
- 2. If the City issues written notice of deletion of a portion of Work after the commencement of such Work or after Design-Builder has ordered acceptable materials for such Work which cannot be cancelled, or if part or all of such Work is not performed by Contractor because it is unnecessary due to actual Site conditions, payment will be made to Design-Builder for direct costs of such Work actually performed plus markup for overhead and profit as provided in subparagraph.6.06 C.
- 3. Design-Builder shall not be compensated for costs incurred after receipt of the City's written notice deleting the portion of Work.
- 4. Materials ordered by Design-Builder prior to the City's issuance of a notice of deletion and paid for by the City shall become the property of the City, and the City will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the City so directs, the material shall be returned and Design-Builder will be paid only for the actual charges made by the vendor for returning the material including restocking charges.
- E. Costs Not Included in the Work: Design-Builder shall be solely responsible for determining which of its Subcontractors and Suppliers receive Change Orders. No additional compensation will be provided Design-Builder for the cost of its Subcontractors and Suppliers to review, post, coordinate, and perform related tasks to administer Change Orders which do not result in direct cost charges from such Subcontractors and Suppliers. Such costs shall be considered normal business costs, which shall be included in Design-Builder's Total Bid Price.
- F. Records: Design-Builder shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Design-Builder.

### 6.07 FORCE ACCOUNT WORK

- A. General: When additions, deletions, or revisions in the Work are to be paid for on a Force Account basis, all direct costs itemized in subparagraph 6.06A shall be subject to the approval of the City and compensation will be determined as set forth herein.
- 1. The City will direct Design-Builder to proceed with the Work on a Force Account basis, and the City will establish a "not to exceed" budget.
- 2. All requirements regarding direct costs and markup for overhead and profit provided in Paragraph 6.06B shall apply to Force Account Work. However, the City will pay only the actual necessary costs verified in the field by the City on a daily basis.
- 3. Design-Builder shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall be fully covered by the markup for overhead and profit markup as provided in subparagraph 6.06C.
- B. Notification and Verification: Design-Builder shall notify the City in writing at least 24 hours in advance of its schedule before proceeding with the Force Account Work. All Force Account Work shall be witnessed, documented, and approved in writing by the City on the day that the Work is performed. Design-Builder will not be compensated for Force Account Work if Design-Builder fails to provide timely notice to the City before commencing the Force Account Work. In addition, Design-Builder shall notify the City when the cumulative costs incurred by Design-Builder for the Force Account Work equal 80 percent of the budget pre-established by the City. Design-Builder will not be compensated for Force Account Work exceeding the "not to exceed" budget amount if Design-Builder fails to provide the required notice before exceeding 80 percent of the Force Account budget.
- C. Reports: Design-Builder shall diligently proceed with the approved Force Account Work and shall submit to the City no later than 12:00 p.m. of the day following performance of Force Account Work a daily Force Account Work report on a form obtained from the City. The report shall provide an itemized, detailed account of the daily Force Account labor, material, and equipment, including names of the individuals and the specific pieces of equipment identified by manufacturer's model type and serial number. Design-Builder's authorized representative shall complete and sign the report. Design-Builder will not be compensated for Force Account Work for which said timely report is not completed and submitted to the City.
- D. Records: Design-Builder shall maintain detailed records of all Work done on a Force Account basis. Design-Builder shall provide a weekly Force Account summary indicating the status of each Force Account Work directive in terms of actual costs incurred as a percent of the budget for the respective Force Account Work directive and the estimated percentage completion of the Force Account Work.

E. Agreement: If Design-Builder and the City reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a Force Account basis, Design-Builder's signed written reports shall be discontinued and all previously signed reports shall become invalid.

### 6.08 UNIT PRICE WORK

- A. General: Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for all Unit Price Work an amount equal to the product of the established unit price Bid for each Item of Unit Price Work times the estimated quantity of each Item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Bid Price. Determination of the actual quantities and classifications of Unit Price Work will be made in accordance with Division 01, and the Contract Sum will be adjusted based on the actual quantities of Work performed.
- 1. Each unit price on the Schedule of Bid Prices shall include an amount considered by Design-Builder to cover Design-Builder's markup for overhead and profit as defined in Paragraph 6.06.
- B. Quantity Increases: Should the total quantity of any Item of Unit Price Work performed exceed the estimated quantity indicated on the Schedule of Bid Prices by more than 25 percent, the Work in excess of 125 percent of such estimated quantity will be paid for by adjusting the unit price Bid therefor as follows:
- 1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined as follows, of the total quantity of Work performed under said Item. The actual unit cost will be determined based on the direct costs per unit less fixed costs, which will be deemed to have been recovered by Design-Builder with the payments made for 125 percent of the quantity indicated on the Schedule of Bid Prices, plus markup for overhead and profit as provided in Paragraph 6.06.
- 2. When the compensation payable for the number of units of an Item of Unit Price Work performed in excess of 125 percent of the quantity as indicated on the Schedule of Bid Price is less than \$5,000 at the unit price Bid therefor, the City reserves the right to make no adjustment in said unit price if the City so elects, except that an adjustment will be made if Design-Builder submits a Change Order Request (COR) in accordance with the requirements of Paragraph 6.03.
- 3. At the City's option, payment for Unit Price Work in such excess will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08B.1 or 6.08B.2 above.

- C. Quantity Decreases: Should the total quantity of any Item of Unit Price Work performed be less than 75 percent of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Design-Builder submits a COR in accordance with Paragraph 6.03. If Design-Builder so requests, the quantity of said Item performed will be paid for by adjusting the unit price Bid therefor as follows:
- 1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined based on the direct costs per unit, including fixed costs described under subparagraph 6.08B.1, and markup for overhead and profit as provided in Paragraph 6.06, of the total quantity of Work performed under said Item, provided however, that in no case shall the payment for such Work be less than that which would be made at the unit price Bid therefor.
- 2. The payment for the total pay quantity of such Item of Unit Price Work will in no case exceed the payment which would be made for the performance of 75 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price Bid therefor.
- 3. At the City's option, payment for the Work involved in such deficiency will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08C.1 and 6.08C.2 above.

#### **ARTICLE 7 - TIME**

#### 7.01 PROGRESS AND COMPLETION

- A. Design-Builder shall commence the Work of the Contract within 5 days from the start date established in the Notice to Proceed issued by the City and shall diligently and continuously prosecute the Work to its completion.
- B. If the Criteria Package divides the construction of the Project into phases, or as otherwise approved by the City, the Design-Builder may begin construction of each phase or portions of the Project upon written approval by the City, which approval shall not be granted until the Construction Documents for that phase, and related Work in other phases, are acceptable to the City. No demolition, removal, or reconstruction Work at the Site shall be started until Design-Builder has presented evidence satisfactory to the City Representative that it can, upon commencement, prosecute the Work continuously and expeditiously, and a Notice to Proceed has been issued by the City for Work to start. A progress schedule submitted by Design-Builder and accepted by the City in accordance with the requirements of the Contract Documents shall be the basis for determination of the date on which Work at the Site may start. The City's acceptance and authorization shall be timely and shall not be unreasonably withheld.

- C. The continuous prosecution of the Work by Design-Builder shall be subject only to the delays defined in Paragraph 7.02. The start of Work shall include attendance at pre-construction conferences; joint survey and documentation of existing conditions, if required by the Contract Documents; preparation and submittal of shop drawings, equipment lists, schedule of values, progress schedule, submittal schedule, and requests for substitutions; and other similar activities.
- D. The Work of this Contract shall be brought to Substantial Completion and Final Completion, as determined by the City, in the manner provided for in the Contract Documents within the limits of Contract Time set forth in Section 00 73 02, from and after the official start date established in the written Notice to Proceed.
- 1. Issuance of a Notice of Substantial Completion may not precede the issuance of a Temporary Certificate of Occupancy, if such Temporary Certificate of Occupancy is required by the authority having jurisdiction over the Work.
- 2. During the time between Substantial Completion and Final Completion, Design-Builder shall complete the punch list work, but Design-Builder shall not disrupt the City's beneficial occupancy of the Project or any public use of the Work.
- 3. Final Completion is a condition precedent to final payment. The City will issue final payment to Design-Builder acknowledging that the Project is complete and the Work is acceptable to the City.
- 4. The specified limits of Contract Time may be changed only by a Change Order. Claims for compensation because of adjustment of the limits of Contract Time shall be made in accordance with the requirements of Paragraph 13.03.
- E. Design-Builder shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion of the Project within the specified limits of Contract Time required by the Contract Documents. Design-Builder shall not start the Work unless it has sufficient equipment and materials available for the Project to allow diligent and continuous prosecution of the Work.
- F. Design-Builder shall be responsible to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. Design-Builder is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its schedule and complete the Work within the specified limits of Contract Time. No additional compensation will be paid for such cooperation.
- G. If, in the opinion of the City, Design-Builder has fallen behind schedule according to Design-Builder's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.11, or if Design-Builder delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Design-Builder shall take some or all of the steps as follows to improve

- its progress at no additional cost to the City and shall submit operational plans to the City to demonstrate the manner in which the desired rate of progress will be regained:
- increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;
- increase, when permitted in writing by the City, the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment or any combination of the foregoing, sufficiently to substantially eliminate the backlog of Work;
- 3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities;
- 4. expedite delivery of materials and equipment such as by airfreight;
- 5. accelerate the priority of manufacture, fabrication and shipment preparation of Work on order with the Supplier should such priority lists exist as a normal course of its business; and
- 6. any other means deemed appropriate by the City.
- H. The City may direct Design-Builder to take steps enumerated in subparagraph 7.01G for the convenience of the City and if Design-Builder is not at fault. Should the City Representative direct Design-Builder to take measures previously described, the City will reimburse Design-Builder for reasonable costs of complying.
- I. Should Design-Builder at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient resources to prosecute the Work continuously and at the rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted progress schedule update, the City shall have the right to enter Default and terminate the Contract for cause as set forth in Paragraph 14.01.

### 7.02 DELAYS AND EXTENSIONS OF TIME

- A. Unavoidable Delays: Pursuant to section 6.22(h)(2)(C) of the Administrative Code and for the purposes of the Contract Documents the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Design-Builder that could not have been avoided by Design-Builder's exercising care, prudence, foresight, and diligence. Moreover, in accordance with the progress schedule requirements of Paragraph 3.11, Design-Builder shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design-Builder (i.e. Avoidable Delays).
- 1. <u>Non-compensable Delay/Time Extension</u>. Design-Builder will be entitled to only a non-compen-

sable time extension for the following types of Unavoidable Delay: Acts of God (as used herein, includes only earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in Paragraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions: strikes: lockouts: sit-downs: slowdowns: other labor trouble: labor shortages: inability of Design-Builder to procure labor; material shortages; inability of Design-Builder to procure material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Design-Builder from commencing or prosecuting the Work; the prevention of Design-Builder from commencing or prosecuting the Work because of the acts of others, excepting Design-Builder's Subcontractors and Suppliers of all tiers; the prevention of Design-Builder from commencing or prosecuting the Work because of failure of the City to furnish the necessary materials, when required by the Contract Documents and when requested by Design-Builder in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.

- a. Whenever Design-Builder has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, Design-Builder shall immediately give written notice thereof, including all relevant information with respect thereto, to the City.
- b. In addition, Design-Builder shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the current. City-approved progress schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized as deemed by the City to limit or eliminate the effect of the labor dispute on the Work. To the extent Design-Builder fails to initiate appropriate measures, it is not entitled to an extension of Contract Time. In addition, any delay impact caused by said failure on the progress schedule will be considered a Design-Builder-caused delay under any and all applicable provisions of the Contract Documents.
- 2. <u>Compensable Delay/Time Extension</u>. Design-Builder shall be entitled to a compensable time extension for an Unavoidable Delay caused solely by (i) the failure of the City to furnish necessary rights-of-way

in accordance with the schedule set forth in the Contract Documents; (ii) failure by the City to deliver materials or equipment shown in the Contract Documents to be furnished by the City in accordance with the schedule specified in the Contract Documents where such failure is not the result of any default or misconduct of Design-Builder; (iii) the failure of the City to perform some other contract obligation where such failure is not the result of any default or misconduct of Design-Builder: (iv) the suspension of the Work by the City for its own convenience or benefit where such decision is not the result of any default or misconduct of Design-Builder; or (v) a materially differing site condition per Paragraph 3.05, provided such City-caused Unavoidable Delay is critical, extends the most current Contract Substantial Completion Date, and is not concurrent with a Design-Builder-caused delay (Avoidable Delay) or other type of Unavoidable Delay as previously defined (not caused by the City). If for any reason one or more of the conditions prescribed above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining a compensable time extension. All other types of Unavoidable Delay shall not entitle Design-Builder to a compensable time extension. Refer to Paragraph 7.03 for more information regarding compensable delay.

- a. Float or slack time within the base line schedule belongs to the Project and is an expiring resource available to City or Design-Builder as needed to meet Milestones or complete the Work within the Project Time. Accordingly, Design-Builder acknowledges and agrees that any City-caused delays on the project may be offset by City-caused time savings (including, but not limited to, the return of critical path submittals is less time than allowed under the Contract Documents, approval of substitution or value engineering requests which result in savings of time along the Critical Path). In such event Design-Builder shall not be entitled to receive a compensable time extension until all City-caused time savings are exceeded and the Contract Time is also exceeded.
- b. Early Completion Schedule: If Design-Builder submits a base line schedule that shows a completion time that is earlier than the Contract Time, the float shall belong to the Project. Design-Builder shall not be entitled to a compensable time extension for any Change Order, Unilateral Change Order or Citycaused delay that causes the early completion date to be extended within the float.
- Concurrent Delay. Design-Builder shall be entitled to a non-compensable time extension only in the event that a City-caused (otherwise compensable) delay is concurrent with either a Design-Buildercaused delay or a non-compensable Unavoidable Delay.
- B. <u>Avoidable Delays</u>: The term Avoidable Delay shall include, but is not limited to, the following:
- any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Design-Builder or its Subcontractors or Suppliers of any tier; or

- 2. any delay in the prosecution of parts of the Work, which may in itself be Unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the date of Substantial Completion based on the specified limits of Contract Time; or
- 3. any delay caused by the untimely review by Design-Builder of the Contract Drawings and Specifications pursuant to subparagraph 3.03C; or
- 4. any delay resulting from the City responding to Design-Builder-generated RFIs in accordance with subparagraph 6.02B; or
- 5. any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the City, but does not delay the date of Substantial Completion based on the specified limit of Contract Time.
- 6. Design-Builder shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs or damages for delay, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess of extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Avoidable Delay.

### C. Adverse Weather Delays:

- 1. Adverse weather shall not be a prima facie reason for the granting of a non-compensable time extension, and Design-Builder shall make every effort to continue work under prevailing conditions. Such efforts by Design-Builder shall include, but are not limited to, providing temporary gravel roads; installing a rain dewatering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and providing temporary heat where required for Work to proceed without delay.
- 2. The City may classify an adverse weather day as a non-compensable Unavoidable Delay, provided Design-Builder made efforts to work during adverse weather and to avoid the impacts of adverse weather to its schedule. If such an event occurs, and Design-Builder is prevented by adverse weather or conditions from proceeding with at least 75 percent of the scheduled labor, material and equipment resources for at least 5 hours per work day on activities shown as critical on the most current and City-approved progress schedule update, the delay will be classified as an Unavoidable Delay, and Design-Builder will be granted a non-compensable time extension.
- 3. Regardless of the type and severity of the adverse weather, Design-Builder shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.
- 4. Adverse weather shall mean rain, windstorm, flood, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather as provided herein and which are

proven by Design-Builder to be detrimental to the progress of the Work. Design-Builder shall plan the Work to allow for the following number of days of inclement weather during normal working hours:

<u>Month</u>	Rain	<u>Month</u>	<u>Rain</u>
	<u>Days</u>		<u>Days</u>
January	3	July	0
February	3	August	0
March	3	September	0
April	1	October	1
May	0	November	3
June	0	December	3

- a. Design-Builder's progress schedule shall incorporate prudent allowance for the anticipated number of days of inclement weather specified herein.
- b. The Contract Time allowed for completion of Work specified in Contract Time and Liquidated Damages (Section 00 73 02) is predicated on the anticipated number of days of inclement weather specified herein.
- c. Design-Builder shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event has been exceeded.
- d. In the event that there are months with less than the anticipated number of inclement weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Design-Builder has requested a time extension because of adverse weather.
- e. In the event that there is a month with more than the anticipated number of inclement weather days specified herein, and Design-Builder has requested a time extension because of adverse weather, the City reserves the right to transfer unused inclement weather days from other months of the Contract Time to the month in question. Design-Builder shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other months of the Contract Time, has been exceeded.

### D. Notice of Delay:

- 1. Pursuant to section 6.22(h)(2)(D) of the Administrative Code, Design-Builder shall notify the City in writing promptly of all anticipated delays in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay. The City may take steps to prevent the occurrence or continuance of the delay, and the City may determine to what extent Substantial Completion is delayed thereby.
- 2. Said notice shall constitute an application for an extension of time and payment for a compensable time extension, if applicable, only if the notice requests such time extension, specifies whether Design-

Builder believes the time extension is compensable or non-compensable, sets forth Design-Builder's estimate of the additional time required together with a full recital of the causes of Unavoidable Delays relied upon, and meets all requirements for a Notice of Potential Claim as set forth in Article 13, including the requirement that such Notice be submitted to the City within 10 days of the event which the Design-Builder contends affected the performance of the Work.

- 3. The City's determination of whether an extension of time will be granted and whether the extension is compensable or non-compensable will be based on Design-Builder's demonstration to the City's satisfaction that such Unavoidable Delays will extend Design-Builder's current critical path on the current, City-approved updated progress schedule or require the formulation of a new extended critical path.
- 4. If Design-Builder does not submit a notice as set forth in subparagraph 7.02D.2, above, Design-Builder thereby admits the occurrence had no effect on the length of its duration of Work and no extension of time is necessary, and Design-Builder understands and agrees that no extension of time or adjustment of the Contract Sum will be granted by the City.

### E. Extensions of Time:

- 1. In the event it is deemed necessary by the City to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time specified in the Contract Documents, such extensions shall in no way release any guarantees or warranties given by Design-Builder pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision.
- 2. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time.
- 3. The length of any extension of time shall be limited to the extent that the commencement, prosecution and completion of the Work are delayed by the event as determined by the City in accordance with section 6.22(h)(2)(D) of the Administrative Code.
- 4. Adjustments to the Contract Sum for compensable time extensions shall be per Paragraph 7.03.
- 5. Extensions of time that cumulatively extend the Contract Time in excess of 10 percent of the original contract duration as specified in Section 00 73 02 shall be subject to the approval of the Mayor (or the Mayor's designee) or the Commission (or the Commission's designee), as appropriate.
- 6. In no event shall such extensions of time be granted subsequent to the date of Final Completion.
- 7. Granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or to collect other damages or to pursue other rights and interests which the City is entitled.

- 8. Should Design-Builder, any subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the provisions of this Paragraph 7.02, Design-Builder and its subcontractor or supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.
- 9. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision nor any other provision of the Contract Documents has for its object, directly or indirectly, the exemption of the City, the City Representative, the City's consultants, and their respective directors, officers, members, employees, and authorized representatives from responsibility of their own sole negligence, violation of law or other willful injury to the person or property of another.

# 7.03 ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/COMPENSABLE TIME EXTENSION

- A. The Contract Sum will be adjusted for a compensable delay as specified in subparagraph 7.03C, below, if, and only if, Design-Builder demonstrates that it is entitled to a compensable time extension per subparagraph 7.02A.2 and timely complies with the Notice of Delay requirements of these General Conditions.
- B. Change Order, Unit Price and Force Account Work Excluded. The provisions of this Paragraph 7.03 and subparagraph 7.02A.2 do not apply to Change Order Work paid under Paragraphs 6.06(Cost of Change Order Work) or 6.08(Unit Price Work), or to Force Account Work performed under Paragraph 6.07. Design-Builder's right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Sum (including without limitation the mark-ups specified) as set forth in Paragraphs 6.06 or 6.08 of these General Conditions. Those Paragraphs include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Change Order Work, Force Account Work or Unit Price Work. The Contract Sum adjustment provisions set forth in Paragraphs 6.06 and 6.08 constitute the sole. exclusive and complete compensation that the City is obligated to pay Design-Builder for all costs, expenses and damages incurred by Design-Builder and its Subcontractors and Suppliers of all tiers associated with Change Order Work, Force Account Work or Unit Price
- C. Field Office Overhead Daily Rate. If Design-Builder meets the conditions for a compensable time extension specified in subparagraph 7.03A, above,

then the City shall pay Design-Builder such amount as the City may find to be fair and reasonable compensation for such part of Design-Builder's actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:

- D. Within the time and in the format specified by the City, Design-Builder shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance, safety and security expenses.
- E. The listing of the daily field office overhead cost components described above must be based on the Design-Builder's actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Design-Builder's time-related daily field office overhead cost changes for subsequent compensable delays, then the Design-Builder shall submit a new overhead rate based on the Design-Builder's overhead costs at the time of the subsequent delay.
- F. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead and profit shall be allowed on the extended daily field office overhead cost.
- G. The information submitted as required above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles. The City shall have the right to audit Design-Builder's costs under Paragraph 2.08 of these General Conditions.
- H. Extended Home Office Overhead. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a compensable time extension will not be allowed unless Design-Builder demonstrates to the satisfaction of the City that each and every of the following conditions apply to the delay period: (i) the delay was caused by the City and meets the conditions of Paragraph 7.02A.2; (ii) such Citycaused delay was of an indefinite (unknown) duration; (iii) the City-caused delay suspended most, if not all, project Work; (iv) the City-caused delay resulted in a substantial disruption or decrease in the income stream from the project; (v) during the City-caused delay, Design-Builder was required to remain ready to resume Contract Work immediately; and (vi) Design-Builder was unable to secure comparable replacement work due solely to the said delay from this project during the impacted period to replace the reduced cash flow from this project. If Design-Builder believes that it may be entitled to extended home office overhead, it must notify the City through the Notice of Delay process specified in subparagraph 7.02D, above. Within the time and in the format specified by the City, Design-

Builder shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination (including an audit by a California-licensed Certified Public Accountant if the City so requests). Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the City shall have the right to audit Design-Builder's submittal under Paragraph 1.01 of these General Conditions. If the City determines that extended home office overhead is available, then the City shall have the discretion to determine the methodology for calculation of the rate.

I. Credit for Change Order and Force Account Markups. If Design-Builder timely requests additional compensation for a compensable delay in accordance with the Contract, and the City determines Design-Builder entitlement to additional compensation for such delay, then the City will adjust the amount payable to Design-Builder for the compensable delay by deducting a fair and reasonable credit to account for additional overhead paid to Design-Builder under the markups specified in Paragraph 6.06 for Change Order Work and Force Account Work, including markups from changes performed and paid under bids items (i.e. unit priced and contingency allowance bid items). The baseline credit amount will be five (5) percent of the value of all Change Order Work and Force Account Work performed by Design-Builder under the Contract prior to and during the compensable delay period (but excluding any future Change Order Work and Force Account Work). If the City seeks a credit in excess of five (5) percent, then the City will provide Design-Builder with supporting documentation. Such supporting documentation may include, at the City's discretion, the results of an audit or examination of documents performed under Paragraph 1.01. If Design-Builder seeks either a credit of less than five (5) percent or objects to the credit amount proposed by the City, then Design-Builder shall timely provide the City with supporting documentation. Such supporting documentation shall include the results of an audit performed by a CPA at Design-Builder's cost if so requested by the City

### 7.04 LIQUIDATED DAMAGES

### A. Determination of Damages:

- 1. The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified limits of Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- 2. Damages which the City would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of an architectural, engineering and construction management staff comprised of both City Representatives and consultants; costs of administration, inspection and supervision; and the loss suffered

by the public within the City and County of San Francisco by reasons of the delay in the construction of the Project to serve the public at the earliest possible time.

- B. Agreed Amount of Damages: It is understood and agreed by Design-Builder and City that if all the Work specified or indicated in the Contract Documents is not completed within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, actual damages will be sustained by the City in the event of and by reason of such delay.
- 1. Design-Builder and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for Substantial Completion as such date may be modified in accordance with the Contract Documents.
- 2. Design-Builder and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for completing the punch list of remedial Work and achieving Final Completion as such date may be modified in accordance with the Contract Documents.
- 3. Design-Builder and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day (or other measure) of delay beyond the number of days (or other measure) specified in Section 00 73 02 for completing the specified critical, independent milestone Work (e.g., shutdown Work), if any, as such date may be modified in accordance with the Contract Documents
- 4. It is therefore agreed that Design-Builder shall pay such amount of liquidated damages as specified in Section 00 73 02, and in case such amount is not paid, Design-Builder agrees that the City may deduct the amount therefor from any money due or that may become due Design-Builder under the Contract.

# C. Payment of Damages:

- 1. Should Design-Builder become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments as provided in Paragraph 9.06 which would otherwise be due or become due Design-Builder until the liability of Design-Builder has finally been determined.
- 2. The City shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such retained percentages shall be paid to Design-Builder only after discharge in full of all liability incurred by Design-Builder.

- 3. If the retained percentage is not sufficient to discharge all such liabilities of Design-Builder, Design-Builder and its sureties shall continue to remain liable to the City until all such liabilities are satisfied in full.
- 4. Should the retention of moneys due or to become due to Design-Builder be insufficient to cover such damages, Design-Builder shall pay forthwith the remainder to the City.

# ARTICLE 8 - INSPECTION AND CORRECTION OF WORK

### 8.01 UNCOVERING OF WORK

- A. No Work or portion of shall be covered until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.
- B. If any part of the Work is covered contrary to the request or direction of the City Representative or other public authority having jurisdiction, or contrary to the requirements of the Contract Documents, Design-Builder must, upon written request, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently cover the Work in accordance with the requirements of the Contract Documents without adjustment to the Contract Time or Contract Sum. The provisions and obligations set forth in this subparagraph shall apply even if the City or other public authority having jurisdiction ultimately determine (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.
- C. Should the City or other public authorities having jurisdiction wish to either (i) re-inspect a portion of the Work that has been covered by Design-Builder in compliance with subparagraph 8.01A, above, or (ii) inspect a portion of the Work that has been covered by Design-Builder which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City or other public authorities having jurisdiction did not specifically request to observe prior to its being covered, Design-Builder shall uncover the applicable portion of the Work upon written request. If the City or other public authorities having jurisdiction determine that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City or other public authority having jurisdiction determine that the Work uncovered does not conform to the requirements of the Contract Documents, then Design-Builder shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

### 8.02 TESTS AND INSPECTIONS

- A. All testing and inspection of the Work required by the Contract Documents (other than special inspections as set forth in sub-paragraph 8,02B below) shall be arranged and paid for by Design-Builder through an independent testing laboratory, unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction.
- B. Special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or other agency having jurisdiction shall be performed at the City's expense. Design-Builder shall give the City Representative, the City's independent testing laboratory, special inspectors, and representatives from other authorities having jurisdiction a minimum of 10 working days notice, excluding weekends and City holidays, of when and where such special inspections are required so the City may arrange for the appropriate City representatives and inspectors, and representatives from other public authorities having jurisdiction, to be present to perform the necessary inspections or tests.
- 1. The City reserves the right to modify the scope of, or to reassign, any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing agency or consultant retained by the City in connection with the Work.
- C. If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in subparagraph 8.02A, the City will order the performance of such services by qualified independent testing agencies, or consultants as may reasonably be required. The City shall bear such costs except as otherwise provided in subparagraph 8.02D.
- D. If such testing, inspection or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Design-Builder shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the City's additional testing and inspection services and expenses.
- 1. If the City's observation of any inspection or testing undertaken pursuant to this Paragraph 8.02 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the City will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.
- 2. Design-Builder shall bear all costs thereof, including reimbursement to the City for the City's additional testing and inspection services if any are required, made necessary thereby. However, neither the City's authority to act under Paragraph 8.02 nor any

- decision made by the City Representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the City to Design-Builder, any subcontractor, or any of their agents or employees, or any other person performing any of the Work.
- E. Neither observation by the City nor inspections, tests, or approvals by the City's inspectors or testing agencies and consultants, or by other public authorities having jurisdiction, shall relieve Design-Builder from Design-Builder's obligation to perform and provide quality control services to assure that the Work conforms to the requirements of the Contract Documents.
- F. Failure or neglect on the part of the City or any of its authorized agents or representatives to condemn or reject Non-Conforming Work or defective materials shall not be construed.
- 1. To imply acceptance of such Non-Conforming Work or materials; or
- 2. As barring the City at any subsequent time from the recovery of money needed to build anew all portions of such Non-Conforming Work; or
- To relieve Design-Builder from the responsibility of correcting Non-Conforming Work or materials.
- G. Unless otherwise required by the Contract Documents, required certificates of testing, inspection or approval shall be secured by Design-Builder and furnished to the City in accordance with the Specifications.
- H. Design-Builder shall provide promptly all facilities, labor, equipment, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the City. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.
- 1. The City reserves the right to charge to Design-Builder any additional cost of inspection, including travel, transportation, lodging, etc., or test when the Work, material or workmanship is not ready for testing or inspection at the specified time.

# 8.03 CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD

A. Design-Builder shall (i) correct Non-Conforming Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to the City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Non-conforming Work or correction of Non-conforming Work. Design-Builder shall promptly commence such correction, replacement, repair, or restoration upon notice from the City Representative, but in no case later than 10 days after receipt of such notice; and Design-Builder shall diligently and continuously prosecute such correction to completion. Design-Builder shall

bear all costs of such correction, replacement, repair, or restoration, and all damages resulting from such Non-conforming Work, including without limitation additional testing, inspection, and compensation for City Representative's services and expenses (including the City's expenses at the labor rates included in the contracts between the City and the City's testing and inspection services, ).

- B. The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the General Requirements or other Contract Documents or prescribed by applicable laws and regulations, commencing as follows:
- 1. For any Work not described as incomplete in the Punch List / Final Completion, on the date of Substantial Completion.
- 2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion per Paragraph 9.07 (Partial Utilization), as established in a Notice of Partial Utilization.
- 3. For all Work other than B.1 and B.2, above, from the date of Final Completion.
- C. The requirement to correct Non-Conforming Work shall continue until one year after the date of correction of repaired or replaced items, or such longer period as may be specified in the Contract Documents or mutually agreed to by Design-Builder and City
- D. If Design-Builder fails to commence correction of Non-conforming Work or fails to diligently prosecute such correction within 10 working days of the date of written notification from the City, the City may correct the Non-conforming Work in accordance with Paragraph 2.04 or may remove it and store the salvageable materials or equipment at Design-Builder's expense. If Design-Builder does not pay the costs of such removal and storage within 5 working days after written notice, the City may sell, auction, or discard such materials and equipment. The City will credit Design-Builder's account for the excess proceeds of such sale, if any. The City will deduct from Design-Builder's account the costs of damages to the Work, rectifying the Non-conforming Work, removing and storing such salvageable materials and equipment, and discarding the materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Design-Builder shall reimburse the City.
- E. If immediate correction of Non-conforming Work is required for life safety or the protection of property and is performed by City or a separate contractor, Design-Builder shall pay to the City all reasonable costs of correcting such Non-conforming Work. Design-Builder shall replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Non-conforming Work or the correction of such Non-conforming Work.

- F. This requirement to correct Non-conforming Work and all similar requirements applicable to equipment of subcontractors of any tier or suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the City without necessity of separate transfer or assignment thereof.
- G. Design-Builder's obligations under this Paragraph 8.03 are in addition to and not in limitation of its warranty obligations under Paragraph 3.19 or any other obligation of Design-Builder under the Contract Documents. Enforcement of Design-Builder's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Non-Conforming Work. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations of Design-Builder under the Contract Documents. Establishment of correction periods for Non-Conforming Work relate only to the specific obligations of Design-Builder to correct the Work and in no way limits either Design-Builder's liability for Non-Conforming Work or the time within which proceedings may be commenced to enforce Design-Builder's obligations under the Contract Documents.

# 8.04 ACCEPTANCE OF NON-CONFORMING WORK

A. If, in the sole and unfettered judgment of the City, it is undesirable or impractical to repair or replace any Non-Conforming Work, the City may accept such Non-Conforming Work in exchange for a reduction in the Contract Sum by such amount as the City or its authorized representatives deem equitable, or Design-Builder shall rebate moneys previously paid by the City.

# **ARTICLE 9 - PAYMENTS AND COMPLETION**

# 9.01 CONTRACT SUM

- A. Payment to Design-Builder at the Contract Sum shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work; for performing and completing all Work in accordance with the requirements of the Contract Documents; and for all expenses incurred by Design-Builder for any purpose incidental to performing and completing the Work.
- B. Whenever the Contract Documents specify that Design-Builder is to perform Work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that such Work is to be performed or such materials furnished without extra charge, allowance or direct payment of any sort, and that the cost of performing such Work or furnishing such materials is included in Design-Builder's Total Bid Price.

# 9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK

- A. Within 30 days after receipt of the Notice to Proceed, or as otherwise specified in Division 01, Design-Builder shall submit a detailed cost breakdown of each of the lump sum Items in the Schedule of Bid Prices, including Alternate Bid Items selected by the City, coordinated with the progress schedule. This breakdown shall be referred to as the schedule of values and shall serve as the basis for progress payments for lump sum Items. No progress payments will be made on account of lump sum Items until the City has reviewed and accepted Design-Builder's schedule of values.
- 1. The specific format, detail and submittal requirements for the schedule of values shall be as specified in Division 01 or as directed by the City to facilitate and clarify progress payments to Design-Builder for completed Work.
- 2. The sum of the individual costs listed in the schedule of values for each lump sum Item shall equal the lump sum price Bid therefor under the Bid Item named in Schedule of Bid Prices.
- 3. Unless otherwise provided in the Contract Documents, Design-Builder's overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Design-Builder's Total Bid Price.
- B. The City will review and return Design-Builder's schedule of values with comments. Design-Builder shall make all corrections requested by the City and resubmit for approval.
- 1. The City shall be the sole judge of the sufficiency in detail and proper proportioning of Design-Builder's schedule of values.
- 2. Design-Builder's schedule of values will be acceptable to the City as to form and substance if it provides a reasonable allocation of Design-Builder's Bid amount to component parts of the Work.
- C. Upon concurrence by the City, a written formal approval of Design-Builder's schedule of values will be issued. If the City later determines that the schedule of values is insufficient or incorrect, an adjustment shall be made as specified in subparagraph 9.02B.

### 9.03 PROGRESS PAYMENTS

- A. Subject to the conditions set forth in these General Conditions, and to the authorization of the City or the authorized representatives of the City, payment shall be made upon demand of Design-Builder and pursuant to the Contract Documents as follows.
- B. On the 25th day of each month, Design-Builder shall submit to the City for review an Application for Payment, on a form approved by the City and signed by Design-Builder, covering the Work completed by Design-Builder as of the date of the Application and accompanied by such supporting documentation as specified in Division 01.

- 1. The monthly value of lump sum Work shall be estimated by Design-Builder pursuant to the schedule of values prepared in accordance with Paragraph 9.02. Design-Builder's estimates need not be based on strict measurements but shall consist of good-faith approximations and shall be proportional to the total amount, considering payments previously made, that becomes due for such Work satisfactorily completed in accordance with the requirements of the Contract Documents.
- 2. Progress payments on account of Unit Price Work shall be based on the number of units of Work satisfactorily completed as determined by the City and the unit prices Bid by Design-Builder, adjusted as specified in Paragraph 6.08 for the actual quantities of Work performed.
- 3. Progress payments on account of allowances named in the Schedule of Bid Prices shall be made for such sums as may be acceptable to the City. Prior to final payment, an appropriate Change Order will be issued as directed by the City Representative to reflect actual amounts due Design-Builder on account of Work covered by allowances, and the Contract Sum will be adjusted accordingly.
- C. The Application for Payment shall identify the amount of Design-Builder's total earnings to date.
- D. Monthly progress payment amounts to Design-Builder shall be based upon completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in subparagraph 9.10, no allowance will be made for materials or equipment not incorporated into the Work .
- E. Monthly Applications for Payment shall be based on information developed at monthly progress meetings and shall be prepared by Design-Builder as specified in Division 01. Submission of approved monthly progress schedule updates for same period as the Application for Payment shall be a condition precedent to making progress payment Applications. No partial progress payment shall be made to Design-Builder until all cost information requested by the City is submitted and reviewed.
- F. In addition to other requirements specified in Division 01, consistent with San Francisco Mayor's Executive Directive 12-01, Design-Builder shall include its Subcontractors' and Suppliers' acceptable payment request or invoices with the Monthly Application for Payment that it submits no later than 30 days after receipt of such invoices or payment request from its Subcontractors, and Suppliers.
- G. As soon as practical after estimating the progress of the Work, the City will pay to Design-Builder in a manner provided by law an amount based upon Contract prices, of labor and materials incorporated in the Work at the Site until midnight of the 25th day of the current month, less the aggregate of the amount of previous payments. Payments, however, may be withheld at any time that the Work, in the City's estimation, is not

proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.05.

- 1. The City shall endeavor to make progress payments for undisputed amounts within 15 business days, but no later than 45 business days, of receiving a payment request and the required documentation including, without limitation, certified payrolls and Contract Monitoring Division program participation forms. In no event shall the City become liable for interest or other charges for late payment except as set forth in San Francisco Administrative Code section 6.22(j)(7).
- H. No inaccuracy or error in said monthly estimates shall operate to release Design-Builder or its sureties from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the City shall have the right to correct any error made in any estimate for payment.
- I. In accordance with the provisions of section 22300 of the California Public Contract Code, Design-Builder will be permitted to substitute securities for any moneys withheld by the City to ensure performance under the Contract under the following conditions:
- 1. At the request and expense of Design-Builder, securities listed in section 16430 of the California Government Code, bank or savings and loan certificate of deposits, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the City and Design-Builder which are equivalent to the amount withheld under the retention provisions of the Contract Documents shall be deposited with the City Controller who shall then pay such moneys to Design-Builder. Upon satisfactory completion of the Project and all Work under the Contract, the securities shall be returned to Design-Builder.
- 2. Design-Builder shall be the beneficial owner of the securities substituted for moneys withheld and shall receive any interest thereon.
- 3. Design-Builder shall enter into an escrow agreement with the City Controller according to Section 00 63 30 "Escrow Agreement for Security Deposits in Lieu of Retention", specifying the amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Builder, and termination of escrow upon completion of the Contract.
- J. The granting of any progress payment, or the receipt thereof by Design-Builder, shall not constitute acceptance of the Work or any portion thereof and shall in no way lessen the liability of Design-Builder to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made.
- K. It is mutually understood and agreed that the City may withhold from any payment otherwise due Design-Builder such amounts as may be necessary to protect the City to ensure completion of the Project pursuant to the requirements of this Contract. The failure or refusal of the City to withhold any moneys from Design-Builder shall in no way impair the obligations of

any surety or sureties under any bonds furnished under this Contract.

- 1. If any payment or portion of payment is withheld by the City, Design-Builder will be notified in writing of the cause(s) of such action.
- L. Only Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City shall be included on the payment authorization, and only that portion of the Change Order Work actually performed shall be submitted for payment. Design-Builder shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.
- M. Submission of Electronic Certified Payrolls. No monthly progress payments will be processed until Design-Builder has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and materials incorporated into the Work.
- N. No monthly progress payments will be processed until Design-Builder has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.
- 1. Design-Builder shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS"), an Internet-based system accessible on the World Wide Web through a web browser. The Design-Builder and each Subcontractor and Supplier will be assigned a log-on identification and password to access the PRS.
- 2. Contractor shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.
- 3. Use of the PRS may require Design-Builder, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Design-Builder's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.
- 4. The City will provide basic training in the use of the PRS at a scheduled training session. Design-Builder and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.
- 5. Design-Builder shall comply with the requirements of this subparagraphs 9.03M and N at no additional cost to the City.
- 6. The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Design-Builder's

failure to make a timely and accurate submittal of certified payrolls.

O. Design-Builder Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of section 6.22(g) of the Administrative Code, Design-Builder shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Design-Builder and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Design-Builder to a Subcontractor, the Design-Builder may withhold the disputed amount but shall pay the undisputed amount. If Design-Builder violates the provisions of Section 6.22(q), then Design-Builder shall pay to the Subcontractor directly the penalty specified in Section 6.22(q).

#### 9.04 RETENTION

- A. As required by and in conformance with the procedures set forth in section 6.22(j) of the Administrative Code, the City shall hold 5 percent in retention from each progress payment.
- B. When the City determines that the Work is 98% or more complete, the City may reduce retention funds to an amount equal to 200% of the estimated value of work yet to be completed, plus any amounts necessary to cover offsets by the City or liquidated damages, defective Work, stop notices, forfeitures, and other charges.
- C. The City shall release the balance of retention only upon the following conditions: (i) the Design-Builder has reached Final Completion as provided in paragraph 9.09, below, and (ii) the Contract is free of offsets by the City for liquidated damages and defective work and is free of stop notices, forfeitures, and other charges.
- D. The Design-Builder may apply for early release of retention for Work performed by (1) any subcontractor certified by the City as an LBE or (2) any subcontractor under a Contract with a construction duration of more than two years. The Design-Builder shall make such application in writing and shall certify the following:
- 1. That the Work by the subcontractor is completed and satisfactory in accordance with the Contract Documents:
- 2. The total amount paid to the subcontractor by Design-Builder as of the date of the written request; and
- 3. The amount of retention associated with the Work performed by the subcontractor.
- 4. Design-Builder acknowledges and agrees that the release of retention under this subparagraph shall not reduce the responsibilities or liabilities of the Design-Builder or its surety(ies) under the Contract or applicable law.

#### 9.05 PAYMENT AUTHORIZATION

- A. The City will, after receipt of Design-Builder's Application for Payment, approve such amount as the City determines is properly due.
- B. Payment will be issued by the City based on the City's determination that the Work has progressed satisfactorily to the point stated in the application for payment. Payment will not be a representation that the City has:
- 1. inspected the Work exhaustively to check that the quality or quantity are in conformance to the requirements of the Contract Documents; or
- reviewed Design-Builder's means, methods, techniques, sequences or procedures of construction; or
- 3. ascertained how or for what purpose Design-Builder has used money paid, or determined that title to any of the Work, materials, or equipment has passed to the City free and clear of any liens.

### 9.06 WITHHOLDING PAYMENT

- A. The City may decide not to authorize payment, in whole or in part, to the extent reasonably necessary to protect itself, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Design-Builder's failure. if, in the City's judgment, the determination required by subparagraph 9.05B cannot be made. If the City does not authorize payment in the amount of the application, the City will notify Design-Builder of the reasons for withholding payment. The City may also decline to authorize payment based on subsequently discovered evidence, and the City may nullify the whole or a part of a payment previously issued, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Design-Builder's failure, for one or more of the following reasons:
- 1. The City determines the existence of Nonconforming Work or completed Work that has been damaged, requiring correction or replacement.
- 2. Third party claims have been filed, or there is reasonable evidence indicating probable filing of such claims.
- 3. The City determines that the Work cannot be completed for the unpaid balance of the Contract Sum
- 4. The Contract Sum has been reduced by Change Orders.
- $\label{eq:contractor} \textbf{5.} \quad \text{Damage has occurred to the City or another contractor.}$
- 6. The City determines that the Work will not be completed within the Contract Time and that the current unpaid balance and retention will not be adequate to cover actual or liquidated damages for the anticipated delay.

- 7. The City determines that Design-Builder persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, any of the causes enumerated under subparagraph 14.01A).
- 8. The City determines that Design-Builder fails to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.
- The City determines that Design-Builder fails to comply with any other requirements of the Contract Documents.

### 9.07 PARTIAL UTILIZATION

- A. Whenever the Work, or any part thereof, is in a condition suitable for use in the opinion of the City, and the best interest of the City requires such use, the City may make a written request for Design-Builder to permit the City to take possession of and use the Work, or a part thereof, at no additional cost to the City. When so used, maintenance and repair due to ordinary wear and tear caused by the City will be made at the City's expense. The use by the City of the Work or part thereof shall in no case be construed as constituting completion or acceptance of Non-conforming Work. Unless otherwise provided elsewhere in the Contract Documents, such use shall neither relieve Design-Builder of any of its responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.
- B. Such Partial Utilization may commence at any time as determined by the City, except that the insurers providing property insurance shall have acknowledged notice thereof and in writing effected any changes in insurance coverage necessitated thereby.
- C. If, in response to the City's written request(s) to take possession of and use part of the Work, Design-Builder believes that a specified part of the Work is Substantially Complete and ready for Partial Utilization, Design-Builder shall notify the City in writing and request a joint inspection of that part of the Work per the procedures described in Paragraph 9.08. When the City determines that the Work is ready for Partial Utilization, the City will issue a Notice of Partial Utilization, which shall establish the Partial Utilization date. The City will also issue a Punch List for the Work identifying deficient items to be corrected by Design-Builder prior to Final Completion.
- D. Partial utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- E. Design-Builder shall perform final cleaning of such partially utilized Work as specified in the Division 01 when directed to do so by the City.
- F. The Guarantee to Repair Period, as defined in Paragraph 8.03, will commence upon the date specified in the Notice of Partial Utilization except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which

- the City has not taken Partial Utilization or issued a Notice of Partial Utilization shall not commence until the City has taken Partial Utilization for that portion of the Work or has issued a Notice of Substantial Completion for the entire project.
- G. Except as provided in this Paragraph 9.07, there shall be no additional cost to the City due to Partial Utilization.

#### 9.08 SUBSTANTIAL COMPLETION

- A. Design-Builder shall notify the City in writing when Design-Builder considers that the Work is Substantially Complete and request that the City inspect the Work and prepare a Notice of Substantial Completion. Attached to Design-Builder's request for a Substantial Completion inspection shall be a preliminary list of items to be completed or corrected before Final Completion.
- B. Within 14 working days from receipt of Design-Builder's written notification, the City will make an inspection to determine whether the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will provide Design-Builder with a Punch List/Substantial Completion that lists all Items that shall be corrected or completed before the City considers the Work Substantially Complete.
- C. Once Design-Builder has completed all items on the Punch List/Substantial Completion, Design-Builder shall request a second inspection by the City to verify that the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will follow the same procedure as for the first inspection as described in subparagraph 9.08B. Design-Builder shall reimburse the City for costs incurred by the City and its consultants related to all additional inspections necessary to achieve Substantial Completion.
- D. As a condition precedent to Substantial Completion, Design-Builder shall obtain a temporary certificate of occupancy from the City's Department of Building Inspection or other equivalent agency having jurisdiction over the Work in the event that such temporary occupancy permit or equivalent permit is necessary for the City to utilize the Work for the purposes for which it is intended.
- E. When the City determines that the Work is Substantially Complete, the City will issue a Notice of Substantial Completion, which shall establish the Substantial Completion date.
- F. At the time of delivery of the Notice of Substantial Completion, the City will deliver to Design-Builder (i) a Punch List/Final Completion identifying deficient items to be corrected by Design-Builder prior to Final Completion; and (ii) a written determination as to the division of responsibilities regarding close-out requirements including, but not limited to, security, operation, safety, maintenance, heat, utilities, insurance and warranties.

#### 9.09 FINAL COMPLETION AND FINAL PAYMENT

- A. When Design-Builder considers all Work complete, including all items of Work on the Punch List/Final Completion and all closeout requirements, Design-Builder shall notify the City in writing and request that the City issue a certificate of acceptance.
- B. Within 5 working days of receipt of Design-Builder's written notice, the City will verify whether all Punch List/Final Completion items are completed. If the City finds that any of the Punch List/Final Completion items are not complete, the City will notify Design-Builder in writing. Design-Builder shall promptly take actions necessary to complete such Punch List/Final Completion items.
- C. Once Design-Builder considers all deficient Punch List/Final Completion items complete, Design-Builder shall notify the City in writing and request a second inspection. If the City finds the Punch List/Final Completion items are still not complete, Design-Builder shall be responsible for all costs for conducting such additional inspections incurred by the City and its consultants before Final Completion. The cost of such inspections shall not be considered a delay cost and shall be charged in addition to any liquidated damages which may become due as a result of Design-Builder's failure to achieve Final Completion within the time prescribed in Section 00 73 02. All such costs of the City and its consultants shall be deducted from amounts which are due or become due to Design-Builder.
- D. While deficient Punch List / Final Completion Work is outstanding, the City may, at its option, pay Design-Builder any earned Contract funds, including retention, subject to offset for the following: (i) funds subject to a certification of forfeiture by the Office of Labor Standards Enforcement and/or stop notice claims and/or funds to be withheld as otherwise required by law or court order; (ii) an amount not to exceed 200 percent of the total estimated cost of labor and materials to correct any Non-conforming, unacceptable, or incomplete Work; and (iii) amounts assessed for liquidated damages.
- E. After Design-Builder has completed to the satisfaction of the City all Punch List/Final Completion items and close-out requirements in accordance with the Contract Documents, the City will issue a written certificate of acceptance as required by section 6.22(k) of the San Francisco Administrative Code stating that the Work is acceptable, and Design-Builder may submit the final application for payment.
- F. Design-Builder and each assignee under any assignment in effect at the time of final payment shall, if required by the City, execute and deliver at the time of final payment, as a condition precedent to final payment, a release in form and substance satisfactory to, and containing such exemptions as may be found appropriate by the City, discharging the City and the City's consultants, and their directors, officers, members, employees, agents and authorized representatives of all liabilities, obligations and Claims arising under this Contract.

# 9.10 PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENTS FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE

- A. Long Lead Items Not Delivered to Design-Builder. In general, the City will not make payments for undelivered equipment or materials. Notwithstanding that general rule, the Contract Documents may, in limited circumstances, authorize partial payment for undelivered equipment or materials which require lengthy fabrication periods. Payment will be made according to and limited to the specific authorization and process set forth in the Design Build Agreement Form (Section 00 52 00). The City will not make partial payment for undelivered Items unless the Agreement specifically authorizes such payment.
- B. Items Delivered and Stored On or Off the Site. In general, the City will not make partial payment to Design-Builder for material or equipment procured by Design-Builder but stored on or off the Site and not incorporated into the Project. Notwithstanding that general rule, the following exception applies in limited circumstances:
- 1. The City will, upon written request by Design-Builder, make partial payment for material or equipment procured by Design-Builder and not incorporated into the Project subject to the following conditions:
- a. Partial payment will not be made for any materials or equipment unless each individual piece of the material or equipment will become a permanent part of the Work, the materials and/or equipment are required by the Contract Documents, and the materials and/or equipment are specially manufactured for the Project and could not readily be used for or diverted to another job.
- b. No partial payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
- c. Applicable materials and/or equipment are either stored on the Site or at an off-Site location approved in advance and in writing by the City and in compliance with the requirements set forth in this Subparagraph.
- d. Partial payment for materials or equipment stored off the Site shall be limited to the lessor of 75% of the invoice cost or the Bid Item amount less an estimate by the City for installation. Partial payment for materials or equipment stored on the Site shall be limited to the lessor of 95 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Design-Builder shall provide all documentation necessary to establish the cost of the materials or equipment. The City shall be sole judge of installation costs. The actual percentage paid (subject to the 75% or 95% limit, as applicable) shall be at the discretion of the City.

- e. The General Requirements may set forth additional conditions applicable to partial payment for materials and equipment.
- 2. The City will not approve a request for partial payment for material or equipment not incorporated into the Project unless Design-Builder complies with each of the applicable requirements set forth below. No partial payment will be made until Design-Builder submits sufficient and satisfactory documentation to the City as required below.
- a. Design-Builder shall submit to the City Representative proof of off-Site material or equipment purchases, including bills of sale, invoices, unconditional releases and/or other documentation as requested by the City warranting that Design-Builder has received the material or equipment free and clear of all liens, charges, security interests, and encumbrances.
- b. Design-Builder shall submit to the City Representative proof that title to stored Items vested in the City at time of delivery to the Site or off-Site warehouse. Design-Builder shall be responsible for all costs associated with storage of the Items.

### c. Not used.

- d. Design-Builder shall store the materials and/or equipment in a bonded warehouse or facility approved by the City Representative. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY AND COUNTY OF SAN FRANCISCO." Builder shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. Design-Builder shall inspect the materials and equipment, and shall submit regular reports to the City Representative as specified in the General Requirements, listing all of the equipment stored, results of its inspection, and the maintenance performed.
- e. Design-Builder, at no additional cost to the City, shall insure stored material and/or equipment against theft, fire, loss, vandalism, and malicious mischief, and shall deliver the policy or certificate of such insurance to the City Representative naming the City as additional insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is provided to the City. The insurance shall cover the material or equipment while stored at the approved location, while in transit to the Site, while being off-loaded at the Site and until the material or equipment is incorporated into the Work and the Work is accepted by the City.
- f. Design-Builder shall submit to the City Representative written consent from Design-Builder's sureties approving the partial payment for Items stored on or off Site. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.

- g. Stored material or equipment shall be available for inspection by the City at all times. Design-Builder shall, upon request, assist the City Representative in conducting a full view, piece-by-piece, inventory or all such material or equipment.
- h. Design-Builder shall protect stored material and equipment from damage. Damaged material and/or equipment, even though paid for, shall not be incorporated into the Work. In the event of loss or damage to paid material and/or equipment, Design-Builder shall be responsible for replacing such lost or damaged material and/or equipment at its own cost and shall be responsible for all delays incurred to the Project as a result of such loss or damage. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Design-Builder fails to replace lost or damaged material and/or equipment at its own cost.
- i. Design-Builder shall deliver stored material and equipment to the Site. After delivery, if any inherent or acquired defects are discovered in such material and/or equipment, Design-Builder shall remove and replace any defective Items with suitable Items at no additional cost to the City. Design-Builder shall be responsible for all delays incurred to the Project resulting from the removal and replacement of defective material and/or equipment. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Design-Builder fails to remove and replace defective Items.
- 3. Nothing in this Paragraph 9.10 shall relieve Design-Builder of its responsibility for incorporating material and equipment into the Work that conform to the requirements of the Contract Documents.
- 4. Design-Builder shall absorb any and all costs incurred to meet the requirements of this Paragraph 9.10 without modification to the Contract Sum.

# **ARTICLE 10 - INSURANCE AND BONDS**

### 10.01 INSURANCE REQUIREMENTS

A. Design-Builder shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Section 00 73 16.

# 10.02 PERFORMANCE BOND AND PAYMENT BOND

- A. Design-Builder shall file with the City the following bonds using the form provided in Section 00 61 13 as provided in Section 00 52 00:
- 1. a corporate surety bond, in a sum as required by the Agreement, to guarantee the faithful performance of the Contract ("Performance Bond"); and
- 2. a corporate surety bond, in a sum as required by the Agreement, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond").

- B. Said Performance Bond shall cover all corrective Work required during the Guarantee to Repair Period, all warranty and maintenance Work required by the Contract Documents, and any and all Work required to correct latent defects.
- C. Corporate sureties issuing these bonds and Bid bonds as specified in Section 00 21 13 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have either a current A.M. Best Rating not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall be satisfactory to the City.

### **ARTICLE 11 - LABOR STANDARDS**

#### 11.01 PREVAILING WAGES

- A. It is hereby understood and agreed that all provisions of section 1770, et seq., of the California Labor Code are required to be incorporated into every contract for any public work or improvement and are provisions of this Contract.
- B. It is hereby understood and agreed that all provisions of sections 6.22E and 6.22F of the San Francisco Administrative Code are incorporated as provisions of the Contract Documents including, but not limited to, the following:
- Design-Builder shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.
- 2. Design-Builder shall insert in every subcontract or other arrangement, which it may make for the performance of any Work or labor on the Work, a provision that said Subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.
- 3. Design-Builder shall keep or cause to be kept complete and accurate payroll records for all persons performing labor in or about the Work. Such records shall include the name, address, and social security number of each worker who provided labor, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized

- representatives and the California Department of Industrial Relations.
- 4. Should Design-Builder, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fail or neglect to pay to the persons who shall perform labor under this Contract, subcontract or other arrangement for the Work, the highest general prevailing rate of wages as herein specified, Design-Builder shall forfeit, and in the case of any Subcontractor so failing or neglecting to pay said wage, Design-Builder and the Subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code Section 1775, but not less than \$50 per worker per day.
- 5. No person performing labor or rendering service in the performance of the Contract or a subcontract for the Work herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Design-Builder or any Subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code Section 1775, but not less than \$50 per worker per day.
- C. The Most current highest prevailing wage rate determinations made at the time of the advertisement for Bids are hereby incorporated as part of the Contract Documents. No adjustments in the Contract Sum will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.
- 1. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at http://www.dir.ca.gov/DLSR/PWD.
- 2. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.
- D. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement
- E. Design-Builder shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed.

### 11.02 PAYROLLS

A. Certification of Payroll Records: Design-Builder shall comply with the requirements of section 1776 of the California Labor Code, or as amended from time to time, regarding preparation, the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

- 1. The payroll records shall be certified under penalty of perjury and shall be submitted electronically to the City and, where required, to the California Department of Industrial Relations, as set forth in Paragraph 9.03M and N. In addition, Design-Builder shall make the payroll records available for inspection at all reasonable hours at the job site office of Design-Builder on the following basis:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.
- c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Design-Builder.
- d. Design-Builder shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.
- 2. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code section 1776(e), as that section may be amended from time to time.
- 3. Design-Builder shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.
- 4. In the event that Design-Builder receives a written notification of noncompliance with section 1776, Design-Builder shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Design-Builder shall, forfeit the penalties set forth in Administrative Code section 6.22(e) and (f) and/or Labor Code section 1776. Upon the request of the Division of Apprentice-ship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum.
- 5. Design-Builder is solely responsible for compliance with section 1776. The City shall not be liable for Design-Builder's failure to make timely or accurate submittals of certified payrolls.

# 11.03 APPRENTICES

A. Design-Builder and its Subcontractors of every tier shall, as a material term of the Contract, comply

- with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4 [commencing at section 3070], and section 1777.5) and San Francisco Administrative Code, section 6.22(n). Design-Builder shall be solely responsible for securing compliance with section 1777.5 for all apprenticeable occupations.
- 1. Design-Builder shall comply with all requests by the City to provide proof that Design-Builder and all of its Subcontractors at every tier are in compliance with the State Apprenticeship Program.
- Design-Builder shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.
- 3. Section 1777.5 does not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30.000).
- B. Should Design-Builder fail to comply with the apprenticeship requirements of section 1777.5, Design-Builder shall be subject to the penalties prescribed in section 1777.7 of the California Labor Code. The interpretation and enforcement of section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- C. Design-Builder, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Design-Builder shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.
- D. Under California Public Contract Code section 6109, Design-Builder or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.
- 1. Any contract for the Project entered into between Design-Builder and a debarred subcontractor is void as a matter of law.
- 2. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Design-Builder shall return to the City any public money that may have been paid to a debarred subcontractor by Design-Builder.
- 3. Design-Builder shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project.

### 11.04 LABOR STANDARDS ENFORCEMENT

- A. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations ("DIR") and the San Francisco Office of Labor Standards Enforcement.
- B. In accordance with Administrative Code section 6.22(e)(7) and section 6.24 and the applicable sections of the California Labor Code,, Design-Builder further acknowledges and agrees as follows:
- 1. Design-Builder will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code..
- 2. Design-Builder agrees that the DIR and the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.
- 3. Design-Builder shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.
- 4. Design-Builder shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed.
- 5. The DIR and the Labor Standards Enforcement Officer may audit such records of Design-Builder is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the Charter, Chapter 6 of the Administrative Code, and the applicable sections of the California Labor Code.
- C. Under California Public Contract Code section 6109, Design-Builder or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.
- 1. Any contract for the Project entered into between Design-Builder and a debarred subcontractor is void as a matter of law.
- 2. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Design-Builder shall return to the City any public money that may have been paid to a debarred subcontractor by Design-Builder.
- 3. Design-Builder shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project.

### **ARTICLE 12 - SAFETY**

### 12.01 PRECAUTIONS AND PROGRAMS

- A. Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Builder shall be solely responsible for any and all fines, penalties or damages which result from Design-Builder's failure to comply with applicable health and safety laws and regulations during performance of the Work.
- B. Design-Builder shall designate in writing a responsible competent person of Design-Builder's organization at the Site as Project safety representative whose principal duties shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs in accordance with the requirements of applicable laws and regulations. This person shall be available 24 hours a day, 7 days a week by telephone or other approved means.
- C. Design-Builder shall perform all Work relating to hazardous materials as required by the Contract Documents. Design-Builder and its Subcontractors shall comply with all federal, state and local statutes and regulations on training, handling, storage, public notification and disposal of hazardous materials and hazardous wastes. In the event that Design-Builder or its Subcontractors introduces and/or discharges, spills or releases a hazardous material onto the site in a manner not specified by the Contract Documents: and/or (ii) disturbs a hazardous material identified in the Contract Documents or Available Project Information, the Design-Builder shall immediately notify the City Representative and any required agencies of the spill, release or discharge and Design-Builder shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Design-Builder's expense or by Design-Builder. through a qualified remediation Subcontractor, at Design-Builder's expense. Under no circumstance shall the Design-Builder perform remediation Work for which it is not qualified.
- D. Should Design-Builder or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not show in the Contract Documents or Available Project Information, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Design-Builder shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract Documents or Available Project Information, if deemed necessary by the City, will be performed as directed by the City at the City's expense. In the event that Design-Builder is delayed in the completion of the Contract Work solely because of such hazardous materials or conditions not previously identified in the Contract Documents or Available Project

Information, the Design-Builder shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.

### 12.02 PERSONS AND PROPERTY

- A. Design-Builder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to the following:
- 1. all persons on the Site or others who may be affected by the Work;
- the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Site: and
- 3. other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not indicated to be removed, relocated or replaced on the Contract Documents.
- B. Design-Builder shall give notices pursuant to California Civil Code section 832 and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. Design-Builder shall notify owners of adjacent property, underground facilities and utilities, such as PG&E, AT&T, Municipal Railway, Hetch Hetchy Water and Power, and the San Francisco Public Utilities Commission, of Design-Builder's operations a reasonable time in advance thereof so as to permit the owners to make suitable markings on the street surface of the locations of such facilities. After such markings have been satisfactorily made, Design-Builder shall maintain them as long as necessary for the proper conduct of the Work.
- D. Design-Builder shall not hinder or interfere with an owner or agency having underground facilities and utilities when removing, relocating, or otherwise protecting such facilities.
- E. Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, such as posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying owners and users of adjacent sites, underground facilities and utilities of Design-Builder's operations.
- F. Design-Builder shall perform all Work in such manner as to avoid damage to existing underground facilities and other utilities in the process of their removal or adjustment and to avoid damage to such facilities lying outside of or below a required excavation or trench area which are intended to remain in place.
- G. Design-Builder shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among

employers at the Site in accordance with applicable laws and regulations.

- H. In the event of damage or loss to property referred to in the previous subparagraphs, whether caused by Design-Builder, its Subcontractors or Lower-Tier Subcontractors, Design-Builder shall promptly remedy such damage or loss, except such damage or loss attributable to the sole negligent acts or omissions of the City. The foregoing obligations of Design-Builder are in addition to Design-Builder's obligations under Paragraph 3.21 of these General Conditions.
- I. Pursuant to section 6705 of the California Labor Code, excavation for trenches 5 feet or more in depth shall not begin until Design-Builder has received acceptance from the City of Design-Builder's detailed plan for worker protection from the hazards of caving ground during excavation of such trenches. Design-Builder's shoring plan shall be submitted in accordance with the requirements of the Specifications and shall show the details and supporting calculations of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No plan shall allow the use of shoring, sloping or other protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If Design-Builder's shoring plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and sealed by an engineer retained by Design-Builder who is registered as a civil or structural engineer in the State of California. The City's acceptance of Design-Builder's shoring plan shall not be construed to relieve Design-Builder of its sole responsibility for damage or injuries related to the excavation resulting from unsafe shoring.
- J. Design-Builder shall be responsible for each operation and all Work, both permanent and temporary. Design-Builder shall protect its Work and materials and fully or partially completed work of the City or separate contractors from damage due to construction operations, the action of the elements, the carelessness of its subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, Design-Builder shall make the whole Work affected good to the satisfaction of the City and without expense to the City.

### 12.03 SAFETY PERMITS

- A. A California industrial safety permit shall be obtained and paid for by Design-Builder if the following occurs:
- 1. the construction of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or
- 2. the demolition of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or

- 3. the excavation of a trench 5 feet deep or deeper into which a person must descend.
- B. Design-Builder shall obtain and pay for all other required safety permits.

## 12.04 EMERGENCIES

A. In emergencies affecting the safety or protection of persons or property at the Site, Design-Builder shall act promptly to prevent threatened damage, injury or loss. Design-Builder shall give prompt written notice to the City if Design-Builder believes that, due to the nature of the emergency or circumstances related thereto, any significant changes in the Work or variations in the Contract Documents have been caused thereby or are required as a result thereof. If the City determines that a change in the Contract Documents is required because of action taken by Design-Builder in response to such an emergency, a Change Order or Unilateral Change Order will be issued as provided in Article 6.

# ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS

### 13.01 CLAIMS GENERALLY

- A. The City and Design-Builder acknowledge and agree that early identification and resolution of potential claims or disputes benefits all parties and advances the success of the Project.
- B. The notice requirements and procedures set forth under this Article 13 are necessary for the City to address potential claims and disputes. Having knowledge of potential claims prior to the Design-Builder performing disputed Work and having documentation from the Design-Builder concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.
- C. Compliance with the Notice of Potential Claim and Contract Claim submission procedures prescribed in this Article are condition precedents to the right to file a Government Code Claim under California Government Code section 900, et seq., and Administrative Code Chapter 10. As set forth in subparagraph 13.04, Design-Builder's submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Design-Builder's compliance with the Government Code Claim requirements until the Contract Claim process is finally completed. Refer to subparagraph 13.04, below. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 13.01D, below. Disputed issues not timely raised and properly documented in conformance with this Article shall be deemed waived by the Design-Builder and may not be asserted in a Government

- Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Design-Builder waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of noncompliance with the Contract Claim submission requirements.
- D. The Contract Claim procedures specified in this Article 13 do not apply to the following: (1) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (2) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury of death; (3) claims by the City; or (4) claims respecting stop notices.
- E. The requirements of this Article 13 shall survive expiration or termination of this Contract.

### 13.02 NOTICE OF POTENTIAL CLAIM

- A. If, during the course of the Project, the Design-Builder, seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Design-Builder arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liqdamages, Proposed Change Orders, Unilateral Change Orders, denial of Change Order Requests, payment, nonpayment, termination for cause. termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then the Design-Builder must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.
- B. Design-Builder must submit a Notice of Potential Claim to the City within seven (7) days of the event, activity, occurrence, or other cause giving rise to the potential Claim. For potential Claims that involve or relate to an extra, change, addition or deletion to the Work, Design-Builder's seven day period to submit a Notice of Potential Claim will commence when the City Representative issues a final written decision denying, in whole or in part, Design-Builder's Change Order Request or other proper request for adjustment to the Contract Sum and/or Contract Time. Note that Design-Builder's failure to comply with required notice and submittal requirements for Change Order Requests (Article 6) or Unforeseen or Differing Conditions (Paragraph 3.05) shall constitute grounds to deny any related Claim.
- C. A Notice of Potential Claim shall describe the nature and circumstances of the potential claim event, set forth the reason(s) for which Design-Builder believes additional compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Design-Builder believes it may be entitled. Notices of Potential Claims submitted

per Paragraph 3.05 (Unforeseen or Differing Conditions) must also identify the Escrow Bid Documents that formed the basis of Design-Builder's Bid to perform the Work affected by the alleged Differing Site Condition.

- D. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Design-Builder to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.
- E. The requirements of Paragraph 13.02 apply regardless of whether or not the disputed issue underlying a potential claim event has been or will be submitted to an issue resolution/escalation ladder, Dispute Review Board, Dispute Resolution Advisor, or similar dispute resolution process that may be required by the Contract Documents.

### 13.03 CONTRACT CLAIM

- A. General Contract Claim Requirements. If the disputed issue(s) underlying a Notice of Potential Claim remains unresolved after 45 days from the submittal of a Notice of Potential Claim, and Design-Builder wishes to pursue the disputed issue(s), Design-Builder must submit a Contract Claim that provides a complete and final justification for additional compensation and time adjustments. Design-Builder must submit a Contract Claim to the City within 45 days of submitting the Notice of Potential Claim. The Contract Claim shall be the Design-Builder's sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article shall constitute a waiver by the Design-Builder as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.
- 1. The time requirement for submitting a Contract Claim set forth in subparagraph 13.03A, above, shall be extended in accordance with the applicable Contract Documents if the Contract Documents require the establishment of an issue resolution/escalation ladder. Dispute Review Board or similar supplemental dispute resolution process(es) and Contractor timely refers a disputed issue to the applicable process. Design-Builder's timely referral of a disputed issue to any mandatory supplemental dispute resolution process(es) set forth in the Contract Documents is a prerequisité to filing a Contract Claim under this Article. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.
  - B. Contract Claim Certification Requirement:

- 1. Design-Builder, under penalty of perjury, shall submit with the Contract Claim certification by Design-Builder and its Subcontractor(s), as applicable, that:
  - a. the Claim is made in good faith;
- b. supporting data are accurate and complete to the best of Design-Builder's and/or Subcontractor's knowledge and belief; and
- c. the amount requested accurately reflects the Contract adjustment for which Design-Builder believes the City is liable.
- 2. An individual or officer who is authorized to act on Design-Builder's behalf shall execute the certification. Failure to certify a claim under penalty of perjury shall render the Contract Claim a nullity and the underlying claim waived by the Design-Builder.
- 3. In regard to a Claim or portion of a Claim by a Subcontractor, Design-Builder shall fully review the Subcontractor's Claim and shall certify the Subcontractor's Claim or such relevant portion(s) of the Subcontractor's Claim, under penalty of perjury, in the same manner the Design-Builder would certify its own claim under the foregoing subparagraph 13.03B.1. The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.
- Design-Builder hereby agrees that failure to furnish certification under penalty of perjury, as required in this Article shall constitute a waiver by the Design-Builder as to the subject Claim.
- 5. Design-Builder further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, Design-Builder may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

### C. Format of a Contract Claim:

- 1. The Design-Builder shall document its Contract Claim in the following format:
  - a. Cover letter and certification.
- b. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
  - c. List of documents relating to Claim:
    - 1) Specifications
    - 2) Drawings
    - 3) Clarifications/RFIs
    - 4) Correspondence
    - 5) Schedules
    - 6) Other
- d. Chronology of events and correspondence.
  - e. Analysis of Claim merit.

- f. Analysis of Claim cost (money and time).
- g. Attachments:
  - 1) Specifications
  - 2) Drawings
  - 3) Clarifications/RFIs
  - 4) Correspondence
  - 5) Schedules
  - 6) Other

# D. <u>Additional Requirements for Contract Claims</u> Regarding Time Extensions:

- 1. All Contract Claims regarding time extensions or assessments of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, an analysis of the delays impacting the as-built critical path. The as-built critical path shall be determined by (1) comparing the late dates for schedule activities indicated within the Design-Builder's "as-planned" CPM schedule (as approved by the City) with the actual dates for the same activities, and then (2) determining the longest path through the as-built schedule using the Design-Builder's originally-approved as-planned activity to activity logic. The "as-built" CPM shall reflect the exact manner in which the Project was actually constructed (including start and completion dates, actual sequence and durations of work activities, and logic).
- The City will not review or consider any Contract Claim regarding time extensions based upon an impacted as-planned CPM, collapsed as-built schedule, time impact analysis or similar method that does not take into account actual events on the Project.

# E. Procedure For Review of a Contract Claim:

- 1. The City shall review only a timely, certified, and properly documented Contract Claim.
- 2. The City shall respond to a Contract Claim in writing, within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.
- 3. Within 10 days of the date of the City's response or expiration of the 45-day period, whichever is earlier, the Design-Builder may request review of the Contract Claim and the City's response by the Department Head. The request must be in writing, directed to the Department Head and copied to the City Representative. Failure by the Design-Builder to make a timely request to the Department Head, copied to the City Representative, shall constitute acceptance by the Design-Builder of the City's original response.
- 4. Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with the Design-Builder and City personnel assigned to the Project, and confirm or revise

the City's response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City's original response shall constitute the final administrative determination by the City.

### 13.04 GOVERNMENT CODE CLAIM

A. For the purposes of this Contract, the City and the Contractor hereby agree that any action at law against the City arising out of or relating to Design-Builder's performance of the Work shall accrue either on the effective date of termination (under Article 14 of these General Conditions) or on the date of Substantial Completion, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 13 shall operate to toll Design-Builder's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03E.4.

# ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

# 14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE

- A. Grounds for Default. Design-Builder is in Default of the Contract if Design-Builder:
- 1. refuses or fails to supply enough properly skilled workers, adequate and proper materials, or supervision to prosecute the Work at a rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted updated progress schedule; or
- 2. is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
- 3. refuses or fails in a material way to replace or correct Work not in conformance with the Contract Documents; or
- 4. repeatedly fails to make prompt payment due to Subcontractors or for labor; or
- 5. materially disregards or fails to comply with any law, ordinance, rule, regulation or order of any public authority having jurisdiction; or
- 6. intimidates or sexually harasses a City employee, agent, or member of the public; or
- 7. is otherwise in material breach of any provision of the Contract Documents.

- B. Notice of Default. When any of the above grounds for Default exist, the City may, without prejudice to any other rights or remedies that the City may have, issue a written Notice of Default to the Design-Builder. The City shall provide a copy of any Notice of Default to the Design-Builder's surety.
- 1. The Notice of Default shall identify the ground(s) for Default and provide the Design-Builder with a 14-day cure period to complete necessary corrective Work and/or actions.
- 2. In the event that necessary corrective Work and/or actions cannot be completed within the 14-day cure period through no fault of Design-Builder or its subcontractors/suppliers, Design-Builder shall, within the 14-day cure period, (i) provide the City with a schedule, acceptable to the City, for completing the corrective Work and/or actions; and (ii) commence diligently the corrective Work and/or actions. The City, after accepting Design-Builder's proposed schedule, will amend the Notice of Default in writing to set forth the agreed-upon cure period. The City will provide a copy of the amended Notice of Default to the Design-Builder's surety.
- C. Termination for Cause. If Design-Builder fails to completely cure the Default either (i) within the 14-day cure period set forth in the Notice of Default; or (ii) within the agreed-upon cure period set forth in an amended Notice of Default, the City may, without prejudice to any other rights or remedies that the City may have, immediately terminate employment of Design-Builder and, subject to the prior rights and duties of the surety under any bond provided in accordance with the Contract Documents:
- 1. take possession of the Site and use any materials, equipment, tools, and construction equipment and machinery thereon owned by Design-Builder to complete the Project;
- 2. accept assignment of subcontracts and agreements pursuant to Paragraph 4.03; and
- 3. finish the Work by whatever reasonable method the City may deem expedient.
- D. When the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Design-Builder shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including all liquidated damages for delays, such excess shall be paid to Design-Builder. If such costs exceed the unpaid balance, Design-Builder shall pay the difference to the City. The amount to be paid to Design-Builder or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.
- 1. Upon completion of all Work, Design-Builder shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Design-Builder shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

E. If after termination of the Design-Builder's right to proceed, it is determined that the Design-Builder was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Sum, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 14.03.

# 14.02 SUSPENSION BY THE CITY FOR CONVENIENCE

- A. The City may, without cause, order Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.
- B. An adjustment shall be made as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Builder is responsible; or
- 2. that an equitable adjustment is denied under another provision of this Contract.

# 14.03 TERMINATION BY THE CITY FOR CONVENIENCE

- A. Pursuant to section 6.22(I) of the San Francisco Administrative Code the City may terminate the performance of Work under this Contract in accordance with this Paragraph 14.03 in whole or, from time to time, in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Design-Builder of a notice of termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a notice of termination, and except as otherwise directed by the City, Design-Builder shall comply with all of the following requirements.
- 1. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work under the Contract that is not terminated.
- 3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination.
- 4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of Design-Builder under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subcontracts.

- 5. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts with the approval or ratification of the City, in writing, to the extent it may require. The City's approval or ratification shall be final for all the purposes of this Paragraph 14.03.
- 6. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City.
- 7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the City directs or authorizes, any property of the types previously referred to herein, but Design-Builder (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the City. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to Design-Builder under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct.
- 8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- 9. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Contract which is in the possession of Design-Builder and in which the City has or may acquire an interest.
- C. After receipt of a notice of termination, Design-Builder shall submit to the City its termination claim, in the form and with the certification the City prescribes. Such termination claim shall be submitted promptly. but in no event later than 3 months from the effective date of termination, unless one or more extensions in writing are granted by the City upon written request of Design-Builder within such 3-month period or an authorized extension period. However, if the City determines that the facts justify such action, it may receive and act upon any such termination Claim at any time after such 3-month period or extension period. If Design-Builder fails to submit its termination Claim within the time allowed, the City may determine, on the basis of information available to the City, the amount, if any, due to Design-Builder because of the termination. The City shall then pay to Design-Builder the amount so determined.
- D. Subject to the previous provisions of this Paragraph 14.03, Design-Builder and the City may agree upon the whole or any part of the amount or amounts to be paid to Design-Builder because of the total or partial termination of Work. The amount or amounts may include a reasonable allowance for profit on Work

- done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum of Work not terminated. The Contract shall be amended accordingly, and Design-Builder shall be paid the agreed amount. Nothing following, prescribing the amount to be paid to Design-Builder in the event of failure of Design-Builder and the City to agree upon the whole amount to be paid to Design-Builder because of the termination of Work under this Paragraph 14.03, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to Design-Builder pursuant to this subparagraph 14.03D.
- E. If Design-Builder and the City fail to agree, as subparagraph 14.03D provides, on the whole amount to be paid to Design-Builder because of the termination of Work under Paragraph 14.03, the City shall determine, on the basis of information available to the City, the amount, if any, due to Design-Builder by reason of the termination and shall pay to Design-Builder the amounts determined as follows:
- 1. For all Contract Work performed before effective date of the notice of termination, the total (without duplication of any items) of the following items:
  - a. The cost of such Work.
- b. The cost of settling and paying Claims arising out of the termination of Work under subcontracts or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Design-Builder before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided.
- c. A sum, as profit on the cost of the Work as provided in subparagraph 14.03D, that the City determines to be fair and reasonable. But, if it appears that Design-Builder would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated loss.
- 2. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to Design-Builder shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Design-Builder the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the City, or to a buyer as previously provided.
- F. Design-Builder shall have the right to dispute in a court of competent jurisdiction within the State of Cal-

ifornia any determination the City makes under subparagraph 14.03E. But, if Design-Builder has failed to submit its termination Claim within the time provided and has failed to request extension of such time, it shall have no such right to dispute the City's determination. In any case where the City has determined the amount owed, the City shall pay to Design-Builder the following:

- 1. if there is no right to dispute hereunder or if a right to dispute has not been timely exercised, the amount so determined by the City; or
- 2. if a proceeding is initiated in a court of competent jurisdiction within the State of California, the amount finally determined in said proceeding.
- G. In arriving at the amount due Design-Builder under this clause there shall be deducted:
- 1. all unliquidated advance or other payments on account theretofore made to Design-Builder, applicable to the terminated portion of this Contract;
- 2. any Claim which the City may have against Design-Builder in connection with this Contract; and
- 3. the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by Design-Builder or sold, under the provisions of this Paragraph 14.03, and not otherwise recovered by or credited to the City.
- H. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, Design-Builder may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the specified price or prices. Nothing contained herein shall limit the right of the City and Design-Builder to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.
- I. Design-Builder understands and agrees that the foregoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

#### ARTICLE 15 - MISCELLANEOUS PROVISIONS

### 15.01 GOVERNING LAW AND VENUE

- A. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the City's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- B. Venue for all litigation relative to the formation, interpretation and performance of the Contract Documents shall be in San Francisco.

#### 15.02 RIGHTS AND REMEDIES

- A. All of City's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of City under the Contract Documents or otherwise available at law or in equity.
- B. No action or failure to act by the City or the City Representative will constitute a waiver of a right afforded them under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by City or the City Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

# 15.03 COMPLETE AGREEMENT

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified or amended only as specified in Paragraph 1.04 of these General Conditions.

# 15.04 SEVERABILITY OF PROVISIONS

A. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

### 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"). Design-Builder 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. Design-Builder 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. Design-Builder will be furnished 2 half-size sets of Drawings and 2 Project Manuals and one set of full-size Drawings at no cost. Design-Builder shall pay the reproduction costs of any additional sets required. Design-Builder 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. 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. Design-Builder shall comply with all such requirements, conditions and restrictions and shall be responsible for all costs, penalties and delays resulting from Design-Builder's failure to comply with such requirements, conditions or restrictions."

# 1.5 ARTICLE 6

- A. Add the following new subparagraphs to subparagraph 6.06A.1:
  - "d. For electrical Work, labor productivity rates shall be based on the most current edition of "N.E.C.A." Column 3 with a 10 percent reduction.
  - e. For mechanical Work, labor productivity rates shall be based on the most current edition of "M.C.A." with a 20 percent reduction."
- B. Add the following new subparagraphs to subparagraph 6.06A.2:
  - "a. For electrical work, material costs shall be based on the most current Biddle Book, end column, with a 10 percent reduction.
  - b. For mechanical work material costs shall be based on the most current Reeves Manual with a 30 percent reduction."

# PERMITS AND AGREEMENTS

Attached herewith are the following permits and agreements obtained for the Work by the City:

1.

### CONTRACT TIME AND LIQUIDATED DAMAGES

#### 1.1 SUMMARY

A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

# 1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of **93** consecutive calendar days.
  - The date of the Notice to Proceed will be set by the City within 14 calendar days after the certification of the Contract.
  - 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
- B. Final Completion shall occur no later than **16** consecutive calendar days after the date of Notice of Substantial Completion.

#### 1.3 LIQUIDATED DAMAGES

- A. The City and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay the City and County of San Francisco the sum of two thousand dollars (\$1,500.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.
- B. In addition, Design-Builder shall pay the sum of one thousand dollars (\$500.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.

# INSURANCE REQUIREMENTS

### 1.1 SUMMARY

A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

# 1.2 DESIGN-BUILDER'S LIABILITY INSURANCE

- A. Design-Builder shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
  - 1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Design-Builder, its employees, agents and subcontractors.
  - Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent Design-Builders, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
  - 3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

# 1.3 ADDITIONAL COVERAGES

- A. Builder's Risk Insurance: Design-Builder shall provide "Special Form" (All Risk) Builder's Risk Insurance on a replacement cost basis as follows:
  - 1. Amount of Coverage: The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. The policy shall provide for no deduction for depreciation. The policy shall provide coverage for "soft costs," such as but not limited to design and engineering fees, code updates, permits, bonds, insurances, and inspection costs caused by an insured peril; the policy may limit the amount for soft costs but such limit shall not be less than 5% of the coverage amount. Alternatively the City shall have the right to require a specific dollar amount for coverage for soft costs that may be greater or less than 5%. The Builder's Risk Insurance shall also include the full replacement cost of all City-furnished equipment, if any.
  - 2. Additional Premium: If, due to change orders or project term extensions authorized by the City, the Builder's Risk policy becomes subject to additional premium, the City will reimburse Design-Builder the actual cost of such additional premium, without markup, provided that the Design-Builder submits to the City proof of payment of such additional premium and either:
    - copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk Policy is issued on a declared-project basis; or
    - b) copy of Evidence of Property Insurance if the Builder's Risk policy is placed on a reporting form basis.
  - 3. Parties Covered: The Builder's Risk policy shall identify the City and County of San Francisco as the payee. The policy shall include as additional named insureds the City and County of San Francisco, the Design-Builder and its subcontractors of every tier.

- 4. Included Coverage: The Builder's Risk Insurance shall include, but shall not be limited to, the following coverages:
  - All damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures.
  - b) The perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and water damage.
  - c) The costs of debris removal, including demolition as may be made reasonably necessary by such covered perils, resulting damage, and any applicable law, ordinance, or regulation with a sub-limit of not less than 25% of the value of the construction contract.
  - d) Start up and testing and machinery breakdown including electrical arcing.
  - e) Consequential loss (lost revenues and costs of funding or financing when a covered risk causes delay in completing the Work). In the event the City receives coverage specifically for a consequential loss associated with delay to the completion of the Project, such specific amount shall be credited against any liquidated damages for delay for which the Design-Builder would otherwise be responsible.
- 5. Deductibles: The Builder's Risk Insurance may have a deductible clause not to exceed the amounts below. Design-Builder shall be responsible for paying any and all deductible costs. The deductible for coverage of All Perils shall not exceed the following:
  - a) \$25,000 for projects valued up to \$25,000,000;
  - b) \$50,000 deductible for projects valued in excess of \$25,000,000 and up to \$75,000,000; and
  - c) \$100,000 deductible for projects valued in excess of \$75,000,000.
- B. Professional Liability Insurance: In the event that Design-Builder employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Design-Builder shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- C. Environmental Pollution Liability: The Design-Builder, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, Design-Builder's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions insurance applicable to the work being performed with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year, including coverages for on-site or off-site third party claims for bodily injury and property damage. This coverage shall also be endorsed to include Non-Owned Disposal Site coverage.

# 1.4 INSURANCE FOR OTHERS

- A. For general liability, environmental pollution liability and automobile liability insurance, Design-Builder shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.
- B. Other parties to be protected by Design-Builder's liability insurance shall be as follows:
  - 1. City's consultants and/or subconsultants: None.

2. Non-City Agencies: None.

### 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Design-Builder's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Design-Builder will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, or after the emergency work is commenced, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Design-Builder or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Design-Builder shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Design-Builder and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Design-Builder and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Design-Builder shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Design-Builder shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10 days' notice shall be provided to City. All notices shall be made to:

Manager, Contract Administration Division City and County of San Francisco 1155 Market Street, 4th Floor San Francisco, CA 94103.

- H. Design-Builder, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- I. If, at any time during the life of this Contract, Design-Builder fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "G" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

# 1.6 QUALIFICATIONS

A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

### CADD DOCUMENT LIABILITY WAIVER AND RELEASE

#### 1.1 SUMMARY

A. The City may issue to Design-Builder computer-aided design document (CADD) files, which were prepared for the City for the Work of Project, in electronic format for the limited purpose of facilitating Design-Builder's design of the Work.

# 1.2 PROJECT CONDITIONS

- A. The City's issuance of Project CADD files to Design-Builder is not a representation of the completeness or accuracy of the information contained in the files.
- B. Because Design-Builder is required to perform all Work in accordance with the requirements of only the printed versions of the Bid Documents for Project as originally issued or modified in accordance with the Contract Documents, Design-Builder shall review the CADD files for the same accuracy and completeness as the original printed versions prior to Design-Builder's use and shall certify that all information contained in said Project CADD files accurately conforms to said Contract Documents.
- C. Design-Builder agrees not to transmit to third parties or otherwise reuse Project CADD files without prior written consent of the City. Unauthorized use of Project CADD files shall be at the sole liability of the user.
- D. Design-Builder hereby agrees to release the City from inaccuracies, incompleteness, or discrepancies between Project CADD files and said printed versions of the Contract Documents.
- E. Design-Builder shall be responsible for all damages resulting in whole or in part from inaccuracies, incompleteness, or discrepancies between said Project CADD files and said printed versions of the Contract Documents.

### **EXISTING UTILITY FACILITIES**

#### 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 Design-Builder 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 Design-Builder and assumes no responsibility therefor.
- B. With respect to existing utility facilities, the Design-Builder 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 Design-Builder.
  - 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 Design-Builder.
- B. Design-Builder 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. Design-Builder shall negotiate with the Utility Operator, who shall have the sole discretion to perform repairs or relocation work or permit Design-Builder 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 Design-Builder 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 Design-Builder will be compensated per Subsection 1.4
- F. Design-Builder 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 Design-Builder.
- G. Design-Builder 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 Design-Builder to locate all underground utility facilities and coordinate such existing utilities with the work prior to commencing the Work; or
  - 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. Design-Builder 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, Design-Builder 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, Design-Builder 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.
- 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. Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder in accordance with the provisions of the Contract Documents; or
  - in the absence of such provisions, be removed or adjusted by Design-Builder 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:
  - 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 Design-Builder'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 Design-Builder 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 Design-Builder of its intention to leave the facility in place, Design-Builder 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 Design-Builder cannot agree upon the amount of the compensation, if any, to be paid by the Utility Operator to Design-Builder, then the Director of the San Francisco Public Works, with or without the consent of Design-Builder, 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 Design-Builder 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. The work of supporting, working around, and protecting such facilities may or may not be included in a contract. Such work, if included in a contract, will be paid for by the various utility companies and agencies directly to Design-Builder 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. Such work, if not included in a contract, but encountered in the field, shall be subject to the provisions of this Article, excluding this subparagraph 1.5B.2.
- 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, Design-Builder 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 Design-Builder's operations occasioned by the presence and/or removal of abandoned facilities shall be at the sole expense of Design-Builder 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 Design-Builder on a force account basis as provided in Paragraph 6.07 of the General Conditions (Section 00 72 00).

# 1.6 USE OF PAVEMENT BREAKER ADJACENT TO UTILITY FACILITIES LIMITED

A. In accordance with the requirements of section 373 of the Public Works Code, Design-Builder 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.

# **SECTION 00 73 21**

# UTILITY CROSSINGS SPECIFICATIONS (Effective January 2018)

SECTION U1. SUPPORT, WORK AROUND, AND PROTECT EXISTING UTILITY COMPANY FACILITIES-GENERAL SPECIFICATIONS

#### I. General

Design-Builder shall support, work around, and protect Pacific Gas and Electric Company (PG&E), Pacific Bell Telephone Company D/B/A AT&T California (AT&T), and Comcast Corp. (Comcast) facilities, as applicable, where shown on the Drawings or where directed, at utility crossings which exist within the excavations and interfere with the prosecution of the work because of their presence.

This Section covers supporting documentation required from Design-Builder and direct payment by Utility Company to the Design-Builder for all costs incurred as a result of the work performed by the Design-Builder to support, work around and/or protect Utility Facility within the Project Limit.

A "Utility Crossing" is defined as any facility (Utility Main, Duct Structure, or Service) located within the excavation area, where the facility will remain in place and will not be relocated, abandoned in place, or removed.

If provided by the Utility Companies prior to advertisement of this Contract, Utility Contract Drawings showing Utility Crossings will be incorporated into the Contract Drawings. Utility facilities which the Utility Company intends to adjust or abandon thus eliminating the need for Design-Builder to support, work around, or protect will also be shown. Estimates of the cost of Utility Crossing work will be included with the Drawings.

Within 45 calendar days of notification of the award of the City contract, PG&E, AT&T, and Comcast, as applicable, will execute a payment agreement with the Design-Builder and will pay said Design-Builder directly for the work of supporting, working around, and protecting such facilities, according to the Cost of Fixed Price Schedule, hereinafter set forth. The Utility Company is not required to accept or pay invoices submitted to Utility Company by a subcontractor. Design-Builder will not be allowed to mark up the invoices for the support and work around costs from the Subcontractor.

Work at crossings of other non-governmental utility company facilities in public streets shall be in accordance with the provisions of Section 00 73 20, Article 1.5, unless otherwise specified.

Any PG&E, AT&T, and Comcast, or other non-governmental facilities, as applicable, that require relocation to avoid physical conflict with the facilities to be constructed under this Contract will be relocated by the appropriate Utility Company in accordance with the requirements of Section 00 73 20, Article 1.5, or treated as otherwise allowed therein.

## **Fixed Price Schedule**

Utility Crossings where the length of the Facility is not more than 3 times the width of the excavation for excavation widths less than 18 feet, shall be priced pursuant to the Fixed Price Schedules hereinafter set forth, and submitted to the Utility Company for payment.

Excavation width will be the outside diameter or width of the City structure plus 3 feet. The length of a Utility Crossing is the centerline distance, in feet, of the portion of the Facility within the excavation area.

Utility Co. Facility Support, Etc., Work Located in Contract but Utility Contract Drawings Omitted from Contract

In the event that Utility Contract Drawings from PG&E, AT&T, and Comcast, as applicable, are not included in the Contract but the Estimate and General Location of the Support, Work Around and Protect Work are known and included in the Contract, all such work performed will be paid for by the Utility according to the Cost of Fixed Price Schedule hereinafter set forth.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Design-Builder at its expense are excluded from this coverage.

# Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, but Ownership Known

Support, Work Around and Protect Work for those Utility Crossings overlooked, unexpected, and not shown on Utility Contract Drawings and Estimates will be paid for by the Utility Company according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Design-Builder's profit and overhead.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Design-Builder at its expense are excluded from this coverage.

# No Surcharge for Certain Work

Due to urgent and contingency nature of the following contracts and related work, an additional fifteen percent (15%) surcharge does not apply:

- Emergency Contract Work
- As Needed Contracts including As Needed Spot Sewer Repair and Job Order Contracts
- Added Scope (Via Change Order or Addendum)
- Work peformed under conditional Bid items

## **Negotiated Payment**

Notwithstanding the Fixed Price Schedules hereninafter set forth, the Utility Company and the Design-Builder shall directly negotiate the costs for other crossings and encroachments including following:

- "Parallel" Utility Crossings,
- Utility Crossings with lengths more than three times the width of the excavation, and/or
- Where the computed cost of any crossing exceeds \$10,174.

If a utility facility is located longitudinally and directly on top of the City trench or multiple utility facilities crossing the City trench are located too close to each other leaving no space in between for the Design-Builder to excavate and shore the trench, and there is a need to change the construction method to install City facilities, the increased cost shall be shared by various utility agencies and City based on the number and size of each Utility agency or City department facilities.

#### **Duct Structure**

Duct structure is one or more ducts, conduits or pipes, of any size, or a combination of such ducts, conduits or pipes, which are grouped together but which may or may not be banded, encased in concrete, or otherwise incorporated into a solid unit.

# **Nested Utility Facilities**

Nested utility facilities are defined as facilities six- inches (6") or less in outside diameter or width and are less than 3 feet clear distance from each other regardless of ownership. In the case of nested facilities, each crossing shall be paid for according to the Cost of Fixed Price Schedule reduced by 33-1/3%.

## Abandoned or Inactive/Deactivated Facilities

# **Abandoned Facilities**

Utility Company identifies abandoned facilities as facilities that they have stopped using with the intent of never using again. Utility Company may, but is not required to, specify abandoned facilities on its utility contract drawings. If City Design-Builder encounters unidentified utility company facility during construction, Design-Builder shall notify the Utility Company in accordance with paragraph "Unexpected or Unidentified Facilities". The Utility Company Inspector shall visit the site within the time mentioned to confirm that the facility is abandoned. If the Utility Company fails to confirm that facility is abandoned, the Design-Builder will receive full payment per Fixed Price Scheule for support, work around and protect work performed.

#### Inactive/Deactivated Facilities

Utility Company identifies Inactive/Deactivated facilities as facilities that they have temporarily stopped using with the possible intent of future use. Utility Company will specify on its utility contract drawings Inactive Facilities. The Design-Builder will perform Utility Company Reimbursed Work around Inactive Facilities unless otherwise instructed by the Utility Company on the Utility Contract Drawings.

#### Flushing

Within 48 hours of the Utility Company's receipt of notice pursuant to paragraph "Unexpected or Unidentified Facilities", the Utility Company will either flush or inform the Design-Builder that the Utility Company has already flushed all Abandoned gas Facilities or Inactive/deactivated gas Facilities prior to removal by the Design-Builder.

## Removal of Abandoned Facilities or Inactive Facilities

If necessary to construct City Project, the removal of Abandoned Facilities, and Inactive Facilities that the Company specifies on its Utility Contract Drawings that it intends to abandon will be at the Design-Builder's sole expense, except for removal of PG&E and AT&T owned duct banks, and conduits or pipes larger than twelve-inch (12") in outside diameter. Utility Company and the Design-Builder will negotiate the cost for removal of such PG&E and AT&T duct banks, and conduits or pipes larger than twelve-inch (12") in diameter.

Any increase in the cost of the Design-Builder's operations occasioned by the presence and/or removal of other abandoned subsurface facilities shall be handled in accordance with section 700.09 of the DPW Standard Specifications.

# Payment Only for Work Performed by the Design-Builder

The Utility Company will not pay the Design-Builder unless actual work to support, work around and/or protect Utility Company's Facilities was performed. No payment shall be due to the Design-Builder if the Utility Company crews respond and are supporting, working around, and/or protecting their Company's Facilities, such as in an emergency, or if the Design-Builder does not actually perform any work or undertake any action to support, work around or protect the Utility Company's Facilities.

# **Third Party Insurance**

The Design-Builder shall provide third party insurance naming the affected Utility Company or Utility Companies in addition to the City as an insured against claims for property damage and personal liability arising directly or indirectly from Utility work performed by the Design-Builder.

#### **II. Contract Activities**

# The Design-Builder Measurement

The Design-Builder shall measure the outside diameter or width of Utility Crossings to the nearest inch (outside diameter **excluding** any fittings, bells, or gate valves) and length of the Utility Crossings to the

nearest foot to determine the cost of each Utility Crossing according to the Fixed Price Schedule hereinafter set forth.

# **Utility Company's Right of Confirmation**

The Utility Company shall have the right to confirm measurements with the Design-Builder but all disagreements shall be resolved without delay to the City Project.

# **Variations and Cost Adjustments**

The Design-Builder shall notify the Utility Company immediately of any variation of Utility Crossings from the Utility Contract Drawings and/or estimate that require cost adjustment and such cost adjustments shall be settled within no more than two business days without delay to the City Project. Design-Builder shall also notify the City Representative immediately of any such variations, and any disagreement between Design-Builder and the Utility Companies regarding Utility Crossings will be decided prior to backfilling by the Director of Public Works or his or her designated City representative. The decision of the Director of Public Works will be final. The Design-Builder's only recourse is to file a claim.

## Verification and the Design-Builder Itemization

Design-Builder shall keep an itemized record of the Utility Crossing work done, noting any variations from the Utility Contract Drawings and Estimates. The itemized record shall be maintained and copies submitted monthly to Company and the City as the City Contract work progresses, or as otherwise agreed by Company and City Design-Builder.

# Supporting Documentation for City Projects other than Spot Sewer Repair Contracts

The Design-Builder shall, at a minimum, submit the following supporting documentation with each invoice submitted to the Utility Company for payment:

- Utility Facility Crossing Support and Work Around Summary and "Drawing for Support and Work Around Invoice for Utility Facilities" identifying Company reimbursed work by type of facility, and shall include following:
  - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
  - Location and size of all Utility Crossings
  - o Length of all Utility Crossings
- Photos of following Utility Crossings:
  - Utility Crossings where the size of the Facility varies from that shown on Utility Contract drawings or estimates; any change of measurement requires one photo per block per size variation
  - Utility Crossings not shown on Company's Utility Contract Drawings or estimates.
  - o Parallel Utility Crossings showing measurements and potential facilities support
  - Utility Crossings six-fee (6') or longer unless:
    - Shown on Utility Contract Drawings and/or estimates and no variance.
    - Facility is a lateral that is crossing the City main facility trench having 6 feet or greater trench width and crossing length does not exceed the trench width.

#### **Supporting Documentation for Spot Sewer Repair Contracts**

The Design-Builder shall, submit following documentation with each invoice submitted to the Company for payment for Spot Sewer Repair Contracts:

- Utility Facility Crossing Support and Work Around Summary.
- "Drawing for Support and Work Around Invoice for Utility Facilities" identifying company reimbursed work by block, type of facility and shall include following:

- Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2):
- Location and size of all Utility Crossings
- o Length of all Utility Crossings.
- Invoice and as-built templates should be utilized and all information filled out in its entirety (e.g. City Representative's Name and Signature, Date, the Design-Builder's Full Name, Signature, etc.)
- Photos of following Utility Crossings:
  - o All Duct Bank Structures and related measurements
  - o All Utility Crossings six-feet (6') or greater in length
  - o All unmarked active Utility Crossings that are supported
  - Each utility that varies in size and/or location from USA street marking(s).
- Underground Service Alert ticket number

#### **Photos**

All photos must include:

- Label with Utility Crossing Reference Number
- Name of Street or Intersection
- Above-ground picture that includes a landmark (street sign, or house) that helps identify location of the crossing.

# **Unexpected or Unidentified Facilities**

If, during the course of the work, an unexpected or unidentified interference is discovered, the Design-Builder shall immediately call this fact to the attention of all Utility Companies, including appropriate City Departments. The City Departments and Utility Company shall have 48 hours from receipt of such notification including at least 8 working hours to determine ownership and provide direction to the Design-Builder for disposition of the facility which are not in direct conflict with City Project work and can be supported, worked around and protected in the trench. However, if the unidentified facility is in direct physical conflict with the City Project work and the Design-Builder cannot proceed further without resolution, the Utility Company and City Departments will visit the site as soon as possible within the 24 hours from receipt of such notification to determine ownership and provide direction to the Design-Builder. The time allowance shall include at least 8 working hours. If the ownership of the unidentified facility is unknown, the Design-Builder shall call Underground Service Alert (USA) requesting Utility Agencies to visit the site to identify the ownership. If no determination can be made after the aforementioned procedure is followed, the Design-Builder will follow the direction of the City Representative or authorized designee. Disposition shall be in accordance with the applicable requirements of Section 00 73 20, Article 1.5, if such facilities are owned by companies other than PG&E, AT&T, and Comcast. If ownership is by one or more of PG&E, AT&T, and Comcast, disposition shall be as hereinbefore set forth under the heading, "Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, But Ownership Known."

#### **Progress Payments**

Progress payment for the utility crossing work done shall be made by Company within ninety (90) days of receipt of an invoice from the Design-Builder submitted along with the supporting documentation listed above.

#### III. METHOD OF DETERMINING UTILITY CROSSING COSTS

# Fixed Price Schedule (Effective January 2018)

The cost of support, work around and protection of utility mains, duct structures and services shall be based on the outside diameter or width of said Facilities and the length of the Utility Crossing.

In the following schedules the maximum outside diameter shall mean outside diameter of pipe, conduit, service, duct or main **excluding** any fittings, bells, or gate valves, and width shall mean the distance measured horizontally across the duct structure.

# Cost of Utility Crossing = Fixed Cost + Support Cost

# Group I: Length of Crossing less than Six (6) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing	
4 inches or less	\$572	0	
Over 4 inches to 20 inches	\$572 + \$95 per inch over 4 inches	0	
Over 20 inches	\$2,097 + \$159 per inch over 20 inches	0	

# Group II: Length of Crossing Six (6) Feet to Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Six Feet	
4 inches or less	\$731	\$95	
Over 4 inches to 20 inches	\$731 + \$102 per inch over 4 inches	\$95	
Over 20 inches	\$2,186 + \$159 per inch over 20 inches	\$95	

# Group III: Length of Crossing greater than Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Twelve Feet	
4 inches or less	\$1,303	\$127	
Over 4 inches to 20 inches	\$1,303 + \$114 per inch over 4 inches	\$127	
Over 20 inches	\$3,133 + \$191 per inch over 20 inches	\$159	

SECTION U2. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC GAS AND ELECTRIC COMPANY (PG&E) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

The requirements for supporting, working around, and protecting existing Pacific Gas and Electric Company (PG&E) underground electric, gas and steam facilities are as follows:

For pipe and conduit in sizes up to and including 6 inches inside diameter, spans of less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the PG&E inspector through the City Representative. Spans of 6 feet and more, but not to exceed 12 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support joints, valves and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

For pipe and conduit in sizes larger than 6 inches inside diameter, spans shall be supported by beams with cables and turnbuckles located at intervals not to exceed ten times the diameter of the pipe measured in inches, unless otherwise directed by the City or PG&E inspector through the City Representative. Cable and turnbuckles shall be located to support joints, valves, and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

Concrete-encased duct lines and/or concrete-encased steam lines shall not be considered as self-supporting, but may be so designated by the City or PG&E inspector through the City Representative, upon a visual examination of the concrete envelope.

Beams, cables and turnbuckles for supporting steel pipe and/or conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

## Length of span in feet

Beams, cables and turnbuckles used for supporting cast iron pipe shall be adequately sized to insure that no deflection will occur.

Beams, cables and turnbuckles used for supporting concrete encased duct lines and/or concrete encased steam lines shall be adequately sized and spaced to insure that no deflection will occur.

For multi-way conduits, spacers shall be placed to maintain conduit separation at point of support. 2-inch x 4-inch wood softeners shall be used with all cable slings to prevent damage to pipe, coating, wrapping or concrete encasement. However, slings supporting unreinforced concrete encased pipe must also incorporate strongbacks to prevent cracking of concrete.

Design-Builder shall exercise due care to avoid damage to pipe and pipe coatings, wrapping or concrete encasement. Should Design-Builder damage or displace any PG&E facility Design-Builder shall notify the PG&E immediately by calling Gas Dispatch at 995-5666 (gas and electric facilities). Repairs or replacements will be made by the PG&E. However, all expenses in connection therewith shall be borne solely by Design-Builder. Design-Builder shall notify the PG&E Inspection Department at 695-3358 one week prior to excavating so that all crossings can be verified.

SECTION U3. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (AT&T) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

# General

The requirements for supporting, working around, and protecting existing AT&T underground facilities are as follows:

# **Requirements for Supporting AT&T Ducts**

A single duct spanning less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the AT&T inspector through the City Representative.

A single duct spanning more than 6 feet shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct structures consisting of 2 or more single ducts not encased in concrete and spanning more than 4 feet, shall be banded with at least 2 bands and supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional set of bands, cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of 2 or more single ducts, encased in concrete and spanning more than 4 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span.

Multiple-duct structures of vitrified clay and/or concrete shall be supported for the complete width of the trench. The support shall consist of planking or beams equal in width to the width of the structure and banded to it. This structure in turn shall be supported by a beam with at least one cable and turnbuckle placed every 4 feet or fraction thereof so as to maintain the existing position and alignment of the duct structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

# **Requirements for Protecting AT&T Ducts**

Single ducts shall be protected if required. This determination will be made by the City or by the AT&T inspector through the City Representative.

Duct structures having top and bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the AT&T inspector through the City Representative.

All other multiple duct structures, with the exception of steel pipe in good condition, shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

# Damage or Displacement of AT&T Facilities

Should Design-Builder damage or displace any AT&T owned facility, the Cable Maintenance Department of AT&T shall be notified immediately by calling 863-6906. Repairs or replacements will be made by AT&T. However, all expenses in connection therewith shall be borne solely by Design-Builder.

SECTION U4. SUPPORT, WORK AROUND, AND PROTECT EXISTING COMCAST CORP. (COMCAST) UNDERGROUND FACILITIES - STANDARD TECHNICAL

**SPECIFICATIONS** 

# General

The requirements for supporting, working around, and protecting existing Comcast underground facilities are as follows:

# Requirements for Supporting Comcast Corp. Ducts

A single duct spanning less than six (6) feet shall be considered self-supporting, unless otherwise directed by the Comcast engineering coordinator or the Comcast inspector, through the City Representative.

A single duct spanning more than six (6) feet shall be supported by a beam with at least one cable and turnbuckle. For spans over twelve (12) feet, an additional cable and turnbuckle shall be installed for each additional six (6) feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct Structures consisting of two (2) or more single ducts spanning more than four (4) feet shall be banded with at least two (2) bands and supported by a beam with at least one (1) cable and turnbuckle. For spans over eight (8) feet an additional set of bands, cable, and turnbuckle shall be installed for each additional four (4) feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

# **Requirements for Protecting Comcast Ducts**

Single ducts shall be protected if required. This determination will be made by the Comcast engineering coordinator or by the Comcast Corp. inspector, through the City Representative.

Duct Structure having top and bottom wood planking will not require additional protection unless otherwise directed by the Comcast engineering coordinator or the Comcast Corp. inspector through the City Representative.

All other multiple duct structures shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

# **Damage or Displacement of Comcast Facilities**

Should Design-Builder damage or displace any Comcast owned facility the proper authorities shall be notified immediately by calling (888) 824-8219. Repairs or replacements will be made by Comcast. However, all expenses in connection therewith shall be borne solely by Design-Builder.

SECTION U5. SUPPORT, WORK AROUND, AND PROTECT EXISTING MUNI TRANSIT POWER (MTP) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

#### General

The requirements for supporting, working around, and protecting existing Muni Transit Power (MTP) underground conduit and ducts are as follows:

# **Requirements for Supporting MTP Conduits and Ducts**

Steel conduit spanning less than six feet shall be considered self-supporting unless otherwise directed by the City or by the MTP inspector through the City Representative.

Steel conduit spanning six feet and more shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional six feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Beams, cables and turnbuckles for supporting steel conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Spacers shall be placed between multiple conduits in a manner to maintain conduit separation at points of support.

Concrete-encased ducts spanning more than four feet shall be supported by a beam with at least one cable and turnbuckle. For spans over eight feet, an additional cable and turnbuckle shall be installed for each additional four feet or fraction thereof of span for the complete width of the excavation.

Beams, cables and turnbuckles for supporting concrete-encased duct lines shall be adequately sized and spaced to insure that no deflection will occur.

Design-Builder shall provide adequate support and protection to prevent differential movement at the juncture of manholes and duct banks.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

# **Requirements for Protecting MTP Conduits and Ducts**

Steel conduit shall be protected if required. This determination will be made by the City or by the MTP inspector through the City Representative.

Duct structures having top and/or bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the MTP inspector through the City Representative.

All other duct structures, such as unprotected tile and the like, shall be adequately protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure. The top, bottom and sides shall be covered as necessary, depending on Design-Builder's operations and the conditions of the work.

# **Damage or Displacement of MTP Facilities**

Should Design-Builder damage or displace any MTP-owned facility, the General Superintendent of Facilities Maintenance shall be notified immediately by calling 554-9221. Repairs or replacements will be made by MTP. However, all expenses in connection therewith shall be borne solely by Design-Builder.

#### Conduits to Pole Risers to be Considered as Services

For the purpose of payment, conduits that run directly from a manhole or pull box to a pole riser shall be considered to be a service and will be paid for according to the Cost of Utility Crossing Schedule.

**END OF SECTION** 

#### **SECTION 00 73 25**

#### **CULTURAL RESOURCES**

#### 1.1 SUMMARY

- A. This Section includes procedures to provide for protection, removal, or investigation of cultural findings, and to provide Design-Builder such compensation or relief as may be appropriate for unforeseen work or for work suspension directed by the City under the provisions of the Contract Documents.
- B. Pursuant to the National Historic Preservation Act of 1966, (16 U.S.C. 470), the City intends to provide for the preservation and protection of materials of a cultural resource nature as it may be of scientific or historical value.

## 1.2 DISCOVERY OF CULTURAL RESOURCES

- A. If potential cultural resources are discovered at the Site, the following procedures are to be instituted:
  - 1. Promptly report all subsurface archaeological finds to the City. Prehistoric finds shall also be reported to local Native American organizations.
  - 2. The City will issue a written order to suspend Work in accordance with Paragraph 14.02 of the General Conditions directing Design-Builder to cease all construction operations only at the location of such potential cultural resources find.
  - 3. The City's archaeologist will assess the significance of the find, and immediately report to the City Environmental Review Officer (ERO), who will recommend specific additional mitigation measures as necessary to minimize potential effects on cultural resources. Such mitigation measures may include additional site security; on-site investigations by an archaeologist; and documentation, preservation, and recovery of cultural materials. Following review and approval of the City archaeologist's report by the ERO, copies of the final report will be sent to the California Archaeological Site Survey Northwest Information Center and the President of the Landmarks Preservation Advisory Board.
  - 4. If human remains are encountered, all work in the area must halt and the San Francisco County Coroner must be contacted, pursuant to California Public Resources Code Sections 5097.98, and 5097.99.
- B. Cost or time impacts as a result of a suspension under this Document shall be resolved as provided in the General Conditions. Refer to Article 6 for Changes and Article 13 for Claims.
- C. For Work suspensions there shall be no compensation to Design-Builder for any delays up to a total of 20 working days due to the City's order to suspend Work.

#### **END OF SECTION**

## **SECTION 00 73 27**

#### SPECIFIC PROJECT REQUIREMENTS

#### 1.1 SUMMARY

- A. This Section includes special project conditions, environmental mitigation measures, and requirements for accessibility, controlling construction noise, use of potable water for construction, excavation in the public right of way, and air and water quality to comply with City regulations affecting construction Work at the Site.
- B. All requirements in this Section are incidental work, unless specified otherwise.
- C. Any and all provisions herein shall be applicable as to all work performed within the City and County of San Francisco.
  - As for work performed outside the legal and geographical boundaries of the City and County of San Francisco, Design-Builder shall comply with any and all applicable federal, state, and/or local regulations concerning any and all matters addressed by Section 00 73 27 herein.
  - 2. Design-Builder shall be solely responsible and fully liable for any and all failures to comply with the aforementioned regulations, and shall unconditionally and fully indemnify the City for any damages resulting therefrom.

# 1.2 PROJECT CONDITIONS

- A. Design-Builder shall be responsible for all costs necessary to prevent its operations from violating any federal, state, or local governmental regulations and the requirements of the Contract Documents.
- B. If Design-Builder does not observe said regulations or the requirements specified herein, or promptly take all required remedial actions to the City's satisfaction, the City will withhold progress payments to Design-Builder until satisfactory compliance has been accomplished.
- C. The City will monitor Design-Builder's adherence to the requirements specified herein and will report on Design-Builder's compliance pursuant to California Assembly Bill 3180 (chapter 1232).
  - Said monitoring and reporting activities may include, but are not limited to, qualitative, quantitative and video observations and data collection on the impacts of noise, air quality, traffic, street pavement damage, water quality, archaeology, and hazardous materials.
  - 2. Design-Builder shall cooperate with such monitoring activities, provide access to the Work Site to establish and secure monitoring stations, and make its facilities and records available to the City for performing such monitoring.
- D. Design-Builder shall be informed about, coordinate, schedule, and perform Work in consideration of adjacent property owners and other activities and construction work in the area.
  - Design-Builder will be granted an equitable time extension for Unavoidable Delays caused by the City subject to the provisions of Paragraph 7.02 of the General Conditions.

## 1.3 CONSTRUCTION NOISE REQUIREMENTS

- A. Design-Builder shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 274-72).
  - 1. Design-Builder shall be responsible for fines or violations pertaining to these ordinances, at no cost to the City.
  - 2. Provide advance notice to residents and affected businesses in the area of the Site of times, dates and location of construction activities.
  - 3. Coordinate and schedule Design-Builder's construction operations to conform to all City requirements and restrictions.
  - 4. Design-Builder shall implement mitigation controls to ensure compliance with the construction noise levels allowed. The maximum noise level from any powered construction equipment shall not be greater than 80dBA at 100 feet. This translates to 86dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
- B. Use appropriate construction methods and equipment and furnish and install acoustical barriers so that noise emanating from the construction will not exceed noise levels pursuant to the City's Noise Control Ordinance.
  - 1. Muffle and shield intakes and exhausts, shroud or shield impact tools, as feasible,
  - 2. Use electric-powered rather than diesel-powered construction equipment,
  - 3. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
  - Equip pavement breakers and jackhammers with acoustically attenuating shield or shrouds.
  - 5. Select haul routes that minimize intrusion to residential areas.
  - 6. Select construction processes and techniques that create the lowest noise levels.
- C. Prepare a written Noise Control Program to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments as necessary. Implement the program and keep a copy at the project site to be submitted to the City Representative upon request.
- D. The City, at its own discretion, will monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to article 29 of the San Francisco Police Code, Design-Builder shall stop work for alternate methods and equipment or place restrictions on construction operations to further limit the noise as directed by the City.

## 1.4 NIGHT AND WEEKEND NOISE REQUIREMENTS

- A. Except as specifically set forth in these Specifications, Design-Builder shall not perform work between the hours of 8:00 p.m. and 7:00 a.m. of the following day if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property line, unless a noise permit therefor has been obtained pursuant to the Police Code section 2908.
  - 1. Apply for City noise permits through the City Representative at least 3 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend, and holiday work performed.
  - 2. If Design-Builder is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work between the hours of 8 p.m. and 7 a.m. or on weekends or holidays, the Design-Builder must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from and approved by Bureau of Street Use and Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA 94103.
  - 3. Refer to Section 00 72 00 for definition of Regular Working Hours.

#### 1.5 REQUIREMENTS FOR PLACEMENT OF BARRICADES

- A. Comply with the requirements of San Francisco Department of Public Works Guidelines for the Placement of Barricades at Construction Sites (DPW Order No. 167,840). Refer to this website for a copy of DPW Order No. 167,840: <a href="http://www.sfpublicworks.org/services/project-manual-and-reference-documents">http://www.sfpublicworks.org/services/project-manual-and-reference-documents</a>
- B. Provide and maintain at least one accessible path-of-travel for pedestrians around the construction site consistent with applicable federal, state, and local laws, including the Americans with Disabilities Act and the California Building Code (Title 24, Part 2, Accessibility Standards).
- C. Design-Builder will be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per calendar day for each day Design-Builder fails to comply with the requirements for accessibility and placement of barricades.

#### 1.6 REQUIREMENTS FOR USING WATER FOR CONSTRUCTION

- A. Design-Builder shall comply with Article 21 of the San Francisco Public Works Code, which restricts the use of potable water for soil compaction and dust control activities to the extent not directly in conflict with any applicable federal, state, or local law.
- B. Design-Builder shall apply to the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) for a permit to use recycled water for soil compaction and dust control activities.
  - Design-Builder shall submit a completed permit application as directed on the SFPUC Recycled Water Fill Station website: <a href="http://sfwater.org/index.aspx?page=953">http://sfwater.org/index.aspx?page=953</a>.
     If SFPUC WWE approves the application, Design-Builder will be issued a permit and provided instruction for use of the Recycled Water Fill Station.
  - 2. Design-Builder will be responsible for the handling and transportation of recycled water in accordance with the approved permit. Design-Builder will also be responsible for any permit and discharge fees.
  - 3. If the SFPUC denies the permit application because the use of recycled water falls within one or more of the restrictions of Title 22, Division 4, Chapter 3 of the California Code of Regulations, and the applicable General Order under which the SFPUC is bound at the time the application is processed, the permit application will be redirected for approval of potable water for these activities as directed in Paragraph C below.

## C. Potable Water:

- Design-Builders will be directed to the SFPUC, Customer Service Bureau (CSB), at 525 Golden Gate Avenue, San Francisco, to complete a potable hydrant meter application. Once the application has been completed and approved, CSB will provide Design-Builder with a receipt.
- Design-Builder shall pay the costs of permit fees, connection fees, meters, and all
  water usage furnished by the SFPUC under the established water service account.
  The City will not reimburse these costs.

3. Design-Builder shall bring the receipt as proof of payment to the City Distribution Division (CDD) at 1990 Newcomb Street, San Francisco, to collect the hydrant meter. Design-Builder shall bring the meter to CDD monthly for readings and payments.

#### 1.7 AIR QUALITY REQUIREMENTS

- A. The Design-Builder shall provide dust control measures during construction in accordance with the requirements of the Contract Documents. Prior to starting Work at the site, the Design-Builder shall prepare a Dust Control Program to minimize potential public health impacts associated with visible dust emissions and air quality pollutants. Said dust control program shall include measures to minimize impacts to sensitive receptors associated with exposure to respirable nuisance dust (PM10) and the following requirements to achieve a goal of "No Visible Emissions". The Design-Builder shall implement the dust control program for the project duration and maintain a copy at the project site to be submitted to the City Representative upon request.
- B. Comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171,378). Failure to comply with DPW Order No. 171,378 shall subject Design-Builder to fines of \$1,000 per day for each day a violation is not corrected.
  - 1. Minimize dust generation to reduce health risks to workers and the public.
  - 2. Mist the immediate demolition area with a water spray to prevent airborne dust particles.
  - 3. Perform continuous water spraying during dust generating activities. Mist or spray in such a way as to prevent puddling or generation of runoff.
  - 4. Use dust enclosures, curtains, and dust collectors as necessary to control dust. The City may request dust scrubbers installation during demolition to minimize dust migration in the project site's occupied areas.
  - 5. Minimize the amount of demolition debris stored at the Site. Remove demolition debris, with the exception of hazardous materials or suspected hazardous materials, from the Site no later than the end of each workday.
  - 6. If hazardous materials or suspected hazardous materials are stored on Site, store such materials in accordance with all applicable Cal/EPA regulations, including providing storage in proper containers and protection from exposure to the elements. Remove such materials from the Site as soon as possible for disposal or recycling in accordance with applicable laws and regulations.
  - 7. Keep the Site and adjacent areas clean and perform wet sweeping at the end of each shift.
  - 8. Load haul trucks, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
  - 9. Clean up spillage on City streets, whether directly or indirectly caused by Design-Builder's operations.
  - 10. Stockpiles soil, sand and other materials; shall be covered and protected at the end of the shift
- C. Comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) regulation 6 (for particulate matter and visible emissions), regulation 7 "Odorous Substances," regulation 11 "Hazardous Pollutants," and the California Health and Safety Code division 26 "Air Resource", chapter 3 "Emission Limitations", section 41700 "Prohibited Conduct," and related regulations. Notify the BAAQMD 10 working days prior to commencing demolition or hazardous materials abatement work.
  - 1. Such notification shall include the names and addresses of operations and persons responsible; description and location of the structure to be demolished or altered including size, age and prior use, and the approximate amount of friable asbestos;

- scheduled starting and completion dates of demolition or abatement; nature of planned work and methods to be employed; procedures to be employed to meet BAAQMD requirements; and the name and location of the disposal site.
- 2. The BBAQMD randomly inspects removal operations and will respond to any complaints received. Cooperate and facilitate all BAAQMD authorized inspections.
- D. Implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
  - 1. Preventing the accumulation of toxic concentrations of chemicals.
  - 2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
  - 3. Limiting vehicle speed limit on unpaved roads to 15 miles per hour (mph).
  - 4. Prohibiting idling motors when equipment is not in use or when truck are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
  - 5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
  - 6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
  - 7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
  - 8. Load haul trucks, excavated materials, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
  - 9. Clean up spillage on City streets promptly, whether directly or indirectly caused by Design-Builder's operations.
  - 10. Any stockpiles of excavated materials, backfill, import materials; sand, gravel, road base and soil shall be shall be stored in staging areas approved by the City and shall be completely covered with a 10 ml (0.01 inch) polyethylene plastic or equivalent tarp and braced down and secured daily at the end of the shift. The Design-Builder shall maintain the covers throughout their use.
  - 11. During all excavation and dirt moving activities, wet sweep/vacuum the streets, sidewalks, paths and intersections where work is in progress at least three (3) times per shift per day and once at the end of the shift as directed by the City.
  - 12. For wet sweeping use a vacuum sweeper vehicle with sufficient suction to ensure that the vehicle does not blow dust towards neighboring businesses or residences. The city will evaluate the effectiveness of the Design-Builder's vacuum sweeper and, if necessary, will require the Design-Builder to provide a more powerful and effective vehicle.
  - 13. Vehicles entering or exiting construction areas shall travel at a speed of no more than 15 mph to minimize dust emissions and follow the approved traffic routes.
  - 14. Wheel washers shall be installed and used to clean truck and equipment tires leaving the construction site. If wheel washers cannot be installed, tires and spoils trucks shall be washed off before they re-enter City streets to minimize deposition of dust-causing materials.
  - 15. Wet down areas around soil improvement operations, visibly dry disturbed soil surface areas and visibly dry disturbed unpaved driveways at least three (3) times per shift per day or more as needed as directed by the City.

#### 1.8 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

A. Maintain work areas and adjacent public right-of-ways in orderly and safe condition. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis, and as often as determined by the City.

- B. Control the accumulation of waste materials and debris; collect waste from construction areas and the project site, daily. Remove accumulations of debris surplus materials and trash from the site at the end of each working day or at frequent intervals or as directed by the City. Burying or burning of trash and debris on the site is not permitted
- C. Perform the work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in work areas and adjacent areas.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose these types of materials in a lawful manner. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
- E. For storage areas, ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Contract.
  - Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
  - 2. Immediately remove materials deposited outside of approved storage areas.

## 1.9 PARKING RESTRICTIONS

- A. <u>Parking</u>: Employees of the Design-Builder, sub-contractors, and suppliers shall not park their vehicles within the active construction area when they are currently working and where public access is prohibited. The Design-Builder shall provide parking for their employees at a site, which will not impact local public parking and transport employees between the parking area and the work.
- B. <u>Vehicle Towing</u>: When a vehicle is removed from a street at the request of the Design-Builder and a post-storage hearing determines that as a result of the Design-Builder's improper posting of required signs, reasonable grounds did not exist for removal, the responsible Design-Builder shall reimburse the City for cost incurred in storage and towing.

## 1.10 EXCAVATION REQUIREMENTS

- A. Comply with the regulations of California State Standard, CCR Title 8, Chapter 4, Section 1541, regarding coordination and safety of excavations near subsurface installations.
- B. Design-Builder shall obtain, review and comply with article 2.4, "Excavation in the Public Right of Way," of the San Francisco Public Works Code, as currently amended, and applicable regulations of the Department of Public Works for excavating and restoring streets in the public right of way. Except for excavations specifically exempted by said article or by written waiver granted by the Department of Public Works, no excavation shall be performed in the public right of way under the jurisdiction of the Department of Public Works without a valid excavation permit issued by the San Francisco Department of Public Works, Bureau of Street-use and Mapping, telephone (415) 554-6201.
  - 1. Refer to Paragraph 3.06 of the General Conditions (Section 00 72 00) as amended in the Supplementary Conditions (Section 00 73 00) for permit procurement responsibilities.
  - 2. Keep copies of the excavation permit available at the Site for inspection by the City upon request.
  - 3. Excavation permits are not required for excavations completed within 24 hours to install parking meters, street lights, street trees, traffic signs, traffic signals, utility poles or to repair utility boxes in sidewalks; or excavations performed for the sole purpose of repairing sidewalks.

- 4. For emergency excavations, necessary for protection of life or property, immediately notify the Department of Public Works, Bureau of Street-use and Mapping, and apply for an emergency permit within 4 hours after the Department offices first open.
- 5. Refer to the latest revision of the manual "Regulations for Excavating and Restoring Streets in San Francisco" for complete information about excavation code requirements. Copies of the manual may be purchased at Bureau of Street-use and Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, California 94103, telephone (415) 554-5810.
- 6. Coordinate with the City and other Design-Builders working at the Site to minimize impacts of the excavation work on the community and local businesses.
- C. Design-Builder shall provide proper public notices prior to commencing excavations in accordance with article 2.4 of the San Francisco Public Works Code. Such notices shall include the name, address, and 24-hour telephone number of Design-Builder's representative who will provide information to, and receive complaints from, the public concerning the excavation.
  - For excavations completed and restored in 2 to 14 days, post and maintain notices every 100 feet along the block of excavation work at least 72 hours prior to starting excavation.
  - 2. For excavations completed and restored in 15 days or longer, provide written notice delivered by U.S. mail to each property owner affected by the excavation at least 30 days but not more than 60 calendar days prior to starting excavation. Additionally, post and maintain notices every 100 feet and deliver written notices to each dwelling unit along the block of excavation work at least 10 days but not more than 15 days prior to starting excavation.
  - 3. For emergency excavation post and maintain notices every 100 feet along the block of excavation work during the excavation work.
- D. No excavation shall be performed outside the boundaries, times, descriptions or methods set forth on the approved permit; no excavation shall be longer than 1,200 feet in length at any time without prior written approval of the City.
  - Secure permit extension prior to expiration date in the event of delays in excavation work.
  - 2. Should such delays be caused by the City Design-Builder will be granted an extension of Contract Time or adjustment of Contract Sum as provided in Paragraph 7.02 of the General Conditions.
- E. Observe regulations concerning excavation sites including the following:
  - Cover open excavations with steel plates ramped to street grade or provide other means of protection acceptable to the Department of Public Works.
  - 2. Clean the Site of loose dirt and debris and remove excavated material from the Site at the end of each work day; comply with DPW Order No. 171,378 (refer to Paragraph 1.7B above).
  - 3. Materials and equipment to be used for excavation work within 7 calendar days may be stored at the Site, provided that fill material, sand, aggregate, and asphalt-coated material shall be stored only in covered, locked containers and provided that such storage complies with the City's traffic rules and regulations.
  - 4. Conform to the requirements of the Specifications for handling, removal and disposal of hazardous materials.
- F. Restore excavated street or sidewalk pavement in accordance with the requirements of the Specifications or the applicable requirements of the DPW Standard Specifications and Standard Plans (refer to Division 1 for reference standards) to the extent not in conflict with the Specifications. Comply with the following additional San Francisco Public Works Code requirements:

- 1. Restore trenches and pavement to a constant width equal to the widest section of the excavation, but not exceeding 13 ft.
- 2. Backfill excavation within 72 hours of completing related construction.
- 3. Replace pavement base within 72 hours of backfilling excavation.
- 4. Complete finished pavement within 72 hours of replacing pavement base.
- 5. Correct deficiencies in the restoration respecting timing or manner specified for the above items at no additional cost to the City within 24 hours of notification by the City.
- Should Design-Builder fail to timely restore, correct or repair deficiencies, the
  Department of Public Works will complete or cause to be completed such restoration,
  correction or repair deficiencies, and the completion costs will be deducted from
  monies due Design-Builder.

## 1.11 REQUIREMENTS FOR PROTECTION OF THE SEWER SYSTEM

- A. Wastewater which is transferred from the Site during this Project shall meet the pretreatment standards of the San Francisco Municipal Code, section 123, Industrial Waste Ordinance #19-92 and DPW Order No. 158,170 prior to discharge into the City's sewage system.
- B. Should wastewater become contaminated due to Design-Builder's operations all costs of satisfactory remediation and disposal shall be at no cost to the City. Such costs shall include, but not be limited to, all redesign, reconstruction and pre-treatment costs necessary to satisfy the requirements of the Industrial Waste Ordinance #19-92, and DPW Order No. 158,170.
- C. Should the existing wastewater be contaminated, or should it be uncontaminated but subsequently become contaminated due to conditions other than Design-Builder's operations, a Change Order will be issued as provided in Article 6 of the General Conditions for additional costs or time extension will be granted as provided in Article 7 of the General Conditions to pretreat the contaminated water prior to routing the flow into the sewer system or other approved disposal at the direction of the City.
- D. Design-Builder shall be responsible for obtaining and paying for all water discharge permits and for paying all sewer service charges, penalties and other incidental fees and expenses resulting from discharging wastewater into the City's sewerage system by Design-Builder's operations.
  - 1. The application for such wastewater discharge permit shall be sent to:

San Francisco Public Utilities Commission Wastewater Enterprise, Collection System Division 3801 3rd Street, Suite 600 San Francisco, CA 94124 Telephone (415) 695-7321.

**END OF SECTION** 

## **SECTION 00 73 73**

#### STATUTORY REQUIREMENTS

#### 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Design-Builder shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Design-Builder fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Design-Builder until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at <a href="http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco">http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco</a> sco ca

## 1.2 CONFLICT OF INTEREST

A. By executing the Agreement (Section 00 52 00), Design-Builder certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 et seq. or Section 1090 et seq. of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

#### 1.3 NONDISCRIMINATION REQUIREMENTS

- A. Incorporation of Administrative Code Chapters 12B and 12C. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Design-Builder shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Design-Builder shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits**. Design-Builder does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. Title VI Requirements. During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest (hereinafter referred to as the "Design-Builder") agrees as follows:
  - (1) **Compliance with Regulations:** The Design-Builder shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of

Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- (2) Nondiscrimination: The Design-Builder, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Design-Builder shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) Information and Reports: The Design-Builder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information the Design-Builder shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Design-Builder's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Design-Builder under the Contract until the Design-Builder complies, and/or
  - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The Design-Builder shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Design-Builder shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

#### 1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

A. Design-Builder shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise

comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein:

#### 1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

A. Design-Builder shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

## 1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Design-Builder confirms that Design-Builder has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.

## 1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

A. In performing the Work, Design-Builder shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

#### 1.8 LIMITATIONS ON CONTRIBUTIONS

By executing the Agreement (Section 00 52 00), Design-Builder acknowledges that it is A. familiar with section 1.126 of the City's 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) an individual holding a City elective office if the contract must be approved by the individual. a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. The prohibition on contributions applies to each prospective party to the contract; each member of Design-Builder's board of directors; Design-Builder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Design-Builder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Design-Builder. Design-Builder must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

# 1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Design-Builder within the meaning of San Francisco Administrative Code Chapter 12M, Design-Builder shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Design-Builder may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Design-Builder, such information must be held by Design-Builder in confidence and used only in performing the Agreement. Design-Builder shall exercise the same standard of care to protect such information as a reasonably prudent Design-Builder would use to protect its own proprietary or confidential information.

# 1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

- A. Under Public Contract Code section 7103.5, Design-Builder and its Subcontractors shall conform to the following requirements:
  - In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Design-Builder or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Design-Builder, without further acknowledgement by the Parties.
  - Design-Builder shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

## 1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Design-Builder shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Design-Builder not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

# 1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

A. Design-Builder may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Design-Builder may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Design-Builder from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

## 1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

A. Design-Builder shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

#### 1.14 NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
  - Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <a href="http://sfgov.org/cmd/important-forms">http://sfgov.org/cmd/important-forms</a>
     Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
  - 2. The willful failure of Design-Builder or its subcontractors to comply with any of the requirements of chapter 14B shall be deemed a material breach of contract.
  - 3. In the event that the Director of Contract Monitoring Division finds that Design-Builder or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, Design-Builder or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Design-Builder or its subcontractor for any contract with the City. Design-Builder agrees that progress payments shall be withheld, and Design-Builder's liability for liquidated damages assessed will be subject to the collection procedures specified in Section 14B.7(H)(2) of the Administrative Code and CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  - 4. Design-Builder shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  - 5. Design-Builder shall pay its subcontractors within 3 working days after receiving payment from the City unless Design-Builder notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Design-Builder and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Design-Builder and the subcontractor, waive this 3-day payment requirement.
  - 6. Design-Builder shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
  - 7. Design-Builder shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

## 1.15 SUNSHINE ORDINANCE

A. Design-Builder acknowledges that the Contract Documents and all records related to their formation, Design-Builder's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

# 1.16 SUBMITTING FALSE CLAIMS; REMEDIES

Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any Design-A. Builder, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A Design-Builder, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the Design-Builder, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City. subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

#### 1.17 CLEAN CONSTRUCTION

- A. Design-Builder agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code and Chapter 25 of the Environment Code. The provisions of Section 6.25 and Chapter 25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Design-Builder may seek waivers from the Clean Construction requirements as set forth in Chapter 25 of the Environment Code.
- C. By entering into the Agreement, Design-Builder and City agree that if Design-Builder uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25 of the Administrative Code and Chapter 25 of the Environment Code, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Design-Builder and the City agree that Design-Builder shall pay the City the amount of \$100 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Design-Builder's failure to comply with the Clean Construction requirements.

#### 1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Design-Builder agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <a href="www.sfgov.org/olse/fco">www.sfgov.org/olse/fco</a>. A partial listing of some of Design-Builder's obligations under Chapter 12T is set forth in this Section. Design-Builder is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- B. The requirements of Chapter 12T shall only apply to a Design-Builder's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this

- Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Design-Builder shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Design-Builder's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Design-Builder or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Design-Builder or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Design-Builder or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Design-Builder or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Design-Builder or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Design-Builder and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Design-Builder or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- H. Design-Builder understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**END OF SECTION** 

## **SECTION 01 11 00**

#### SUMMARY OF WORK

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The work to be done under this contract consists of sewer work, water work, electrical work, paving work, new building construction, and deployment of modular structures along South Van Ness Avenue, San Francisco, California, all as shown on the drawings and as specified in these Specifications.

## 1.2 PROJECT DESCRIPTION

- A. Demolition Work includes, but not limited to:
  - Site demolition as required for below-grade utilities and spread footings.
- B. Building Improvement Work includes, but not limited to:
  - 1. Construction of a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to provide a 125 Bed facility that contains two Tensile Structures, a Dormitory (60'x135'), and a Dining/Pantry Tensile Structure (60'x75'), and Modular Restrooms/Showers. The contractor will be provided with conceptual design documents called bridging documents upon which to base their final designs. All designs shall be submitted to Owner of review and comment. Full design and construction documents shall be provided for all exterior and landscape amenities.
- C. Paving Work includes, but not limited to:
  - Traffic routing work;
  - 2. Excavating, removing and disposing of existing pavement, concrete base, parking strip, curb and sidewalk;
  - 3. Supporting and working around existing utilities;
  - 4. Handling all drainage or ground water;
  - 5. Removing surplus material;
  - 6. Cleaning project site;
  - 7. Furnishing and placing of backfill material;
  - 8. Constructing 2-inch thick asphalt concrete wearing surface over 8-inch thick concrete base, 10-inch thick concrete pavement, 8-inch thick concrete parking strip, 10-inch thick concrete bus pad, 6-inch wide concrete curb, 3-½-inch thick concrete sidewalk, concrete curb ramps, doweled concrete median or island, and doweled 6-inch wide concrete curb:
  - 9. Adjusting City-owned manhole frame and cover to grade;
  - 10. Adjusting City-owned catch basin frame and grating to grade;
  - 11. Adjusting City-owned castings to grade;
  - 12. Performing all related and incidental work, all where and as shown on the Drawings and in accordance with the Project Manual.
- D. Sewer Work includes, but not limited to:
  - 1. Performing traffic routing and trench support work related to sewer work;
  - 2. Trench support work;
  - 3. Constructing 8-inch diameter side sewer connections;
  - 4. Televising existing active side sewers and culverts;

- 5. Repairing or replacing existing defective active side sewers and culverts;
- 6. Installing cast iron water trap for existing catch basins including cleanout cap;
- 7. Removing existing sewers and sewer structures:
- 8. Televising newly constructed main sewers, side sewers, and culverts;
- 9. Saw cutting, removing and disposal of existing pavement;
- 10. Excavation, backfilling and compaction of trench;
- 11. Restoring concrete base inside and outside of sewer trench limit as necessary per excavation code;
- 12. Handling, transportation and disposal of hazardous excavated materials and contaminated soils, if necessary;
- 13. Supporting, working around and protecting certain San Francisco Water Department, Fire Department and other utility agency and company facilities in conjunction with the work under this contract; and all appurtenant work required in accordance with the Contract Documents and in accordance with San Francisco DPW Standard Specifications, dated November 2000.
- 14. Performing all related and incidental work, all where and as shown on the Drawings and in accordance with the Project Manual.
- E. Landscape Architectural Work includes, but not limited to:
  - 1. Site furnishings and mounting as depicted in drawings and per Ross Rec proposal.
  - 2. Site improvements including bicycle racks, terraced garden areas, fences, gates and other improvements as indicated on drawings.
- F. Electrical Work includes, but not limited to:
  - 1. Coordination with new Pacific Gas and Electric service including providing trench from main point of connection, subgrade improvements, conduits, and transformer pad.
  - 2. New main switchboard and routing and distribution of electrical on site.
  - 3. Power and lighting within Dormitory and Community buildings.
  - 4. Coordination and electrical service connections with modular buildings.
- G. Water Work includes, but not limited to:
  - 1. New domestic and fire water service and site utilities as indicated in the drawings.
  - 2. Water distribution and fixtures in Dormitory and Community buildings.
  - 3. Coordination and water service connections for modular buildings.
- H. The Work shall include providing all labor, tools, equipment, materials, transportation and services, and performing all operations necessary for and properly incidental to the construction and completion of the Work as indicated on the Contract Documents.
- I. The Drawings indicate the location, extent, design, and details of the Work required to be performed. The Drawings are listed in the Index of Drawings. When reference is made to "plans" in the Contract Documents, it shall be understood that such reference refers to the Drawings.
  - 1. The Drawings may refer to certain details of Work, which are shown on the Standard Plans of the City and County of San Francisco Department of Public Works, Bureau of Engineering, dated April, 2007. All such referenced details shall be incorporated into the Contract Documents by their reference.
  - 2. Refer to Section 01 42 00 References for availability of the DPW Standard Plans.

## 1.3 COORDINATION WITH LOCAL BUSINESSES

- A. Contractor is required to Coordinate Construction efforts and minimize impacts to the neighborhood residents and businesses. This shall be incidental to the Work, except graffiti removal within an approved and secured storage area may be compensable under a bid allowance, if explicitly included as a bid item.
  - No area within the public right of way (from property line to property line and including but not limited to streets, parking strips, bicycle lanes, gutters, curbs, paths and sidewalks) shall have restricted public access for more than five (5) calendar days, with the exceptions of areas of new curb ramp and bus pad construction if specified in Section 01 55 26. Contractor shall restore and reopen to the public any and all areas of the public right of way within these specified time limits.
  - 2. Work shall not prevent pedestrians from entering operating businesses.
  - 3. At any time that the Contractor occupies the sidewalk along any block, the Contractor shall coordinate with the businesses that are located on or require access through occupied area to maintain daily delivery access and access to garbage/recycling removal services. If the Contractor's activities prevent a business from placing its garbage or recycling on the curb for pickup, Contractor shall at its expense assist the business with handling and transport of garbage and recycling refuse to nearby designated garbage/recycling collection locations. The Contractor's attention is directed to the existing garbage/recycling collection times, which are typically at night or early morning.
  - 4. Contractor shall coordinate with and assist businesses that receive deliveries at night or early morning to ensure that delivery areas, including sub-sidewalk access doors, are accessible.
  - 5. Contractor shall daily remove all graffiti on all barricades, equipment, buildings and pavement in the Work area. Contractor shall no less than daily and as often as may be required by the Engineer to remove trash, litter, and debris from businesses along the alignment when Contractor is performing Work in front of or immediately adjacent to said businesses. Contractor is not expected to provide litter and trash removal services to the businesses not directly impacted by Contractor's immediate Work. However, Contractor shall take all reasonable measures to ensure that the business entrances and public areas immediately adjacent to where it is performing Work are to be kept, clean, orderly, and accessible to the public.
  - 6. Contractor shall coordinate and provide access to businesses for window cleaning and if safe access is not available, the Contractor shall make safe access within 24 hours of request, which shall be incidental to the Work.

# 1.4 SUBMITTALS, PUBLIC NOTIFICATION, AND MEETINGS BEFORE NOTICE TO PROCEED (NTP)

- A. Contractor shall submit the required Traffic Control Plans, EHASP, and Schedule as soon as possible after NTP in order to ensure said submittals are reviewed and approved by the City prior to start of field work. Contractor may request to submit after date of Award.
- B. Contractor shall submit to the City for review and approval all 30-Day and 10-Day Public Notices prior to issuance as soon as possible after NTP, provided that said notices are sent out after NTP but no later than 60 calendar days before the start of Work. Refer to DPW Order No. 178,940, Regulations for Excavating and Restoring Streets in San Francisco, and Section 00 73 27 Specific Project Requirements for more details.

C. The City Representative will schedule a Pre-Construction meeting as soon as possible after NTP in order to discuss schedules and sequence of operations with the Contractor.

#### 1.5 SEQUENCING OF CONSTRUCTION

- A. After award and certification of the contract, a pre-construction meeting will be scheduled with the Contractor to determine the official date for commencement of the work. No fieldwork can begin prior to the Contractor's receipt of written permission from the City Representative. The City shall have full jurisdiction and responsibility of the property until the commencement date for fieldwork.
- B. After notification of the commencement date, the Contractor shall be allowed ninety (90) calendar days for shop drawings submittal and approval, procurement and delivery of the custom fabricated site furnishings.
- C. Contractor shall be familiar with the terms, conditions, and payment schedule required by suppliers prior to submitting bid. Any delays to the custom fabricated item procurement schedule caused by incomplete or inaccurate shop drawing submittals and/or failure to comply with these terms, conditions and payment schedule required by the material suppliers, shall be the responsibility of the Contractor.

#### 1.6 WORK SCHEDULING

- A. Refer to schedule, Temporary Street Closures, appended to this Section for traffic lane requirements that may affect the Contractor's schedule of operations. [DO WE HAVE THESES ITEMS? IF NOT DELETE AMS]
- B. The Contractor shall coordinate its operations with the City and shall incorporate in its Progress Schedule activities for all special events that will require the Contractor to suspend its operations at the project site.
- C. The Contractor's working hours shall be as specified in Section 00 72 00 General Conditions, subparagraph 1.01A.63, except as specified otherwise in these Specifications.
- D. The Contractor shall not commence any excavation in the public right-of-way without a valid excavation permit issued by the San Francisco Department of Public Works, Bureau of Street Use and Mapping. The Contractor shall submit a copy of the excavation permit.

# 1.7 TRAFFIC ROUTING WORK

- A. The Contractor shall be responsible to provide incidental traffic routing work, such as described below, to ensure adequate protection of the general public and the Work.
- B. The Contractor shall provide incidental traffic routing work in accordance with the requirements of the "Regulations for Working in San Francisco Streets (Blue Book)" by the San Francisco Municipal Transportation Agency (SFMTA), latest edition. Refer to the following website for the latest copy of the Blue

  Book: http://www.sfmta.com/services/streets-sidewalks/construction-regulations
- C. The Contractor shall obtain the approval of the SFMTA for any required prohibition of stopping from the Traffic Bureau (415) 554-9928, at least 72 hours in advance of the effective date and time. The Contractor shall post the signs at least 72 hours in advance of the effective date and time.

D. In the event the Contractor occupies parking areas within the Public Right of Way including the sidewalk, the Contractor shall obtain the approval of, and pay for any required permits for occupation of the sidewalk and parking spaces from the SFMTA.

#### 1.8 CONTRACTOR USE OF SITE

- A. Use of Site: Limit use of the site for construction operations necessary to perform the Work indicated on the Drawings. Obtain prior written approval from the City for access to areas of the site occupied by the City. Protect and repair or restore to the existing condition surrounding areas damaged by the Contractor's operations.
- B. Contractor's Work Area: The Contractor's work area is limited to the areas included within the limits of work as shown on the Contract Drawings and as adjusted by the temporary construction fencing.
  - 1. Refer to Section 01 50 00 Temporary Facilities and Controls for work area maintenance requirements.
- C. Parking and Storage Location Plan
  - Only one storage location shall be used on the project at one time. If more than one parking and storage location is desired, Contractor must submit request for multiple locations. The City may require the Contractor to cease or modify parking and storage plans, even if previously approved, and may rescind approval of all parking and storage areas. Refer to Section 01 55 26-1.4.C for additional requirements.
  - 2. Tow Away / No Parking (TANS) zones are allowed only in area of approved parking and storage plans and/or as indicated on the applicable traffic control plan and only while the applicable work is being performed. Prior approval in writing of each instance of posting and tow away activation must be obtained from the City Representative. If prior written approval is not obtained, the City may remove signage and/or may deactivate tow away authorization. Refer to Section 01 55 26-3.9 for additional requirements.
  - 3. Do not utilize City streets for additional staging and storage areas.
  - 4. Do not enter upon or use any property not under control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said agreement furnished to the City Representative prior to said use. Neither the City nor the City Representative shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any such properties.
- D. Maintenance of Work Area: Maintain the work areas in a safe condition at all times. Remove all graffiti and accumulated rubbish and debris material deposited within the construction site at the end of each work day. The Contractor is responsible to maintain the project area for the entire duration of the Contract. Clean and restore the work site at completion of the work to the condition that existed prior to the start of work.
- E. Security Of Contractor's Work Areas: Security of the Contractor's work areas and its property, equipment, construction materials and all other items contained in the Contractor's staging areas or elsewhere on the construction site shall be the Contractor's sole responsibility at all times.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

## **SECTION 01 20 00**

#### PRICE AND PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Procedures for preparation and submittal of Progress Payment Requests.
- B. Related Sections:
  - 1. Section 00 72 00 General Conditions, Article 9, Payments and Completion.
  - 2. Section 00 41 00 Bid Form.
  - 3. Section 01 29 73 Schedule of Values.
  - 2. Section 01 32 16 Construction Progress Schedule.

#### 1.2 SCOPE

- A. Payment for the various items of the Schedule of Bid Prices, as further specified herein, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured products, and for all labor, operations, overhead and profit, applicable taxes, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of work as specified and as shown on the Drawings. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Prices, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.
- B. Contract Prices shall be deemed to include all bonds and insurance, all appurtenances necessary to complete the required Work, including all costs for compliance with the regulations of public agencies having jurisdiction, including Health and Safety Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and including all costs for loss or damage arising from the Work, or from action of the elements, for any unforeseen difficulties which may be encountered, and for all risks of every description connected with the prosecution of the Work until Project Completion, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract.
- C. Except as otherwise expressly stipulated in the Contract Documents, no payment shall be made for materials stored on or off site, and for materials not yet incorporated into the Work on site.
- D. Neither the payment of any estimate nor of any retained percentage shall relieve Contractor of its obligation to make good all defective work or material.

# 1.3 BASIS OF PAYMENT

- A. Unit Price Work
  - 1. The City shall determine the quantities of Work to be paid for any item for which a unit price is fixed in the Contract.
  - Unless otherwise provided, determination of the number of units of Work so completed shall be based, as far as practicable, on the actual measurement or count made by the City Representative of the Work satisfactorily completed within the prescribed limits.

- 3. Measurement and computations shall be made by methods as the City may consider appropriate for the class of Work measured.
- 4. Should the actual quantities of Work performed under any unit price be greater or less than the estimated quantity stipulated on the Schedule of Bid Prices, or if an item of Work is deleted, the final Contract cost shall be adjusted by Change Order to reflect the actual quantities and actual costs including fixed costs for unit price items.
- B. Lump Sum: When the estimated quantity for specific portions of Work is not indicated on the Schedule of Bid Prices and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed as set forth in the Specifications and shown on the Drawings.
- C. Monthly payment requests shall be based upon information developed at monthly Application for Payment meetings and shall be prepared by Contractor. The approved Schedule of Values will be the basis for Contractor's payment requests.
  - 1. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.
  - 2. Submission of a progress schedule update in accordance with Section 01 32 16 for the same period of the progress payment application shall be a condition precedent to making the progress payment application.

#### 1.4 APPLICATION AND SCHEDULE PROCEDURES

- A. On the 25th of each month submit an itemized Application of Payment to the City Representative by email with all required supporting documents attached in PDF format or in other Windows file formats (except Certified Payrolls) covering the Work completed as of the date of the Application for Payment.
  - 1. Submit a progress schedule update with each Application for Payment.
  - 2. List each authorized Change Order executed prior to date of submission by Change Order Number and description, as for original items of work.
  - 3. When the City requires substantiating data, Contractor shall submit suitable information with cover letter identifying Application of Payment number and date, line item by number and description.
  - 4. Submit Certified Payrolls through the City's internet-based Project Reporting System. Refer to Paragraph 9.03M of the General Conditions.
  - 5. Specify the desired Method of Payment, either electronic funds transfer or check.
- B. Progress payments for the work performed under this Contract will be made in the manner described in Paragraph 9.03 of the General Conditions.
  - Progress payments will be based upon progress estimates by Contractor and verified by the City of the actual physical progress of the work, utilizing the Schedule of Values approved by the City.
  - 2. Progress payments will be made on a monthly basis and no mid-monthly payments will be made regardless of the value of the work and material incorporated prior thereto.
  - 3. Contractor shall certify its estimate of the quantities of the work completed, contained in the monthly progress payment estimate, by signing each such estimate prior to its submission.
  - 4. Contractor shall submit Project Record Drawings as specified below under article "Project Record Drawings."
  - 5. The City will make final determination if agreement cannot be reached on Contractor's progress payment request.
- C. The City shall issue payments to Contractor through the City's electronic payment system. Contractor acknowledges and agrees to receive payment electronically through

this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

- D. Pursuant to California Public Contract Code Section 22300, Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the City.
  - At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City Controller or with a state or federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract.
  - Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16420 of the Government Code and to bank or savings and loan certificates of deposit.
  - Contractor shall enter into escrow agreement with City Controller for in-lieu construction payment retention provided by City, specifying amount of securities to be deposited, terms and conditions of conversion into cash in case of Contractor's default, and termination of escrow upon completion of Contract.
  - 4. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

### 1.5 PROGRESS ESTIMATES

- A. Upon receiving Contractor's monthly progress payment application, the City will review progress breakdown and make adjustments to percent of completion of each item of Work.
  - Monthly progress payments will be made based on the total value of Work items completed or partially completed, as determined by the City with participation of Contractor.
  - 2. Accumulated retainage will be shown as separate item in payment summary.
- B. After approving the finalized Progress Payment Report, the City will commence payment processing electronically. The payments will be made in accordance with Contractor's specified Method of Payment.

## 1.6 PROJECT RECORD DRAWINGS

A. If requested by the City Representative, submit original and one (1) copy of the Project Record Drawings (As-Builts) with the monthly progress payments to the City Representative in the field for review. The original Record Drawings will be returned to the Contractor within fourteen (14) calendar days of submittal. The Contractor shall update the Record Drawings based on the City Representative's comments and resubmit the drawings for record. If the Record Drawings are not kept current or not furnished when specified herein, Progress Payments and if necessary the Final Payment will be withheld.

# 1.7 ELECTRONIC CERTIFIED PAYROLLS

A. In accordance with the requirements of Paragraph 9.03M of the General Conditions, Contractor shall submit certified payrolls to the City electronically via the City-selected Project Reporting System ("PRS"), an internet-based program. This submittal is required for Progress Payments as specified in this Section 01 20 00 - Price and Payment Procedures. In addition to data relating to weekly payroll information, the Contractor, Subcontractors and Suppliers shall enter in appropriate fields of the PRS information regarding new hires, including name and date hired of each new employee.

PART 2 - PAYMENT SCHEDULE

PART 3 - EXECUTION (Not Used)

### **SECTION 01 21 00**

#### **ALLOWANCES**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes: Allowances and procedures for doing allowance work.

#### 1.2 PROJECT CONDITIONS

- A. Allowances shall be done only when and as directed in writing by the City Representative.
- B. Allowances shall cover the actual direct cost to Contractor of labor, materials and equipment delivered and installed at the site, required taxes and fees, less applicable trade discounts.
- C. Contractor's costs for required on-site and off-site storage and security, loading and unloading, handling at the site, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in Contractor's Total Bid Price and not in the allowances unless indicated otherwise.
- D. The amount given on Schedule of Bid Prices under each allowance item shall be the amount of funds set aside for each allowance. Said amounts shall be included in Contractor's Total Bid Price on the Schedule of Bid Prices.
- E. Whenever costs are more than or less than allowances, the Contract cost will be adjusted by change order based on the difference between (1) actual costs and the allowances, and (2) changes in Contractor's costs. Contractor shall identify allowance item under which work is done on Contractor's progress schedule and application for payment.
- F. Contractor's mark up for overhead and profit on allowance work shall be limited to 5%.

## PART 2 - SCHEDULE OF ALLOWANCES

#### 2.1 Bid Item No. 02900: LANDSCAPE ALLOWANCE

- A. An allowance as shown in the Schedule of Bid Prices will be used to reimburse the Contractor for the purchase and installation of the landscape scope of work as defined in the documents dated: 2018-02-21 Final Design Intent. The unused portion of the cash allowance shall be credited to the City. It is possible that some or all of the preset allowance amount may be used. The contractor shall submit to the City a Schedule of Prices prior to purchase for approval. The allowance is limited to the following scope:
  - a. Outdoor furnishings
  - b. Outdoor recreation equipment
  - c. Outdoor raised landscape vegetation beds/areas
  - d. Outdoor raised plinths
- B. The Contractor shall provide a cash allowance in the amount of \$175,000 for this work.

PART 3 - EXECUTION (Not Used)

### **SECTION 01 26 00**

#### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - General

#### 1.1 SUMMARY

- A. Section Includes: General procedural requirements for changes, modifications, and extras.
- B. Related Sections:
  - 1. 00 72 00 General Conditions, Article 6
  - 2. 01 20 00 Price and Payment Procedures: Application Procedures
  - 3. 01 31 13 Project Coordination: Requests for Information
  - 4. 01 33 00 Submittal Procedures: Construction Schedule
  - 5. 01 78 39 Project Record Documents

#### 1.2 MINOR CHANGES

- A. Clarifications: The City will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract by issuing written interpretations or clarifications of the Contract Documents as the City deems necessary such as supplemental instructions on Request for Information (RFI) Form or by a written field order by the City Representative.
  - 1. Refer to Section 01 31 13 Coordination for procedures for requesting information or clarifications on Contract Documents.
  - 2. Pursuant to Paragraph 6.03, Change Order Requests and Proposed Change Orders, of the General Conditions, such written interpretations and clarifications shall be binding on the City and Contractor. Promptly execute the work required by the City's written interpretation or clarification.
- B. Notification: If Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, submit to the City Representative a request for Change Order therefore before beginning the work required by the written interpretation or clarification or within seven calendar days from the date of the City's response.

## 1.3 DOCUMENTATION

- A. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- B. On request and within a reasonable period of time, provide additional data to support computations:
  - 1. Quantities and type of products.
  - 2. Labor breakdown by trade classification, wage rates, and estimated hours.
  - 3. Equipment breakdown by type, size, rental rates, and equipment hours.
  - 4. Taxes, insurance and bonds.
  - 5. Mark-ups, including overhead and profit.
  - 6. Justification for any change in Contract Time, including a schedule analysis identifying critical progress schedule activities delayed by the PCO.
  - 7. Credit for deletions from Contract and work estimates of subcontractors, similarly documented.
- C. Support each claim for additional costs, and for work done on a force account basis, with additional information:

- 1. Origin and date of claim.
- Date of authorization for extra work by the City Representative as per Force Account Change Order issued to Contractor.
- 3. Dates and times work was performed, and by whom.
- 4. Time records and wage rates paid.
- Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. Failure to properly document or provide supporting documents related to additional work or credit of a claim shall invalidate such claims or upon decision of the City, proceed with the City's best cost estimate of disputed additional work or credits.
- E. Documentation, data preparation, and administration of change orders shall be considered as incidental work and no additional payment will be made therefore.

#### 1.4 CHANGE PROCEDURES

- A. The City may issue a Proposed Change Order (PCO) Memorandum which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, and a change in Contract Time for executing the change if necessary.
  - Prepare and submit a cost proposal estimate to the City Representative for approval upon receiving a PCO within the number of calendar days per General Conditions Paragraph 6.03D, furnishing a complete breakdown of costs of both credits and extras, itemizing materials, labor, taxes, and mark-up for overhead and profit. Subcontract work shall also be indicated on the same form as for Contractor's breakdown.
  - 2. Limit Contractor's and subcontractor's mark-ups to the maximum percentages as specified for force account work under Paragraph 6.06, Cost of the Change Order Work, of the General Conditions. Contractor's mark-up on work performed by a subcontractor shall be in accordance with Paragraph 6.06C of the General Conditions. No additional payment will be made by reason of performance of additional work by a subcontractor.
  - 3. All requests for time extensions pursuant to Paragraph 7.02, Delays and Extensions of Time, of the General Conditions or claims for damages for delay caused by the City's processing of Change Orders will be reduced by the additional time in excess of that allowed for Contractor to submit a PCO cost proposal as provided herein, provided that the activity was shown on the critical path on the base line schedule.
  - 4. Submit additional data as specified under Article "Documentation" as requested by the City Representative.
  - 5. The City will review Contractor's cost proposal estimate and will negotiate the final terms of Change Order with Contractor.
  - 6. Upon approval of PCO by the City, the City will issue Change Order directing Contractor to proceed with the change in the work.
- B. Contractor may propose a change by submitting a request for a PCO number to the City, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on the Work schedule and operations.
  - 1. Document any requested substitutions in accordance with Section 01 25 13.
  - 2. Contractor's RFI submittal shall not constitute a request for change.

### 1.5 UNILATERAL CHANGE ORDER

A. When time does not allow for the Change Order to be negotiated through the PCO process, or when the City and Contractor are unable to agree on the cost or time required to

- complete the change in the Work described in a PCO, the City may issue a document instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order based on the City's estimate of costs, if any.
- B. The document will describe changes in the Work, and will indicate the City's determination of any change in cost.
- C. Promptly execute the change in Work.
- D. If Contractor disagrees with the City's estimate of cost and time or other conditions of a Unilateral Change Order, Contractor shall submit a written protest in accordance with Paragraph 6.05, Unilateral Change Orders, of the General Conditions within 15 calendar days of its receipt and before proceeding with the required work.
  - 1. After the written protest has been filed and within 7 calendar days of completing said disputed work, submit a notice of potential claim for the cost differential between Contractor's actual cost and the City's estimate included in the Unilateral Change Order.
  - 2. Within 30 calendar days of the date of said notice of potential claim submit to the City Representative a claim with written documentation as specified under Article "Documentation".

### 1.6 FORCE ACCOUNT WORK

- A. All Force Account work shall be witnessed, documented and approved in writing by the City on the day that the work is performed. No Force Account work that is not so reported to the City Representative will be paid by the City. The Contractor shall notify the City Representative in writing at least 24 hours in advance of its schedule before proceeding with the Force Account work.
- B. Force account charges, a definite price for which has not been agreed on in advance, shall be recorded daily upon a Daily Force Account Report Form obtained from the City Representative.
  - 1. Contractor or authorized representative shall complete and sign Form.
  - 2. The Form shall provide an itemized account and supporting data and shall be countersigned by the City Representative.

## 1.7 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: The City will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- B. The City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor.

## 1.8 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

# 1.9 CONTINUING WORK DURING DISPUTES

- A. The Contractor shall carry on and prosecute the work and maintain the progress schedule during all disputes and disagreements with the City. Time is of the essence. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City Representative and the Contractor may otherwise agree in writing.
- B. The Contractor shall notify the City Representative at the beginning of each single day, shift, or phase before performing the disputed work. Failure to notify the City Representative at the beginning of each day, shift or phases will result in no verification of any work performed under dispute or disagreement. The Contractor and the City Representative shall agree upon the size and number of manpower, equipment, and materials for documentation at the end of every day, shift or phase until resolution or completion of the disputed work.
- C. Submit a Disputed Work Report Form on the day that work is performed if the City and Contractor disagree as to the City's determination of said work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 29 73**

### SCHEDULE OF VALUES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Submittal requirements, coordination, review and acceptance of the schedule of values for evaluating progress payment applications.
- B. Related Sections:
  - 1. 00 72 00 General Conditions, Article 9, Payments and Completion
  - 2. 01 20 00 Price and Payment Procedures

#### 1.2 SUBMITTAL REQUIREMENTS

- A. Submit within 15 calendar days after the Notice to Proceed date but in no event later than 7 days before Contractor's initial application for payment, a schedule of values covering the lump sum items.
- B. The schedule of values shall consist of a detailed cost breakdown of Contractor's Bid covering the Lump Sum Work and Lump Sum Items of Work by classification, in accordance with the Construction Specifications Institute's MasterFormat® (2010 Update) as represented by the Specifications Table of Contents.
- C The specific format and detail shall be acceptable to the City Representative for estimating and evaluating progress payments, as follows:
  - 1. An unbalanced schedule of values providing for overpayment of Contractor on items of work that would be performed first will not be accepted.
  - 2. The sum of the individual costs listed in the schedule of values shall equal the lump sum price bid under the Bid Item in the Schedule of Bid Prices for the Work activity.
  - 2. Provide breakdown in sufficient detail to facilitate continued evaluation of progress payment applications.
  - 3. Show the total cost of each item of work including all labor, material, equipment, fixed cost elements, incidental expenses, and overhead and profit.
  - 4. Overhead and profit shall not be listed as separate items.
  - 5. Identify separate line items for temporary items, mobilization, final cleaning, operations and maintenance manuals, and start-up, adjusting and testing.
  - 6. Coordinate the preparation of the schedule of values with Contractor's progress schedule.

### 1.3 REVIEW AND ACCEPTANCE

- A. The City Representative will review and return Contractor's schedule of values with comments within 7 days of its receipt. Contractor shall make corrections requested by the City Representative and resubmit for approval within 3 days.
- B. Final acceptance by City Representative shall indicate only consent to the schedule of values as a basis for preparation of applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

3/8/2018 01 29 73 -1 Schedule of Values

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 31 13**

#### PROJECT COORDINATION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Provisions of coordination of the Work of the Contract and requesting clarifications and interpretations of the Contract Documents.
- B. Related Sections:
  - 1. 01 31 19 Project Meetings.
  - 2. 01 33 00 Submittal Procedures.

#### 1.2 GENERAL COORDINATION

- A. Contractor shall be responsible for all project coordination.
- B. Coordinate scheduling, submittals, and work of various sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Coordinate the requirements for operation and maintenance data with suppliers and manufacturers of equipment and systems and the City to ensure timely delivery of required submittals in accordance with Section 01 33 00.

#### 1.3 SUBCONTRACT COORDINATION

- A. Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.
- B. Anticipate the interrelationship of all Subcontractors and their relationship with the Work.
- C. Resolve differences or disputes between Subcontractors, and other contractors concerning coordination, interference, or extent of work between sections of the specifications including assigned Contract work. Contractor's decisions, if consistent with the Contract Document requirements, shall be final.
- D. Coordinate the work of Subcontractors so that their portions of the work are performed in a manner that minimizes interference with the progress of the Work.

### 1.4 ADMINISTRATION

- A. General: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each trade performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. Coordination Meetings: Conduct general project coordination meetings with Subcontractors at least weekly at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special preinstallation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Keep the City informed about coordination meetings. Conduct meetings in a manner which will resolve coordination problems.

Record results and minutes of each meeting and distribute copies to everyone in attendance and to the City.

C. Submittals shall be submitted to the City using the City provided Submittal Control Form using the City numbering system. Requests for Information (RFI) shall be submitted to the City using the City RFI Form and numbered sequentially. All other Contract deliverables shall be submitted via sequentially numbered and dated transmittal. After Notice to Proceed, all other Contract required written communication shall be provided to the City via sequentially numbered letter.

Examples of communication to be provided via sequentially numbered letter include but are not limited to: notice of unforeseen or differing conditions, change order requests, notification before proceeding with force account work, notice of potential, anticipated, and/or actual delay, notification that Contractor considers work substantially complete and request for inspection, notification that Contractor considers work complete and request for certificate of acceptance, designation of responsible competent person, notice of potential claims, and contract claims.

All written communications including but not limited to Submittals, RFIs, transmittals, and letters shall include the Contractor's wet signature. Such written communications may be transmitted as attachments via email to the City Representative, provided wet signature originals are received by the City immediately following and no later than 7 calendar days from date of email.

### 1.5 REQUEST FOR INFORMATION (RFI)

A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of 30 days in advance of the work to be executed, and to request for information so that the City will have sufficient time to respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates.

## B. Form:

- 1. When an interpretation or clarification of the Contract Documents is required from the City, make the request on Form obtained from the City Representative.
- 2. Fill in all applicable information on the form.
- 3. Use one form for each request; limit the subject to one design discipline to expedite reply. Attach supplementary information where necessary.
- 4. The City will reply or give summary of reply on the same form and include supplementary information where necessary.
- 5. The completed form shall be the written record of each RFI.
- 6. Do not use any other RFI form on this Project.

## C. Uses:

- 1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.
- Do not use the RFI form for the following; the City will not reply and will reject the RFI:
  - a. Product or material substitution.
  - b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are Contractor's responsibilities exclusively.)
  - c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)
  - d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.

- e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
- f. Confirmation of interpretations or clarifications previously provided by the City.
- g. The City will reject requests for interpretations or clarifications of the Contract Documents which can reasonably be derived from a review of the Contract Documents.

# D. Reply:

- 1. The City will endeavor to reply to all RFI's promptly, generally no later than 15 days from the day received.
- When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agency, the City will inform Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.
- 3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.
- 4. Such written interpretation or clarification will be binding on Contractor and City. If Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then Contractor shall make a written claim therefore as provided in Paragraph 6.03, Change Order Requests and Proposed Change Orders, of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 31 19**

#### PROJECT MEETINGS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes requirements and procedures for pre-construction and other project meetings to ensure quality of work.

### 1.2 GENERAL

- A. The City Representative will arrange project meetings after consultation with Contractor and will inform the Contractor of the meeting time and location.
- B. The Contractor's attendance is required at all meetings.
- C. The City Representative will be responsible for taking the meeting minutes and providing the Contractor with a copy. The Contractor shall duplicate them and distribute the meeting minutes to the other participants of the meeting. There will be a fifteen-day limit for protesting items recorded in the minutes.

#### 1.3 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of Work, the City Representative will schedule and conduct a preconstruction conference.
- B. Contractor shall be prepared to review and discuss the construction schedule and sequence of operations. The conference will be held at a time and location selected by the City Representative.

## 1.4 PROGRESS MEETINGS

- A. The City Representative will schedule, prepare agenda, and administer meetings throughout progress of the Work at weekly intervals or more frequently, as required by the City Representative.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.
- C. Location: Project field office, unless otherwise notified.
- D. Contractor shall provide a 3-Week Look Ahead Schedule.

#### 1.5 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification Sections, Contractor shall convene a preinstallation conference at work site prior to commencing work of the Section.
- B. Contractor shall require attendance of parties directly affecting, or affected by, work of the specific Specification Section.
- Contractor shall notify City Representative four days in advance of meeting date.

- City Representative will prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with two copies to Contractor.
- E. Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 33 00**

#### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes: This section specifies the general procedures and requirements for submission of shop drawings, product data and samples by Contractor to the City for review. See Technical Specifications for specific submittals.

### 1.2 DEFINITIONS

- A. "Shop drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a subcontractor, sub–subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings shall not be reformatted Contract Documents.
- B. "Product data" are illustrations, specifications, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the requirements of the Contract Documents.
- E. The term "manufactured" applies to standard units usually mass–produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
  - Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- F. "Manufacturer's instructions" shall mean the manufacturer's written instructions on the use or application of the product under conditions similar to those at the job site.
- G. "Work description" is a detailed description of the means, methods, tools, equipment, materials, sequence, and any other pertinent information about performance of work.
- H. "Subcontractor qualifications" is a detailed statement of the subcontracting entity or personnel scheduled to perform work including general description of qualifications, representative list of applicable projects, number of years experience, and references complete with telephone numbers and contact persons. Refer to Section 00 72 00 General Conditions for requirements regarding Subcontractor qualifications prior to award of the contract.
- I. "Field sample" is a sample at the project site to demonstrate the final technique, finish, and construction quality by which the Work will be judged.

J. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, demolition plans, record drawings, bonds, or similar items required to be submitted to the City Representative under the terms of the Contract.

### 1.3 REQUIREMENTS

- A. The Contractor shall be responsible for distributing approved submittals as required for constructions and for fabricating, furnishing, and constructing work in accordance with approved submittals. The Contractor shall keep one copy of reviewed submittals at the site at all times.
- B. The Contractor shall not use unacceptable submittals nor submitted materials without the City Representative's review stamp for reference in doing work. Submittals returned DISAPPROVED shall be revised by the Contractor and resubmitted to the City Representative for approval; the Contractor shall revise submittals returned APPROVED EXCEPT AS NOTED before proceeding with the subject work.
- C. Approval of submittals shall not relieve the Contractor of the responsibility for errors or omissions in the submittals or from deviations in the Contract Documents unless such deviations were specifically called to the attention of the City Representative in the Submittal Control Form for the submittal.
- D. The Contractor shall be responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The City Representative will review submittals for conformance with the design concept of the project and for conformance with the requirements of the Contract Documents.
- E. Wherever submittals are required herein, all submittals shall be submitted by Contractor to the City through the City Representative for recording and reviewing by the City.
  - 1. Submittals received from sources other than Contractor will be returned to Contractor without the City's review.
- F. The Contractor shall schedule submittals, enough in advance of scheduled installation dates, to allow time for review or revision.
  - 1. Review and coordinate submittal with other submittals, the construction schedule, testing, procurement, fabrication, delivery and similar sequential activities.
  - 2. Contractor shall be responsible for changes made necessary by Contractor's failure to coordinate submittals in a complete and timely manner.
- G. Make submittals in groups containing all associated items as complete packages of information for review. The City will reject partial submittals.
  - 1. Provide submittal package in a three—ring binder, with table of contents and tab sheet for each system. Tab sheet shall include a list of material and equipment furnished and shall provide ample space for City's review stamp and comments.
  - 2. The City reserves the right to withhold action on submittals requiring coordination with other submittals until related submittals are furnished.
- H. Submittals shall be reviewed, stamped, and approved by Contractor prior to forwarding them for City's review.
  - By approving and submitting shop drawings, product data, and samples, Contractor represents that it has determined and verified dimensions, materials, field measurements, and related field construction criteria, and that it has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

- When professional certification of performance criteria of materials, systems or equipment is submitted, submittal shall be stamped and signed by the responsible design professional with license number and expiration date representing that the City could rely upon the accuracy and completeness of such calculations and certifications.
- I. No portion of the Work requiring submission of a shop drawing, product data, or sample shall commence until the submittal has been reviewed and accepted by the City. All such portions of the Work shall be executed in accordance with accepted submittals.
  - 1. No portion of the Work requiring submission of work description, subcontractor qualification or field sample shall commence until the submittal has been reviewed and accepted by the City. All such portions of the Work shall be executed in accordance with accepted submittals.
- J. No change shall be made by Contractor in any submittal after it has been accepted by the City.
- K. If the submittal shows any variation from the Contract requirements because of standard shop practice or other reasons, Contractor shall make specific mention of each variation in its submittal.
- L. The City will review Contractor's submittals only for general conformance with the design concept of the Project and general compliance with the requirements of the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents.
- M. The City's review of Contractor's submittals shall not relieve Contractor of the obligations to comply with the requirements of the Contract Documents. The City's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The City's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- N. If Contractor makes a submittal which is not required to be submitted, the City will not review such submittal. Contractor shall execute the Work in accordance with the Contract Documents.
- O. Adequate quantities submitted are required for review. No submittal will be processed unless the specified quantities are furnished.
- Contractor's submittal packages shall include a digital copy of each Submittal on CD-ROM.

### 1.4 SUBMITTAL SCHEDULE

- A. The time of submission of a shop drawings, product data, samples, work description, subcontractor qualifications and field samples by Contractor and their processing and returning by the City is a matter which shall be jointly agreed upon by both parties in order that the submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmits.
  - 1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The City

- Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
- 2. If an intermediate submittal is necessary, process the same as the initial submittal.
- 3. Allow two weeks for reprocessing each submittal.
- 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the City Representative sufficiently in advance of the Work to permit processing.
- B. Prepare the Submittal Schedule in the format acceptable to the City, integrating it with or as a by–product of the Construction Schedule, and shall submit it to City 15 calendar days prior to the submission of the first such submittals or simultaneously with the CPM Schedule, whichever is earlier. No submittals will be processed before the Submittal Schedule has been reviewed and accepted by the City.
- C. In preparing the Submittal Schedule, the Contractor shall first determine from the Construction Schedule the date the particular item related to a particular system is needed for the Work. Working backwards, the Contractor shall add the required number of days for processing the submittal, shipment, fabrication, delivery of operation and maintenance manuals, and similar activities to determine the date of the submittal.
  - 1. Contractor shall allow minimum 21 calendar days for the City's review of the submittal and shall anticipate that incomplete, inadequate, or incorrect submittal will require resubmission.
  - 2. Contractor shall include a minimum 21 calendar days of float in the construction schedule for each submittal activity to allow for resubmissions.
  - 3. If more than one resubmittal is required, the costs of reviewing the extra resubmittals will be deducted from progress payments due Contractor. Such costs shall include the City's costs and the City's consultant fees.
- D. Adjust the Submittal Schedule monthly with the Construction Schedule to produce an orderly, even workload, without peak loads if possible, and yet able to meet the needs of the review and construction processes. Submit two copies of the Submittal Schedule after it is completed and each time it is updated by Contractor.
- E. Contractor shall be solely responsible for scheduling of submittals. No extension of Contract Time will be granted for untimely submittals or required resubmittals.
- F. Delays caused by the need for resubmittal shall not constitute a basis for an extension of Contract Time.
- G. Delays in the work caused by an incorrect submission or insufficient data will not constitute reason for an extension of Contract Time.

## 1.5 PROCEDURES

- A. Submittal cover sheet will be provided by the City. The following information will be provided by the Contractor:
  - 1. Identification of the project, Contractor, subcontractor, major supplier.
  - 2. Identify pertinent Drawing sheet and detail number, and Specification section number as appropriate.
  - 3. Identify deviations from Contract Documents.
  - 4. Submittals shall be sequentially numbered by the Contractor.
  - 5. Provide space for the Contractor's approval and City Representative's review stamps on submittals.

- B. Transmit each submittal to the City with a Submittal Control Form to be supplied by the City Representative. Deliver submittals to the City Representative at the address to be provided at the precontruction meeting.
- C. Transmittal Form: Use Submittal Record forms available from the City at no cost to Contractor. Consecutively number the transmittal forms. Resubmittals shall have original number with a numbered suffix. Fill in information as applicable.
- D. Identification: Identify submittals with the following information:
  - 1. Project name and location.
  - 2. Contractor's, Subcontractor's, supplier's, or manufacturer's name, address, and telephone number.
  - 3. Submittal number.
  - Product identification or shop drawing title, number, revision, and date as applicable. Where product data contain more than one product, model, selection, etc., clearly mark and identify the information intended to be reviewed by City.
  - 5. Reference to (Contract) Drawing or Specification Section as applicable.
  - 6. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.
  - 7. Provide space for City's review stamp. Space shall be minimum 4" x 6".
  - 8. Where multiple Specification Sections govern any portion of the work or where multiple trades are involved in any portion of the work (e.g., steel, mechanical and electrical items embedded in concrete), indicate all pertinent Specification Sections in its submittal identification.
  - 9. Revise any resubmittals as required and identify all changes made since previous submittal.
- E. Packaging of Submittals:
  - 1. Submittals shall be wrapped or packaged to prevent damage during delivery.
  - 2. Reproducible drawings shall be rolled and not folded.

### 1.6 SHOP DRAWINGS

- A. Submit in the form of one reproducible and 6 copies. The reproducible of drawings greater than 11" by 17" shall be unbound white paper.
- B. Shop drawings shall be submitted only by Contractor. Submittal of incomplete or unchecked shop drawings will not be acceptable.
- C. When the shop drawings have been reviewed by the City, two copies and one marked-up reproducible will be returned to Contractor appropriately stamped.
- D. If the shop drawings are not accepted, five copies will be returned to Contractor with the Citv's review comments indicated.
- E. Resubmit shop drawings in the same manner and quantity as specified for the original submittal.
- F. Clearly identify and provide explanation of changes made by Contractor on the resubmitted shop drawings.
- G. Each shop drawing submitted shall be sized as follows:

- 1. Maximum sheet size: 34"x 22" ("D"-size) with a 1" border and a 2" binding edge to the left of the border on the short side of the sheet.
- 2. Minimum sheet size: 8-1/2" x 11" with 1/4" border on three sides and 1/2" binding edge on the long side.
- H. Catalog sheets meeting the specific requirements may be substituted for the required drawings.

#### 1.7 PRODUCT DATA

- A. The submittal requirements shall be as follows:
  - 1. Submit six (6) copies of product data. After review, two will be returned to Contractor.
  - 2. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturer's standard data to provide information unique to this project.
- B. Product data and manufacturers' standard drawings submitted for review shall show only the pertinent information.
  - 1. Identify the pertinent information by circling it with black ink pen or by crossing out the inapplicable information with black ink pen.
  - 2. Any submittal which contains information not clearly identified for review will be rejected and returned to Contractor for resubmission.

#### 1.8 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in custom colors selected, textures, and patterns for the City's selection.
- C. Include identification on each sample, with full Project information.
- D. Furnish three (3) samples in the following sizes, unless otherwise specified; after review one (1) sample will be returned to Contractor.
  - 1. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
  - 2. Linear Products: Minimum 6 inches long, maximum 12 inches long.
  - 3. Bulk Products: Minimum one pint, maximum one gallon for liquids; minimum one pound, maximum three pounds or minimum one cubic foot, maximum one cubic yard, as applicable for solids.

## 1.9 MANUFACTURER'S INSTRUCTIONS

- A. When required by individual Specification Sections or by the City during submittal reviews, submit six (6) copies of manufacturers' printed instructions for delivery, storage, assembly, installation, start-up adjusting, field testing and finishing.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.
- C. Maintain copies of manufacturers' installation instructions and recommendations in Contractor's field office for review, regardless of whether such submittals are requested.

# 1.10 MANUFACTURER'S CERTIFICATES

- A. Submit certificates, in duplicate.
- B. Submit on 8-1/2" by 11" white paper.
- C. The City will retain certificates; no approval reply is intended.
- D. The certificate shall state that:
  - 1. The equipment or system has been:
    - a. installed in accordance with the manufacturer's recommendations,
    - b. inspected by a manufacturer's authorized representative, and
    - c. serviced with the proper initial lubricants.
  - 2. Applicable safety equipment has been properly installed.
  - 3. The proper electrical and mechanical connections have been made.
  - 4. The equipment is ready for startup.

#### 1.11 ACTION AND DISTRIBUTION

- A. The City will return the submittals stamped "NO EXCEPTIONS TAKEN," "MAKE CORRECTIONS NOTED," "SUBMIT SPECIFIED ITEM(S)," "REVISE AND RESUBMIT" or "REJECTED."
  - 1. When "NO EXCEPTIONS TAKEN" is indicated, Contractor is advised that fabrication, manufacturer, or construction may proceed, providing it complies with the Contract Documents.
  - 2. When "MAKE CORRECTIONS NOTED" is indicated, Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with the City's notations and the Contract Documents.
  - 3. Submittals returned with stamps as per Item 1 or 2 above shall be considered as acceptable submittals.
  - 4. When other notation is indicated, Contractor is advised that no work shall be fabricated, manufactured, or constructed. Contractor shall make a new submission in accordance with the procedures specified.
- B. Contractor shall make additional copies of the accepted submittals and shall within 3 calendar days from date of receipt distribute one copy to its subcontractors, vendors, or manufacturers as applicable. Copies shall be made from the accepted copy bearing the City's stamp of acceptance.
- C. Contractor shall be responsible for recording work completed in accordance with approved submittals on the Record Drawings in accordance with the requirements of Section 01 78 39, Project Record Drawings.

### 1.12 USE OF SUBMITTALS

- A. Work shall be fabricated, constructed, and furnished in accordance with the acceptable submittals. One copy of such acceptable submittals shall be kept at the job site.
- B. Contractor shall not use unacceptable submittals or submittal materials in the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 42 00**

#### REFERENCES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Applicable Publications
  - 2. Standard Specifications
  - 3. Reference Specifications, Codes, and Standards
  - 4. Abbreviations
  - Definitions
- B. Related Documents: Section 00 72 00 General Conditions, Paragraph 1.01, Definitions.
- C. Related Sections: Refer to individual Specification sections for definitions of terms, which may be used uniquely in the Work covered, by each section.

### 1.2 APPLICABLE PUBLICATIONS

A. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that whenever no date is specified only the latest specifications, standards, or requirements of the respective issuing agencies in effect on the date of the Contract Documents, except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

### 1.3 STANDARD SPECIFICATIONS AND PLANS

- A. Unless otherwise specified, reference in these Specifications to the "DPW Standard Specifications" or "Standard Specifications" shall mean the Standard Specifications of the Department of Public Works, Bureau of Engineering, revised November 2000, except that the provisions for measurement and payment shall not apply. References in Parts 2 through 10 of the Standard Specifications to Sections of Part 1 of the Standard Specifications shall be construed to mean references to the respective provisions of the General Conditions (refer to Section 00 72 00).
- B. Unless otherwise specified, reference in these Specifications to the "DPW Standard Plans" or "Standard Plans" shall mean the Standard Plans of the Department of Public Works, Bureau of Engineering, including latest revisions.
- C. Digital copies of the Standard Specifications and Plans may be obtained from DPW's Standard Specifications and Plans website at: <a href="http://www.sfpublicworks.org/">http://www.sfpublicworks.org/</a> (select "Services" then "Contractor Resources")
- D. Caltrans Standard Specifications (CTSS) is a reference specification written by the California Department of Transportation and shall be referenced in theses Specifications as "CTSS" or "CalTrans Standard Specifications."

# 1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Upon written request, the City Representative will furnish information as to how to obtain copies of the referenced standards.

- B. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall apply.
- C. The Standard Specifications is applicable only when referred to in these specifications. Only the specific sections referred to shall apply to this Contract.
- D. The standard referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in these Specifications.
- E. Maintain copies of the codes and reference standards with the Contract Documents at the job site at all times.

### 1.5 ABBREVIATIONS

A. Abbreviations: Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

AA Aluminum Association, Inc.

AAMA Architectural Aluminum Manufacturers' Association

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

ACWS Asphalt Concrete Wearing Surface

AFBMA Anti-Friction Bearing Manufacturers Association

AGA American Gas Association

AGMA American Gear Manufacturers' Association

AIA American Institute of Architects

AIEE American Institute of Electrical Engineers
AISC American Institute for Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction
AMCA Air Movement and Control Association
ANSI American National Standards Institute

APA American Plywood Association
API American Petroleum Institute
APWA American Public Works Association

AREA American Railway Engineering Association

ARI American Refrigeration Institute
ASA American Standards Association

ASAE American Society of Agricultural Engineers

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigerating and Air-Conditioning

Engineers, Inc.

ASLA American Society of Landscape Architects
ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials

AT&T American Telephone and Telegraph

AWG American Wire Gage

AWI Architectural Woodwork Institute
AWPA American Wood Preservers Association
AWPB American Wood Preservers Bureau

AWS American Welding Society
AWSS Auxiliary Water Supply System
AWWA American Water Works Association

BHMA Builders Hardware Manufacturers Association

BOA Bureau of Architecture, Department of Public Works
BOE Bureau of Engineering, Department of Public Works

BWPC Bureau of Water Pollution Control, Department of Public Works

Caltrans California Department of Transportation

Cal/OSHA California Occupational Safety and Health Administration

CBMA Certified Ballast Manufacturers Association

CCR California Code of Regulations

CDA The Copper Development Association, Inc.

CFR Code of Federal Regulations
CISPI Cast Iron Soil Pipe Institute

CMAA Crane Manufacturers Association of America CRSI Concrete Reinforcing Steel Institute, Inc.

CS Commercial Standards - U.S. Department of Commerce

CSI Construction Specifications Institute CTSS Caltrans Standard Specifications

CWP Clean Water Project

DOT United States Department of Transportation

DPW Department of Public Works - City and County of San Francisco

EIA Electronic Industries Association
EPA Environmental Protection Agency
FGNA Flat Glass Marketing Association
FHWA Federal Highway Administration

FM Factory Mutual FS Federal Specification
HI Hydraulic Institute

HMI Hoist Manufacturer's Institute

IAMPO International Association of Mechanical and Plumbing Officials

ICBO International Conference of Building Officials
ICEA Insulated Cable Engineers Association
IEEE Institute of Electrical and Electronic Engineers

IES Illuminating Engineering Society
ISA Instrument Society of America
ITE Institute of Traffic Engineers

JIC Joint Industry Conferences of Hydraulic Manufacturers MCAA Mechanical Contractors Association of America, Inc.

MLMA Metal Lath Manufacturers Association MMA Monorail Manufacturers Association

MTD Metro Transit District

NAAM National Association of Architectural Metal Manufacturers

NBFU National Board of Fire Underwriters
NBHA National Builders' Hardware Association
NECA National Electrical Contractors Association

NEC National Electric Code

NEMA National Electrical Manufacturers Association

NESC National Electrical Safety Code

NFC National Fire Code

NFPA National Fire Protection Association

NLMA National Lumber Manufacturers Association
NTMA National Terrazzo and Mosaic Association, Inc.
NWMA National Woodwork Manufacturers Association

OECI Overhead Electrical Crane Institute

OSHA Occupational Safety and Health Administration - U.S. Department of

Labor

PEI Porcelain Enamel Institute

PG&E Pacific Gas and Electric Company

PS Product Standards Section - U.S. Department of Commerce

RCM Registered Construction Management

RCP Reinforced Concrete Pipe RLM Standards Institute, Inc.

RMA Rubber Manufacturers Association, Inc.
SAE Society of Automotive Engineers
SCPI Structural Clay Products Institute

SDI Steel Door Institute

SEWPCP Southeast Water Pollution Control Plant SMACNA Sheet Metal and Air Conditioning Contractors

National Association, Inc.

SJI Steel Joist Institute

SSDPWSF Standard Specifications, Department Of Public Works, City & County Of

San Francisco

SSPC Steel Structures Painting Council
STLC Soluble Threshold Limit Concentration

TCA Tile Council of America

TEMA Tubular Exchanger Manufacturers' Association

TMA Tile Manufacturers Association
TTLC Total Threshold Limit Concentration

UBC Uniform Building Code
UL Underwriters Laboratories Inc.
UMC Uniform Mechanical Code
UPC Uniform Plumbing Code

VCP Vitrified Clay Pipe

WCLIB West Coast Lumber Inspection Bureau WIC Woodwork Institute of California

WWPA Western Wood Products Association

#### 1.6 DEFINITIONS

- A. As directed, As required, As permitted: Interpretation of Phrases Wherever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement, or permission of the City Representative or governmental regulatory agency having jurisdiction is intended. The words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in the judgment of the City Representative. Wherever the words "inspect," "approved," "acceptable," "satisfactory," or words of like import are used to describe a requirement, direction, review, or judgment of the City Representative as to the work, it is intended that such requirement, direction, review, or judgment will be solely to observe and evaluate, in general, the completed work for compliance with the requirements of the Contract Documents, unless otherwise specifically stated.
- B. Engineer, Architect, Landscape Architect, or City Representative: References in these Specifications to "Engineer, Architect, Landscape Architect, or City Representative" shall be deemed to mean the City Representative.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the City Representative, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- D. Remove and Dispose: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the City's property.

3/8/2018 01 42 00 - 4 References

- E. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- F. Remove and Salvage: Items indicated to be removed and salvaged remain the City's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to City's designated storage area.
- G. Work Site: The space available to Contractor for performance of construction activities, either exclusively of in conjunction with others performing other work as part of the Work. The extent of the Work site is shown on the Drawings and may or may not be identical with the geographical description of the site upon which the Work is to be constructed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

3/8/2018 01 42 00 - 5 References

### **SECTION 01 45 00**

#### QUALITY CONTROL

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Maintenance of quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Failure of Materials and Equipment Tested or Inspected:
  - 1. Previous acceptance may be withdrawn and material may be subject to removal and replacement with material meeting Specification requirements, at no cost to the City.
  - 2. The City may refuse consideration of further sample of same item for testing.

#### 1.2 CONTRACTOR'S QUALITY CONTROL SERVICES

A. Testing Services: Per General Conditions - 8.02 Tests and Inspections, all testing and inspection of the Work required by the Contract Documents shall be arranged and paid for by the Contractor unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction. The Contractor shall provide the services of a qualified independent testing laboratory(s) or agency(s) to control the quality of Work and materials to fulfill the requirements of the Contract. No separate payment will be made for quality control, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.

### 1.3 INSPECTION OF THE WORK AND SITE ACCESS

- A. The work shall be conducted under the general observation of the City and the City's consultants and shall be subject to inspection by representatives of the City and other government agencies having jurisdiction to assure compliance with all requirements of the Contract Documents and applicable codes and regulations.
- B. During the course of construction, inspections may be conducted by authorized representatives of the City, various inspectors at the site, or independent agencies designated by the City.
  - The presence of inspectors or independent agencies shall not relieve Contractor
    of the responsibility for the proper execution of the work in accordance with the
    requirements of the Contract Documents. Compliance is a duty of Contractor,
    and said duty shall not be avoided by any act or omission on the part of the
    inspectors.
- C. All products, materials, and equipment furnished by Contractor may be subject to inspection by the City both on-site and at the place of manufacture.
  - 1. Contractor shall at all times provide access to the work for representatives of the City and other agencies designated by the City wherever Contract work is in preparation, in progress or completed.
- D. Inspection items include, but are not limited to, construction quality, deficiencies, and corrections thereof; technical data on materials, tests, and laboratory analysis; contract change orders, claims, and other contract administration matters; and daily logs.

E. Contractor shall be responsible for calling Code Enforcement Agencies such as the Bureau of Building Inspection, San Francisco Fire Department, Department of Public Health, etc.

### 1.4 MANUFACTURER'S FIELD SERVICES

- A. When specified in the respective Specification Sections, require manufacturer or supplier to have qualified representative(s) perform on-site observations and make recommendations.
  - 1. Observe field conditions, including conditions of surfaces and installation.
  - 2. Observe quality of workmanship.
  - 3. Furnish recommendations to assure acceptable installation and workmanship.
  - 4. Where required, start, test, and adjust equipment as applicable.
  - 5. Where required, certify that work is installed, adjusted, tested, and satisfactorily performs In accordance with the requirements of the Contract Documents.
- Representative shall submit written report to City listing observations and recommendations.

### 1.5 TESTING AGENCY SERVICES

- A. Testing Agency: An independent commercial testing organization contracted by the City, or the City's own testing laboratory employed and paid by the City, will perform tests and inspections required by various Specification Sections and by applicable building codes or other regulations of public agencies having jurisdiction.
  - 1. City employment of Testing Agency shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
  - 2. City provided testing shall be limited to Project-specific testing and shall not include general tests or approvals of materials, equipment, or systems.
- B. Testing Agency will furnish sufficient personnel to perform testing and inspection in a reasonable manner so the Contractor is not caused undue delays and expense.
- C. Testing Agency services will be performed in accordance with requirements of governing authorities and with specified standards.
- D. Reports will be submitted to the City and Contractor giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
  - 1. Where required, Testing Agency will submit copy of test results directly to enforcing agency.
  - When test or inspection reveals nonconformance with Contract Documents, Testing Agency will orally notify City and Contractor immediately and subsequently by written report.
- E. Re-inspection and Re-testing: Where inspections or tests prove that Work is unsatisfactory or not in compliance with Contract Documents, Contractor shall be responsible for reimbursing City for costs for further inspection and re-testing.
  - 1. Re-testing and inspections of Work revised or replaced by Contractor shall be paid by Contractor where tests were performed on original Work.
  - Contractor shall repair and replace at no cost to the City damage to Work made necessary by re-testing in accordance with the requirements of the Contract Documents.
  - 3. Contractor shall reimburse City for City's inspection or Testing Agency fees for travel and per diem expenses, when shops or plants of fabrication are located more than 50 miles from Project site.

- 4. If City has reasonable doubt that materials comply with specified requirements, additional inspections or tests will be required as directed by City.
  - a. If additional inspections or tests establish that materials comply with specified requirements, costs for such tests will be paid by City.
  - b. If additional inspections or tests establish that materials do not comply with specified requirements, costs for such tests shall be paid by Contractor.
- F. Testing Agency is not authorized to:
  - 1. Release, revoke, alter, or enlarge requirements of Contract Documents.
  - 2. Accept any portion of Work.
  - 3. Stop Work, except as may be required to perform testing or inspection operations.
- G. Contractor's Responsibilities:
  - 1. Cooperate with Testing Agency personnel.
  - 2. Provide access to the Work.
  - 3. Obtain and handle samples of materials and equipment.
  - 4. Furnish storage and assistance as requested.
  - 5. Facilitate inspections and tests.
  - 6. Notify City Testing Agency, and special inspectors in writing a minimum of 48 hours, excluding weekends and holidays, nor more than 72 hours prior to expected time for operations requiring testing or inspection services.
  - 7. Schedule Work to be tested or inspected to allow tests to be performed within reasonable time period.
  - 8. Where required, deliver samples to Testing Agency.
  - 9. When a specified test or inspection is not performed due to Contractor's failure to notify the City as specified or when material or workmanship is not ready at the time specified, the City will establish remedial Work and Contractor shall bear cost of remedy.
  - 10. Take steps necessary to ensure no portion of the Work requiring testing or inspection is covered prior to written acceptance by authorized parties.
  - 11. Ensure that no testing or inspection is scheduled until such times as they are assured that all approvals for the work have been received. This includes welder's certifications, submittals, design/build engineering stamp, and certification.
- H. Completed Work: Should the City require tests and inspections for completed work that has not been tested or inspected, furnish necessary facilities, labor, and material to uncover or remove Work in question to extent necessary. Contractor shall reconstruct the work after the test or inspection in accordance with the requirements of the Contract Documents.
  - 1. The cost of reconstructing non-conforming work or defective materials shall be at Contractor's expense.

# 1.6 REQUIREMENTS OF TESTS

- A. Review Specifications Sections for additional requirements for testing and inspection.
- B. Tests referenced shall not be a limitation on City's rights for testing and inspection to verify conformance with Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### **SECTION 01 50 00**

#### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- Provide and maintain construction facilities and temporary controls as required to perform the Work; relocate as required by the progress of the Work.
- 2. Unless otherwise required by the City, materials for construction facilities and temporary controls may be new or used, and shall be suitable for the purposes intended.
- 3. Materials, installation and maintenance of construction facilities and temporary controls shall be in compliance with applicable regulatory requirements.
- 4. Maintain construction facilities in sound, neat and clean condition. Remove any graffiti and repair any vandalism to the satisfaction of the City.
- 5. Remove construction facilities and controls, including associated utilities and equipment, when their use is no longer required.

### B. Related Sections:

- 1. Section 01 71 33 Protection of Adjacent Construction.
- Section 01 77 00 Closeout Procedures.

### 1.2 OPERATION HOURS FOR TEMPORARY CONTROLS

A. Provide and maintain temporary pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and all required safety devices at all times. Such items shall be made available for immediate use when Contractor's operations impact existing systems.

## 1.3 TEMPORARY ELECTRICITY

A. Provide and pay for electrical service and weatherproof, grounded distribution system of sufficient size, capacity, and power characteristics during the construction period. Existing on-site City electrical facilities are not available for contractor's use.

#### 1.4 TEMPORARY LIGHTING

A. Provide and maintain lighting for construction operations, including power to distribution boxes. Required illumination may be provided by approved cord sets with lamp guards. Provide and maintain temporary lighting whenever new permanent lighting fixtures are switched over from existing lighting.

# 1.5 TELEPHONE SERVICE

A. The Contractor shall provide, maintain and pay for telephone service to Contractor's field office from the time of project mobilization.

## 1.6 TEMPORARY WATER SERVICE

- A. Potable Water: Arrange with the San Francisco Water Department to provide potable water obtained by connecting to City water systems.
  - 1. Contact the Water Department at 923-2400 for arranging such water service.

- 2. Water is available from fire hydrants located in the streets. Obtain permission from the San Francisco Fire Department to use hydrants.
- 3. Pay the costs of connection fees, meters, and all water furnished by the San Francisco Water Department under the water service account established above.
- B. The Contractor is advised that Ordinance # 175-91, Article 21, Section 1100 to 1107 of the San Francisco Municipal Code (Public Works Code), restricts the use of potable water for soil compaction or dust control activities, to the extent not directly in conflict with any applicable federal, state and local law.
  - In consideration for potential health concerns, an exemption may be allowed for the use of potable water for soil compaction or dust control activities when human contact and exposure exists. Such exemption will be considered and may be granted on a case by case basis.
  - 2. Should the Contractor seek to use potable water for soil compaction or dust control activities, the Contractor, shall apply for, and obtain an exemption pursuant to Ordinance #175-91, Article 21, prior to its use. The application for such use of potable water is to be sent to the Department of Public Health, Environmental Health Section, 1390 Market St., Room 910, San Francisco, CA 94102, Telephone 415-252-3945. Permission for such use may be granted by the General Manager of the Water Department, pursuant to Ordinance #175-91, Article 21.
- C. Reclaimed Water: Arrange with the SEWPCP to provide reclaimed water for soil compaction and dust control which is available at no cost to Contractor at the SEWPCP from 8:00 A.M. to 5:00 P.M. on weekdays and Saturdays.
  - 1. Arrangements can be made for access to reclaimed water at other times.
  - 2. A permit is required to obtain reclaimed water from the City. Contact <a href="mailto:mfisher@sfwater.org">mfisher@sfwater.org</a> and/or (415) 695-7378 at least three (3) days prior to the date that reclaimed water is required. See <a href="http://sfwater.org/index.aspx?page=953">http://sfwater.org/index.aspx?page=953</a> for more information.
- D. The Contractor shall be required to provide his own water tanker and hoses. Contractor's hoses crossing traveled roadways shall be buried beneath the roadway or ramped over.
- E. Provide and maintain distribution piping, water tankers, hoses, and all appurtenances necessary to supply water at the job site.
  - 1. Bury pipe crossing traveled roadways beneath the roadway. Use hose or ramp over temporary piping on roadway surfaces.

### 1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required toilet facilities and enclosures. Location of facilities shall be approved by the City Representative in the field.
- B. The Contractor shall be responsible to provide and maintain all construction facilities, temporary controls, and temporary utilities as required to perform the work of this Contract. The Contractor shall arrange with the utility agencies to provide and pay for such utility services required, including furnishing, installing and removing on completion of all work all temporary connections to said utilities.
- C. The Contractor shall provide and maintain temporary toilet facilities and enclosures as required at no cost to the City.

### 1.8 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall furnish and install a temporary 6'-0" chain link construction fence with lockable gates at the limit of work and at areas to isolate and protect the public from hazardous conditions during construction.
- B. Provide fencing as needed to prevent unsafe entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Protect vehicular traffic, stored materials, site and structures from damage.

### 1.9 TEMPORARY ENCLOSURES

- A. Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

### 1.10 MAINTENANCE OF THE WORK AREA

- A. Maintain the work areas in a safe condition, remove all accumulations of rubbish (Contractor's waste and public refuse) and surplus materials at the end of each working day, restore them to a condition equal to that which existed prior to the start of work, and leave them at completion of the contract in a clean, orderly fashion.
- B. Demolished concrete, deteriorated masonry, cleared vegetation, and excavated material not indicated for reuse shall be removed from the site at the end of each working day without delay and disposed of in a legal manner.
- C. Cleaning During Construction: Control accumulation of waste materials and rubbish; collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
  - 1. Clean interior spaces prior to the start of finish work; maintain areas free of dust and other contaminants during finishing operations.
  - 2. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material off-site in a lawful manner.
  - 3. Maintain the site and all adjacent public areas in a clean and orderly condition.

    Maintain the site, equipment, fences and signs free of graffiti. Remove all graffiti daily using methods which cause no damage to the work or existing facilities.
  - 4. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis.

### 1.11 DRAINAGE CONTROL

- A. Grade site to drain. Maintain excavations free of standing water.
- Provide, operate, and maintain pumping equipment as needed to control water at the site.

C. Protect site from erosion caused by flowing water.

### 1.12 CONFINED SPACE ENTRY

A. It is the responsibility of the Contractor to provide all equipment or assistance to make the confined space safe for entry by the Engineer or his representative per The California Administration Code, Title 8, and General Industry Safety Orders Entitled "Confined Spaces".

### 1.13 TEMPORARY PROJECT SIGN

- A. Project sign image and layout shall conform to the graphical layout and color approved by the City. Refer to the draft project sign appended to this Section 01 50 00 for sample layout and image.
- B. The Contractor shall install **1 project sign** as directed by the City Representative.
- C. Project signs shall not obstruct or interfere with the operation of all traffic control devices.
- D. The Contractor shall obtain the City Representative's approval of the proposed locations, height, and mounting details for each project sign. The project signs may be mounted on construction fence, face of wall, or on posts.
- E. Project Sign Fabrication:
  - 1. Size: Project sign shall be 4-feet by 6-feet.
  - 2. Digital File: Project sign shall match the final graphical layout provided by the City, including the colors and fonts. For more information, refer to the latest Sign Guidelines available from the following website: <a href="http://onesanfrancisco.org/">http://onesanfrancisco.org/</a> (Click on "Staff Resources > Signage and Style Guide")
    - a. The design of the Contractor furnished project signs shall be in strict accordance with the 'ONESF' Guidelines established by the City.
  - 3. Mounting Material: Project sign shall be mounted on Medium Density Overlay board (MDO), at least 3/4-inch thick.
  - 4. Printing: Project sign shall be printed on a 4-color CMYK printer.
  - 5. Coating: Use UV and Anti-Graffiti coatings.
  - 6. Quality: Project sign shall last the entire construction duration.
- F. Contractor shall submit a mock-up of the project sign in color, on bond paper, 11x17 size, to the City Representative for approval prior to fabrication.
- G. After approval of the mock-up sign by the City, the Contractor shall install the required project sign(s) within 14 days, or as directed by the City Representative.
- H. The Contractor shall maintain project sign(s) in good condition for the duration of the contract.
- After substantial completion, Contractor shall remove each project sign from the site as
  its property, and restore area per plans or as directed by the City Representative at no
  additional cost to the City.

J. Damaged project sign that cannot be repaired on site shall be replaced at no additional cost to the City.

### 1.14 TEMPORARY TOW AWAY/NO-PARKING SIGNAGE

- A. On January 1, 2017, temporary occupancy permits and all other permits that include tow-away signage, aside from excavation permits activated through 311, will not be activated and permittees will not have tow away rights unless and until time and date stamped photos evidencing that signage was posted in the correct location a minimum of 72 hours prior to the time at which the parking restrictions are to become effective under the permit have been uploaded to the San Francisco Public Works, Bureau of Street Use and Mapping (SFPW/BSM) Tow-Away Sign Database. See Appendix B Tow-Away Sign Activation and Photo Upload Process.
- B. The Contractor is advised that Sign Ordinance PWC Article 15, Section 724 which will require the applicant (Contractor) to input the amount of right of way they will occupy during construction activities for a specific permit, to be issued by SFPW/BSM for all work in the Public Right-of-Way. The Contractor shall enter times of operation during construction with the proposed start and end times and specific calendar days. This information will be printed on the tow-away signs. Refer to Tow Away Manual at <a href="http://www.sfpublicworks.org/sites/default/files/4506-Tow-Away%20User%20Guide.pdf">http://www.sfpublicworks.org/sites/default/files/4506-Tow-Away%20User%20Guide.pdf</a>.
  - The location of the Construction Zone will be entered as part of the excavation permit, which will include the length of occupancy (distance in linear feet). This information and date. Once a permit has been approved, the applicant is informed off the approval via email and will be provided a hyperlink to create/modify the tow/away signs prior to printing.
  - 2. The information required at time of permit will update the database and will validate that the total linear footage of construction occupancy does not exceed 1,200 linear feet. Upon completion of any adjustment to the tow-away signs, the applicant can determine which street segment to print out and may choose to either print one of two general tow-away sign template or request the Department of Public Works to print the tow-away signs. The Contractor shall pay for the printing of each sign.
  - 3. Size: Tow-Away/No-Parking Signs shall be 11' wide x 17' tall.
  - 4. Digital File: Project sign shall match the final graphical layout provided by the City, including the colors and fonts. The design of the Contractor furnished project signs shall be in strict accordance with the DPW Order for Towaway Signs located at: <a href="http://sfpublicworks.org/sites/default/files/4508-TowAway-2015-Template.pdf">http://sfpublicworks.org/sites/default/files/4508-TowAway-2015-Template.pdf</a>.
    - a. Contract shall use only paper types which shall be waterproof durable; tear resistant' with laser paper labels type and templates: 11 x 17 10 PT CV, 215 grams/m<sub>2</sub>2
  - 5. Printing: Project sign can be printed on a Xerox Phaser 7800, or equivalent that can print 11x17 120-130 lb paper. All Tow-Away/No-Parking Signs shall be secured and paid for by the Contractor.
  - 6. The Contractor shall maintain Tow-Away/No-Parking Sign (s) in good condition as needed throughout the duration of the Contract.

- 7. After substantial completion, Contractor shall remove each Tow-Away/No-Parking Sign from the site as its property.
- 8. Damaged Tow-Away/No-Parking Sign that cannot be repaired on site shall be replaced at no additional cost to the City.

### 1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, construction equipment, temporary structures and facilities, unused materials, rubbish and debris prior to Final Inspection. Restore facilities to conditions prior to construction, to the satisfaction of the City.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Remove field offices and temporary utility services from the Site.

### 1.16 STORAGE AND STOCKPILING

- A. The Contractor shall make its own arrangements for off-site storage or shop areas and off-site construction parking facilities. On-site storage shall be limited to materials and equipment currently being installed or utilized.
- B. If necessary, the Contractor shall arrange for temporary off-site storage of equipment and materials at his discretion. No additional compensation shall be provided from the City.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 







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# [ PROJECT TITLE ]

Contract No. XXXXA ]

FUNDED BY [NAME OF PROGRAM]

**BEGINS: [MONTH / YEAR]** 

CONTACT:

San Francisco Public Works 415-XXX-XXXX

email address

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COMPLETION: [MONTH / YEAR]

[Contractor's Name]

A PROJECT OF THE CITY'S TEN-YEAR CAPITAL PLAN There is only one San Francisco and we're taking care of it.



This project is









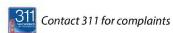
Beginning on January 1, 2017, temporary occupancy permits and all other permits that include tow-away signage, aside from excavation permits activated through 311, will not be activated and permittees will not have tow-away rights unless and until time and date stamped photos evidencing that signage was posted in the correct location a minimum of 72-hours prior to the time at which the parking restrictions are to become effective under the permit have been uploaded to the Bureau of Street-Use and Mapping Tow-Away Sign Database.



### San Francisco Public Works

1155 Market Street, 3rd Floor San Francisco CA, 94103 Phone: (415) 554-5810 Fax: (415) 554-6161

Processing Hours: 7:30 AM-4:00 PM Monday through Friday, except official holidays



# Tow-Away Sign **Activation and Photo Upload Process**





www.sfpublicworks.org

# **Public Works Tow-Away Sign Activation and Photo Upload Process**



### **PERMITS AFFECTED:**

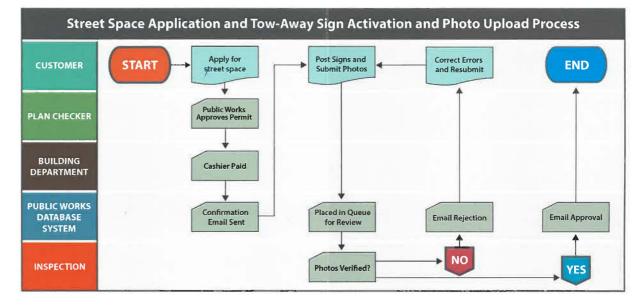
The tow-away sign activation and photo upload process change is applicable to all temporary occupancy permits and all other permits that include tow-away signage.

Excavation permits activated through 311 will not be impacted.

# ACTIVATION AND PHOTO UPLOAD PROCESS:

- **STEP 1:** Request a street space permit from Public Works.
- STEP 2: Once permit is approved a link for tow-away signs will be provided via email along with a link to the Bureau of Street-Use and Mapping tow-away sign database.
- STEP 3: Print signs and post them at the permitted location every 20 feet no less than 72 hours in advance of the time the parking restrictions are to become effective.
- **STEP 4:** Click on the link provided in the confirmation email and take photos showing the placement of the signs.
- STEP 5: Click submit and the photos will be submitted to Bureau of Street-Use and Mapping for review.
- **STEP 6:** A confirmation email will be sent stating the photos were accepted, the permit is active, and tow-away rights are reserved.

**NOTE:** If photos are inadequate, you will receive a rejection email identifying the deficiencies to be corrected.



### **PHOTO REQUIREMENT 1:**

A scene-setting photo clearly showing the signs are posted in the permitted location every 20 feet.



### **PHOTO REQUIREMENT 2:**

A close-up photo of a tow-away sign that enables essential information on the sign to be confirmed.



### **SECTION 01 52 13**

### FIELD OFFICES AND SHEDS

### PART 1 – GENERAL

### 1.1 SUMMARY

A. This Section includes general field office requirements, temporary facilities, the City Representative's field office, and office services, supplies and equipment.

### 1.2 RELATED SECTIONS

- A. Section 01 31 13 Project Coordination.
- B. Section 01 31 19 Project Meetings.
- C. Section 01 50 00 Temporary Facilities and Controls.
- D. Section 01 77 00 Closeout Procedures.

### 1.3 GENERAL FIELD OFFICE REQUIREMENTS

- A. The Contractor shall provide and maintain its own field offices, equipment and services specified herein at the site during the entire period of construction.
- B. The Contractor shall provide sewer and water connections as approved by the City, and arrange and pay for all necessary water and telephone services in connection with the City Representative's field office specified herein, for the duration of the Work.
- C. The Contractor is responsible for paying utilities and services required for the Contractor's own construction facilities in accordance with Section 01 50 00 –Temporary Facilities and Controls.
- D. Materials, installation and maintenance of field offices shall comply with all applicable regulatory requirements.
- E. The Contractor shall remove field offices and temporary construction facilities from the site prior to Final Payment. The Contractor shall restore the site occupied by said field offices to the original condition.

### 1.4 CONTRACTOR CONSTRUCTION FACILITIES

- A. The Contractor shall provide and maintain temporary offices and storage sheds, including all utilities and maintenance services, as required for proper execution of the Work.
- B. Such construction facilities shall be located in close proximity to the Work subject to acceptance by the City.
- C. Layout plans for temporary construction facilities shall be based on other subsidiary plans, such as approved safety plan, hazardous materials management plan, site drainage plan, security and theft prevention, the Construction Schedule and other elements of the Contractor's project execution plan.

### 1.5 CITY REPRESENTATIVE'S FIELD OFFICE

- A. The Contractor shall provide, maintain and subsequently remove as its propertyas herein specified, for the free and exclusive use of the City Representative and his representatives.
- B. The field office, equipped as specified, shall be available at the site for the City Representative's use prior to the start of any Work at the site under this Contract. The field office shall be located where directed and relocated when necessary. The Contractor shall secure the required permit(s) to provide street space for City Representative's field office if the site cannot accommodate space. The field office shall be secured with keyed cylinder–type locks. The Contractor shall maintain the field office and its appurtenances in good repair and acceptable appearance, and provide once every two weeks cleaning service and constant maintenance and replenishment, as applicable, of paper towels, paper cups, soap, toilet paper, bottled water service with hot and cold water faucets, telephone service, electric lighting and electric heating.
- C. The Contractor is responsible for the safety of engineering instruments and equipment belonging to the City and stored in the field office, and shall provide steel locker space for such storage.
- D. Standard type field offices shall be trailer type mobile structures with the following features:
  - Seismic tie down & level
  - 2. All metal frame.
  - 3. All metal exterior, sides and roof.
  - 4. Security bars on all windows.
  - 5. Cylinder lock on door, with two (2) keys. All doors to have protective steel bars with padlocking hinges.
  - 6. Toilet and wash basin in separate compartment in office.
  - 7. Insulated double walls, floor and roof.
  - 8. Self contained, built–in electric heater with fan that may be used for cooling.
  - 9. Fluorescent ceiling lights.
  - 10. 110-volt electric wall plugs.
  - 11. Minimum interior height 7 feet.
  - 12. Minimum interior width 7 feet.
  - 13. Railed stairway to entrance door.
  - 14. ADA-compliant railed ramp to office door.
  - 15. Fire Extinguisher
  - 16. Sign on office reading:

Resident Engineer San Francisco Public Works {Name of Contract} Contract No. {Contract No.}

and shall have the features, and contain the equipment and facilities hereinafter indicated.

Feature	
Minimum Interior Length	30 feet
Doors to the outside, with stairs and rails both	2
sides	
Windows installed with mini blinds	4

Feature	
	1
Bottled water service with hot and cold faucets	<u> </u>
Wash basin with plumbed hot and cold water;	1
plumbed toilet; all plumbing fixtures in a separate	
compartment	4
Paper towel dispenser with towels	1
Paper cup dispenser with cups	1
Desks - 30" x 60"	2
Upholstered Swivel Chairs on casters	2
Upholstered Straight Chairs	2
6' long, 3' wide folding table (for meetings)	1
Folding chairs for meetings	6
Drafting table 3' x 6'	1
Drafting stool	1
4-drawer steel file case with lock and key	2
Plan rack and plan hangers	1
Metal Bookcases 4' wide, 4' tall, 12" deep	2
Waste paper basket	3
Clothes hangers rack on wheels	1
First aid kit	1
Laser printer shall be dry copying type using bond	1
paper - scanner and fax capable; able to copy 81/2 x	
11 and 11 x 17 size paper at 45 page per minute	
(ppm); features to include auto doc feeder, duplex	
copying/printing, collate, staple, hole punch and	
sort options. Servicing of the printer to be	
included.	
Cellphones and monthly service	2
High Speed DSL Internet Service, 50 Mbps	<u></u>
minimum and wireless router, exclusive to RE	
trailer.	
1 7 7 7	

E. The Contractor shall furnish paper for the photocopier as requested by the City Representative.

### 1.6 PROPERTY PROTECTION

- A. All City equipment in the City Representative's field office will be included in the Contractor's insurance coverage for theft, fire or vandalism.
- B. The City will furnish a list of all City–owned equipment to be insured. The list will include make, model and serial number, if any, within 90 days after the start of this Contract or after being placed in use at the site.
  - 1. All Contractor–furnished equipment, which requires maintenance, repair or is out of service for longer than 24 hours, will be replaced with a temporary equal substitute.
  - 2. The Contractor shall replace in kind within 14 calendar days of written notice, City–furnished or Contractor–furnished property, which was lost through theft, fire or destruction.

### 1.7 LIQUIDATED DAMAGES

A. Failure to provide Field Office per spec within 14 calendar days from Notice to Proceed will result in an assessment of two hundred fifty dollars (\$250.00) per calendar day.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

### **SECTION 01 56 39**

### TEMPORARY TREE AND PLANT PROTECTION

### PART 1 - GENERAL

### 1.1 DESCRIPTION

- A. This section includes the requirements for the protection of existing trees and shrubs, including entire structure of plant material above and below ground impacted by all demolition and construction work under this contract.
- B. Contractor is prohibited from stockpiling any excavation or construction materials within the canopy of trees, on lawn areas or near shrubs.
- C. Contractor shall immediately clean and remove any construction residue that falls within the canopy of a tree or near shrubs.

### 1.2 RELATED SECTIONS

- A. Section 01 11 00 Summary of Work.
- B. Section 01 71 33 Protection of Adjacent Construction

### 1.3 JOB CONDITIONS

- A. Pre-construction Meeting:
  - Prior to commencement of work, the Contractor shall arrange a meeting on the site with the City Representative, General Contractor, and such others as the City Representative shall direct to review the proposed schedule, the "Trees of Concern", the tree and landscape protection, submittals for this Section, the coordination with work of other trades, and the selective thinning and clearing requirements.
  - 2. Adjustments to the type and extent of the protection shall be addressed at the time of the meeting.
  - 3. Contractor shall coordinate the meeting and inform all parties in writing (5) business days in advance of the scheduled meeting.
- B. Environmental Requirements: Perform work only during suitable weather conditions. Do not disc, rototill, or work soil when frozen, excessively wet, or in otherwise unsatisfactory condition.
- C. Sequencing and Scheduling: Adjust, relate together, and otherwise coordinate work of this Section with work of Project and all other Sections of Project Specifications.

### 1.4 QUALITY ASSURANCE

- A. Contractor shall employ a certified Arborist who is a member of the American Society of Consulting Arborists, Inc. (ASCA). The name and qualifications of the Arborist shall be submitted for approval by the City Representative.
  - 1. Arboricultural work including tree removal, pruning and care for trees to remain shall be performed by personnel familiar with arboricultural work, under the supervision of an experienced professional Arborist and foreman at all times.
  - 2. Work in this Section shall be by a firm which has successfully completed landscape work similar in quality and extent to that indicated for this project for a

period of not less than five (5) years. Supervisory personnel with experience on projects of similar size and extent shall supervise the work.

### 1.5 APPROVAL OF TRENCHING AND EXCAVATION

- A. The contractor shall obtain written approval from the City Representative and a certified Arborist prior to start of excavation work within the drip line of trees. A Certified Arborist shall be retained as needed to provide written direction at the Contractor's expense.
- B. The Contractor is prohibited from using equipment for trench and excavation work within the tree drip line or where root intrusion exists on asphalt pathways to be reconstructed.
- C. In the event pruning is required for roots greater than 2" in diameter the Contractor shall receive written direction from the City Representative in coordination with Arborist prior to continuation of work.

### 1.6 NON-APPROVED TRENCHING

- A. In the event trenching or excavation is performed by the Contractor without the approval or not as shown on the Contract Drawings; the Contractor shall be subject to a fine equal to one half (½) day liquidated damages for every 50-feet.
- B. The only exception to paragraph 1.07A above is for trenching to a maximum of 3-feet as measured horizontally without approval at any particular location for the placement of pipe fittings and guick couplers outside the drip line of any tree.

### 1.7 DAMAGE TO TREES AND PAYMENT FOR DAMAGE

- A. If the Contractor should cause minor damage as defined by nicked tree trunks, limbs and branches or broken branches to trees or shrubs during the course of construction, the Contractor shall pay the following penalties at the beginning of each billing period:
  - 1. The Contractor will be penalized the sum of One Hundred dollars (\$100) for the first incident which causes minor damage to trees or shrubs.
  - 2. The Contractor will be penalized the sum of Two Hundred dollars (\$200) for the second incident which causes minor damage to trees or shrubs.
  - 3. The Contractor will be penalized the sum of Five Hundred dollars (\$500) for the third and subsequent incidents which cause minor damage to trees or shrubs.
- B. The Contractor shall replace any trees or shrubs that suffer more serious damage, including damage to roots 2-inches in diameter or larger, during construction at no additional cost to the City. The City Representative shall determine the value of such replacement trees or shrubs. In addition to the Contractor's restoration approved by the City Representative, the Contractor will be assessed damages for the difference in the dollar value of the damaged tree or other plant material, and the dollar value of the replacement.
  - The dollar value will be determined by the City Representative from the "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers, current edition. Damages assessed will be deducted from moneys due or that may become due to the Contractor.
- C. The Contractor shall in addition be liable for the cost to the City for removing the damaged tree(s). This cost will cover 1.5 times the hourly wage of all person(s) at the site for the required hours to remove the tree(s) and haul offsite as directed by the City Representative.

### 1.8 EXCAVATION WORK UNDER LOW HANGING BRANCHES

- A. In areas where trenching is required under low hanging tree branches (8 to 12-feet off the ground), the Contractor shall operate equipment to a maximum height of 10-feet to avoid contact and possible damage to the tree branches.
- B. In bidding the work, the Bid Items which include piping and conduit trenching work shall include the use of machinery that will not extend above 10-feet vertically for 5% of the linear trenching performed.

### 1.9 MANUAL EXCAVATION

A. In areas where tree branches hang below 12-feet over the area to be excavated, adjacent to elderly trees or as directed by the City Representative, the Contractor shall manually excavate the trench. No machinery shall be used in the areas so designated for manual excavation.

### 1.10 DAMAGE TO LAWNS, PLANTED AREAS, AND EXISTING IRRIGATION SYSTEMS

A. Refer to the DPW Standard Specifications, Section 1009 – Restoration of Existing Lawn and Other Planting.

### 1.11 EXCAVATION FOR CONCRETE PATHWAYS

- A. The Contractor's vehicles and equipment shall not be driven off-road except along designated routes as far away as practical from tree root zones.
- B. Vehicles and equipment shall be operated in such a manner as to avoid damage to tree and bush trunks, leaves and branches.

# 1.12 ASPHALT PAVING AND TRENCHING AND INSTALLATION OF UNDERGROUND UTILITIES NEAR TREE ROOTS

- A. The Contractor shall place all piping 3 ½-inches and smaller and all conduits a minimum of 18-inch below the existing finished grade. New conduits shall be located at least 25-feet away from all tree trunks, 20-feet away from all buildings, 10-feet away from any pathway lighting, and 5 feet away from and parallel to any asphalt or concrete paths.
- B. The Contractor shall place all piping 4-inches and larger a minimum of 3-feet below the existing finished grade except when approved by the City Representative to clear root systems. In no case shall the 4-inch and larger pipe placed less than 2-feet below the finished grade. Refer to the drawings for additional information when pipes cross over or under other pipes or conduit.
- C. The Contractor shall not cut any tree roots over 2-inch in diameter unless an approved arborist is consulted. The Contractor shall bend and/or transition underground conduit and piping so that the conduit or piping will thread between tree roots. This 2-inch diameter tree root guideline is dependent of the species of tree or bush. Various trees and bushes have a more fibrous root system, consequently, severing a large number of these roots can be as detrimental to certain species of trees as severing a fewer number of larger tree roots.
- D. When possible, trenches shall not be run of the side of the tree exposed to prevailing winds as roots are primarily anchored on the windward side. Trenches shall not be cut across more than on quadrant of the tree root zone.
- E. Excavated material (fill and overlay) shall not be deposited under the leaf/needle canopy of established trees. The excavated material shall be placed in piles along one side of a paved

- surface. In no case shall the Contractor place the excavated material closer than 6-feet from the base of a tree.
- F. The Contractor shall be responsible for identifying all underground lighting, electrical control, and irrigation utilities within the project site area. The Department of Parks and Recreation is not a party to or a participant in the Underground Service Alert (USA). Rec/Park will not be providing any field marking service, protecting, and warning the Contractor of the underground facilities. As-built drawings and reference drawings of Rec/Park facilities are not available. As part of the contract work, the Contractor shall be required to locate, probe, determine, and flag or mark all underground facilities including, but not limited to, metal and plastic conduits and pipelines, sprinkler heads, quick couplers, valves boxes, controller boxes, pull boxes, prior to excavation.
- G. The Contractor shall replace all affected areas with new sod grass, decomposed granite, new concrete, or asphalt paving within 10 calendar days after beginning trench excavation. All trenches in pathways and planting areas shall be temporarily covered for immediate use. The Contractor shall not accumulate affected areas for group planting of sod or group paving of trench.
- H. The Contractor shall locate quick couplers and lateral lines. The Contractor shall cap tees as shown on the drawings unless located in the field directly under the tree drip line. In these cases, obtain the City Representatives approval for relocating the fitting(s).

### PART 2 - PRODUCTS

### 2.1 TEMPORARY PROTECTION OF EXISTING TREES AND LANDSCAPE PLANTING

- A. Tree Protection fencing shall be composed of 6' tall chain link fence and posts, refer to drawings for additional information.
- B. Temporary materials, new or used, that are adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable Laws and Regulations, and shall be approved by the City Representative.
- C. Protection bedding mulch: Recycled wood chips to conform to the following:
  - 1. Mulch pieces should typically be heavy toothpick-like, 2-inch dimension.

### PART 3 - EXECUTION

### 3.1 GENERAL

- A. Provide protection for existing landscape planting to remain including, but not limited to, trees, shrubs, and ground cover.
- B. Contractor shall provide Temporary Protection suitable for the protection of the landscape planting immediately adjacent to the construction limit of work line, and as directed by the City Representative.
- C. The Contractor shall coordinate all other trades and work.
- D. All trees to be retained shall be enclosed by fencing on the work side when Tree Protection Zone is located inside, adjacent to, or within 10 feet of the limit of work, prior to demolition, grubbing, or grading.

- E. Trees to be retained shall be pruned for clearance as required under supervision of a certified Arborist.
- F. Temporary Protection shall be kept in place for the duration of the Project, maintained during construction, and temporarily relocated as required by the progress of the construction at no additional cost to the City.

### 3.2 PREPARATION

- A. Stake the location of Temporary Protection barriers and fencing as noted above for the approval of the City Representative prior to installation of Temporary Protection fencing. Place location stakes at corners and ends and 30 feet on center maximum.
- B. Notify the City Representative at least two weeks in advance of the date for on-site review of the staking.
- C. Place six inches (6") of organic mulch over existing grade within Temporary Protection fencing for existing trees to remain.

### 3.3 INSTALLATION

- A. Install Temporary Protection for tree and landscape planting, as specified herein and as approved in the field by the City Representative and Landscape Architect. Install all other Temporary Protection in locations approved in the field by the City Representative and Landscape Architect.
  - Install posts at 10-foot intervals maximum, at corners, and at other changes in direction. Posts shall be set firmly in undisturbed soil, plumb and with a minimum of exposed height as specified. Securely attach fencing at a minimum of three points.
  - 2. On pavement, provide self-supporting chain link fencing that does not require anchorage into the pavement.
  - 3. Install hay bales or rolls of erosion control wattling, secured around trunk to a height of 6 feet.
- B. Fencing to be relocated closer to trees to remain to accommodate the sequence of construction shall be reviewed by the City Representative and Arborist prior to relocation. No removals or construction shall occur without the City Representative's and Arborist's approval of the new fence location.
- C. Completely remove Temporary Protection, including foundations, associate materials and equipment at the completion of the Project or as directed by the City Representative.
- Restore and recondition areas of site damaged or disturbed by barrier installation and removal.

### 3.4 PROHIBITED ACTIVITIES:

- A. The following are activities prohibited under existing tree canopies and within protected landscape planting areas:
  - Excavating or trenching under tree canopies is prohibited and shall be permitted only under the following conditions:
  - When excavating or trenching within the canopy of trees to remain, the Owner shall be given 48 hours notice. Exercise extreme care during excavation to prevent damage to roots and in a manner that will cause minimum damage to the root system. Such work shall not occur without a professional arborist to perform compensatory root and branch pruning.

- 3. Prune injured roots cleanly. Backfill as soon as possible.
- 4. Where tunneling around roots is not practical, roots shall be cut off approximately six inches (6") from construction.
- 5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or exposed roots shall be packed with wet peat moss or four (4) layers of wet untreated burlap and temporarily supported and protected from damage until permanently covered with backfill.
- 6. Thinning shall not remove more than thirty percent (30%) of the existing leaf surface.
- 7. Ripping or tearing of roots will not be allowed.
- B. Placing backfill under protected trees unless indicated otherwise. Where fill is required for grading, and as indicated on the Drawings, do not fill above existing grade line at trunks. Fill soil must percolate at a rate of 1" per hour minimum.
- C. Damage to trunk, canopy, or limbs caused by maneuvering of vehicles or equipment, or stacking of materials and equipment.
- D. Driving or parking vehicles; storage of vehicles, equipment, or supplies.
- E. Disposing of paint, petroleum products, dirty water, soil sterilants, concrete slurry or other deleterious materials on or around roots or on any landscape areas.
- F. Changing site grades which cause drainage to flow into or to collect near protected trees.
- G. Using protected trees as support posts, power poles, crane stays, sign posts, or anchorage for ropes, guy wires, power lines, or other similar functions.
- H. Damage to root system from flooding, erosion, excessive wetting or drying resulting from dewatering or other operations.
- I. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.

### 3.5 REPLACEMENT OF DAMAGED LANDSCAPE PLANTING

- A. Trees and plants destroyed or damaged beyond repair due to Contractor's negligence, failure to provide adequate protection, or failure to perform recommended selective pruning shall be compensated by the Contractor at no additional cost to the City.
  - 1. Damage beyond repair that requires replacement shall be determined by the City Representative.
  - 2. Replacement shall include the replacement plant material, transportation, installation, a 30-day maintenance period, and a one year warranty.
  - 3. Planting location for replacements may be different from the original location and shall be determined by the City Representative.
- B. Replace shrubs, ground cover and turf with plants similar in species, size and shape.
- C. Replace trees with plants of same species, size and shape.
- D. Replacements for trees of 2"-8" caliper shall be replaced with similar sized plants; trees over 8" caliper shall be 60" box size.
- E. Since age and size of existing tree may prohibit replacement with same size tree, the difference in caliper between size of damaged tree and replacement of tree shall be compensated by the Contractor.

F. Contractor shall fell trees to be removed so that trees to remain are not injured.

**END OF SECTION** 

### **SECTION 01 57 26**

### TEMPORARY PROTECTION OF CATCH BASINS AND STORM DRAIN INLETS

### PART 1—GENERAL

### 1.01 DESCRIPTION

A. Documenting and protecting catch basins and storm drain inlets as incidental work.

### 1.02 RELATED SECTIONS

- A. Section 01 71 33, Protection of Adjacent Construction
- B. Section 02 41 00, Demolition
- C. Section 31 23 19, Dewatering
- D. Section 31 23 33, Trenching and Backfilling
- E. Section 32 01 16.71, Cold-Milling Asphalt Paving
- F. Section 32 12 16, Asphalt Paving

### PART 2—PRODUCTS

### 2.01 MATERIALS

A. Contractor shall provide all labor and materials necessary to protect debris from entering the sewer system.

### PART 3—EXECUTION

### 3.01 PREPARATION

- A. The Contractor shall photograph all catch basins within the limits of work. Each catch basin shall have at least two photos, one from the top view and one from the side view along the flow line. Refer to Section 01 71 33-1.6B.
- B. Contractor shall notify the City Representative of any clogged catch basin or storm water inlet immediately upon discovery.
  - 1. Call SFPUC Sewer Operations at 695-2096 to report catch basins or storm water inlets containing debris in the barrels and/or cast iron traps.

### 3.02 DRAINAGE PROTECTION

- A. Contractor shall be responsible for protecting and keeping in operation all storm water inlets and catch basins throughout the entire project site for the duration of the project until Final Acceptance.
- B. Contractor shall take adequate measures to prevent the impairment of the operation of the sewer system. Contractor shall prevent construction material, pavement, concrete, earth, paints, thinner, solvents, and other debris or toxic material from entering a sewer or sewer structure including surface flow collection system, such as catch basins and culverts.
- C. Prior to the final inspection and acceptance, the Contractor shall check all storm water inlets and catch basins within the project limits for debris.

### **END OF SECTION**

### **SECTION 01 60 00**

### PRODUCT REQUIREMENTS

### PART 1 - GENERAL

### 1.1 INCLUDED WORK

A. Section includes procedures and requirements for material and equipment.

### 1.2 PRODUCTS

- A. Material and equipment incorporated in the Work shall be new, unless otherwise specified or indicated; in a condition acceptable to the City; and suitable for the use intended.
  - 1. Products may also include existing materials or components required for reuse.
- B. No material or equipment shall be used for any purpose other than that for which it is designed, specified, or indicated.

### 1.3 QUALITY ASSURANCE

A. Include within Contractor's quality assurance program procedures for full protection of work and materials.

### 1.4 MANUFACTURER'S SERVICES

A. Require material suppliers and product manufacturers to provide site representation on the request of the City for qualifying and verifying the use of their materials for the project purpose and conditions. Refer to Section 01 33 00 - Submittal Procedures for submittal requirements regarding manufacturer's instructions and certificates of satisfactory installation.

### 1.5 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by the City, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

### 1.6 DELIVERY

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Transport and deliver manufactured products, undamaged, in manufacturer's original, unbroken containers or packaging, clearly identified with manufacturer's name, product name, and instructions.
- C. Handle products to avoid soiling and damaging the products and their packaging.
- D. Immediately upon delivery, inspect shipments to assure compliance with the Contract Documents and reviewed submittals, and to verify that products are undamaged and properly protected from potential damage.
  - Undamaged products shall be delivered to the project site in manufacturer's sealed containers or wrappings with legends and labels intact. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and

3/8/2018 01 60 00 - 1 Product Requirements

- promptly replace with material meeting the specified requirements at no increase in Contract Sum.
- Unsuitable materials and products not removed promptly from the job site by Contractor may be removed by the City. Removal costs shall be paid by Contractor.
- 4. Identify materials and equipment delivered to the site to permit checking against Submittals and Shop Drawings.
- E. The City may reject as non-complying such material and products that do not bear identification satisfactory to the City as to manufacturer, grade, quality, and other pertinent information.

### 1.7 STORAGE

- A. Store materials and equipment at the site at Contractor's own risk. Because of location and visibility, on site storage shall be limited to materials and equipment currently being utilized or installed.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled enclosures.
- E. Store fabricated products above the ground, on blocking or skids, to prevent soiling and staining of the products.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Arrange storage to facilitate inspection of products. Periodically inspect stored products to assure that products are maintained under specified conditions and free from damage and deterioration.
- J. Store products subject to damage from the elements in weather tight enclosures, maintaining temperature and humidity within the ranges specified by the manufacturers.
- K. Provide coverings as necessary to protect installed products from damage from traffic and construction operations; remove coverings when no longer needed.
  - 1. Take care to use protective covering and blocking materials which do not soil, stain, or damage materials being protected.

### 1.8 HANDLING

- A. Use means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of other trades.
  - 1. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.

3/8/2018 01 60 00 - 2 Product Requirements

- 2. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or material to be moved over such surfaces
- 3. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the City.
- B. Clean exposed materials at the time of acceptance of the installation for Substantial Completion.

### 1.9 REPAIRS AND REPLACEMENTS

- A. Promptly replace lost or damaged materials and equipment with replacements of like kind and quality or repair them at no additional cost to the City.
- B. Damage to any of the work and premises prior to acceptance by the City is the responsibility of Contractor. Should any new equipment become damaged, restore it to its original condition, and finish before final acceptance. Replace or repair damage to City property and to the work of other Divisions, caused by the work of this Division at the expense of, Contractor and to the City's satisfaction.
- C. Additional time required to secure replacements and to make repairs will not justify an extension in the contract time of completion.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

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### **SECTION 01 71 23**

### FIELD ENGINEERING

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes requirements and procedures for field engineering services to establish elevations and slopes required to layout the proposed design.

### 1.2 RELATED SECTIONS

A. Section 01 77 00 - Closeout Procedures: Project Record Documents.

### 1.3 QUALITY CONTROL

- A. The Contractor shall employ a civil engineer or land surveyor registered in the State of California and acceptable to the City Representative to perform site surveying under the Contract Documents.
- B. The Contractor shall submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

### 1.4 SUBMITTALS

- A. Submit name, address, and telephone number and state registration number of the Surveyor before starting survey work.
- B. Submit a copy of site drawing, and a certificate that the elevations and locations of the Work are in conformance with Contract Documents, all prepared, stamped and signed by the surveyor.

### 1.5 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01 77 00 Closeout Procedures.

### 1.6 EXAMINATION

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify the City Representative in writing of any discrepancies discovered.

### 1.7 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by City provided survey. The Contractor shall use the City of San Francisco benchmarks. Benchmark information is available from the Bureau of Street Use & Mapping at 1155 Market Street, 3<sup>rd</sup> Floor, Telephone (415) 554-5827.
- B. Contractor to locate and protect survey control points prior to starting site work; preserve permanent reference points during construction.

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- C. Promptly report to City Representative the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- D. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to City Representative.

### 1.8 SURVEY REQUIREMENTS

- A. Provide field-engineering services, using recognized engineering survey practices.
- B. Establish a minimum of one permanent benchmark on site, referenced to established control points. Record locations with horizontal and vertical data on Project Record Documents.
- C. Establish elevations, lines and levels. Locate and layout by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for irrigation work.
- D. Periodically verify layouts by same means.

### 1.9 FIELD LAYOUT

A. Dimensions, radii, etc., shown on the Drawings for field layout are approximate and are subject to adjustments to accommodate field conditions; smoothness of alignment and profiles supersede dimensions shown. Layout shall be done by the Contractor at its own expense and shall be approved by the City Representative prior to the start of any construction.

### 1.10 ELEVATION CONTROL

A. Comply with ADAAG's 5% or less grade requirement for landscape work and pathways.

### 1.11 LINE AND GRADE FOR THE WORK

- A. The City will furnish the Contractor information on Monuments that will be used for line control and on Benchmarks, including City Datum elevations, which will be used for elevation control. All other lines and grades required for the completion of the work according to the plans shall be the responsibility of the Contractor and shall be obtained by him as Incidental Work. The City reserves the right to make minor line and grade changes of uncompleted work at any time before or after start of construction without claim by the Contractor for extra payment.
- B. A copy of the Contractor's survey notes shall be given to the City Representative weekly.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

### **SECTION 01 71 33**

### PROTECTION OF ADJACENT CONSTRUCTION

### PART 1 - GENERAL

### 1.1 SECTION INCLUDES

A. Section includes requirements for protection of existing facilities and improvements.

### 1.2 RELATED SECTIONS

- A. Section 00 73 20 Existing Utility Facilities
- B. Section 01 50 00 Temporary Facilities and Controls

### 1.3 EXISTING UTILITIES AND IMPROVEMENTS

- A. Notify Underground Service Alert (USA) prior to excavating in the public right of way areas so that utility companies may be advised of the work and may field mark or otherwise protect and warn the Contractor of their existing utility lines. Contact USA, telephone 1-800-227-2600, or refer to USA website for more information at: <a href="http://www.usanorth.org/">http://www.usanorth.org/</a>.
  - Provide reasonable access and do not hinder or otherwise interfere with any company or agency having underground facilities in removing, relocating, or protecting such facilities.
- B. Verify the actual locations and depths of all utilities indicated or field marked. Make a sufficient number of exploratory excavations up to a maximum of eight potholes at Contractor's expense of all utilities that may interfere with the work sufficiently in advance of construction to avoid possible delays to Contractor's work.
  - 1. Notify the City if such exploratory excavations show the utility location as shown or as marked to be in error.
  - 2. When utility lines are encountered within the area of Contractor's operations, notify the City Representative and the owner(s) of the utility lines sufficiently in advance for the necessary protection measures to be taken to prevent interruption of service or delay to Contractor's operations.
- C. The Contractor shall protect all existing utilities, facilities, and structures, public or private, and will be held responsible for all damage caused by the Contractor not exercising due care to avoid such damage.
- D. Overhead Contact System: Work on or under the overhead contact system shall be performed with lines and feeders energized unless shutdown of the system is granted. Notify the City Representative at least 10 days prior to performing work on energized overhead trolley wires, feeder circuits, or at substations, so that the City Representative may arrange for any necessary clearances and inspections.
  - 1. Contractor is alerted to the condition that overhead trolley wires and feeder cables distribute electrical energy at up to 700 Volts dc. Comply with the "High Voltage" provisions of the California Code of Regulations (Title 8, Division 1, Chapter 4, and Subchapter 5).
  - Take precautions to avoid accidents and damage to the overhead contact wires, and riser and feeder cables.

E. <u>Survey Monuments and Bench Marks</u>: Contractor shall bring to the attention of the City Representative all survey monuments, bench marks, property line marks and the like, encountered on the work. Survey monuments, bench marks, or other survey marks or points shall not be removed or disturbed until referenced or relocated by the City Representative or other agency or party having an interest therein, and then removed only at the time and in the manner specifically approved by the City Representative. The contractor shall bring all City monument frames within the limits of the work to grade, with the express provision that any and all work associated with the removal and relocation of such frames, with their covers, shall be under the direct supervision of the City Representative, and all such work shall be considered Incidental Work. The cost of reestablishing and resetting survey monuments, bench marks or other survey marks or points lost or destroyed through the carelessness or negligence of, or inadvertently by, the Contractor or his employees, shall be at the sole expense of the Contractor.

### 1.4 SAFEGUARDING OF EXISTING FACILITIES

- A. The Contractor shall perform all work, including dewatering operations, in such a manner as to avoid damage to existing fire hydrants, power poles, lighting standards, and all other existing utilities, facilities, trees and vegetation, and structures. The Contractor will be held responsible for any damage due to its failure to exercise due care.
- B. Broken concrete, debris, etc., shall be immediately removed from the property site as the Contractor's property and shall be disposed of in a legal manner.
- C. The Contractor shall take adequate measures to prevent the impairment of the sewer system and to prevent construction material, pavement concrete, earth or other debris from entering a sewer, sewer structures, catch basin, or storm water inlet. The Contractor shall restore damaged utilities and facilities to a condition equal to or better than they were prior to such damage.

### 1.5 RESTORATION OF PAVEMENT

- A. General: All paved areas cut or damage during construction shall be replaced with similar materials and of equal thickness to match the existing undisturbed areas, except where specific resurfacing requirements are called for in the Contract Documents or in the permit requirements of the agency issuing the permit. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Whenever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing in a satisfactory condition for the period of time before proceeding with the final restoration.
- C. Permanent Resurfacing: Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in neat straight lines. All pavement restoration shall be constructed to finished grades compatible with undisturbed adjacent pavement.
- D. Restoration of Sidewalks or Driveways: Wherever sidewalks, curbs and gutters, or driveways have been removed for construction purposes, place suitable temporary sidewalks, curbs and gutters, or driveways promptly after backfilling and maintain them in satisfactory condition for the period of time before the final restoration is been made.

### 1.6 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE CLAIMS

A. The Contractor shall use such methods and shall take adequate precautions to prevent damage to existing buildings, structures, and other improvements during the prosecution of the work.

- B. The Contractor shall retain an experienced photographer to perform preconstruction examination and, if necessary, post-construction survey of all nearby structures, including photographs of all catch basins within the limit of work and nearby intersections. Each catch basin shall have at least two photos, one from the top view, and one from the side view along the gutter line. The survey shall be made using digital still photographs or digital videos saved to compac discs. The survey shall be considered incidental work and no separate payment will be made therefor.
- C. After the Contract is awarded and before the commencement of work, the City Representative will arrange for a joint examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by the Contractor's operations.
- D. The examination of the exterior of existing buildings, structures, and other improvements located within twenty-five (25) feet of the construction excavation will be made jointly by authorized representatives of the Contractor, the City, and property owners under the supervision of the City Representative. The scope of each examination shall include, but is not limited to, recording of cracks in structures, settlement, leakage and the like.
- E. Records in duplicate of all observations will be prepared by the photographer, including photographs on compact discs as required. One copy shall be delivered to the Contractor, and one copy will be kept on file at the office of the City Representative. The photographer may be required to attest to the fact that he took the pictures; however, in no case, will he determine the cause cracks, settlement, leakage, or like condition nor is he being retained for the purpose of engineering evaluation.
- F. The above records and photographs are intended for use as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the adjacent property owners, the Contractor, and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor operations, occurred during the Contract Work.

### 1.7 UNFORESEEN EXISTING UTILITIES

A. Refer to Section 00 73 20 – Existing Utility Facilities, Paragraph 1.3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

### **SECTION 01 73 29**

### **CUTTING AND PATCHING**

### PART 1 - GENERAL

### 1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

### 1.2 RELATED SECTIONS

- A. Section 01 11 00 Summary of Work
- B. Section 01 31 13 Project Coordination
- C. Section 01 25 13 Product Substitution Procedures

### 1.3 DEFINITION

A. "Cutting and Patching" is defined to include the cutting and patching of nominally completed and previously existing concrete, steel, wood and miscellaneous metal structures; piping; and pavement in order to accommodate the installation and coordination of work required under the Contract Documents, to uncover facilities and structures for access or inspection, or to obtain samples for testing or similar purposes.

### 1.4 REQUIREMENTS OF STRUCTURAL WORK

- A. Do not cut and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- B. Prior to cutting and patching the following categories of work, obtain the City Representative's approval to proceed:
  - 1. Structural concrete
  - Structural steel
  - 3. Foundation construction
  - 4. Bearing and retaining walls
  - 5. Structural decking
  - 6. Timber and primary wood framing
  - 7. Miscellaneous structural metals, including equipment supports, stair systems, and similar categories of work
  - 8. Pressurized piping, tanks and vessels

### 1.5 OPERATIONAL AND SAFETY REQUIREMENTS

- A. Do not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
- B. Obtain the City Representative's approval to proceed prior to cutting and patching the following categories of work:
  - 1. Sheeting, shoring, and cross bracing
  - 2. Operating systems and equipment
  - 3. Water, moisture, vapor, air, smoke barriers, membranes and flashings
  - 4. Noise and vibration control elements and systems

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5. Control, communication, conveying and electrical wiring systems

### 1.6 SUBMITTALS

- A. Submit written request in accordance with Section 01 33 00 in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of project work or retained adjoining structure.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Work of City or separate contractor.
  - 5. Visual qualities of sight exposed elements.
- B. Request shall include the following:
  - 1. Identification of project work.
  - 2. Location and description of affected work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed work, and products to be used including:
    - a. Scope of cutting, patching, alteration or excavation.
    - b. Trades to execute work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be included.
    - e. How structural elements will be reinforced.
  - 5. Cost proposal, when applicable.
  - 6. Alternatives to cutting and patching.
  - 7. Effect on work of City or separate contractor, or on structural or weatherproof integrity of retained structures or work.
  - 8. Written permission of affected separate contractor.
  - 9. Date and time work will be uncovered or executed.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Except as otherwise indicated, provide materials for cutting and patching which will result in equal or better work than the work being cut and patched in terms of performance characteristics and including visual effects where applicable. Use material identical with the original materials where feasible.
- B. Primary Products: Materials shall comply with the requirements of the Technical Specifications and Drawings or those required for original installation where applicable.
- C. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01 25 13.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

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D. Report unsatisfactory or questionable conditions to the City Representative in writing; do not proceed with work until City Representative has provided further instructions.

### 3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of work from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.
- C. Maintain excavations free of water.

### 3.3 INSTALLATION

- A. Employ skilled tradesmen to perform cutting and patching. Except as otherwise indicated, proceed with cutting and patching at the earliest feasible time and perform the work promptly.
- B. Use methods least likely to damage work to be retained and work adjoining.
  - 1. In general, where physical cutting action is required, use sawing and grinding tools and not hammering and chopping tools. Openings through concrete work shall be core drilled.
  - 2. Comply with the requirements of the Technical Specifications and Drawings wherever applicable.
  - 3. Comply with requirements of the applicable sections of Division 2 where cutting and patching requires excavating and backfilling.
- C. Patch with seams which are not visible and comply with specified tolerances for the work.
- D. Restore exposed seams of patched area; and, where necessary, extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

**END OF SECTION** 

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#### **SECTION 01 74 50**

## CONSTRUCTION & DEMOLITION DEBRIS RECOVERY PLAN (ver. 7/9/2014)

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. In October 16, 2006, the San Francisco Mayor issued Executive Directive 06-05 requiring all Construction Contracts to divert 75% of construction and demolition debris from landfill disposal sites. This directive is supported by existing policies that require reuse, recycling, and management of construction and demolition debris. Some of these policies are described below.
- B. The City and County of San Francisco adopted an ordinance (No. 27-06) that creates a mandatory program to maximize the recovery of all construction and demolition debris material.
  - The Ordinance requires that mixed construction and demolition debris material be transported off-site by a Registered Transporter and taken to a Registered Facility that can process and divert from landfill a minimum of 65% of the material generated from construction, demolition or remodeling projects.
  - 2. Material source separated at the job site should be taken to a facility that reuses or recycles such material.
  - 3. This ordinance applies to all construction projects within the City and County of San Francisco, such as new construction, remodels, tenant improvements, additions, repairs, and full and partial demolitions.
  - 4. This ordinance prohibits any construction and demolition debris from being placed in trash or sent to a landfill.
- C. Chapter 7 of the San Francisco Environment Code requires the Contractor to prepare and submit a Construction and Demolition Debris Management Plan, Construction and Demolition Debris Recovery Monthly Summary of Diversion Reports, and Construction and Demolition Debris Recovery Final Diversion Report in accordance with the submittal requirements specified below (Paragraphs 1.5, 1.6 and 1.7). This requirement applies to all Construction and/or Demolition Projects at City-owned Facilities and City leaseholds, located within the nine counties surrounding the San Francisco Bay, regardless of the size of the project.
- D. Chapter 5 of the San Francisco Environment Code requires the Contractor to reduce wastes by maximizing the use of recycled content materials, recycling, and reuse. Failure of the Contractor to comply with any of its requirements shall be deemed a material breach of contract.
- E. The Mandatory Recycling and Composting Ordinance, Chapter 19 of the San Francisco Environment Code, requires that all persons in San Francisco must source separate their refuse into recyclables, compostables and trash, and place each type of refuse in a separate container designated for disposal of that type of refuse. No person may mix recyclables, compostables or trash, or deposit refuse of one type in a collection container designated for another type of refuse.
- F. California Integrated Waste Management Act of 1989 (AB 939) established the procedures for the Highest and Best Use practices to reduce, recycle, and reuse materials.

- G. State regulations require that Universal Wastes and Treated Wood Wastes be handled and disposed of in accordance with the requirements of the California Department of Toxic Substances Control and all applicable laws.
- H. Contractor shall perform all work and meet all requirements in this Section at no additional cost to the City.

#### 1.2 REFERENCES

- A. Mayor's Executive Directive 06-05, Recycling and Resource Conservation, October 16, 2006.
- B. San Francisco Ordinance No. 27-06 (Construction and Demolition Debris Recovery Ordinance) with effective date on July 1, 2006.
- C. San Francisco Environment Code, Chapter 5, Resource Conservation Ordinance.
- San Francisco Environment Code, Chapter 7, Green Building Requirements for City Buildings.
- E. San Francisco Environment Code, Chapter 19, Mandatory Recycling and Composting.
- F. California Integrated Waste Management Act of 1989 (California Public Resources Code 40000 et. seq.) Assembly Bill 939.
- G. Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2009, or more recent version of LEED, US Green Building Council.
- H. Universal Waste information from the following website: <a href="http://www.ciwmb.ca.gov/HHW/Uwaste/">http://www.ciwmb.ca.gov/HHW/Uwaste/</a>
- I. Treated Wood Waste Fact Sheet from the following website: <a href="http://www.dtsc.ca.gov/HazardousWaste/Treated\_Wood\_Waste.cfm">http://www.dtsc.ca.gov/HazardousWaste/Treated\_Wood\_Waste.cfm</a>
- J. San Francisco Board Of Supervisors Resolution Nos. 530-04 and 679-02 establishing a zero waste goal.
- K. Food Service Waste Reduction Ordinance as set forth in San Francisco Environment Code Chapter 16.
- L. Refuse Collection and Disposal Ordinance, adopted November 8, 1932.

#### 1.3 DEFINITIONS

- A. <u>Alternative Daily Cover (ADC)</u>: Materials, other than soil, that have been approved by the California Department of Resources Recycling and Recovery ("CalRecycle") or a successor agency for use as a temporary overlay on an exposed landfill face.
- B. <u>Beneficial Reuse</u>: The reuse of material at a landfill that does not include ADC but shall include, but not be limited to, use of the material for or as the following: alternative intermediate cover; final cover foundation layer; liner operations layer; leachate and landfill gas collection system; construction fill; road base; wet weather operations pads and access roads; and, soil amendments for erosion control and landscaping. "Beneficial reuse" does not include disposal of material at a landfill.

- C. <u>BioMass Energy Generation</u>: the controlled combustion, when separated from other solid waste and used for producing electricity or heat, of wood, wood chips, wood waste, and tree and brush prunings. "Bio-mass Energy Generation" does not include the controlled combustion of recyclable pulp or recyclable paper materials, or medical or hazardous waste.
- D. <u>City-owned Facility</u>: any building owned by the City and County of San Francisco. "City-owned Facility" includes City-owned facilities or portions thereof that the City leases to non-City entities.
- E. <u>City Leasehold</u>: A building or portion thereof owned by others where the City and County of San Francisco is a tenant.
- F. <u>City Representative</u>: The employee of San Francisco who oversees the construction and/or demolition process for a City construction and/or demolition project and is responsible for ensuring that the contractor complies with all aspects of the contract documents.
- G. <u>Compostable</u>: Any material that can be broken down into, or otherwise become part of, usable compost (e.g., soil-conditioning material) in a safe and timely manner as accepted in San Francisco's compostables collection program, such as food scraps, soiled paper and plant trimmings.
- H. Construction and Demolition Debris or C&D Debris: Building materials and solid waste generated from construction and demolition activities, including, but not limited to, fully cured asphalt, concrete, brick, rock, soil, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, fixtures, plastic pipe, metals, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction, deconstruction, demolition or land developments. This term does not include refuse regulated under the 1932 Refuse Collection and Disposal Initiative Ordinance or sections of the Municipal Code that implement the provisions of that ordinance or materials from the public right-of-way. Hazardous waste, as defined in California Health and Safety Code section 25100, et seq., as amended, is not Construction and Demolition Debris.
- I. <u>Construction Project</u>: Any building, planning or construction activity, including demolition, new construction, major alteration, or building additions by a City department at a Cityowned Facility or a City Leasehold.
- J. <u>Contractor</u>: The company or person to whom the City awards a contract for a construction and/or demolition project. The Contractor is responsible for complying with all aspects of this Specifications Section and for ensuring that all subcontractors, lowertier subcontractors and suppliers also comply.
- K. <u>Disposal</u>: The final deposition of material at a legally operating permitted landfill that does not include beneficial reuse or at a permitted transformation facility. A legally operating, permitted landfill includes Class III landfills and inert fills. Disposal of inert materials at inert fills or inert backfill sites does not constitute recycling.
- L. <u>Diversion</u>: Use of material for any purpose other than disposal in a landfill or transformation facility, such as source reduction, reuse, recycling, and composting activities that do not result in material being disposed at permitted landfills and transformation facilities.

- M. Hazardous Waste: Hazardous waste is a waste with properties that make it potentially dangerous or harmful to human health or the environment. The universe of hazardous wastes is large and diverse. Hazardous wastes can be liquids, solids, or contained gases. They can be the by-products of manufacturing processes, discarded used materials, or discarded unused commercial products, such as cleaning fluids (solvents) or pesticides. In regulatory terms, a hazardous waste is a waste that appears on one of the four RCRA hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste - ignitability, corrosivity, reactivity, or toxicity. However, materials can be hazardous wastes even if they are not specifically listed or don't exhibit any characteristic of a hazardous waste. For example, "used oil," products which contain materials on California's M-list, materials regulated pursuant to the mixture or derived-from rules, and contaminated soil generated from a "clean up" can also be hazardous wastes. The State Department of Toxic Substances Control offers assistance on this complex topic through its Regulatory Assistance Office. Call 1-800-728-6942 (from within California) or (916) 255-3618 (from out-of-state) or email RAO@dtsc.ca.gov
- N. <u>Inert Fill Facility</u>: A facility that can legally accept inert waste such as asphalt and concrete exclusively for the purpose of disposal.
- O. <u>Landfill</u>: A facility that (i) accepts for disposal in or on land non-hazardous waste such as household, commercial, and industrial waste, and waste generated during construction, remodeling, repair and demolition operations, and (ii) has a valid current solid waste facilities permit from the California Department of Resources Recycling and Recovery (CalRecycle).
- P. <u>Mixed Construction and Demolition Debris Material, or Mixed C&D Debris Material, or Mixed C&D Debris:</u> means Construction and Demolition Debris or C&D Debris, but excluding materials source-separated for reuse or recycling.
- Q. <u>Person</u>: A natural person, a firm, joint stock company, business concern, association, partnership or corporation or, to the extent permitted by law, governmental entity, including the City and County of San Francisco and its departments, boards and commissions for projects within the nine counties surrounding the San Francisco Bay, and its or their successors or assigns.
- R. <u>Recover or Recovery</u>: Any activity, including source reduction, deconstruction and salvaging, reuse, recycling and composting, which causes materials to be recovered for use as a resource and diverted from disposal.
- S. <u>Recyclable Material</u>: Any material or product separated or capable of being separated at its point of discard or from the solid waste stream for utilization as a raw material in the manufacture of a new product.
- T. Recycling: The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include burning, incinerating, or thermally destroying solid waste.
- U. <u>Recycling Facility</u>: An operation or person that collects and processes materials for recycling.
- V. <u>Registered Transporter</u>: Anyone who is hired to remove Mixed Construction and Demolition Debris Material from a construction and/or demolition site in San Francisco, using a vehicle with more than two axles or two tires per axle (such as a large pickup

truck with four tires on the rear axle or three-axle dump trucks) and is hauling at least one (1) cubic yard of Mixed Construction and Demolition Debris Material and holds a valid registration from the City and County of San Francisco pursuant to Chapter 14 of the Environment Code. A Registered Transporter is obligated to take all mixed material only to a Registered Facility.

- W. Registered Facility: Any facility that accepts Mixed Construction and Demolition Debris Material for processing and recycling and holds a valid registration issued by the City and County of San Francisco pursuant to Chapter 14 of the Environment Code.
- X. Reuse: Making new use of a material without altering its form.
- Y. <u>Source Reduction</u>: Any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.
- Z. <u>Source-Separated Materials</u>: Materials that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of reuse, recycling or composting in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- AA. <u>Solid Waste</u>: Materials designated as non-recyclable and discarded for the purposes of disposal.
- BB. <u>Universal Waste</u> (CCR Title 22, Division 4.5, Chapter 23): Certain specified hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous wastes. Universal wastes are handled with reduced management requirements. Examples of universal waste: batteries, fluorescent tubes (lamps), electronic devices (cell phones, computers, televisions), cathode ray tubes (CRTs), mercury wastes (thermometers and toys), and non-empty aerosol cans.
- CC. <u>Treated Wood Waste</u> (CCR Title 22, Division 4.5, Chapter 34): Dimensional lumber and other wood products which have been removed from service and were treated with preserving chemicals that protect the wood from insect attack and fungal decay during its use. Examples include fence posts, sill plates, landscape timbers, pilings, railroad ties, guardrails, and decking. Treated Wood Waste is a hazardous waste in California and must be managed according to specific regulations.

#### 1.4 GENERAL REQUIREMENTS

- A. <u>Diversion Goal</u>: In order to meet the City's zero waste goal, the goal for this contract is to divert 75% of the Construction and Demolition Debris material from landfill disposal through waste prevention, reuse, and recycling. If a construction site contains hazardous wastes and/or universal wastes, the 75% diversion requirement should pertain to all non-hazardous waste material. No Construction and Demolition Debris material shall be disposed in garbage or taken to landfill.
- B. In order for construction and/or demolition debris to be considered hazardous, such as containing asbestos or lead, it shall be evaluated and determined to be hazardous by an independent professional such as a Cal/OSHA Certified Asbestos Consultant. The waste determination and other verification shall be included with the C&D Debris

- Management Plan (refer to Paragraph 1.5 below), together with a list of hazardous materials found at the project site and plans for proper disposal.
- C. If material at the jobsite is deemed hazardous after the project commences, complete Form A (Request to Send Construction & Demolition Debris Material Directly to Landfill), together with official documentation as noted above in subparagraph B and send signed form to City Representative and to San Francisco's Department of the Environment (SFE) for possible approval.
- D. All Hazardous Wastes, including Universal Wastes and Treated Wood Waste, shall be documented separately, and a summary of all manifests or other disposal documentation, including material description and weights, shall be provided to the City Representative.
- E. <u>Highest and Best Use</u>: The Contractor shall employ the following hierarchy of highest and best use for handling Construction and Demolition Debris as follows:
  - 1. Implement reduced material usage or reuse of materials before any recycling:
  - Implement recycling or reuse of source-separated material before any recycling of Mixed Construction and Demolition Debris Material:
  - 3. Implement recycling of Mixed Construction and Demolition Debris Material before all other forms of disposal.

#### F. Recycling Requirements:

- 1. Source Separated Materials: The Contractor shall develop and implement procedures for source-separation, to the greatest extent feasible, of the following types of recyclable or reusable materials:
  - a. Asphalt.
  - b. Acoustical ceiling tiles.
  - c. Bricks, stone(s), granite, and other finished stone-type materials.
  - d. Carpet and padding.
  - e. Concrete, concrete block, slump stone (decorative concrete block).
  - f. Corrugated cardboard.
  - g. Dimensional lumber and beams.
  - h. Fixtures, hardware, doors, and windows.
  - i. Metal, ferrous and non-ferrous.
  - j. Mixed Inerts.
  - k. Rigid plastic.
  - Soil/dirt/rock.
  - m. Trees, Landscape Debris, cleared vegetation and cut-off or other wood scraps.
  - n. Wall board, gypsum sheetrock.
  - o. Other: describe.
- 2. Mixed Construction & Demolition Debris Material:
  - a. For projects within the legal and geographical boundaries of the City and County of San Francisco, Mixed C&D Debris Material must be taken to a Registered Facility by a Registered Transporter, per Environment Code 14. The diversion rate for Mixed C&D Debris Material taken to one of San Francisco's Registered Facilities is 65%.
  - b. For projects outside San Francisco, the diversion rate for Mixed C&D Debris Material is 65% if taken to one of San Francisco's Registered Facilities; if taken to a non-registered facility the diversion rate approved by the local jurisdiction will be used, and official documentation of the diversion rate approved by the local jurisdiction must be provided by the Contractor. If a facility does not have a locally approved recycling rate, the diversion rate is calculated as zero.
- 3. Handling Of Recyclable Materials:

- a. The Contractor shall assure that recyclable or reusable materials be free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process. The Contractor shall clean materials that are contaminated before placing it in collection containers.
- The Contractor shall arrange for collection of reusable and recyclable materials by or delivery to the appropriate reuse and/or recycling centers for purposes of reuse and/or recycling.
- c. All Mixed C&D Debris material from projects in San Francisco must be taken to a Registered Facility authorized to process the material, and it must be hauled by a Registered Transporter.
- 4. No Construction and Demolition Debris shall be burned, buried or otherwise disposed of on the project site.
- G. The Contractor is prohibited from sending any C&D debris material directly to landfill or to any facility that would incinerate or otherwise process such debris using high temperature technology without submitting a written request to and receiving approval from the San Francisco Department of the Environment; see Form A and Form B.
- H. Requirements only for Construction Contracts within the legal and geographical boundaries of the City and County of San Francisco:
  - Registered Transporters and Registered Facilities: Only Registered Transporters can remove mixed construction and demolition debris from a construction and/or demolition site, and they must take this material to a Registered Facility. Materials source separated at the job site should be taken to an appropriate recycling or reuse facility.
    - For a list of Registered Facilities and Registered Transporters refer to the website: www.SFEnvironment.org/c&d
    - b. Diversion rate for mixed C&D debris material taken to Registered Facilities is 65%.
  - 2. <u>Full Demolition Requirements</u>: Contractor conducting full demolition of an existing structure must submit a Demolition Debris Recovery Plan (DDRP) to the San Francisco Department of the Environment (SFE).
    - a. The DDRP must demonstrate a minimum of 65% diversion from landfill of demolition debris, including materials source separated for reuse or recycling.
    - b. The DDRP must be submitted to and approved by SFE before the Department of Building Inspection will issue a Full Demolition Permit.
    - c. This requirement does not apply to City construction contracts outside of the legal and geographical boundaries of the City and County of San Francisco.
    - d. The DDRP is available at the following website: www.SFEnvironment.org/c&d
- I. Mixed Construction & Demolition Debris material from projects <u>outside</u> the legal and geographical boundaries of the City and County of San Francisco must be taken to a Recycling Facility that processes the material to achieve maximum recycling. If the facility is a San Francisco Registered Facility the diversion rate is 65%. If the material is taken to a facility not registered with San Francisco, the local jurisdiction's recycling rate for that facility shall be used provided official documentation from the local jurisdiction is attached to all submittals as required in Paragraphs 1.5, 1.6 and 1.7. If a facility does not have a local approved recycling rate, the diversion rate is calculated as zero.
- J. <u>Universal Wastes</u>: Contractor shall handle and dispose of all hazardous waste, including "Universal Wastes," in accordance with the requirements of the California Department of Toxic Substances Control (DTSC). Refer to DTSC website: <a href="www.dtsc.ca.gov">www.dtsc.ca.gov</a>. In general, universal waste may not be discarded in solid waste landfills or with non-hazardous

wastes collected for recycling or composting. Contractor shall comply with all hazardous waste regulations, including, but not limited to, the following:

- 1. Universal wastes shall be stored in containers so that they do not spill, leak, break, or are released into the environment.
- 2. Label or mark universal wastes, or their containers, to identify their types.
- Send all universal waste to a facility authorized to collect, recycle or dispose of universal waste.
- 4. Do not dispose of universal waste in the trash.
- 5. Do not accumulate more than 5,000 kilograms of universal waste at any one time.
- 6. Train employees in proper universal waste management including handling, packaging, storing and labeling the universal waste, as well as how to respond to releases. This training may be accomplished by simply giving employees written instructions about universal waste.
- 7. Keep record of all shipments and receipts of universal waste for three years.
- K. <u>Treated Wood Waste</u>: For complete information on handling and disposal of Treated Wood Waste (TWW), refer to the fact sheet available from the DTSC website. For incidental TWW wastes generated during construction, the Contractor shall comply with the following minimum requirements:
  - 1. Keep TWW segregated from other materials.
  - 2. Store no more than 1,000 pounds of TWW for no longer than 30 days. In the event that Contractor stores more than 1,000 pounds of TWW or stores TWW for more than 30 days, Contractor shall comply with additional requirements for routine generators of TWW. Refer to DTSC fact sheet.
  - 3. Label all TWW bundle/shipments with the following information:

TREATED WOOD WASTE – Do not burn or scavenge.
TWW Handler
Name:
Address:
Accumulation Date:

- 4. Take TWW to an authorized TWW facility. See the listings at the end of the factsheet for information on facilities who have been authorized to accept TWW in California.
- 5. Keep records of all shipments of TWW for three years.
- L. <u>Waste Reduction</u>: Contractor shall implement waste reduction measures, including, but not limited to, the following:
  - 1. Eliminating the procurement of unneeded supplies;
  - 2. Reduce waste by printing and copying double-sided;
  - 3. Submit all submittals, reports, and forms in electronic format (PDF);
  - 4. Fully participate in available and required recycling and composting programs; and
  - 5. Purchase products made with recycled content such as paper and recycled aggregate.
- M. <u>LEED Credit:</u> Compliance with the 75% diversion goal meets the requirements of LEED MR Credit 2.2 and earns the Project 2 points.
- N. Contractor shall submit the following in accordance with Paragraphs 1.5, 1.6, and 1.7 below:
  - 1. Construction and Demolition Debris Management Plan;
  - 2. Construction and Demolition Debris Recovery Monthly Summary of Diversion and supporting documentation.

- 3. Construction and Demolition Debris Recovery Final Diversion Report.
- Contractor shall submit the above items in electronic format (PDF) to the City Representative.

#### 1.5 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT PLAN

- A. The requirements under this Paragraph 1.5 apply to all City construction contracts for City-owned Facilities or City leaseholds located within the nine counties surrounding the San Francisco Bay, regardless of size of the project.
- B. After Award of Contract and before commencement of the Work at the site, the Contractor shall conduct a site assessment to estimate the types and quantities of materials that will be generated by construction and/or demolition at the site and which materials are anticipated to be feasible and practical for reuse and recycling. Contractor shall complete a Construction and Demolition Debris Management Plan (CDDMP) to be discussed with the City Representative.
- C. Contractor shall schedule a meeting with the City Representative to discuss its proposed CDDMP so as to develop a mutual understanding regarding the City's recycling and reuse policies and goals and their application to this project. The contractor must manage all project C&D debris materials to meet a minimum diversion rate of 75%.
- D. Contractor shall obtain tonnage estimates for all C&D debris material from all subcontractors and compile data from all subcontractors into a written and signed CDDMP in a format prescribed by the City. The plan shall include, but not be limited to, the following:
  - 1. The Contractor's information and Project identification.
  - 2. Procedures to be used for debris management.
  - 3. A list of the materials and estimated quantities to be reused, recycled, or transported to a Registered Facility.
  - 4. The names, locations, and permit or license, as applicable, of recycling and reuse facilities and Registered Facilities (for mixed debris) that the Contractor plans to use for this project.
  - 5. Procedures for source separation for the materials listed in subparagraph 1.4F "Recycling Requirements" of this Section.
  - 6. Source Reduction: Describe any project practices for this project which will reduce waste at the source, such as requiring vendors to deliver materials in reusable packaging.
  - On-site Processing: Describe procedures in which materials are recycled and/or reused on-site, such as grinding materials for use on-site, or reuse of lumber for concrete frames, etc.
  - 8. Procedures to educate and train all employees and subcontractors on recycling and reuse procedures to be used at the jobsite.
- E. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the first box in the center of page 1 on the form. Provide estimated start and end dates for the project. A written narrative should be attached to the form describing project and job site practices and procedures as noted in subparagraph 1.5D above
- F. The CDDMP is subject to approval by the City Representative. Contractor shall revise and resubmit the CDDMP as required by the City Representative.
- G. If an unforeseen circumstance requires a change to the facilities or transporters named and approved on the original CDDMP, the Contractor must submit a written request to the City Representative for approval prior to the change being made; a copy should be

- sent to the Department of Environment. The request must provide documentation explaining why the change may be necessary. Use Form D (Request to Change Facilities or Transporters), and complete all sections of the form. If any section is omitted, the request will not be considered.
- H. Review of the Contractor's construction and demolition debris management plan will not relieve Contractor of responsibility for compliance with applicable laws and regulations governing control and disposal of solid waste or other pollutants.
- I. In accordance with the Mayor's Directive 06-05 and Chapter 7 of the Environment Code, Contractor shall achieve a diversion rate of 75%.

### 1.6 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY MONTHLY SUMMARY OF DIVERSION

- Contractor shall submit a signed Summary of Diversion (Summary) to the City A. Representative with each Progress Payment Application. The Summary shall show actual Construction and Demolition Debris material diversion coinciding with the time period of the Progress Payment. The contractor shall compile data from all subcontractors into one plan/report; all weights are reported in tons and documentation supporting the reported tons shall be attached. Documentation shall include weight tags or other similar proof the hauler received from a facility where material was transported; if a facility issues a receipt with cubic yards only, the contractor shall use the Conversion Rates found in Form E. The documentation issued by the facility shall include the commodity or material type that was delivered to the facility and shall include evidence that the material was from the contracted job; such evidence may include the project address or project/job number provided by the facility on the weight tags or receipts it creates. Diversion reports prepared by vendors, work orders or invoices for services shall not be acceptable unless accompanied by requirements noted above. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the second box in the center of page 1 of the form and provide the Reporting Period and Progress Payment Number.
- B. Failure to submit the Summary of Diversion and supporting documents shall render the application for progress payment incomplete and delay progress payment.
- C. Contractor shall be responsible for transporting all Mixed C&D Debris Material generated in San Francisco to a Registered Facility by using a Registered Transporter.

#### 1.7 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY FINAL DIVERSION REPORT

A. The Contractor shall submit a signed Final Diversion Report showing weight of all Construction and Demolition Debris material diverted for the entire project and the overall diversion rate achieved. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the third box in the center of page 1 of the form. The Final Diversion Report shall be prepared into one plan/report by the Contractor with data from all subcontractors and submitted to the City Representative.

#### 1.8 JOB SITE ADMINISTRATION

A. The Contractor shall review the environmental goals of this project with all subcontractors and sub-subcontractors. The Contractor shall make a proactive effort to increase awareness of these goals and ensure full compliance to the Construction and Demolition Debris Management Plan among the Contractor's job site workers and all subcontractors and other workers.

- B. The Contractor shall communicate the presence of demolition debris which is hazardous waste to all workers on the job site and shall establish and clearly identify hazardous waste storage areas. The Contractor shall discuss practices and alternatives to minimize worker exposure to potentially harmful substances expected to be encountered on the job site.
- C. For Construction Contracts within the legal and geographical boundaries of the City and County of San Francisco the Contractor shall provide green, blue and black refuse containers and appropriate signs for field offices to separate recyclable and compostable materials from the trash and subscribe to adequate collection services. To subscribe to these services, contact Recology San Francisco at 415-330-1300. For assistance in setting up recycling and composting programs (i.e. signs and training) in field offices, contact: SFGovRecycling@SFEnvironment.org
- D. For projects outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall abide by local jurisdiction's refuse, recycling and composting requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 





## FORM A REQUEST TO SEND CONSTRUCTION & DEMOLITION DEBRIS MATERIAL DIRECTLY TO LANDFILL

City and County of San Francisco Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

Environment Code Chapter 7 Section 708(a)(3) states that a contractor is prohibited from sending any Construction & Demolition (C&D) debris material directly to a landfill without submitting a request to and receiving approval from the Department of the Environment. This request form must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible.

Section 1: Project Information		City Department:				
1. Project Name:		1	2. Project/Job Number:	3. Reporting Period:		
4. Project Street Address:			5. City & County (if not in SF	):		
6. Contractor's Company Name:						
7. Contractor's Address:		8. City, State	e, Zip Code:			
9. Contractor's Contact:		10. Contact's	s Title:			
11. Office Phone:	11. Office Phone: 12. Cell Phone:					
Section 2: Request Inform	ation					
15. Type of Request (please check):						
Initial Request. Submit to the C Department of Environment for review a	ity Representative with the Construction and possible approval.	on & Demolition	Debris Management Plan (CCI	OMP), and send a copy to the		
Request due to unforeseen circumstances occurring during the project affecting disposition of the material. Send to City Representative and to the Department of Environment for review and possible approval.						
16. Material Description:						
Type of Material:	Type of Material:					
Approximate Tons:						
Why can't this material be reused o	r recycled?					
What landfill do you intend to use (f	What landfill do you intend to use (Name & Location)					
17. Provide a comprehensive & detailed description of all efforts you (and/or your subcontractors) have made to find a location to take this material for reuse or recycling. List must include names and locations of all facilities contacted to take the material, name of person(s) you spoke with, date of conversation, and why the material was refused.  If the material was deemed hazardous after the project commenced, please provide official documentation from an independent professional (See Env Code Chapt 7, Sec 708(a)(6) for complete requirements). Attach an additional sheet if necessary.						

Provide information and attach documentation on how this material will be used be used for beneficial reuse, if possible, before any material is used as alternative dai as a last resort if necessary. Please include documentation such as a written statemed designated.  19. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STAINFORMATION IN ALL ATTACHMENTS ARE TRUE AND CORRECT AND THE MA	ly cover (ADC), and that material is used as landfill disposal only ent by the landfill operator that the material will be used as  TE OF CALIFORNIA THAT THE FOREGOING AND
REQUEST IS APPROVED.	TENIAL DESCRIBED WILL BE HANDLED AS NOTED IF THIS
Submitted by:	Title:
Signature:	
Submittal Instructions:	
Initial Request:  Submit completed and signed form to the City Representative with and send a copy to the Department of Environment for review and possible approval.  Request due to unforeseen circumstances occurring during the project affectin to City Representative and to the Department of Environment for review and possible Submit completed and signed form to: Department of the Environment, 1455 Market S Request. Or email: mary.williams@sfgov.org  For questions regarding completion of this request, please call the Department of the	g disposition of the material: Send completed and signed form approval.  St, Suite 1200, San Francisco, CA 94103. Attention: C&D Landfill Environment at (415) 355-3700.
DATE REQUEST RECEIVED	
APPROVED NOT APPROVED	DATE
COMMENTS	
NAMESIGNATURE	TITLE



Section 1: Project Information



#### **FORM B**

## REQUEST TO SEND CONSTRUCTION & DEMOLITION DEBRIS MATERIAL TO BIOMASS ENERGY GENERATION FACILITY

City and County of San Francisco Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

Environment Code Chapter 7 Section 708(a)(4) states that a contractor is prohibited from sending any Construction & Demolition (C&D) debris material directly to any facility that would incinerate such debris or otherwise process such debris using high temperature technology, unless the debris is used as boiler fuel in BioMass Energy Generation, which will only be allowed after the contractor has submitted a request to and received approval from the Department of the Environment. Types of material acceptable for BioMass Energy Generation are wood, wood chips, wood waste and tree and brush prunings. This request must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible.

**City Department:** 

1. Project Name:			2. Project/Job Number:	3. Reporting Period:		
4. Project Street Address:			5. City & County (if not in SF):			
6. Contractor's Company Name:						
7. Contractor's Address:		8. City, State	, Zip Code:			
9. Contractor's Contact:		10. Contact's	Title:			
11. Office Phone:	1. Office Phone: 12. Cell Phone: 13					
		1				
Section 2: Request Information	ation					
14. Material Description:						
Type of Material (wood, wood chips,	wood waste, tree or brush prunings):					
Approximate Tons:						
What facility do you intend to use (Name & Location)?						
Why can't this material be reused or recycled?						
15. Provide a comprehensive & detailed reuse or recycling. List must include na conversation, and why the material was	mes and locations of all facilities conta	acted to take the				

ubmitted by:	Title:	
ignature:	Date	:
bmittal Instructions:		
Ibmit completed and signed form to: Department of &D BioMass Energy Request. Or email: mary.will		uite 1200, San Francisco, CA 94103. Attention:
or questions regarding completion of this request, pl	lease call the Department of the Environ	ment at (415) 355-3700.
	FOR OFFICIAL CITY USE ONL	Y
DATE REQUEST RECEIVED		
APPROVED	NOT APPROVED	DATE
COMMENTS		







#### **CONSTRUCTION & DEMOLITION DEBRIS RECOVERY WORKSHEET**

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

Section 1: Project Information City			t:			
1. Project Name:			2. Project/Job Number:	3. Reporting Period:		
4. Project Street Address:			5. City & County (if not in SF):	1		
6. Contractor's Company	y Name:					
7. Contractor's Address:		8. City, State, Z	8. City, State, Zip Code:			
9. Contractor's Contact:		10. Contact's T	itle:			
11. Office Phone:	12. Cell Phone:	13. e-mail:				
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOLLOWING IS TRUE AND CORRECT. I AGREE TO USE THE FACILITIES AND TRANSPORTERS NAMED ON THE ORIGINAL PLAN, AND I UNDERSTAND I AM RESPONSIBLE FOR COMPLIANCE BY ALL SUBCONTRACTORS. IF CHANGES ARE NECESSARY TO THE ORIGINAL PLAN, WRITTEN APPROVAL MUST BE RECEIVED FROM CITY REPRESENTATIVE <b>BEFORE</b> CHANGE MAY COMMENCE (See "Request to Change Facilities or Transporters" Form).						
Submitted by:		Title:				
Signature: Date:						
	Construction & Demolition Debris Mana all Subcontractors)	gement Plan	(CDDMP)* (Include <u>esti</u>	mates from		
	Estimated Start Date:	E	Estimated End Date:			
	*Attach a brief description of how this jobsite will be managed to ensure compliance with all aspects of the plan by all persons working on the project					
	Summary of Diversion: Submitted with Progress Payment Application (Compile Diversion Data from all Subcontractors)					
	Reporting Period (mm/yy): Progress Payment No.:					
	Final Diversion Report (Compile Diversion Data for Entire Project)  Date Project Completed:					
City Representative R	· · · · · · · · · · · · · · · · · · ·					
I declare under Penalty	of Perjury under the Laws of the State of California the e that Contractor is in compliance with all Construction			n including supporting		
Signature:						

## <u>Instructions for Completing Section 2 on Page 2 - Debris Recovery Worksheet: (refer to Section 701 of Environment Code Chapter 7 for all definitions)</u>

- Contractor is responsible for preparing and submitting all C&D management plans & reports.
- Contractor shall compile data from all subcontractors into one plan/report.
- Column (a): Enter the appropriate Diversion Activity Code associated with the kind of material being handled and how the material is being processed.
- Column (b): Enter Total Tons of material for each type of material being diverted.
- Column (c): Enter Tons Recycled for each type of material being diverted.
- Column (d): Enter Tons Reused for each type of material being diverted.
- Column (e): Enter name of facility where material will be taken. If project is located in San Francisco, Mixed Debris must be taken to a Registered Facility authorized to process the material.
- Column (f): Enter name of Transporter hauling the material. If project is located in San Francisco, only Registered Transporters are authorized to haul Mixed Debris.
- Line (g) below worksheet: Calculate Diversion Rate per formulas provided & instructions.
- Submit completed form to City Representative for review and approval.

Project/Job Number:	Reporting Period:	Progress Pmt. Number:				
Section 2: Debris Recovery Worksheet						

IMPORTANT: HAZARDOUS MATERIAL OR U-WASTE IS SUMMARIZED SEPARATELY FROM THIS REPORT. ATTACH A SEPARATE LIST OF THESE MATERIALS, DISPOSAL PLANS & PROFESSIONAL WASTE DETERMINATION. DO NOT INCLUDE ANY HAZARDOUS MATERIALS AND UNIVERSAL WASTE ON THIS WORKSHEET,

#### **Diversion Activity Codes:**

- 1 Recycling source-separated materials at a recycling facility.
  2 On-site concrete or asphalt crushing for use on site.
- 3 Recycling of mixed C&D debris.

- Reuse of salvageable items.
- 5 Reuse of soil or dirt on site.
- 6 Reuse of dirt or mixed inerts for landfill construction.
- 7 Other diversion please describe:

#### WORKSHEET

			WORK	JIILL I			
Type of Material	Diversion Activity Code	Total Tons	Tons Recycled	Tons Reused	Facility Used*	Transporter*	Balance from Original Plan
	(a)	(b)	(c)	(d)	(e)	(f)	
MIXED C&D DEBRIS*	3	(A)					
SOURCE SEPARATED MAT	ERIALS		'	'			
Asphalt							
Acoustical Ceiling Tiles							
Bricks, Granite, Finished Stone							
Carpet & Padding							
Concrete							
Corrugated Cardboard							
Dimensional Lumber & Beams							
Fixtures, Hardware, Doors, Windows							
Metal							
Mixed Inerts							
Rigid Plastic							
Soil/dirt/rock							
Trees, Landscape Debris, Wood Scraps							
Wallboard, Gypsum Sheet Rock							
Other:							
Sub-Totals (source separa	ited)	(B)	(C)	(D)	·	Rate Calculation	
Total (E = A + B	3)	(E)			Projects in S Outside SF:	SF: [C+D+(A×0.65* C+D+(A×	
(g) [+	+(	(A) (Rate)*	_*)] =	÷=	=x 100	= DIVERSION RA	ΓE %

\* For projects located in San Francisco: Mixed C&D Debris must be taken to a Registered Facility authorized to process the material, and it must be hauled by a Registered Transporter (lists available at sfenvironment.org/c&d); diversion rate for Registered Facilities is 65%. For projects outside SF: the diversion rate for Mixed C&D Debris is 65% if taken to one of our Registered Facilities; if taken to a non-registered facility check with local jurisdiction for that facility's recycling rate. ATTACH OFFICIAL DOCUMENTATION FROM LOCAL JURISDICTION. If a facility does not have a local approved recycling rate, the diversion rate is calculated as zero.



**Section 1: Project Information** 

1. Project Name:



3. Reporting Period:

# FORM D REQUEST TO CHANGE FACILITIES OR TRANSPORTERS APPROVED ON CONSTRUCTION & DEMOLITION DEBRIS MANAGEMENT PLAN

City and County of San Francisco
Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

If an unforeseen circumstance requires a change to the Facilities or Transporters named and approved on the original Construction & Demolition Debris Management Plan (CDDMP), the Contractor may use this form to submit a written request to the City Representative <u>for approval prior to</u> the change being made.

**City Department** 

2. Project/Job Number:

4. Project Street Address:			5. City & County (if not in SF):		
6. Contractor's Company Name:		<u>'</u>			
7. Contractor's Address:		8. City, State,	Zip Code:		
9. Contractor's Contact:		10. Contact's	Title:		
11. Office Phone:	12. Cell Phone: 13. e-mail:				
	NOT DECUEST				
Section 2: FACILITY CHA	NGE REQUEST				
From original, approved plan:					
Name of facility	Type of materia	l	Approximate tons		
New Facility Requested:					
Name of facility	Location	Approximate tons			
Please explain why this change may be necessary. Use an additional sheet if necessary. If material has been determined to be hazardous, please attach written determination or other verification from an independent professional.					
attach whiten determination of other ve	illication from an independent profession	ла.			
Section 3: TRANSPORTER	CHANGE REQUEST				
From original, approved plan:					
Name of TransporterMaterial hauled		auled	Approximate tons		
New Transporter Requested:					
Name of CompanyMaterial hauled_			Approximate tons		
Please explain why this change may be	necessary. Use an additional sheet i	if necessary.			

(PLEASE COMPLETE THE BACK PAGE OF THIS REQUEST)

TRANSPORTERS NAMED.	RUE AND CORRECT. IF THIS REQUEST IS APPROVE	DIAGNEE TO USE THE NEW FACILITIES AND/ON
Submitted by:		_ Title:
Signature:		Date:
Submittal Instructions:		
	ve for review and approval. A copy should be sent to the mail to <a href="mailto:mary.williams@sfgov.org">mary.williams@sfgov.org</a> .	e Department of Environment at 1455 Market Street, Suite 1200,
For questions regarding comple	etion of this request, please call the Department of the Env	vironment at (415) 355-3700.
	FOR OFFICIAL CITY USE	ONLY
DATE REQUEST RECEIVED	)	
APPROVED	NOT APPROVED	DATE
COMMENTS		
NAME	SIGNATURE	TITLE





# FORM E CONSTRUCTION & DEMOLITION DEBRIS MATERIAL CONVERSION RATES (CUBIC YARDS TO TONS)

City and County of San Francisco Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

**IMPORTANT**: The weights shown are in POUNDS, and they need to be **converted to TONS** for use on the waste management report.

2000 pounds = 1 ton

<u>Material</u>	Size/Amount	Weight/POUNDS
Asphalt/paving, crushed	1 cubic yard	1,380
Brick	1 cubic yard	3,024
Concrete	1 cubic yard	1,855
Dirt	1 cubic yard	2,052
Gravel	1 cubic yard	2,565
Greenwaste - large limbs, stumps	1 cubic yard	1,080
Greenwaste - prunings	1 cubic yard	46.69
Metal, aluminum scrap	1 cubic yard	175
Metal, brass	1 cubic yard	906.43
Metal, copper	1 cubic yard	1,093.52
Metal, ferrous, scrap	1 cubic yard	906
Metal, steel	1 cubic yard	1,620
Mixed C&D Debris	1 cubic yard	400
Mixed inerts	1 cubic yard	2,000
OCC (Cardboard), flattened, uncompacted	1 cubic yard	100
Pallets	1 each 48"x48"	40
Rock	1 cubic yard	2,570
Sand	1 cubic yard	2,441
Wallboard -sheetrock scrap	1 cubic yard	393.5
Wood, scrap	1 cubic yard	329.5

For additional information, visit <a href="http://www.calrecycle.ca.gov/LGCentral/Library/DSG/ApndxI.htm">http://www.calrecycle.ca.gov/LGCentral/Library/DSG/ApndxI.htm</a> & CLICK ON CONVERSION FACTOR TABLES AT BOTTOM OF PAGE.

#### **SECTION 01 77 00**

#### **CLOSEOUT PROCEDURES**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes procedures and requirements for Contract Closeout.
- B. Related Sections:
  - 1. Section 00 73 02 Contract Time and Liquidated Damages
  - 2. Section 01 45 00 Quality Control
  - 3. Section 01 50 00 Temporary Facilities and Controls
  - 4. Section 01 78 23 Operation and Maintenance Data
  - 5. Section 01 78 36 Warranties
  - 6. Section 01 78 39 Project Record Documents

#### 1.2 PROCEDURES

#### A. Close-out Meeting:

- 1. The Contractor shall submit all outstanding change orders, claims, and time extension requests by the final date as required by the City Representative before the Work is 95% complete.
- 2. Prior to Substantial Completion, the City Representative will schedule a closeout meeting with the Contractor, Architects or City Representatives and consultants to determine the status of completion.
- 3. The Contractor shall attend the Close-out meeting scheduled by the City Representative to discuss the close-out procedure and responsibilities of the Contractor and the City.
- 4. The City Representative will prepare a list of actions which are still open or pending that need to be resolved during the close-out period. Such actions may include, but are not necessarily limited to, equipment testing, operator training, record documents, final inspection, administrative activities, and documentation of final quantities and force account work.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Prerequisites to Substantial Completion:
  - 1. Submit to the City Representative with the application for payment just before Substantial Completion, a statement of all Change Orders, Modifications, claims, and time extension requests.
  - 2. Verify that the following administrative closeout submittals have been received by the City, if applicable:
    - a. Project Record Documents and approved shop drawings, product data, and samples as specified in Section 01 78 39.
    - b. Warranties as specified in Section 01 78 36.
    - c. Keys and keying schedule.
    - d. Spare parts and materials extra stock.
    - e. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction.
    - f. Comply with requirements listed in Section 00 73 00, amendments to definitions of Substantial Completion and/or Final Completion, as applicable.

- 3. Advise the City Representative of pending insurance change-over requirements.
- 4. Submit to the City Representative written certification that the Contract Documents have been reviewed, Work has been inspected, the Work is complete, including start-up, testing, adjusting, and balancing of equipment and systems, and conforms to the requirements of the Contract Documents.
- At no additional cost to the City, restore and replace, as specified and as determined by the City, material and finishes damaged due to the performance of the Work.
- 6. Restoration or replacement shall be equal quality and match the appearance of the existing Work.

#### B. Substantial Completion Inspection:

- 1. Notify the City Representative in writing that the Work is substantially complete and ready for inspection.
- 2. Upon receipt of Contractor's written notice, the City Representative will make an inspection to determine the status of completion.
- Should the City Representative determine that the Work is not substantially complete; the City Representative will so notify Contractor with a deficiency list of all items that shall be completed before the City considers the Work substantially complete.
  - a. Remedy all deficiencies as identified and notify the City Representative, in writing, when the Work is ready for re-inspection.
  - b. Failure to complete this requirement within the time allowed for substantial completion will result in liquidated damages being assessed.
- 4. The Contractor shall verify that the Work is complete, including but not necessarily limited to, the items required for Substantial Completion.
- 5. If the City Representative concurs that the Work is substantially complete, the City Representative will prepare a Notice of Substantial Completion, and arrange for a punch list inspection by the City's design and maintenance staff, and/or consultants.
  - a. If the Work is not substantially complete, the City Representative will follow the same procedure as for the first inspection, and Contractor shall reimburse the City for all additional re-inspection costs, including but not limited to costs incurred by City staff or for additional consultant visits.
- C. Partial Use or Occupancy of Work: When partial utilization of the Work is required and substantial completion is a condition of such partial utilization, the applicable requirements specified in this Section shall apply to the part of Work to be utilized.

#### 1.4 FINAL ACCEPTANCE

- A. Prerequisites for Final Acceptance:
  - 1. At no additional cost to the City, perform all remedial work noted on the punch list before requesting a final inspection and acceptance.
  - 2. Coordinate the performance of remedial work with the City Representative to cause minimal inconvenience and interruption of the City's operations.
  - 3. Perform final cleaning as specified in this Section. Remove protective coverings and similar items.
  - 4. Remove all temporary controls, utilities, facilities, signage, field offices and sheds.
  - 5. Submit consent of surety to final payment.
  - 6. Submit a certified copy of the City Representative's punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the City.
  - 7. Failure to complete all remedial work and prerequisites for final inspection within the time allowed after the date of Final Completion as specified in the Supplementary Conditions will result in liquidated damages being assessed.

- B. Final Inspection:
  - 1. Notify the City in writing that all punch list items of remedial work have been completed and the Work is ready for final inspection.
  - 2. The City Representative will make an inspection to verify the status of completion.
  - 3. Should the City Representative determine that the Work is not complete or is defective, the City Representative will so notify Contractor, in writing, listing remaining incomplete or defective work.
    - a. Promptly complete the remaining deficiencies and notify the City Representative, in writing, when ready for re-inspection.
    - b. If the City Representative finds the Work is still not complete, Contractor shall be responsible for all subsequent re-inspection and meeting costs incurred by the City to resolve the remaining issues. Such costs will be deducted from progress payments owed to Contractor.
  - 4. When the City Representative determines that the Work is acceptable under the Contract Documents and Contractor has made all required closeout submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion.
- C. Prior to the final acceptance, the City Representative shall be furnished with the following administrative close-out submittals:
  - 1. Project Record Documents as specified in Section 01 78 39;
  - 2. Warranties as specified in Section 01 78 36;
  - 3. Keys and keying schedule;
  - 4. Spare parts and materials extra stock;
  - 5. Operations and Maintenance Manuals;
  - 6. Relevant Test Reports;
  - 7. Sewer video records:
  - 8. Notice to Utilities for completed paving;
  - 9. Third Party Final Inspection and Sign-Offs (if applicable);
  - 10. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction;
  - 11. C&D Management Report as specified in Section 01 74 50;
  - 12. Evidence of Payment and Release of Liens; and
  - 13. Comply with all mobilization requirements as specified in Section 01 21 50.
- D. Submittals for final adjustment of accounts shall include, but not necessarily be limited to:
  - Request for Final Payment: and
  - 2. Final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price for all force account work and extra payments.
- E. All prior estimates and payments shall be subject to correction in the final estimate and payment.
- 1.5 FINAL CLEANING
  - A. Final acceptance of the by the City will be withheld until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
  - B. Should the City elect to partially occupy or use portions of the Work prior to Completion, perform final cleaning for those portions of the Work prior to their being so occupied or used.
  - C. Comply with applicable regulatory requirements during cleaning and disposal operations.

    Use cleaning materials which will not create hazards to health or property or cause damage to products or Work.

- D. Use only cleaning materials and methods which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.
- E. Completely clean the work site including the adjacent sidewalks and street from property line to property line.
- F. Schedule final cleaning operations to prevent resulting dust and other contaminants from adhering to wet or newly finished surfaces and to enable the City Representative to accept a completely clean work.
- G. See additional cleaning requirements specified in Section 01 50 00 Temporary Facilities and Controls.

#### 1.6 PROJECT RECORD DOCUMENTS

A. Submit the final approved Project Record Drawings to the City Representative prior to final acceptance. Refer to Section 01 78 39 - Project Record Documents.

#### 1.7 OPERATOR INSTRUCTION

- A. Refer to individual Specification Sections for specific requirements for equipment and systems demonstration and safety, operations, and maintenance training.
- B. Where specified in the individual Specification Sections, furnish qualified personnel and coordinate scheduling for on-site instruction of the City's operating and maintenance personnel.

#### 1.8 FINAL PAYMENT

- A. Prior to the final payment, the Contractor shall:
  - 1. Submit CMD Forms 7, 8, and 9
  - 2. Reconcile any outstanding payroll issues with the Office of Labor Standards Enforcement (OLSE).
  - 3. Reconcile any outstanding local hire issues with Office of Economic and Workforce Development (OEWD).

#### 1.9 RELEASE OF LIENS OR CLAIMS

- A. Before the City issues final payment to Contractor, Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.
- B. If any liens or claims remain unsatisfied after all payments to Contractor have been made, Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.
- C. Refer to Section 01 77 13 Appendix A: Waiver and Release of Claims on Final Payment form.

#### PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

#### SECTION 01 77 13 - APPENDIX A

#### WAIVER AND RELEASE OF CLAIMS ON FINAL PAYMENT FORM

Date:			_		
Re:	Contract N	lo.:			
	Project Tit	le:			
	Waiver an	d Release of (	Claims		
Consi	stent with Ca	lifornia Public (	Contract Code Section	7100, the undersign	ed Contractor,
			(CONTRACTO	DR NAME)	
of			(CONTRACTOR A	DDRESS)	
having	g completed v	work on the sul	oject Contract and Proj	ect Title, hereby rele	eases and forever discharges
the Ci	ty and Count	y of San Franc	isco, its officers, agents	s, employees, author	rized representatives,
assigr	nees, and trai	nsferees from a	any and all liabilities, cl	aims, obligations, de	emands, actions or causes of
action	, and claims	arising under tl	nis contract of whateve	r kind or nature, kno	wn or unknown, which have
arisen	or are in any	way concerne	ed with the work under	the Contract and Pro	oject Title, about which the
Contra	actor knows o	or should have	known except for the	Disputed Claims as I	isted below.
	•	•	(the "Disputed Claims"	') and are specifically	y excluded from the
opera	tion of this W	aiver and Rele	ase:		
Cont	tract Claim No.	Date Submitted	Description	n of Claim	Amount of Claim
Guara	antees and wa	arranties for W	ork, and any other con	inuing obligation of (	Contractor, shall remain in
			the Contract Docume		,
Sig	nature of Auth	orized Represen	tative		
Prir	nt Name of Aut	thorized Represe	entative		
Pos	sition			Date	

#### **SECTION 01 78 23**

#### OPERATION AND MAINTENANCE DATA

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

A. Requirements and formats for Operation and Maintenance Data Manual (O&M).

#### 1.2 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures
- B. Section 01 77 00 Closeout Procedures
- C. Section 01 78 36 Warranties

#### 1.3 OPERATION AND MAINTENANCE DATA REQUIREMENTS

- A. The Contractor shall submit in the format specified herein, a complete package for Operation and Maintenance Data (O&M Manual), to include instruction manuals for installation, operation, maintenance, and lubrication requirements for each component of mechanical, electrical, irrigation equipment, or other equipment and systems.
- B. The Contractor shall inform all equipment manufacturers and subcontractors of these requirements and ensure that all associated costs are included in the costs for furnishing the equipment or system.
- C. The Contractor shall submit plan view drawings to scale to show the as-built layout of work for irrigation work, mechanical, work, electrical work and/or as required by specifications.

#### 1.4 SUBMITTAL AND SCHEDULING REQUIREMENTS

- A. <u>Schedule Requirements</u>: The Contractor shall include in the submittal schedule each submittal listed herein in accordance with Section 01 33 00, paragraph 1.4.
- B. <u>Preliminary Submittal</u>: The Contractor shall submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. City Representative will review draft and return one copy with comments, in accordance with Section 01 33 00.
- C. <u>Substantial Completion Submittal</u>: The Contractor shall submit two copies of final O&M manual of the hard copy and the electronic copy as described herein. City Representative will review draft and return one copy with comments, in accordance with Section 01 33 00.
- D. <u>Final Completion Submittal</u>: As a requirement of the project closeout and prior to request for final payment, the Contractor shall submit approved 6 copies of the O & M manual 15 days prior to Final Completion, as described herein.

#### 1.5 ELECTRONIC FORMAT

#### A. O & M Manual Text and Manufacturers Data

- 1. Prepare data in the form of an instructional manual.
- Scan material as required into a PDF file format, to a minimum of 400 DPI and save to CD or DVD.
- 3. Organize data on a disk, in a manner similar to the hard copy of a binder, using a table of contents and folders for each component of mechanical, electrical, irrigation equipment, or other equipment and systems. Organize information related to each component within that folder.
- 4. The CD shall be placed in a jewel case with a label indicating Project Name, Contract Number, "Operations and Data Manual 1 OF X", and Date.
- The Contractor shall submit (6) copies of the CD/DVD and originals as part of Closeout procedures as specified in Section 01 77 00.

#### B. O & M Manual drawings and/or diagrams

- 1. Each drawing shall be color scanned, 400 DPI, and saved to a CD.
- Each pdf file shall be numbered with prefix "SHT-01-" followed by the drawing number.
- 3. The CD shall be placed in a jewel case with a label indicating Project Name, Contract Number, "Operations and Data Manual 2 OF X", and Date.
- 4. The Contractor shall submit (6) copies of the CD and original drawings as part of Closeout procedures as specified in Section 01 77 00.

#### 1.6 HARD COPY FORMAT

#### A. O & M Manual Text and Manufacturers Data

- 1. Prepare data in the form of an instructional manual.
- 2. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
- 4. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- 5. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- 6. Text: Manufacturer's printed data, or typewritten data on white bond paper.
- 7. The Contractor shall submit (6) copies of the binders and originals as part of Closeout procedures as specified in Section 01 77 00.

#### B. O & M Manual Text As built drawings and/or diagrams

- 1. Submit copies of each drawing.
- Drawings shall be printed on bond paper, in full color to scale and shall be folded and included with sleeved folder in binder.
- 3. The Contractor shall submit (6) copies of the binders and originals as part of Closeout procedures as specified in Section 01 77 00.

#### 1.7 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, sub consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet clearly to identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Type Text: As required to supplement product data.
- F. Warranties: Bind in a hard copy of each and scan a pdf for the electronic format, refer to Section 01 78 36.
- G. Each instruction manual shall include, but not be limited to, the following:
  - 1. Detailed description of the function of each principal component of the system
  - 2. Performance and nameplate data
  - Installation instructions
  - 4. Procedure for start-up and break-in
  - 5. Proper adjustment
  - 6. Test procedures
  - 7. Procedure for operating
  - 8. Shutdown instructions
  - 9. Emergency operating instructions and troubleshooting guide
  - 10. Safety precautions
  - 11. Complete nomenclature and commercial number of replaceable parts.
  - 12. Panel board Circuit Directories: Provide electrical service characteristics, controls, and communications.
  - 13. Include color coded wiring diagrams as installed.
  - 14. Maintenance Requirements: Include routine procedures and guide for disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  - 15. Provide servicing and lubrication schedule, and list of lubricants required.
  - 16. Include written sequence of operation by controls manufacturer.
  - 17. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  - 18. Provide control diagrams by controls manufacturer as installed.
  - 19. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
  - 20. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
  - 21. Include test and balancing reports as specified in Technical Sections.
  - 22. Additional Requirements: As specified in individual product specification Sections.
  - 23. Provide a listing in Table of Contents for design data, with tabbed fly sheet and

space for insertion of data.

#### 1.8 INSTRUCTION OF CITY PERSONNEL

- A. Before final inspection, provide detailed instructions to the City's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Sales representatives shall not conduct the training sessions. Submit a brief description of the qualifications of the manufacturer's representative designated to conduct this training. The manufacturer's representative shall be a factory trained or manufacturer's certified individual with substantial experience in the repair and servicing of the equipment to be covered during the training session.
- C. The City shall receive a six hundred (\$600.00) dollar per day credit from the Contractor for any training that is not conducted in accordance with the requirements of Paragraph A above or as required in the individual technical specification sections. The Contractor and the City Representative will jointly verify that the required training is conducted.
- For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. The training shall cover a thorough discussion of the O&M manual. The training shall include but not be limited to, operation and maintenance of the specific equipment and systems installed, telltale signs of equipment malfunctioning and their solutions, other pertinent topics that relate to optimum system operation and energy conservation.
- G. Prepare and insert additional data in Operation and Maintenance manual when need for such data becomes apparent during instruction.
- H. System Familiarization Training shall follow the outline below:
  - 1. Show location of catalogs, parts lists, drawings and other pertinent material in the part files and O&M manuals.
  - 2. Check out the installation of the specific equipment items.
  - 3. Demonstrate the unit and show that all parts of the Specifications are met.
  - 4. Answer questions.
- I. Safety Training shall cover the following:
  - 1. Point out safety references.
  - 2. Discuss proper precautions around equipment.
- J. Operational Training shall cover the following:
  - 1. Point out reference literature.
  - 2. Explain all modes of operation, including emergency.
  - 3. Check out operators in proper use of the equipment.
- K. Preventive Maintenance (PM) Training shall cover the following items:
  - 1. Pass out PM list including:
    - a. Reference material.
    - b. Daily, weekly, monthly, quarterly, semi-annual, and annual maintenance and inspection procedures.
  - 2. Show how to perform PM jobs.

- 3. Show operators what to look for as indicators of equipment problems.
- L. Corrective Maintenance Training shall cover the following items:
  - 1. List possible problems.
  - 2. Discuss repairs--point out special problems.
  - 3. Open up equipment and demonstrate procedures, where practical.
- M. Availability of Parts, Outside Service and Manufacturer's Representative
  - 1. Show how to use parts list and order parts.
  - 2. Where to order parts: Name, address, telephone.
  - 3. Check over spare parts on hand. Make recommendations for additional spare parts needed. Sign off their acceptance of the spare parts in the presence of the City's representative.
  - 4. How to get emergency service help.

#### 1.9 TRAINING SCHEDULES AND PROCEDURE

- A. The Contractor shall designate and provide one or more persons to be responsible for coordinating and expediting Contractor's training duties. The person or persons shall be present at all training coordination meetings with the City.
- B. The Contractor shall submit to the City a Training Schedule, to be used by the City for scheduling the training of City operating personnel by equipment manufacturers. This schedule shall list the estimated completion dates for the installation of all equipment and systems requiring the services of manufacturers' representatives, as stated in the Technical Specifications.
- C. The Contractor shall coordinate the pre-startup training periods with City operating personnel and manufacturers' representatives. All pre-startup training shall be completed 14 days prior to actual Startup. Training services shall be at such times as requested by the City.
- D. The City reserves the right to make video recordings of any of the manufacturer's training sessions for use in ongoing training programs.
- E. Where post-startup training is called for in the Technical Specifications, the Contractor shall supply and coordinate the specified manufacturers' services and Contractor personnel for post-startup training of the City's operating personnel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

#### **SECTION 01 78 36**

#### **WARRANTIES**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Requirements.
  - 2. Submittal Requirements.
  - 3. Quality Assurance.
  - 4. Warranty conditions.
  - 5. Form of Guarantee/Warranty.

#### B. Related Sections:

- Section 00 72 00 General Conditions:
  - (a) Paragraph 8.03, Correction of Non-Conforming Work;
  - (b) Paragraph 8.04, Correction Period;
  - (c) Paragraph 8.05, Acceptance of Non-Conforming Work;
  - (d) Paragraph 9.07, Partial Utilization.
- 2. Section 01 77 00 Contract Closeout.
- Individual Specifications Sections: Warranties required for specific products or Work.

#### 1.2 REQUIREMENTS

- A. Except as otherwise specified in the individual Specification sections, guarantee/warranty the Work against defects in materials and workmanship for 24 months from the date of the Substantial Completion Certificate issued by the City.
  - Upon receipt of written notification by the City Representative, guarantee/warranty the Work, or portions thereof, which are used or occupied by the City before final acceptance from the date of beneficial use or occupancy.
- B. Comply with the guarantee/warranty requirements as specified in the individual Specification sections.
- C. Submit executed guarantees/warranties to the City for review. Deliver them to the City upon Substantial Completion.
- D. These warranties shall be in addition to and not a limitation of other rights the City may have under the Contract and which may be prescribed by law, regardless of the wording of manufacturer's standard warranty.

#### 1.3 SUBMITTAL REQUIREMENTS

- A. Refer to Section 01 78 23 for submittal requirements regarding quantity and format.
- B. Warranties will be included with Operations and Maintenance manuals, in the hard copy and electronic copy.

#### 1.4 QUALITY ASSURANCE

A. Obtain guarantees/warranties, in duplicate, executed by Contractor and subcontractor or installer responsible for that portion of the Work and countersigned by the manufacturer.

- B. Verify that documents are in proper form, contain complete information, and are notarized if warranties are extended beyond the Manufacturers normal warranty period of TWO years.
- C. Co-execute submittals when required. Acceptance of manufacturer's guarantees/warranties by the City shall not be construed to limit the City's recourse to Contractor for correction of defects under the law and in accordance with the General Conditions.

#### 1.5 WARRANTY CONDITIONS

- A. Contractor shall warrant that work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, material, installation, design furnished, or workmanship furnished by Contractor, or any of its subcontractors or suppliers. SUCH WARRANTY SHALL CONTINUE IN EFFECT FOR 24 MONTHS FROM THE DATE OF APPROVAL OF THE CONTRACTOR'S APPLICATION FOR SUBSTANTIAL COMPLETION BY THE CITY except where detailed specifications for certain materials, equipment or systems require longer warranty periods.
- B. Warranties are not intended to cover failures which result from the following:
  - 1. Unusual or abnormal phenomena of the elements.
  - 2. The City's misuse, maltreatment, or improper maintenance of the Work.
  - 3. Insurrection or acts of aggression including war.
- C. Promptly after receipt of written notice from the City, remove, replace, or correct Work, or portion thereof, which is damaged or found to be defective and not in accordance with the Contract.
  - The City may proceed with the correction work at Contractor's expense if Contractor does not proceed with the corrective work within a reasonable time fixed by written notice from the City, the City may proceed with the work at the expense of the Contractor.
  - 2. The City reserves the right to remove and store or dispose of defective equipment or material at Contractor's expense.
  - 3. If Contractor does not pay the costs of such removal and storage within ten days thereafter, the City may, upon ten additional days written notice, sell such defective items and shall account for the net proceeds after deducting all the costs that should have been borne by the City, including compensation for City Representative's additional services.

If the proceeds from the sale are insufficient to cover all amounts chargeable to Contractor, Contractor shall pay the difference to the City.

#### 1.6 FORM OF GUARANTEE/WARRANTY

A. For equipment or components of equipment put into service for the City's benefit during the progress of the Work:

(Letterhead of Company)		
We (name of Contractor), agree to maintain and repair as recommended by equipment and system manufacturers, any such equipment and systems which have been beneficially used by San Francisco City personnel prior to the approval of Contractor's Application For Substantial Completion.		
Owner: <department>, City and County of San Francisco.</department>		
Location of Equipment: <address>, San Francisco, California.</address>		
This guarantee is effective this day of, 20 until the date of City Approval of Contractor's Application for Final Payment.		
Signed:(Name of Contractor)		
By:		
Contractor's Telephone No		

B. For guarantee/warranty of the entire Work against defects in materials and workmanship for the period of warranty after the Notice of Substantial Completion:

GUARANTEE/WARRANTY FORM		
for		
<project name=""></project>		
<contract no.=""></contract>		
GUARANTEE/WARRANTY for We hereby guarantee/warrant that the which we have provided in the has been completed in accordance with the requirements of Specification Section and the other Contract Documents.		
We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 24 months from the date of Substantial Completion of the above named Project; and we also agree to repair any and all damages resulting from such defects, all without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.		
In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified in writing by the City, we collectively or separately do hereby authorize the City to proceed to have such defective Work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.		
SignedDate		
(Include Contractor's name, address, and license number)		
CountersignedDate		
(City Representative)		
Substantial Completion was granted by the City on		

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

#### **SECTION 01 78 39**

#### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for maintenance and submittal of Project Record Drawings and As-Builts.
- B. Related Sections:
  - 1. Section 01 20 00 Price and Payment Procedures
  - 2. Section 01 33 00 Submittal Procedures
  - 3. Section 01 77 00 Closeout Procedures

#### 1.2 REQUIREMENTS

- A. Keep an accurately marked, up-to-date set Record Drawings for the work actually installed. Accurately indicate on Record Drawings all site conditions, locations of utilities, work scope changes, changes in dimensions, locations, and elevations of the work, and changes in details as specified herein and as approved by the City Representative. Contractor shall keep the Record Drawings current as the work is performed.
  - 1. Record Drawings shall be subject to inspection and approval by the City Representative at any time within the duration of the Contract.
  - 2. Such review by the City Representative shall not relieve Contractor of its responsibility for keeping the Record Drawings current and complete.
- B. If the Record Drawings are not kept current, or are not furnished as specified in Price and Payment Procedures Section, then progress payments, and if necessary, final payment will be withheld. Furnishing of Record Drawings shall be done as incidental work.
- C. Prior to acceptance of the work, furnish to the City Representative the Final Record Drawings, or As-Builts, showing all changes in the Contract Drawings neatly in red ink and certified by the City Representative.

#### 1.3 QUALITY ASSURANCE

- A. The City Representative will provide Contractor with a set of base drawings, or conformed prints, if any, with "Record Drawings" stamp for the City inspector's certification of corrections.
- B. Delegate responsibility for maintenance, coordination, and accuracy of the Record Drawings to one person on Contractor's staff.
- C. Record all changes and work progress on the stamped Record Drawings which will be inspected monthly by the City Representative.
- D. Accuracy of Record Drawings shall be such that future searches for items shown on the Contract Documents may rely on information obtained from the approved Record Drawings.
- E. The City Representative will check, initial, and date the Record Drawings upon submittal with Progress Payments to verify the accuracy and completeness of the recorded changes.

F. The City Representative will sign the corrected Record Drawings to indicate that he or she has reviewed the corrections for completeness.

#### PART 2 - PRODUCTS

#### 2.1 RECORD DOCUMENTS

A. Promptly following receipt of the Notice to Proceed, secure from the City Representative the number of copies of Contract Documents as specified in Section 00 73 00, including a full-size set of the Base Contract Drawings to be used as Project Record Drawings or As-Built Drawings.

#### PART 3 - EXECUTION

#### 3.1 MAINTENANCE OF RECORD DRAWINGS

- A. Store Record Drawings apart from documents used for performing the work; keep in a dry, legible condition, and in good order. Label each document "RECORD DRAWINGS JOB SET" in large, neatly printed letters. Do not use Record Drawings for construction at the job site.
- B. Record neatly on the Record Drawings all changes made by clarifications, Change Orders, Requests for Information, and other Modifications to the Contract Documents; and changes to reflect the actual existing conditions and utility locations references to permanent accessible features of work
  - 1. Clearly describe changes on Record Drawings by note as required.
  - 2. Date all entries, calling attention to the entry by a "cloud" drawn around the area or areas affected.
  - 3. Record in each Specification Section the manufacturer, trade name, catalog number, and supplier of each product and equipment item incorporated into the Work.
- C. Furnish a copy of the final shop drawings which have been updated to show actual conditions. Furnish additional drawings as necessary to record deviations from the sizes, locations, and other features of the work and to locate piping, conduit, ductwork, and similar elements of utility installations by dimensions referenced to permanent accessible features of the work.
- D. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of conduits, circuits, piping, ducts, and similar items which are shown schematically on the Contract Drawings but where the final physical arrangement is determined by Contractor, subject to the City Representative's approval.
  - 1. The City Representative will issue a written waiver of the requirements for conversion of schematic layouts where, in the City Representative's judgment, such conversion serves no useful purpose.
- E. Keep Record Drawings up to date during the entire progress of the work, and submit to the City with Progress Payments as specified in Application for Payments Section.

  Updates shall be accurate and current and be done at the time work is performed.

#### 3.2 CHANGE ORDER DRAWINGS

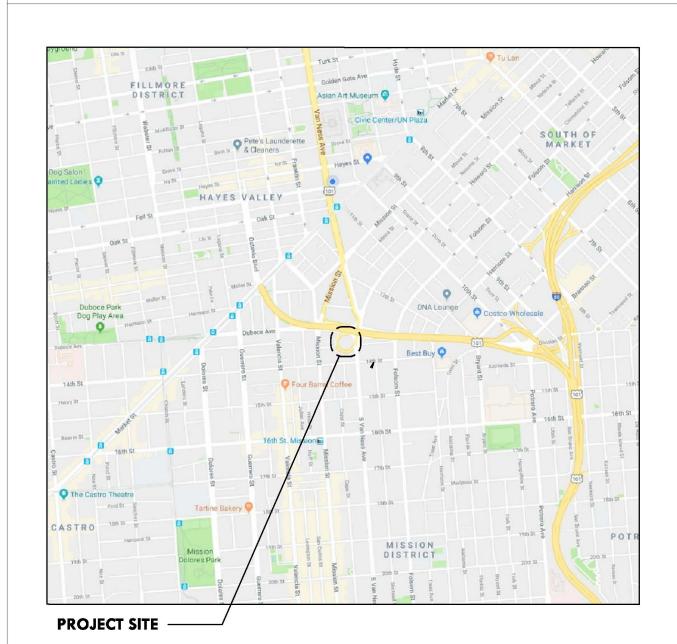
- A. The City will issue to the Contractor one set of drawings, if any, associated with change orders issued. The Contractor shall be responsible for reproducing sufficient copies of the drawings for its subcontractors.
- B. The Contractor shall also update and include the revised or newly issued drawings as part of the Record Drawings. The work of reproducing and issuing change order drawings and updating of Record Drawings shall be done as incidental work.

#### 3.3 AS-BUILT DRAWINGS

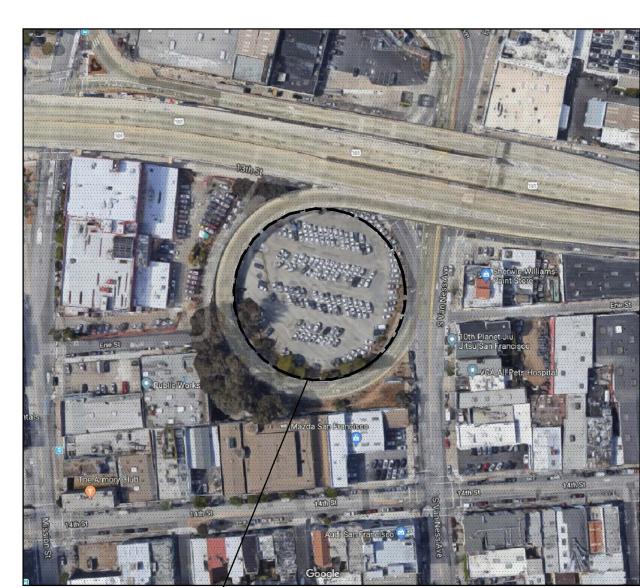
- A. Contractor shall prepare a separate set of As-Built drawings that will show the final completed work based on the Record Drawings. Prior to start of transfer of recorded data thereto, secure the City Representative's approval of the Record Drawings.
- B. Carefully transfer changed data shown on the job set of Record Drawings to the corresponding drawings, coordinating the changes as required.
- C. Make changes in red pencil neatly, legibly, correctly and consistently.
- Sign and date the completed As-Built Drawings and submit them to the City Representative for review prior to final payment as specified in Section 01 77 00 – Closeout Procedures.
- E. If the As-Built Drawings are not approved by the City Representative, Contractor shall make necessary revisions and submit a revised set of As-Built Drawings to the City Representative.
- F. Upon receiving approval of as-built drawings and prior to final payment, the Contractor shall have the final set scanned as follows:
  - 1. Each drawing shall be color scanned, 400 DPI, and saved to a CD;
  - 2. Each pdf file shall be numbered with prefix "SHT-01-" followed by the drawing number:
  - 3. The CD shall be placed in a jewel case with a label indicating project name, contract number, "As-Built Drawings", and date;
  - 4. The contractor shall submit (6) copies of the CD and originals as part of Closeout procedures as specified in Section 01 77 00.
- G. Furnishing of the final approved Project Record Drawings, including required revisions and resubmittal, shall be done as Incidental Work.
- H. If the As-Built Drawings are not furnished when specified, the final payment will be withheld.

**END OF SECTION** 

#### SITE MAP



#### **VICINITY MAP**



**PROJECT SITE** 

#### PROJECT DATA

**PROJECT NAME: ADDRESS:** 

DIVISION CIRCLE NAVIGATION CENTER SOUTH VAN NESS AVE. AND 13TH ST. SAN FRANCISCO, CA 94103

**OCCUPANCY:** 

TYPE OF CONSTRUCTION: TYPE V-A

**APPLICABLE BUILDING CODES:** 

2013 CALIFORNIA BUILDING CODE (CBC)

WITH SAN FRANCISCO AMENDMENTS, PART 2, TITLE 24, CCR

2013 CALIFORNIA ELECTRICAL CODE (CEC)

WITH SAN FRANCISCO AMENDMENTS, PART 3, TITLE 24, CCR 2013 CALIFORNIA PLUMBING CODE (CPC)

WITH SAN FRANCISCO AMENDMENTS, PART 5, TITLE 24, CCR

2013 CALIFORNIA FIRE CODE (CFC)

WITH SAN FRANCISCO AMENDMENTS PART 9, TITLE 24, CCR

2010 ADA STANDARDS FOR ACCESSIBLE DESIGN,

DEPARTMENT OF JUSTICE

BLOCK / LOT NO.: 3531/005 **ZONING:** P - PUBLIC HEIGHT/BULK DISTRICT: 40-X

CA STATE - STATE LANDS COMMISSIONS OWNER:

**TOTAL FLOOR AREA:** XXX SF AREA OF WORK: XXX SF PROJECT DESCRIPTION AND SCOPE OF WORK

#### PROJECT DESCRIPTION:

THE DIVISION CIRCLE NAVIGATION CENTER IS BASED ON UTILIZING SPRUNG TENT STRUCTURE, WHICH ERECT QUICKLY AND CAN BE RELOCATED, BUT ARE CAPABLE OF BEING PERMANENT BUILDINGS (AND THUS REMAIN ON SITE FOR MORE THAN 180 DAYS). IN FULL BUILDING CODE COMPLIANCE FOR RESIDENTIAL OCCUPANCIES, THE TENTS FEATURE FULL INSULATION AND WEATHER TIGHTNESS, HVAC SYSTEMS, LIGHTING, AND FIRE SPRINKLERS AND ALARM SYSTEMS.

THE COMPLEX WOULD FEATURE TWO SPRUNG TENTS - ONE AS A 125 BED DORMITORY, AND ONE SERVING AS A COMMUNAL SERVICES TENT FEATURING A DINING HALL / COMMONS, LAUNDRY FACILITY, PANTRY, AND OPEN OFFICE SPACE FOR STAFF WORK AND MEETING AREAS. RESTROOMS AND SHOWER FACILITIES WILL BE PROVIDED VIA MODULAR TRAILER BUILDINGS WITH ADA AND ALL-GENDER COMPLIANT FACILITIES SIMILAT TO THOSE AT CENTRAL WATERFRONT NAVIGATION CENTER. IN ORDER TO ACCOMMODATE THE GRADE CHANGES ON SITE AND MINIMIZE EXTRA RAMPS AND STAIRS, THE TENTS AND RESTROOM FACILITIES WOULD BE LINKED BY A WOOD DECK OR CONCRETE PAD PROVIDING EASE OF ACCESS THROUGHOUT THE ACCOMMODATIONS.

#### **SCOPE OF WORK:**

THE PROJECT SCOPE OF WORK INVOLVES THE CONSTRUCTION OF PRESSURE TREATED WOOD BOARD DECKING, RAMPS, STAIRS, TRELLISES AND FENCING, PLUMBING, ELECTRICAL, AND FIRE SPRINKLER CONNECTIONS IN SUPPORT OF MODULAR TRAILER BUILDINGS AND SPRUNG TENT STRUCTURE (PROCURED AND INSTALLED BY OTHERS, N.I.C.) THE WORK IS LOCATED IN AN EXISTING PARKING LOT AND BUILT OVER AN EXISTING ASPHALT SURFACE.

#### **BRIDGING DOCUMENTS:**

THE BRIDGING DOCUMENTS, INCLUDING DRAWINGS, DESIGN CRITERIA, NARRATIVES AND OUTLINE SPECIFICATIONS, PREPARED BY SAN FRANCISCO PUBLIC WORKS SETS A BASIS OF DESIGN FOR THE CONSTRUCTION OF THE DIVISION CIRCLE NAVIGATION CENTER. THESE DOCUMENTS REMAIN AT A SCHEMATIC DESIGN LEVEL FOR COMMUNICATING BASIC SCOPE OF WORK FOR THE DESIGN-BUILD CONTRACTOR AND ARE NOT CREATED FOR CONSTRUCTION.

THE FINAL DESIGN MAY VARY FROM THE BRIDGING DOCUMENTS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS BY CITY-MANDATE, BUILDING CODES, ACCESSIBILITY, AND CALTRANS. THE CONTRACTOR SHALL CONTACT CITY REPRESENTATIVE ABOUT ANY MAJOR DEVIATIONS FROM THE DESIGN OUTLINED IN THE BRIDGING DOCUMENTS THAT MAY AFFECT CODE COMPLIANCE OR DIVISION CIRCLE NAVIGATION CENTER OPERATIONS.

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#### **GENERAL NOTES**

1. BUILDING CODES & ORDINANC THE WORK INCLUDING MATERIALS AND INSTALLATIONS SHALL BE IN STRICT ACCORDANCE WITH THE LATEST STATE AND LOCAL BUILDING CODES, LAWS, AND ORDINANCES AS INTERPRETED BY THE LOCAL BUILDING OFFICIAL. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CODE VIOLATIONS, INCORRECT CONSTRUCTIONS, OR SAFETY PROBLEMS ON THE JOBSITE. ALL PERMITS, INSPECTIONS AND LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR UNLESS OTHERWISE STATED IN THE DESIGN DOCUMENTS. THE CONTRACTOR MUST FOLLOW CURRENT ELECTRICAL, MECHANICAL, AND PLUMBING CODES AND ADA REQUIREMENTS.

#### 2. DIMENSIONING RULES:

A. DO NOT SCALE THE DRAWINGS. CONSULT CITY REPRESENTATIVE FOR DIMENSIONAL CLARIFICATION OR ADDITIONAL DIMENSIONING IF NEEDED

B. ALL PAINT STRIPING IS DIMENSIONED TO THE CENTER OF THE STRIPE. ALL OTHER ARCHITECTURAL DIMENSIONS SHOWN ARE TO FINISH FACE UNLESS OTHERWISE NOTED.

C. DIMENSIONS MARKED V.I.F. ARE APPROXIMATE AND SHALL BE "VERIFIED" IN FIELD BY THE TRAILER FABRICATOR. REPORT FIELD MEASUREMENTS TO THE ARCHITECT FOR ARCHITECT'S REVIEW BEFORE PROCEEDING.

D. DIMENSIONS DESIGNATED AS "CLEAR" OR "CLR." SHALL BE MAINTAINED FROM FINISH FACE TO FINISH.

E. DIMENSIONS MARKED "MIN." OR "MIN. CLR." SHALL BE DETERMINED BY FIELD CONDITIONS & VERIFIED IN FIELD BUT SHALL F. DIMENSIONS MARKED AS "MAX" OR 'MAXIMUM" SHALL NOT EXCEED THE GIVEN DIMENSION, NOTIFY ARCHITECT

IMMEDIATELY IF DIMENSION CONDITIONS CANNOT BE MET. G. DIMENSIONS SHALL NOT BE ADJUSTED OR MODIFIED WITHOUT ACCEPTANCE BY THE ARCHITECT UNLESS NOTED AS

"APPROX.", "APPROXIMATE", OR  $\pm$ . H. DIMENSIONS MARKED "A.F.F." ARE ABOVE FINISHED FLOOR MATERIALS. IN CARPETED AREAS, THE TOP OF SLAB OR

#### 3. PROTECTION FROM DAMAGE:

**BUILDING DESIGN & CONSTRUCTION** 

30 VAN NESS AVENUE, STE. 4100

SAN FRANCISCO, CA 94102

**PUBLIC WORKS** 

P: 415.557.4700

F: 415.557.4701

SUBFLOORING IS CONSIDERED TO BE THE FINISHED FLOOR.

PROPERLY PROTECT THE WORK IN PLACE FROM DAMAGE AND TO REPAIR TO ORIGINAL CONDITION ITEMS DAMAGED DURING THE COURSE OF THE WORK. THE TRAILER FABRICATOR SHALL TAKE ALL NECESSARY PRECAUTION TO PROTECT AREAS ADJACENT TO NEW CONSTRUCTION FROM NOISE, DEBRIS AND DUST THROUGHOUT THE PERFORMANCE OF THE CONTRACT.

4. INSTALLATIO INSTALL WORK PLUMB, LEVEL, SQUARE, TRUE, AND IN PROPER ALIGNMENT.

**DESIGN & ENGINEERING** 

MECHANICAL SECTION

30 VAN NESS AVENUE, 5TH FLR

SAN FRANCISCO, CA 94102

**PUBLIC WORKS** 

P: 415.558.4000

5. SUBMITTAL ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE CITY REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FABRICATION & INSTALLATION.

6. ARCHITECTURAL SITE REVIEW: IF ARCHITECTURAL SITE VISITS ARE NOT ADDRESSED IN THE PROJECT MANUAL OR NO PROJECT MANUAL IS APPLICABLE, THE TRAILER FABRICATOR SHALL SCHEDULE SITE VISITS BY THE CITY'S AND THE OWNER'S REPRESENTATIVE AT LEAST 3 DAYS IN ADVANCE PRIOR INSTALLATION.

7. SITE SECURIT'OWNER WILL PROVIDE TEMPORARY CHAIN LINK FENCE TO SECURE ENTIRE STREET SPACE FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNLOCKING, LOCKING AND SITE SECURITY WITHIN FENCED AREA FOR THE DURATION OF INSTALLATION ACTIVITIES.

#### **CONSULTANTS & CONTRACTORS**

ARCHITECTURE	LANDSCAPE ARCHITECTURE	ELECTRICAL ENGINEER	TENSILE STRUCTURE
UILDING DESIGN & CONSTRUCTION	BUILDING DESIGN & CONSTRUCTION	DESIGN & ENGINEERING	SPRUNG INSTANT STRUC
UBLIC WORKS	PUBLIC WORKS	PUBLIC WORKS	1686 15TH STREET
30 VAN NESS AVENUE, STE. 4100	30 VAN NESS AVENUE, STE. 4100	ELECTRICAL SECTION	SAN FRANCISCO, CA 941
SAN FRANCISCO, CA 94102	SAN FRANCISCO, CA 94102	30 VAN NESS AVENUE, 5TH FLR	P: 415.9349370
: 415.557.4700	P: 415.557.4700	SAN FRANCISCO, CA 94102	F: 415.934.9373
£ 415.557.4701	F: 415.557.4701	P: 415.558.4000	
CIVIL ENGINEER	MECHANICAL & PLUMBING ENGINEER	GENERAL CONTRACTOR	MODULAR TRAILER

G & G BUILDERS, INC.

LIVERMORE, CA 94551

P: 925.846.9023

F: 925.846.9152

4542 CONTRACTORS PLACE

#### DRAWING INDEX

#### **GENERAL** INDEX GENERAL NOTES, PROJECT DATA, ABBREVIATIONS ACCESSIBILITY COMPLIANCE ^ACCESSIBLE TOILET ROOM DOOR SIGNAGE DOOR EXIT SIGNAGE 10-SIGN-DOOR-ADA-02 G10.5 TYPICAL ACCESSIBLE DOOR SIGNAGE ACCESSIBLE TOILET ROOM STANDARD G22.1 G22.1A ACCESSIBLE TOILET ROOM ALTERNATE G22.2 ACCESSIBLE TOILET RESTROOM STANDARD ACCESSIBLE TOILET ROOM ALTERNATE G22.2A **ACCESSIBLE SHOWER ALTERNATE DETAILS** G22.3A PARKING 32-PKNG-ADA-48 DESIGN GUIDE FOR SINGLE-USE ALL GENDER RESTROOM STANDARD CLEARANCES DESIGN GUIDE FOR SINGLE-USE ALL GENDER RESTROOM **ARCHITECTURE** ARCHITECTURAL COVER SHEET *~Site~plan*~ FLOOR PLAN REFLECTED CEILING PLAN A2.3 FLOOR FINISH PLAN A2.4 FURNITURE AND EQUIPMENT PLAN ENLARGED DECK PLANS, RAMP AND STAIR DETAILS

#### SPRUNG DINING HALL SHOPS (FOR REFERENCE ONLY) COVER SHEET

TRELLIS DETAILS

-	COVER SHEET
P18-010.0	60.0' X 75.0' NAVIGATION CENTER DINING HA
P18-010.1	60.0' X 75.0' COLUMN BASE LAYOUT
P18-010.2	60.0' X 75.0' CONCRETE DETAILS
P18-010.3	60.0' X 75.0' COLOR LAYOUT
S-1	60.0' STRUCTURE SECTION & BASE DETAILS
Š-2	60.0' STRUCTURE PURLIN & SPLICE DETAILS
S-3	60.0' STRUCTURE CABLE BRACE DETAILS
Š-4	60.0' STRUCTURE FLAT END DETAILS
S-5	60.0' STRUCTURE FLAT END DETAILS
Š-6	60.0' STRUCTURE MEMBRANE DETAILS

#### SPRUNG DORMITORY SHOPS (FOR REFERENCE ONLY)

T-1	COVER SHEET
P18-011.0	60.0' X 135.0' NAVIGATION CENTER DORMITORY
P18-011.1	60.0' X 135.0' COLUMN BASE LAYOUT
P18-011.2	60.0' X 135.0' CONCRETE DETAILS
P18-011.3	60.0' X 135.0' COLOR LAYOUT
S-1	60.0' STRUCTURE SECTION & BASE DETAILS
S-2	60.0' STRUCTURE PURLIN & SPLICE DETAILS
S-3 S-4	60.0' STRUCTURE CABLE BRACE DETAILS
<b>S-4</b>	60.0' STRUCTURE FLAT END DETAILS
S-5	60.0' STRUCTURE MEMBRANE DETAILS

	$\sim\sim$	······································
(	{ DSM	- SHOWER TRAILER SHOPS (FOR REFERENCE ONLY)
	1 2 3 4	PMI-3827-1440 (CA) REV1 (2013)-SPEC-1 PMI-3827-1440 (CA)-REV1 (2013)-FLR-2 PMI-3827-1440 (CA)-REV1 (2013)-RCP-3 PMI-3827-1440 (CA)-REV1 (2013)-X-SECT-4
	5 6	PMI-3827-1440 (CA)-REV1 (2013)-ELEVS-5 PMI-3827-1440 (CA)-REV1 (2013)-ISO-6
(	DSM	- RESTROOM TRAILER SHOPS (FOR REFERENCE ONLY)
(	1 2	PMI-3828-1256 (CA)-SPEC-1 PMI-3828-1256 (CA)-FLR-2

PMI-3828-1256 (CA)-X-SECT-4 PMI-3828-1256 (CA)-ELEVS-5

PMI-3828-1256 (CA)-ISO-6 CIVIL

A4.2

C.01 **GRADING PLAN** 

LANDSCAPE

LANDSCAPE PLAN LANDSCAPE DETAILS LANDSCAPE DETAILS

#### **HYDRAULICS**

IIIDKAULI	
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{ SW-G	LEGEND, ABBREVIATIONS, GENERAL NOTES AND DETAILS }
SW1.0^^	LEGEND, ABBREVIATIONS, GENERAL NOTES AND DETAILS
SM1.0	SEWER SYSTEM MAP (FOR REFERENCE ONLY)
SM1.0	SEWER SYSTEM MAP (FOR REFERENCE ONLY)

#### **PLUMBING**

PO.01	PLUMBING ABBREVIATION, LEGEND AND GENERAL NOTE
PO.02	PLUMBING GENERAL NOTÉS
P2.10	SITE PLUMBING WATER SUPPLY
P2.11	SITE PLUMBING SEWER PLAN

#### **ELECTRICAL**

E0.1 E0.2 E0.3	LEGEND, SYMBOLS & ABBREVIATIONS SINGLE LINE DIAGRAM & MAIN SWITCHBOARD ELEVATIO DETAILS SITE DIABLE
E3.0	SITE PLAN

#### FIRE PROTECTION

**DESIGN SPACE MODULAR** 

2725 FITZGERALD DR. **DIXON, CA 95620** 

P: 707.678.6100

F: 707.678.6111

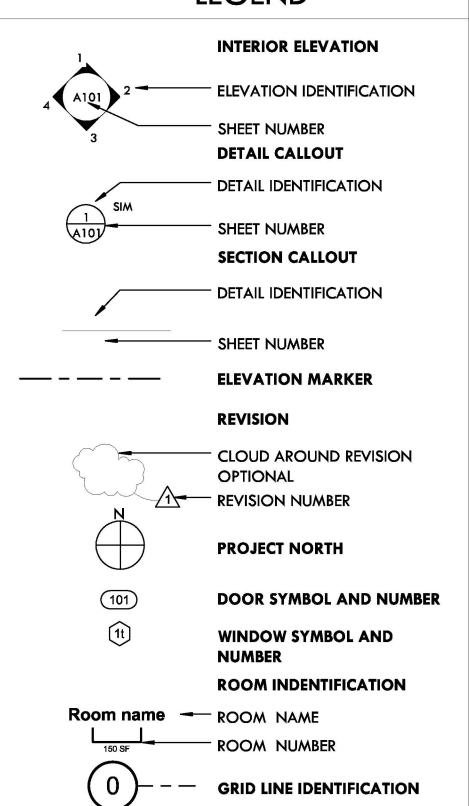
E-0.01....FIRE PROTECTION LEGEND, ABBREVIATIONS, GENERAL NOTES F-0.02 FIRE PROTECTION SITE PLAN & WATER FLOW CALCULATION F-2.10 ^ SITE PLUMBING FIRE PROTECTION (DESIGN/BUILD) F-6.00 FIRE PROTECTION DETAILS (DESIGN/BUILD)

#### SITE SURVEY (FOR REFERENCE ONLY)

PLUMBING DETAILS

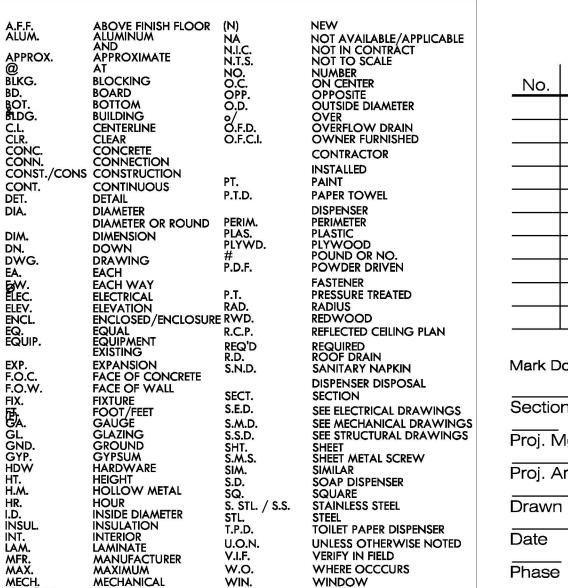
7	*	•
₹T-1.0	TOPOGRAPH	HIC SURVEY OF DIVISION CIRCLE $\langle$
∫T-2.0	TOPOGRAPH	HIC SURVEY OF DIVISION CIRCLE $\langle$
T-3.0	TOPOGRAPH	HIC SURVEY OF DIVISION CIRCLE (
Luci	$\cdots$	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

#### **LEGEND**



#### **ABBREVIATIONS**

**PARTITION TYPE** 



#### CALTRANS REVIEW/APPROVAL

MINIMUM

APPROVED BY:	
NAME / SIGNATUR	<u> </u>
DATE	

#### SF HSH REVIEW/APPROVAL

APPROVED BY:	]
NAME / SIGNATURE	
DATE	

G0.0

AS INDICATED Scale: Job No.

Original Sheet Size: 22"x34"

WITHOUT

WOOD

Edgar Lopez - City Architect **BUILDING DESIGN AND** CONSTRUCTION DIVISION

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue Suite 4100 Fax (415)557-4701 San Francisco, CA 94102-6028 (415)557-4700

Project

Division Circle Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

FINAL DESIGN INTENT 02/21/2018

ì	ĺ	
No.	Date	Revisions

#### Mark Dorian - Architecture Services Manager

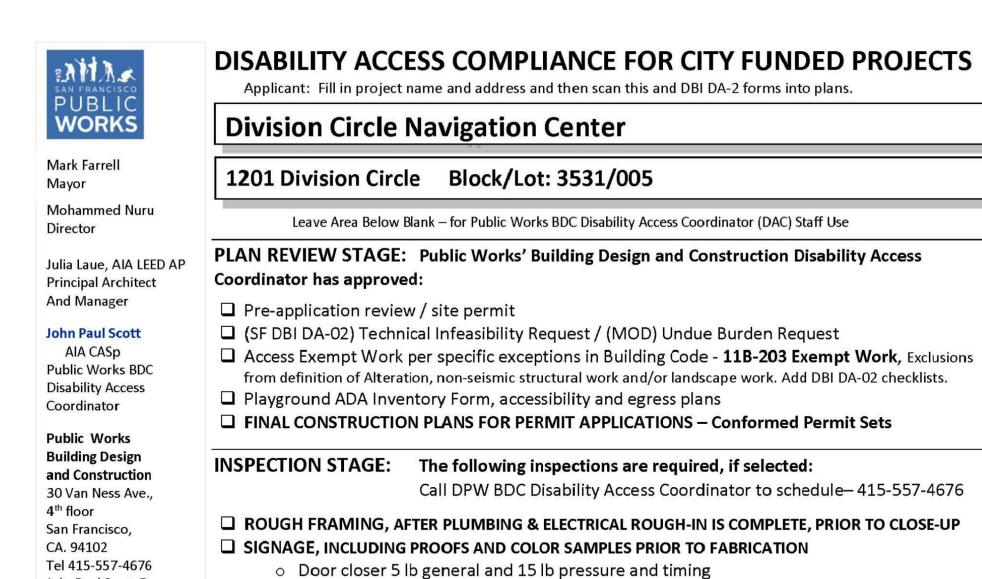
Section Head	1	
	LG_	
Proj. Mgr.	N/A	
Proj. Arch.		
Drawn	AS_	
	DL_	
Date	02/21/2018	
Phase	02/21/2016_	
	UNDEFINED_	

Drawing Title

INDEX, GENERAL NOTES, PROJECT DATA **ABBREVIATIONS** 

Sheet No.

8722A



Play Area equipment, surfacing and Path of Travel

JohnPaul.Scott@

SFDPW.org

Sfpublicworks.org Facebook.com

Twitter.com

/sfpublicworks

/sfpublicworks

WHEN DOES BDC DAC DO A PLAN CHECK AND INSPECTION? **Project Phase of Activity Project Size** Medium Large Small Exempt **ADA- GURU Consultations ALWAYS** Concept Consultation Preferred Schematic Design Review Preferred Design Development Plan Check 30% Sf-DBI DA-02 Checklist Review and Assistance Construction Document Plan Check 60-65% YES Construction Document Plan Check 90-95% YES DAC Approval Letter and BDC DAC form for file Final Back-Check, Stamp and Approve YES Pre-Construction Consultation As-Needed Rough-In Inspections YES Multiple Interim Inspections As-Needed Finish Inspection YES Playground Inspection If In Scope Signage Submittal Review YES Signage Mock-up Inspection YES Punch List Inspection Sign-off and/or TCO YES Final Inspection and Job Card Sign-off YES

o Power door signage and door operator testing per BHMA A156.19

☐ INSPECTION AT 95% TO 99% COMPLETE, BUT PRIOR TO OR AS-NEEDED FOR T.C. O.

☐ FINAL SIGN-OFF OF PROJECT, PUBLIC WORKS BDC DAC SIGNING OF SF-DBI JOB CARD

☐ Off-site curb ramps, blue zone parking spaces and passenger loading zones

John Paul Scott, AIA, CASp, Public Works BDC Disability Access Coordinator Date

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA 94102-6028

Fax (415)557-4701 (415)557-4700

Project

Division Circle
Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

#### FINAL DESIGN INTENT 02/21/2018

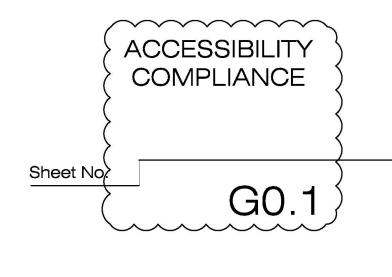
8	No.	Date	Revisions
9			
9			
5			
20			

Mark Dorian - Architecture Services Manager

Section Head

LG
Proj. Mgr.
N/A
Proj. Arch.
AS
Drawn
DL
Date
02/21/2018
Phase

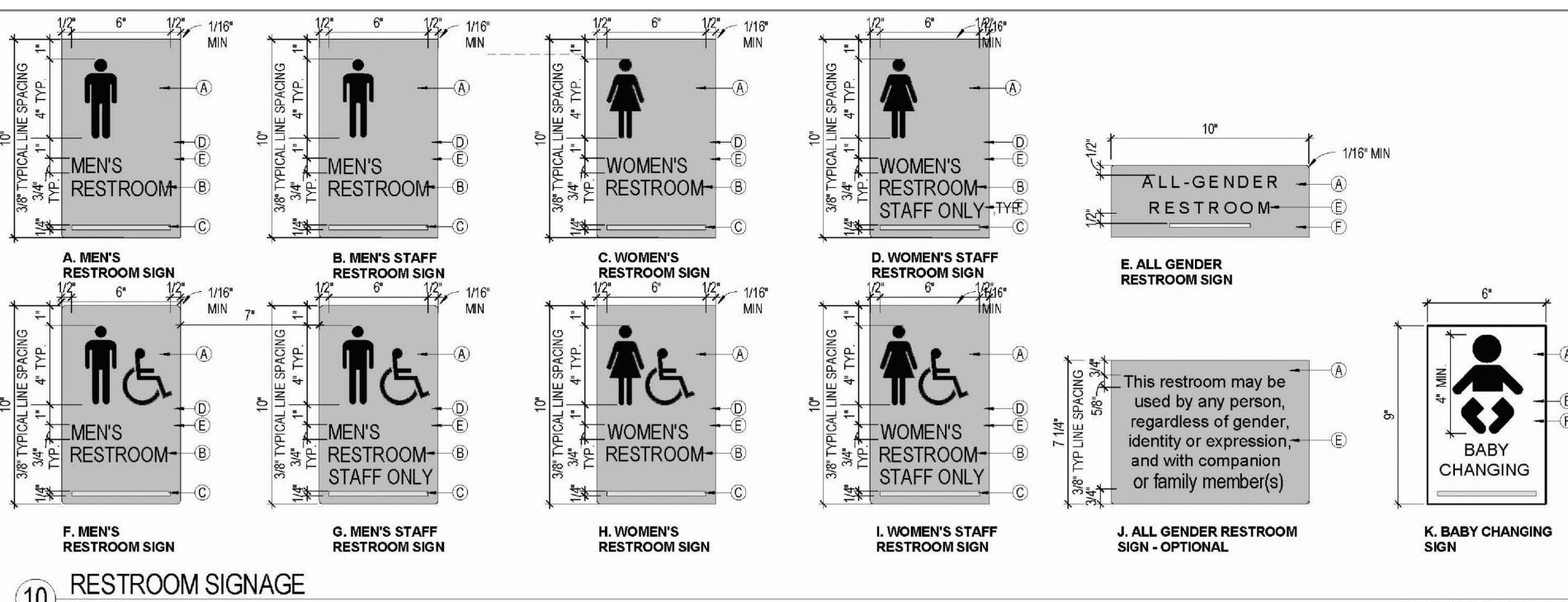
Drawing Title



Scale: AS INDICATED

Job No.

Original Sheet Size: 22"x34"



C. ALL-GENDER GEOMETRIC SYMBOL

C. ALL-GENDER GEOMETRIC SYMBOL

DAC APPROVED R03 2018.02.01

ACCESSIBLE RESTROOM SIGN NOTES:

LIGHT, NOMINALLY 70% LRV

RAISED CHARACTERS REQUIREMENTS TEXT FORMAT SHALL BE HORIZONTAL

CHARACTERS

BRAILLE

MATERIALS

CBC 11B-703.3.

A. DOOR ELEVATION N.T.S.

FINISHES: NON-GLARE, MATT OR EGGSHELL, UON

70% LIGHT "REFECTANCE" VALUE (LRV)

LOCATE SIGN AT TOILET ENTRANCES, BATHING FACILITIES, AND WHERE SHOWN IN THE

THE DOOR, CENTERED HORIZONTALLY AND 60"AFF TO CENTERLINE OF THE SIGN.

DRAWINGS OR DETAILS. WHERE THE ENTRANCE IS A DOOR, IT SHALL BE MOUNTED ON

CHARACTER SHALL BE RAISED 1/32" MIN ABOVE THE BACKGROUND. SIGN PANEL COLOR SHALL CONTRAST WITH ITS BACKGROUND, LIGHT ON DARK OR DARK ON

CHARACTERS SHALL BE UPPER CASE, SAN SERIF. CHARACTERS SHALL NOT BE ITALIC, OBLIQUE, SCRIPT, HIGHLY DECORATIVE, OR OF OTHER UNUSUAL FORMS.

CHARACTER SPACING AND LINE SPACING SHALL COMPLY WITH CBC 11B-703.2

CHARACTER PROPORTIONS, CHARACTER HEIGHT, STROKE, THICKNESS.

BRAILLE SHALL BE CONTRACTED GRADE 2 BRAILLE TRANSLATION OF THE

TEXT AND SHALL BE POSITIONED BELOW THE CORRESPONDING TEXT IN

BRAILLE DOTS SHALL BE DOMED OR ROUNDED. SPACING SHALL CONFORM TO

THE COLOR AND TONE OF THE CIRCLE OR TRIANGLE SYMBOL SHALL CONTRAST

FOR ALL-GENDER SIGNS THE COLOR OF THE TRIANGLE SHALL CONTRAST WITH

SHALL CONTRAST WITH THE BACKGROUND LIGHT ON DARK OR DARK ON LIGHT

HORIZONTAL FORMAT. CENTER JUSTIFY BRAILLE ON SIGN, UON.

SOLID CORE MELAMINE . 1/4" THICK EDGES SHALL BE EASED OR

VERTICES SHALL BE RADIUSED BETWEEN 1/8" MIN AND 1/4" MAX

ROUNDED AT 1/16" MIN OR CHAMFERED AT 1/8" MAX .TRIANGLE SYMBOL

OF THE BACKGROUND LIGHT ON DARK OR DARK ON LIGHT, NOMINALLY

THE COLOR OF THE CIRCLE SYMBOL. THE COLOR OF THE CIRCLE SYMBOL

STAINING SILICONE SEALANT AND FOAM TAPE WITHOUT MECHANICAL FASTENERS, UON. EXTERIOR MOUNTED SIGNS SHALL BE MECHANICALLY FASTENED AND WITH SILICONE

EQ

SEE DET 12

SEE DET 10

T.O. PICTOGRAM OR RAISED TEXT

EXTERIOR SIDE OF ACCESSIBLE DOOR

NO PROTRUDING

TACTILE ROOM

CLEAR FLOOR AREA

CENTERED ON TACTILE CHARACTERS OF SIGN

DESIGNATION

**HARDWARE** 

ALL INTERIOR MOUNTED SIGN SHALL BE ADHERED TO DOOR OR WALL WITH NON-

ADHESIVE, FASTENERS SHALL BE STAINLESS STEEL AND TAMPER PROOF.

EQ

# 6" MIN. -(3)(4)

#### INTERNATIONAL SYMBOL OF ACCESSIBLITY - ISA SYMBOL

#### ISA NOTES

STANDARD COLORS ARE WHITE FIGURE ON BLUE BACKGROUND APROXIMATING FEDERAL STANDARD 595C - F3 15000. NON-TACTILE UON.

#### COLOR EXCEPTIONS:

- 1A. ON TOILET AND BATHING ROOM DESIGNATION SIGNS OR WHEN APPROVED BY THE ENFORCEMENT AGENCY.
- FUNCTION BUTTON ON DESIGNATED ORIENTED ELEVATOR SYSTEM - BACKGROUND SHALL BE BLACK.
- THE APPROPRIATE ENFORCEMENT AGENCY MAY APPROVE OTHER COLORS PROVIDED THE SYMBOL CONTRAST IS LIGHT ON DARK OR DARK ON LIGHT
- 1E. ON THE ACCESSBILITY FUNCTION BUTTON ON HALL CALL CONSOLES IN A DESTINATION-ORIENTED ELEVATOR SYSTEM THE INTERNATION SYMBOL OF ACCESSIBILITY SHALL BE A WHITE SYMBOL ON A BLACK BACKGROUND.
- SIZE ON: EVACUATION MAPS; POWERED DOOR ACTIVATOR SWITCHES; ASSEMBLY SEATING.
- STYLE OF FIGURE SHALL COMPLY WITH THAT IN BLDG CODE AND FACE TO RIGHT. A BORDER IS PERMITTED INSIDE OR OUTSIDE MIN REQUIRED ISA DIM.
- SIGNS ON NON-GLASS SURFACES SHALL BE BAKED ENAMEL ON METAL AND MECHANICALLY FASTENED.
- SIGNS ON GLASS SHALL BE FULLY- OPAQUE VINYL AND READABLE FROM BOTH SIDES OR HAVE WHITE OR BLACK BACKING WIO EXPOSED AIR BUBBLES.

### TOILET AND BATHING ROOM ENTRANCE SIGNS

NOTE: CONSIDER DOOR JAMB (NOT SHOWN) LOCATION FOR FINAL SIGN LOCATION

4. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE OF A SINGLE DOOR OR RIGHT SIDE

OF A DOUBLE DOOR, SIGN SHALL BE LOCATED ON THE NEAREST ADJACENT WALL -

B. CLEAR FLOOR AREA REQUIREMENTS - PLAN - N.T.S.

SIGN MOUNTING LOCATIONS (IN ORDER OF PREFERENCE):

3. THE RIGHT DOOR OF A DOUBLE DOOR WITH 2 ACTIVE LEAFS.

COORDINATE LOCATION WITH CITY REPRESENTATIVE & ARCHITECT.

1. WALL MOUNT ADJACENT TO LATCH SIDE OF DOOR.

2. INACTIVE LEAF OF A DOUBLE DOOR

DAC APPROVED R03 2018.02.01

DEPARTMENT OF PUBLIC WORKS

CITY AND COUNTY OF SAN FRANCISCO Edgar Lopez - City Architect

#### BUILDING DESIGN AND CONSTRUCTION DIVISION



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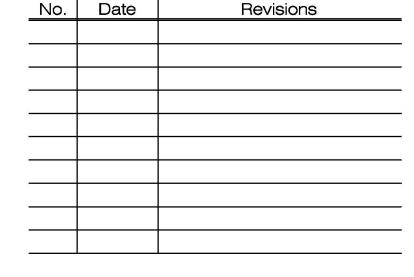
Project

Division Circle **Navigation Center** 

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

#### FINAL DESIGN INTENT 02/21/2018



Mark Dorian - Architecture Services Manager

Section Head	l LG
Proj. Mgr.	Lu
	N/A
Proj. Arch.	AS
Drawn	,.0_
	DL_
Date	02/21/2018
Phase	5_,,_5.5

Drawing Title

TOILET ROOM DOOR SIGNAGE 10-SIGN-REST-ADA-04

Scale:

AS INDICATED

DAC APPROVED RO3 2018.02.01

### RESTROOM DOOR GEOMETRIC SYMBOL

PROVIDE ISA SYMBOL ON SIGNS AT ACCESSIBLE ALL-GENDER TOILET ROOMS.

ANY MECHANICAL FASTENERS, UON. SEE SIGNAGE SCHEDULE FOR MATERIALS.

MECHANICAL FASTENERS, UON, SEE SIGNAGE SCHEDULE FOR MATERIALS.

SIGNAGE FINISHES SHALL BE NON-GLARE MATTE OR EGGSHELL

OR DARK ON LIGHT AND THE CIRCLE SHALL CONTRAST PER NOTE C.

1/8" RADIUS

1/8" RADIUS

TYP.

B. WOMEN'S GEOMETRIC SYMBOL

B. WOMEN'S GEOMETRIC SYMBOL

TRIANGULAR SIGN MATERIAL SHALL BE 1/4" MAX THICK WITH POLISHED AND EASED EDGES. ADHERE SIGN TO DOOR WITH NON-STAINING SILICONE SEALANT AND FOATIMPE WITHOUT

UON, BACKGROUND COLOR SIGN SHALL BE LIGHT ON DARK OR DARK ON LIGHT BACKGROUND COLOR WITH ADJACENT DOOR & SIGN SURFACES NORMALLY 70% LRV. ALL

ALL - GENDER SIGN SHALL BE A 1/4" THICK TRIANGULAR SHEET (A) SECURED ON TOP OF CIRCULAR SHEET (B) WITH VHB SHEET ADHESIVE. UON, COLOR SHALL BE LIGHT ON DARK

CIRCULAR SIGN MATERIAL SHALL BE 1/4" MAX THICK WITH POLISHED AND EASED EDGES. ADHER SIGN TO DOOR WITH NON-STAINING SILICONE SEALANT AND FOAM TAPE WITHOUT ANY

A. MEN'S GEOMETRIC SYMBOL

A. MEN'S GEOMETRIC SYMBOL

SIGN NOTES FOR LIGHT OR DARK COLORED DOORS:

DAC APPROVED R03 2018.02.01

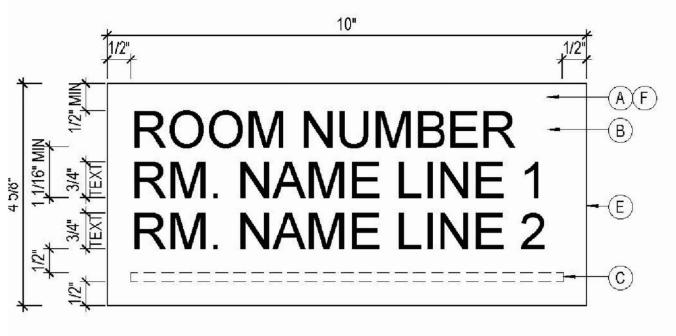
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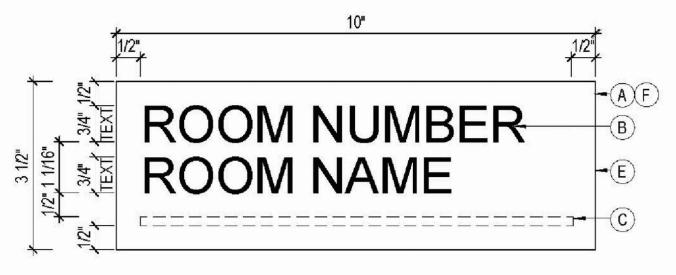
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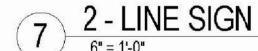


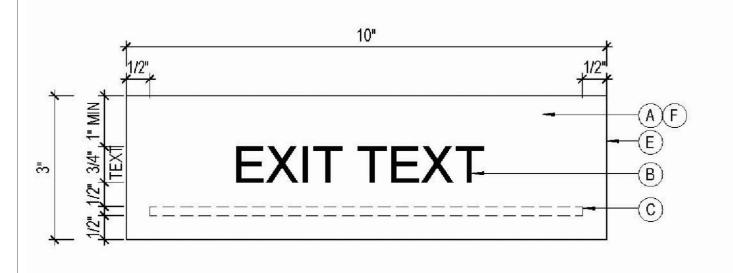


B. SINGLE LINE ROOM ID SIGN

3 - LINE SIGN

A. TACTILE DOOR ID SIGNAGE





NOTES:

SEE DET 7/- FOR 2- LINE SIGNS SEE DET 10/- FOR 3 - LINE SIGNS

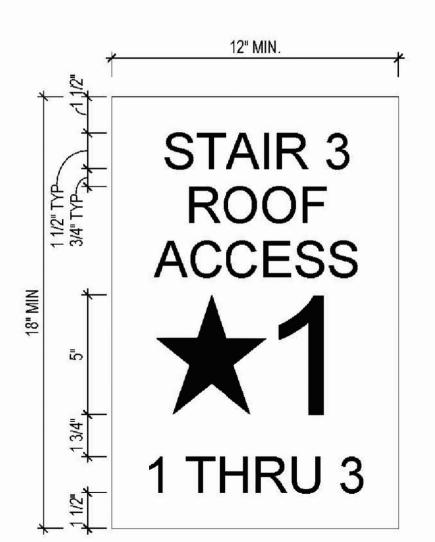
#### NOTES:

SEE DET 7/- FOR 2 - LINE SIGNS SEE DET 10/- FOR 3-LINE SIGNS

TACTILE SIGN



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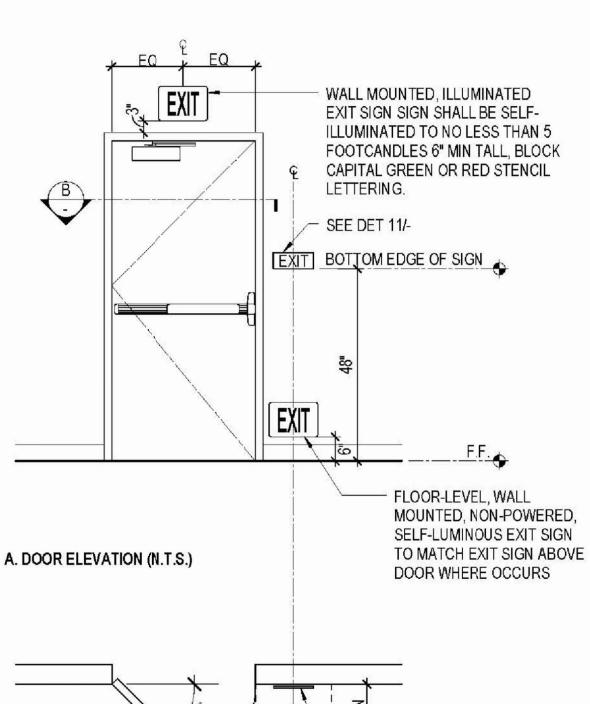
STAIR 3 NO ROOF ACCESS 1 THRU 3

#### STAIRWAY ID NOTES:

- STAIRWAY IDENTIFICATION SIGNS ARE REQUIRED IN BUILDINGS THREE STORIES OR MORE
- THE SIGN SHALL BE PROVIDED ON EACH STAIRWAY LANDING
- SEE SIGN SCHEDULE FOR STAIR NUMBERING AND DESIGNATION OF TERMINUS OR ROOF ACCESS
- PROVIDE A 5 POINT STAR FOR EGRESS FLOOR NUMBER. DESIGNATE MEZZANINES AS THE LETTER "M" AND DESIGNATE BASEMENTS AS THE LETTER "B"
- SIGN PANEL IS 3/16" THICK, SEE SIGN SCHEDULE FOR SIGN MATERIAL AND COLOR
- SIGN SHALL BE PHOTO LUMINESCENT PER 1025.4.

#### MOUNTING REQUIREMENTS:

- WALL MOUNT ADJACENT TO LATCH SIDE OF SINGLE DOOR INACTIVE LEAF OF A DOUBLE DOOR WITH A SINGLE ACTIVE LEAF
- THE RIGHT SIDE OF A DOUBLE DOOR WITH 2 ACTIVE LEAFS WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE OF A SINGLE DOOR OR RIGHT SIDE OF A DOUBLE DOOR, SIGN SHALL BE LOCATED ON THE NEAREST ADJACENT WALL - COORDINATE LOCATION WITH CITY REPRESENTATIVE



TACTILE DOOR EXIT

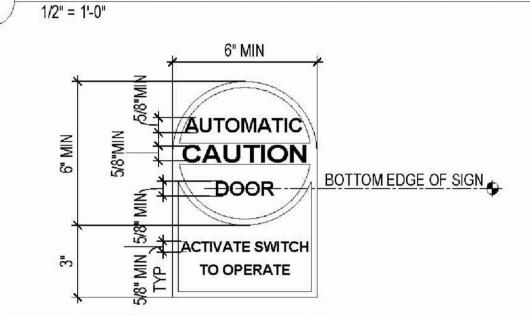
CLEAR FLOOR AREA

SIGNAGE

#### CENTERED ON TACTILE 19" MIN CHARACTERS OF SIGN

B. CLEAR FLOOR AREA REQUIREMENTS - PLAN (N.T.S.)

#### CLEAR FLOOR AREA REQUIREMENTS -EXIT SIGNAGE



#### POWER DOOR CAUTION SIGNAGE NOTES:

- UNLESS OTHERWISE NOTED, BACKGROUND COLOR SHALL BE BLACK, TEXT AND GRAPHICS YELLOW.
- UNLESS OTHERWISE NOTED, BACKGROUND COLOR SHALL BE YELLOW, TEXT AND GRAPHICS BLACK
- IF 'KNOWING ACT' SWITCH IS USED TO INITIATE DOOR OPERATION, BACKGROUND COLOR SHALL BE BLUE. TEXT AND GRAPHICS SHOULD BE WHITE AND THE LETTERS SHALL BE 5/8" HIGH MIN
- VINYL STICKER SHOULD BE MOUNTED ON BOTH SIDES OF DOOR 50" +/-12" FROM THE FINISHED FLOOR TO THE CENTERLINE OF THE

POWERED DOOR SIGN 6

#### **EXIT SIGNAGE NOTES:**

LOCATE SIGN AT TOILET ENTRANCES, BATHING FACILITIES, AND WHERE SHOWN IN THE DRAWINGS OR DETAILS. WHERE THE ENTRANCE IS A DOOR, IT SHALL BE MOUNTED ON THE DOOR, CENTERED HORIZONTALLY AND 60"AFF TO CENTERLINE OF THE SIGN. IT SHALL BE MOUNTED AS SHOWN IN CLEAR FLOOR AREA REQUIREMENTS

#### CHARACTERS

- CHARACTER SHALL BE RAISED 1/32" MIN ABOVE THE BACKGROUND. SIGN PANEL COLOR, AS NOTED IN THE SIGNAGE SCHEDULE, SHALL CONTRAST WITH ITS BACKGROUND, LIGHT ON DARK OR DARK ON LIGHT, NOMINALLY 70% LRV.
- CHARACTERS SHALL BE UPPER CASE, SAN SERIF. CHARACTERS SHALL NOT BE ITALIC, OBLIQUE, SCRIPT, HIGHLY DECORATIVE, OR OF OTHER UNUSUAL
- CHARACTER PROPORTIONS, CHARACTER HEIGHT, STROKE, THICKNESS. CHARACTER SPACING AND LINE SPACING SHALL COMPLY WITH CBC 11B-703.2 RAISED CHARACTERS REQUIREMENTS.
- TEXT FORMAT SHALL BE HORIZONTAL. EACH LINE OF TEXT SHALL BE CENTERED ON THE SIGN UON

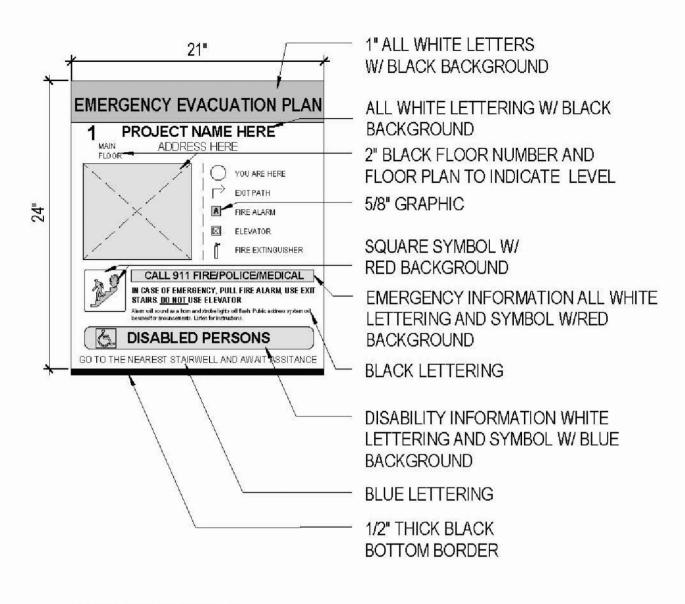
- BRAILLE SHALL BE CONTRACTED GRADE 2 BEADED BRAILLE TRANSLATION OF THE TEXT SHALL BE POSITIONED BELOW THE CORRESPONDING TEXT IN HORIZONTAL FORMAT. CENTER JUSTIFY BRAILLE ON SIGN, UON.
- BRAILLE DOTS SHALL BE DOMED OR ROUNDED. SPACING SHALL CONFORM TO CBC 11B-703.3.

#### MATERIALS

SOLID CORE MELAMINE . 1/4" THICK MAX EDGES SHALL BE EASED OR ROUNDED AT 1/16" MIN OR CHAMFERED AT 1/8" MAX TRIANGLE SYMBOL VERTICES SHALL BE RADIUSED BETWEEN 1/8" MIN AND 1/4" MAX.

#### FINISHES: NON-GLARE, MATT OR EGGSHELL, UON

- THE COLOR AND TONE OF THE CIRCLE OF TRIANGLE SYMBOL SHALL CONTRAST OF THE BACKGROUND LIGHT ON DARK OR DARK ON LIGHT, NOMINALLY 70% LIGHT REFLECTABLE VALUE (LRV)
- FOR ALL-GENDER SIGNS THE COLOR OF THE TRIANGLE SHALL CONTRAST WITH THE COLOR OF THE CIRCLE SYMBOL THE COLOR OF THE CIRCLE SYMBOL SHALL CONTRAST WITH THE BACKGROUND LIGHT ON DARK OR DARK ON LIGHT
- ALL INTERIOR MOUNTED SIGN SHALL BE ADHERED TO DOOR OR WALL WITH NON-STAINING SILICONE SEALANT AND FOAM TAPE WITHOUT MECHANICAL FASTENERS, UON. EXTERIOR MOUNTED SIGNS SHALL BE MECHANICALLY FASTENED AND WITH SILICONE ADHESIVE. FASTENERS SHALL BE STAINLESS STEEL AND TAMPER PROOF.



#### **EVACUATION SIGN NOTES:**

- ALL LETTERING SHALL BE 5/8"MIN UON
- ALL LETTERING AND SYMBOLS SHALL BE RAISED 1/16" WITH THE INFORMATION IN CONTRACTED GRADE 2 BRAILLE BELOW UON.
- THE 'ALARM' SYMBOL SHALL BE COLORED RED.
- THE 'ELEVATOR' AND 'EXIT' SYMBOLS SHALL BE COLORED BLACK
- THE 'YOU ARE HERE' SYMBOL SHALL BE COLORED ORANGE
- THE 'EXIT PATH' SYMBOL SHALL BE COLORED GREEN. THE ABOVE COLORED SYMBOLS SHALL BE INCLUDED ON THE DIAGRAMATIC
- PLAN FOR EACH FLOOR, SEE SHEET FINISHES ON ALL SIGNS TO BE MATTE EGGSHELL OR OTHER NON-GLARE
- ALL EVAC SIGNS SHALL COMPLY W/ SFFD ADMIN BULLETIN 2.11 AND BE
- SUBMITTED BY A CONTRACTORAS A SEPARATE PERMIT. **EMERGENCY EVACUATION SIGN**

1 1/2" = 1'-0"

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND



Julia Laue - Principal Architect / Division Manager 30 Van Ness Avenue Suite 4100 San Francisco, CA Fax (415)557-4701

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#### FINAL DESIGN INTENT 02/21/2018

	No.	Date	Revisions
9			
9			
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Mark Dorian - Architecture Services Manager
Section Head
LG_ Proj. Mgr.
Proj. Arch.
AS_ Drawn
DL_
Date 02/21/2018
Phase UNDEFINED

Drawing Title

DOOR EXIT SIGNAGE 10-SIGN-DOOR-ADA-02

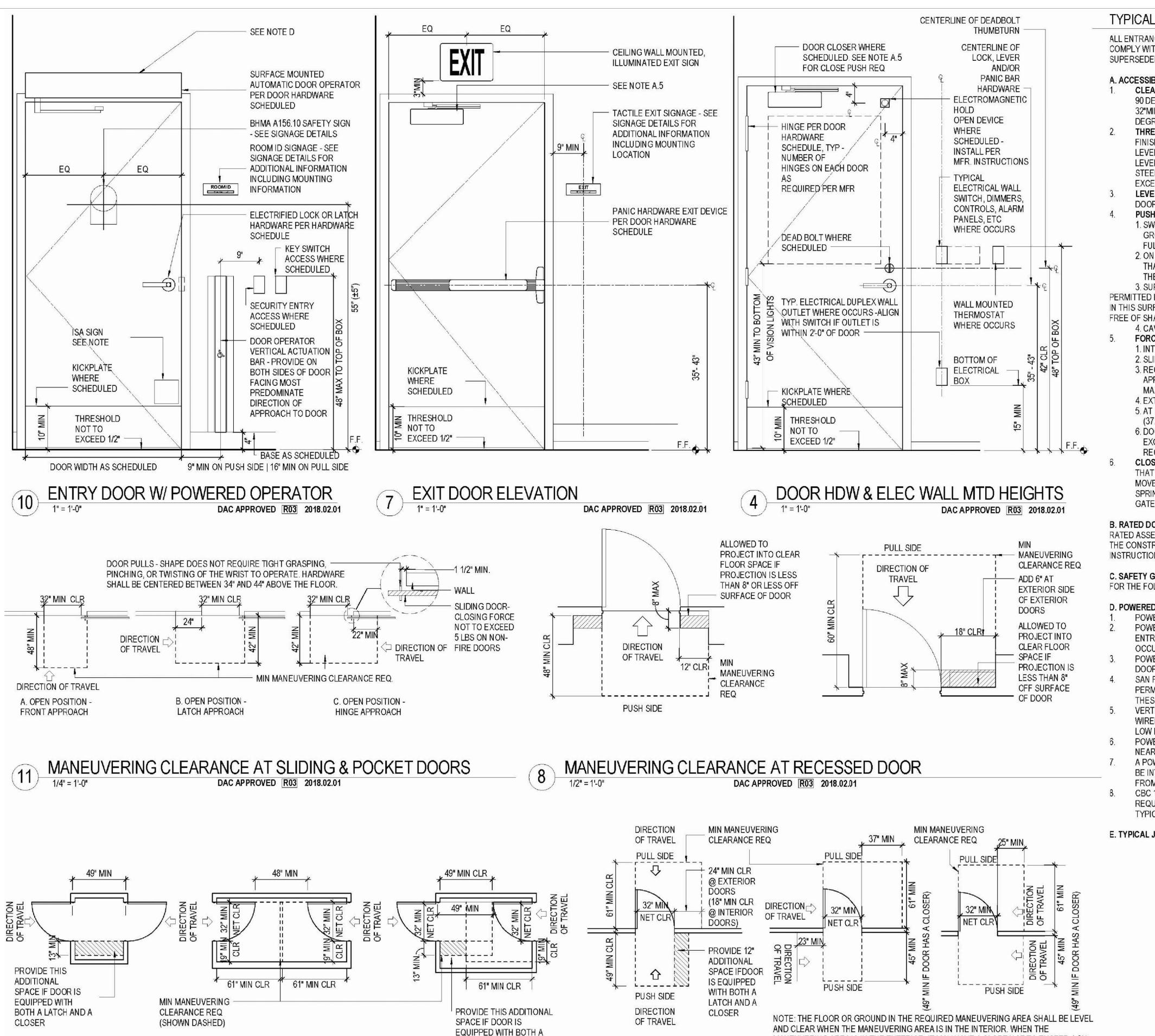
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STAIRWAY IDENTIFICATION SIGN 3" = 1'-0"

Original Sheet Size: 22"x34"



LATCH AND A CLOSER

MANEUVERING CLEARANCE AT DOORS IN SERIES

DAC APPROVED R03 2018.02.01

TYPICAL DOOR ACCESSIBILITY REQUIREMENTS:

ALL ENTRANCE DOORS, DOORS ON ACCESSIBLE ROUTES, EXIT DOORS AND GATES SHALL COMPLY WITH TITLE 24 CALIFORNIA BUILDING CODE (CBC) REQUIREMENTS AND AS SUPERSEDED HEREIN, UNLESS OTHERWISE MODIFIED IN THE CONSTRUCTION DOCUMENTS.

A. ACCESSIBLE DOORS AND GATES:

CLEARANCES. DOORS AND GATES SHALL BE CAPABLE OF AN OPENING SWEEPOF 90 DEGREES MINIMUM. THE CLEAR OPENING AT DOORS AND GATES SHALL BE 32"MIN FROM FACE OF DOOR JAMB STOP TO FACE OF DOOR WHEN OPENED TO90 DEGREE POSITION, UON

THRESHOLDS. THE TOP OF THRESHOLDS SHALL NOT EXCEED 1/2" ABOVE THE FINISH FLOOR, COMPRESSED FLOOR CARPET FINISH OR CONCRETE.CHANGES IN LEVEL OF 1/4" HIGH MAX SHALL BE PERMITTED TO BE VERTICAL. CHANGES IN LEVEL BETWEEN 1/4"MIN TO 1/2"MAX SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. THE SLOPE OF TOP SURFACE OF THRESHOLDS SHALL NOT EXCEED 1:20.

LEVELNESS OF MANEUVERING CLEARANCES. FLOOR AREAS ON EITHER SIDE OF DOOR SHALL NOT EXCEED 1.8 PERCENT SLOPE IN ANY DIRECTION

PUSH-SIDE KICK PLATE AREAS

1. SWINGING DOOR AND GATE SURFACES WITHIN 10" OF THE FINISH FLOOR OR GROUND SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE.

2. ON GLASS DOORS, THE KICK PLATE AREA SHALL BE A MATERIAL OTHER THAN GLASS, PROTRUDING HINGE AND LOCKING PADS ARE TO BE PERMITTED IN THE KICK-PLATE AREA.

3. SURFACE MOUNTED BOLTS OR PROTRUDING RIMS OF CYLINDER LOCKS ARENOT PERMITTED IN THIS AREA. PARTS CREATING HORIZONTAL OR VERTICAL IN THIS SURFACE SHALL BE WITHIN 1/16" OF THE SAME PLANE AT THE OTHER. AND BE FREE OF SHARP OR ABRASIVE EDGES.

4. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATES:

1. INTERIOR DOORS AND GATES: 5 POUNDS (22.2 N) MAX 2. SLIDING OR FOLDING DOORS AND PEDESTRIAN-GATES: 5LBS (22.2 N) MAX

3. REQUIRED FIRE DOORS: THE MIN OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITE, NOT TO EXCEED 15LBS (66.7 N)

4. EXTERIOR HINGED DOORS: 5LBS (22.2 N) MAX.

- 5. AT POWERED DOORS, MANUAL DOOR LEAFS IN THE SAME LOCATION: 8 1/2LBS (37.8 N) MAX.
- DOORS TO ROOMS FOR FACILITIES LISTED IN CBC 11B-203 CENERAL EXCEPTIONS ARE NOT REQUIRED TO COMPLY WITH THESE FORCE REQUIREMENTS
- CLOSING SPEED. DOORS WITH AUTOMATIC CLOSERS SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION TO 12 DEGREES FROM LATCH IS 5 SECONDS MIN SPRING HINGES SHALL BE ADJUSTED SO THAT FROM 70 DEGREES, THE DOOR OR GATE SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS

B. RATED DOOR ASSEMBLIES. SHALL BE POSITIVE LATCHING AND INCLUDE A CLOSER. RATED ASSEMBLIES SHALL COMPLY WITH CBC CHAPTER 10 REQUIREMENTS AND THOSE OF THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL BE AVAILABLE ON THE JOB SITE FOR ALL RATESDOOR ASSEMBLIES.

C. SAFETY GLAZING SAFETY. GLAZING AT DOORS SHALL COMPLY WITH CBC CHAPTER 2406 FOR THE FOLLOWING LOCATIONS

#### D. POWERED DOORS.

POWERED DOORS SHALL COMPLY WITH EXCEPTIONS IN CBC 11B-404.2.9 POWERED DOORS ARE REQUIRED FOR PRIMARY PUBLIC AND EMPLOYEE

ENTRANCES TO BUILDINGS AND FACILITES, UON. WHERE A PAIR OF DOORS OCCURS IN THAT ASSEMBLY, BOTH LEAFS SHALL BE POWERED.

POWERED DOORS ARE PERMITTED IN LIEU OF OPENING FORCES NOTED IN DOOR AND GATE REQUIREMENTS NOTE A.5.

SAN FRANCISCO BUILDING DEPARTMENT INFORMATIONAL BULLETINS PERMISSIBLE USE OF POWERED DOORS IN ALTERATIONS IS ACCEPTED BY THESE REQUIREMENTS.

VERTICAL DOOR ACTUATORS ARE REQUIRED, AND ARE REQUIRED TO BEIRECTLY WIRED TO DOOR OPERATOR UON. WHERE SENSING DEVICES ARE UTILIZED, A LOW PUSH PLATE SHALL BE PROVIDES UON

POWERED DOORS SHALL HAVE KEYED OR TOGGLE SWITCH DISCONNECT IN THE NEAR VICINITY OF THE POWERED DOOR

A POWERED DOOR HARDWARE, ACTUATORS AND DISCONNECT IS PERMITTED TO BE INTEGRATED WITH SECURITY SYSTEMS. OBTAIN AN OPERATIONAL NARRATIVE FROM THE CITY'S REPRESENTATIVE.

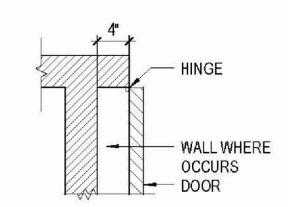
CBC 11B-404.2.9 EXCEPTION NOTED C, D AND E CONTAIN SIGNAGE REQUIREMENTS THAT ARE NOT COMPLETELY IDENTIFIED IN DETAILS SHOWN IN THE TYPICAL ACCESSIBLE DOOR AND GATE SHEET.

#### E. TYPICAL JAMB CONDITION

MANEUVERING AREA IS IN THE EXTERIOR, IT MAY HAVE A SLOPE NOT TO EXCEED 1.8%

REQUIRED MANEUVERING CLEARANCES AT DOORS

DAC APPROVED R03 2018.02.01



TYPICAL DOOR REQUIREMENTS DAC APPROVED R03 2018.02.01 FINAL DESIGN INTENT

02/21/2018

DEPARTMENT OF PUBLIC WORKS

CITY AND COUNTY OF SAN FRANCISCO

**BUILDING DESIGN AND** 

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Edgar Lopez - City Architect

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Mark Dorian - Architecture Services	Manage
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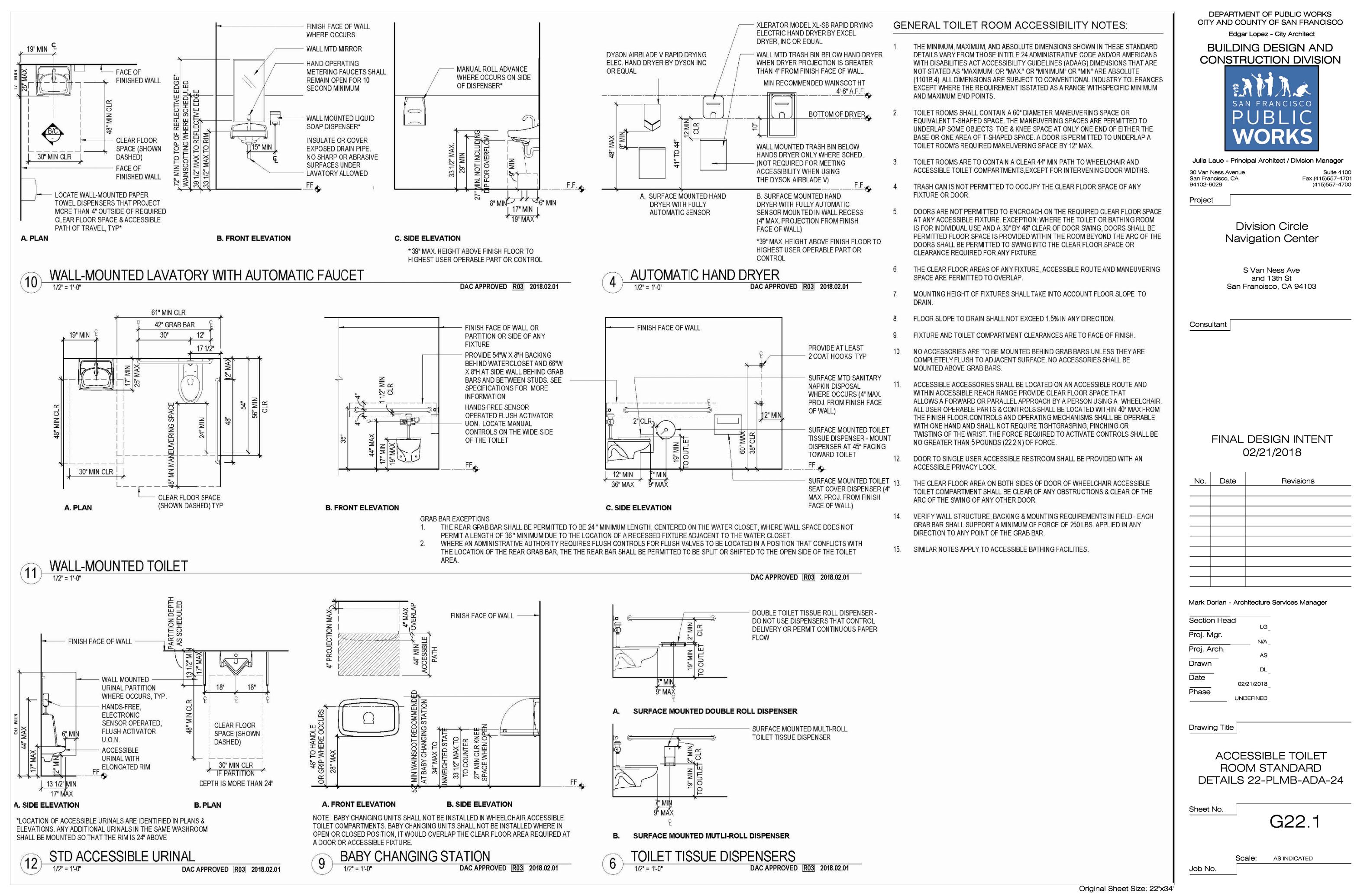
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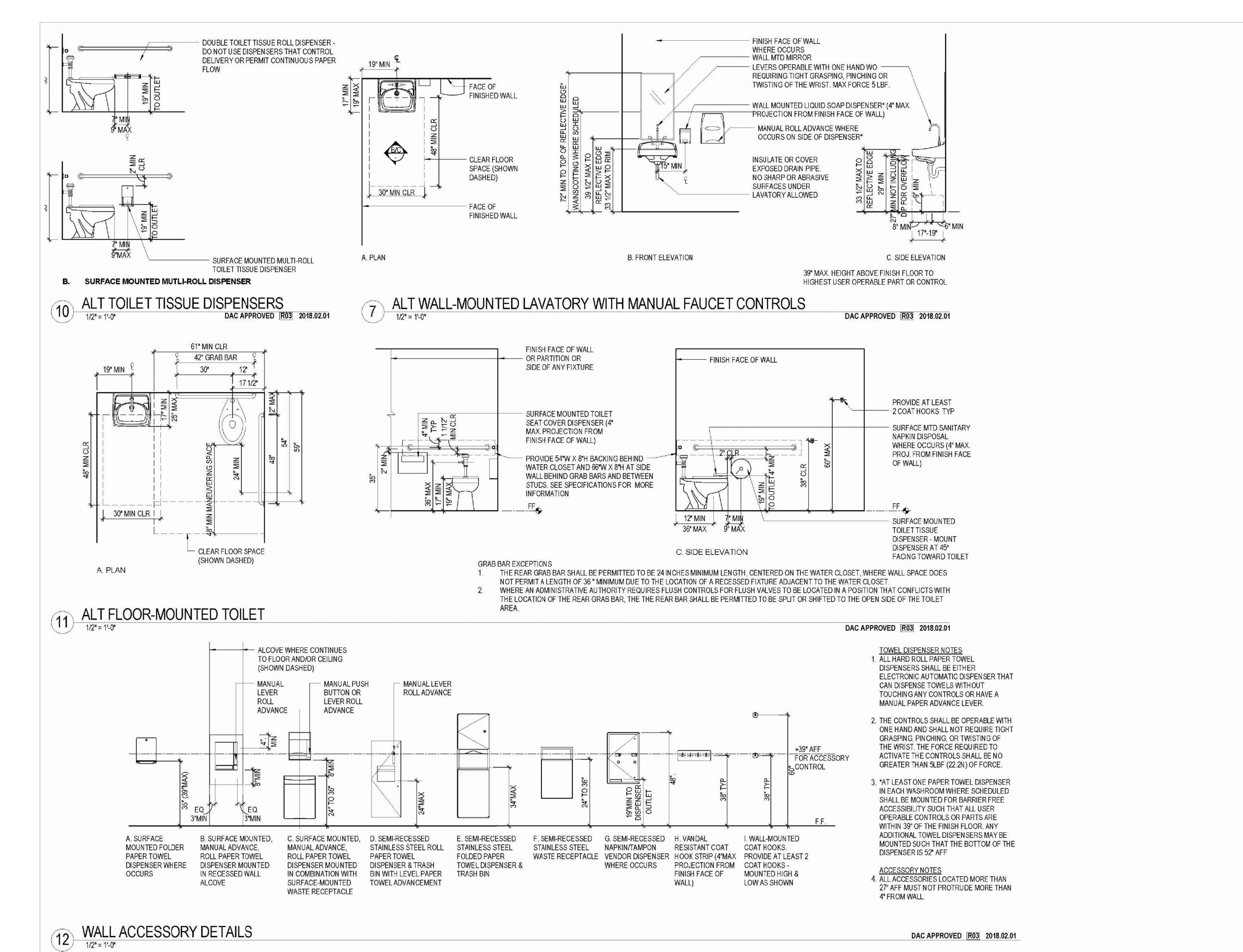
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TYPICAL ACCESSIBLE DOORS AND GATES

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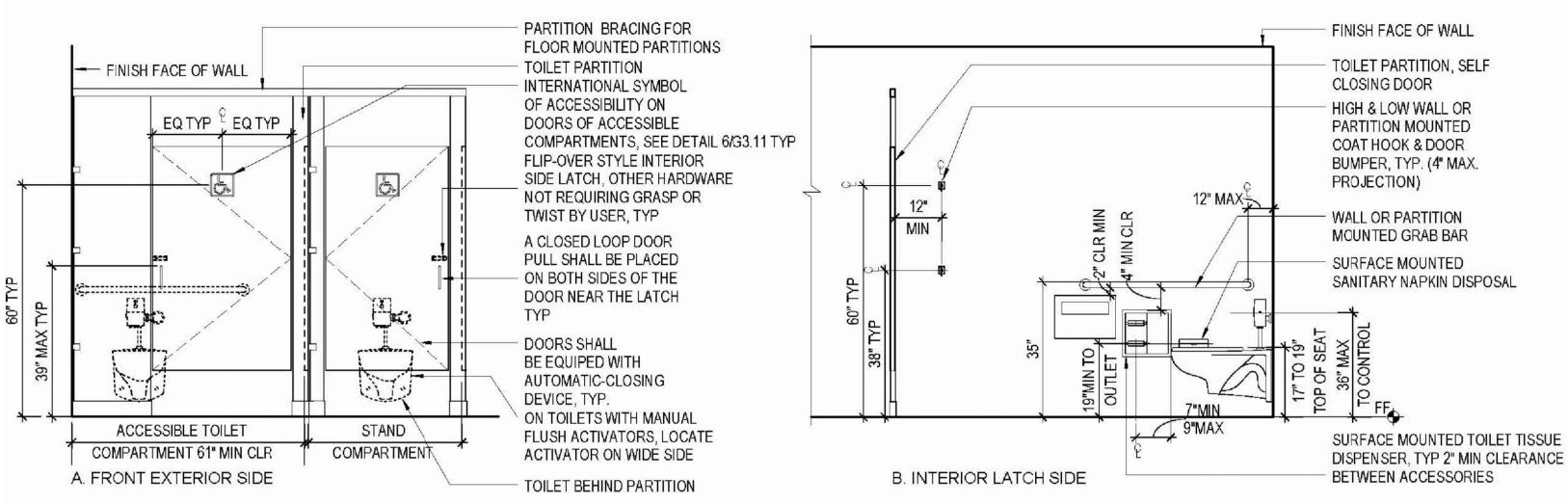
Edgar Lopez - City Architect BUILDING DESIGN AND CONSTRUCTION DIVISION Julia Laue - Principal Architect / Division Manager 30 Van Ness Avenue San Francisco, CA Fax (415)557-4701 (415)557-4700 94102-6028 Project Division Circle **Navigation Center** S Van Ness Ave and 13th St San Francisco, CA 94103 Consultant FINAL DESIGN INTENT 02/21/2018 Date Revisions No. Mark Dorian - Architecture Services Manager Section Head LG Proj. Mgr. N/A Proj. Arch. Drawn DL Date 02/21/2018 Phase UNDEFINED Drawing Title ACCESSIBLE TOILET **ROOM ALTERNATE** DETAILS 22-PLMB-ADA-24 Sheet No. G22.1A

AS INDICATED

Scale:

Job No.

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

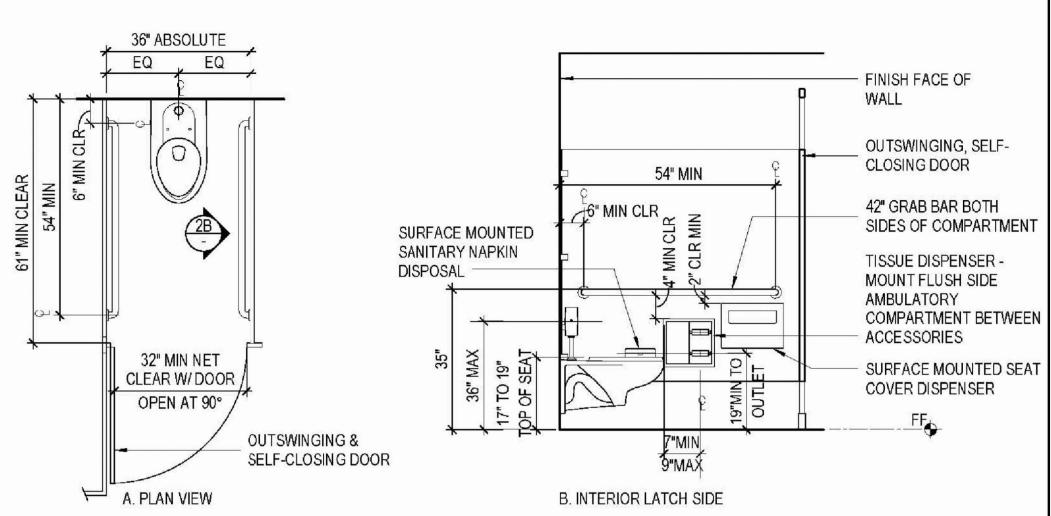


1. ALL PARTITION MOUNTED GRAB BARS MUST BE ABLE TO SUPPORT A MIN OF 250 LBS. IN ANY DIRECTION BOTH AT THE GRAB BAR AND AT THE PARTITION WITH DOCUMENTED CERTIFICATION BY TOILET PARTITION MANUFACTURER.

MANUFACTURER.

2. TOILET TISSUE, SEAT COVER DISPENSER OR OTHER DISPOSAL UNITS ARE NOT PERMITTED BETWEEN THE WALL AND GRAB BAR.

3. SEE DET 12/G3.35 FOR ACCESSORIES.



1. ALL PARTITION MOUNTED GRAB BARS MUST BE ABLE TO SUPPORT A MIN OF 250 LBS. IN ANY DIRECTION BOTH AT THE GRAB BAR AND AT THE PARTITION WITH DOCUMENTED CERTIFICATION BY TOILET PARTITION MANUFACTURER.

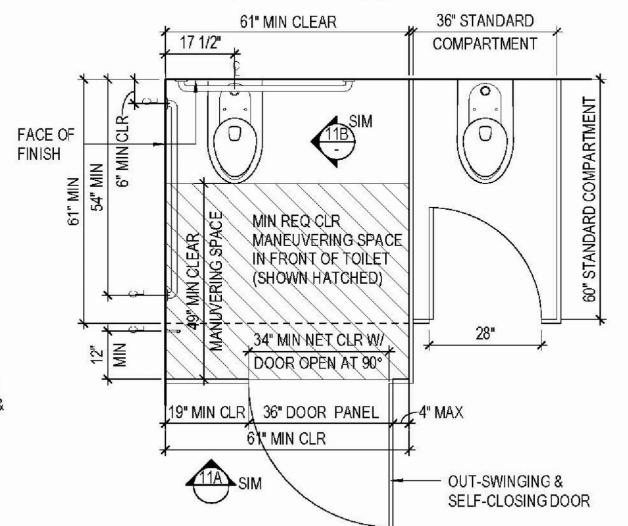
2. COMBINATION TOILET TISSUE, SEAT COVER DISPENSER OR OTHER DISPOSAL UNITS ARE NOT PERMITTED BETWEEN THE WALL AND GRAB BAR.
3. SEE DET 12/G3.35 FOR ACCESSORIES

AMBULATORY COMPARTMENT

TOILET COMPARTMENT AND ADJACENT AMBULATORY TOILET COMPARTMENTS

61" MIN CLEAR 36" AMBULATORY 17 1/2" COMPARTMENT FACE OF **FINISH** DOOR PERMITTED TO SWING OVER HATCHED PORTION OF MANEUVERING SPACE 42" GRAB ₿4" DOOR PANEIJ BAR TYP DOOR MUST BE CLEAR W/DOOR **OUTSWINGING &** OPEN @ 90° DOOR OPEN AT 90° SELF CLOSING 36" DOOR PANEL IN-SWINGING & SELF-**CLOSING DOOR** 

TOILET COMPARTMENT
W/ FRONT-OPEN INSWING DOOR &
ADJACENT ABULATORY COMPARTMENT
1/2" = 1'-0" DAC APPROVED [R03] 2018.02.01

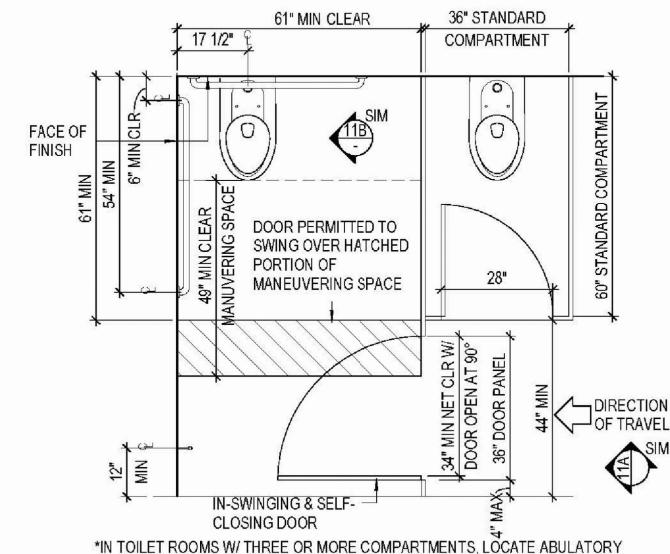


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TOILET COMPARTMENT

W/ FRONT-OPEN OUTSWING DOOR

1/2" = 1'-0" DAC APPROVED R03 2018.02.01



\*IN TOILET ROOMS W/ THREE OR MORE COMPARTMENTS, LOCATE ABULATORY
TOILET COMPARTMENT AWAY FROM ACCESSIBLE STALL

TOILET COMPARTMENT W/ IN-SWINGING

-SIDE ENTRY DOOR

1/2" = 1'-0" DAC APPROVED R03 2018.02.01

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
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FINAL DESIGN INTENT 02/21/2018

	No.	Date	Revisions
9			
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Mark Dorian - Architecture Services Manager

UNDEFINED

Section Head

Proj. Mgr.

Proj. Arch.

AS

Drawn

Date

02/21/2018

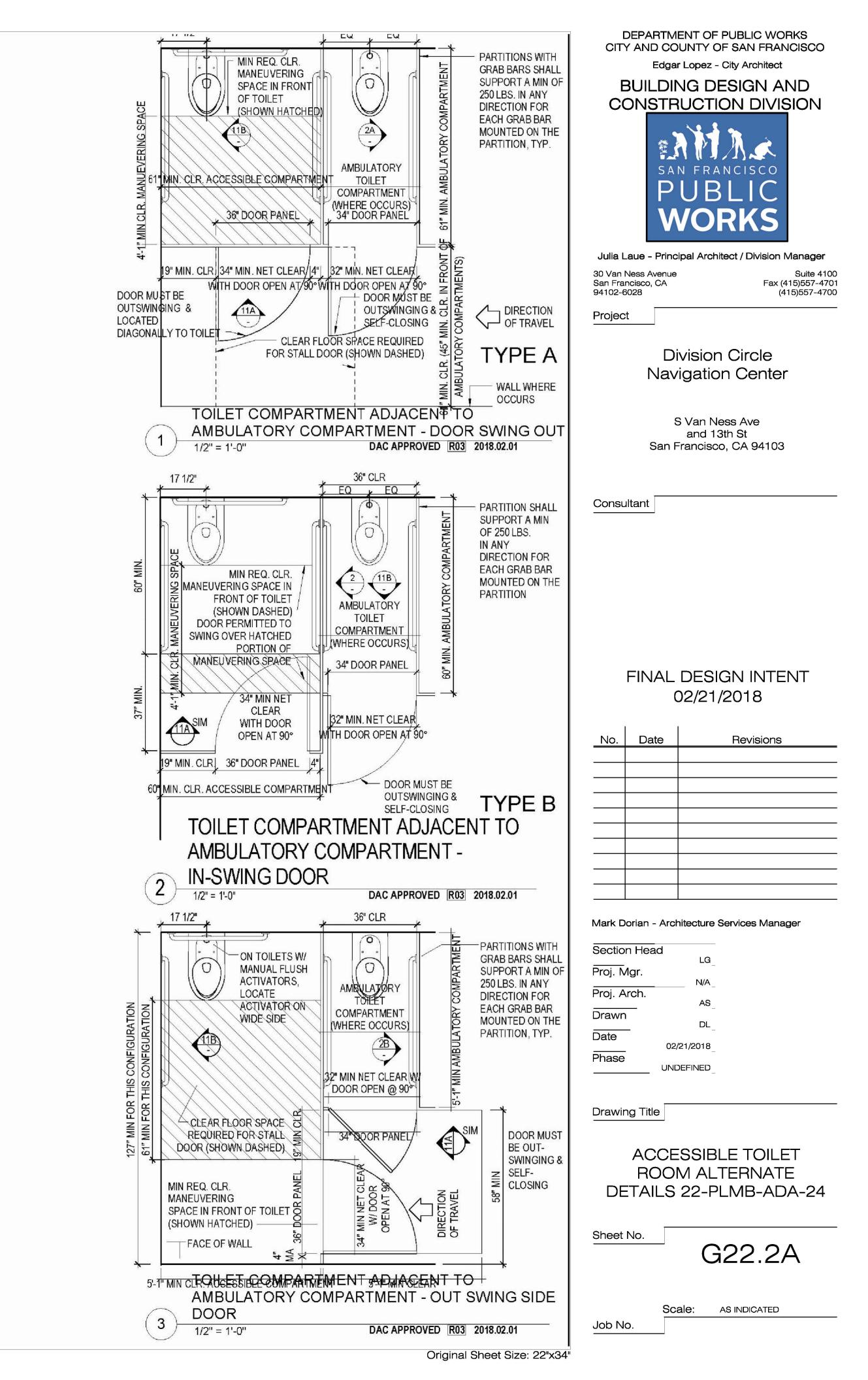
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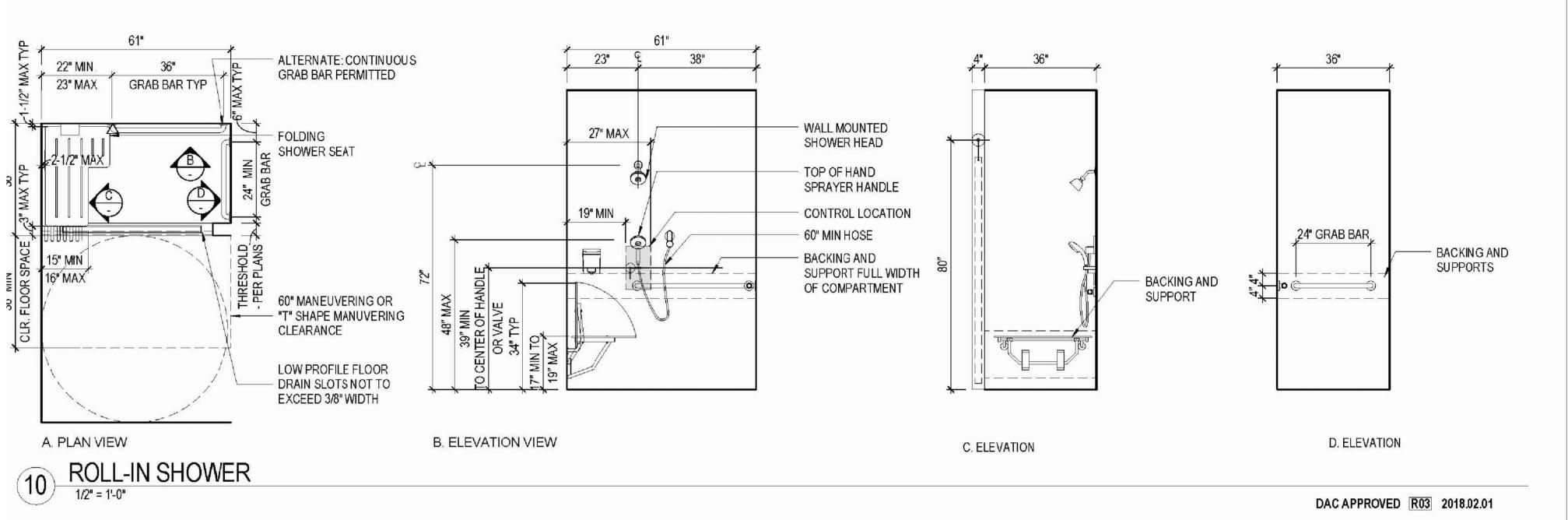
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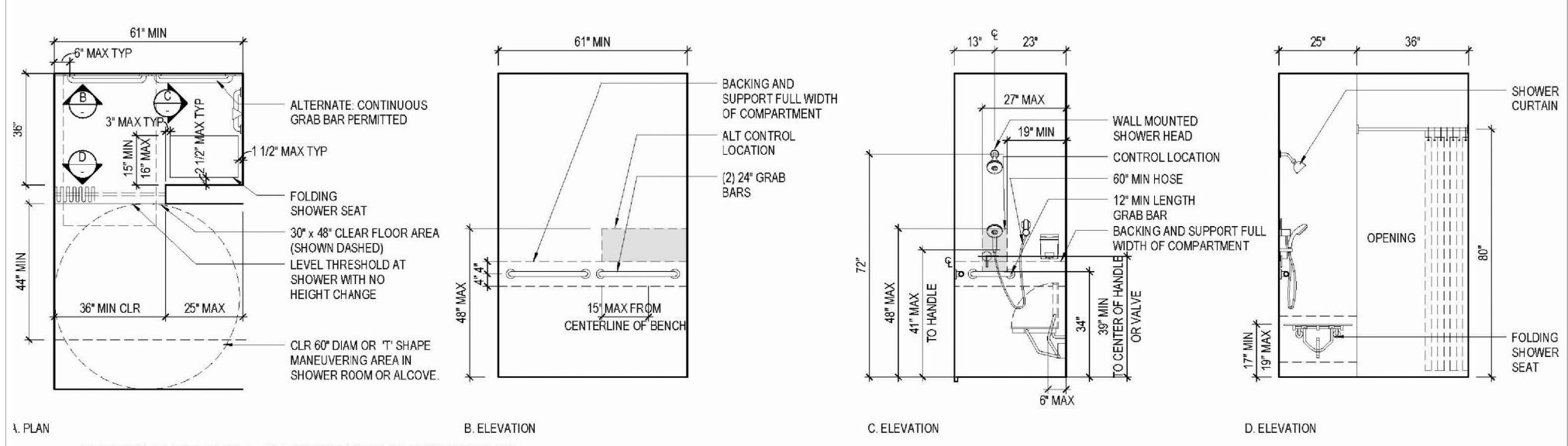
ACCESSIBLE TOILET RESTROOM STANDARD DETAILS 22-PLMB-ADA-24

Sheet No.

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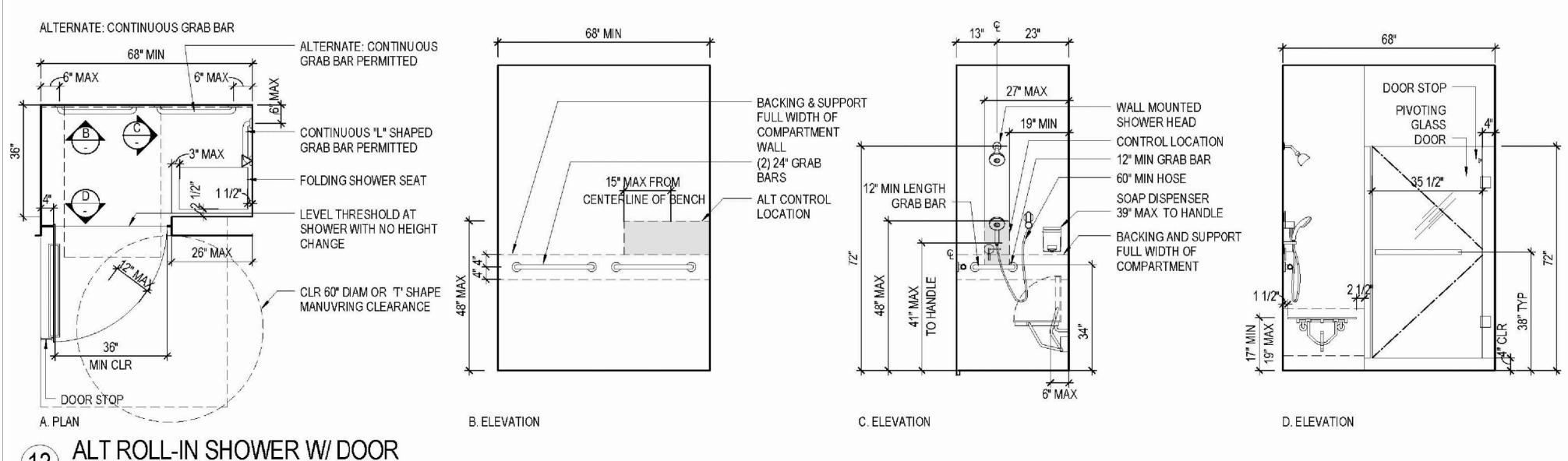






ALTERNATE ROLL-IN SHOWER W/ CURTAIN

DAC APPROVED R03 2018.02.01



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DAC APPROVED R03 2018.02.01

#### SHOWER COMPARTMENTS - GENERAL NOTES:

#### B. CLEARANCES, SLOPES, & THRESHOLDS

- SHOWER COMPARTMENTS ARE SHOWN WITH CLEARANCES THAT MAY EXCEED THOSE INDICATED IN STANDARD BUILDING CODE. WHEN APPROVED BY THE CITY REPRESENTATIVE, STANDARD PRE-MANUFACTURED ROLL-IN SHOWER UNIT IS PERMITTED FOR THE ROLL-IN SHOWER COMPARTMENT.
- FOR AN ALTERNATE ROLL-IN SHOWER COMPARTMENT CONFIGURATION, THE CLEARANCE BETWEEN THE SEAT WALL AND OPPOSING WALL IS 36" ABSOLUTE.
- 3. ENCLOSURES FOR SHOWER COMPARTMENTS SHALL NOT OBSTRUCT CONTROLS, FAUCETS, AND SHOWER SPRAY UNITS OR OBSTRUCT TRANSFER FROM WHEELCHAIRS ONTO SHOWER SEATS.
- 4. GROUND FLOOR SURFACES OUTSIDE AND INSIDE THE SHOWER COMPARTMENT SHALL NOT EXCEED 1.5% SLOPE IN ANY DIRECTION. WITHIN A SHOWER COMPARTMENT, THE FLOOR SURFACE SHALL SLOPE DOWN TO DRAIN WITHIN THE COMPARTMENT.
- 5. THRESHOLDS ARE PERMITTED IN ROLL-IN SHOWERS AND NOT ALTERNATE ROLL-IN SHOWER COMPARTMENTS. THRESHOLDS SHALL BE SOLID MATERIAL UON) AND 1/4" MAX HEIGHT WITH BEVELED EDGES.

#### B. SHOWER CONTROLS

- REFER TO PLUMBING SPECIFICATIONS FOR INDIVIDUAL CONTROLS AND FIXTURES ARE SHOWN IN DETAILS, ESPECIALLY FOR INTEGRATED SHOWER CONTROL APPLIANCES.
- A SEPARATE SHOWER SPRAY UNIT AND AN UPPER SHOWER SPRAY HEAD ARE REQUIRED. ADJUSTABLE HEIGHT SHOWER HEAD ON A VERTICAL BAR IS NOT PERMITTED.
- 3. SHOWER CONTROLS AND THEIR LEVERS SHALL BE COMPLETELY LOCATED IN THE CONTROL LOCATION AREA. WHERE AN INTEGRATED SHOWER CONTROL APPLIANCE IS SPECIFIED, LOCATE ALL PLUMBING FIXTURES IN THE CONTROL LOCATION AREA. THE GRAB BAR SHALL NOT OVERLAP THE UNIT'S FINISH PANEL.
- 4. SHOWER CONTROLS SHALL BE OF A SINGLE-LEVER DESIGN, OPERABLE WITH ONE HAND, AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE THE CONTROLS SHALL NOT EXCEED 5 LBF (22.2N).
- SHOWER CONTROL LEVER AT FULL OPEN POSITION SHALL NOT BE MORE THAN 27" FROM CORNER OF SEAT WALL. IT SHALL NOT ENCROACH WITHIN 1 ½" TO TOP OF GRAB BAR IN ANY POSITION.
- SHOWER CONTROL ESCUTCHEON PLATES SHALL BE LOCATED TO PERMIT THE PASSAGE OF A 1½" DOWEL THROUGH IT AND A GRAB BAR.
- 7. SHOWER SPRAY UNIT SHALL HAVE AN ON/OFF CONTROL WITH A NON-POSITIVE SHUT-OFF. SHOWER SPRAY HOSE SHALL BE 60" LONG MIN.

#### C. SHOWER SEATS.

- A 15" BY 22" RECTANGULAR, FOLDING SHOWER SEAT IS SHOWN IN ALTERNATE SHOWER COMPARTMENT. WHEN FOLDED, THE SEAT SHALL EXTEND 6 "MAX FROM SEAT WALL. TOP OF SHOWER SEAT SHALL BE MOUNTED BETWEEN 17" MIN TO 18" MAX FROM FLOOR SURFACE AT SEAT WALL.
- THE ALLOWABLE STRESSES SHALL NOT BE EXCEEDED FOR MATERIALS
   USED WHEN A VERTICAL OR HORIZONTAL FORCE OF 250 POUNDS
   (1112N) IS APPLIED IN ANY POINT ON THE SEAT, FASTENER,
   MOUNTING DEVICE OR SUPPORTING STRUCTURE.

#### D. GRAB BARS.

- 1. SEPARATE GRAB BARS ARE SHOWN IN DETAILS. INTEGRAL GRAB BAR COMPONENTS AND CONTINUOUS GRAB BARS ARE PERMITTED.
- 2. GRAB BAR BACKING AND SUPPORTS SHALL BE CONTINUOUS FOR FULL WIDTH AND DEPTH OF WALLS WITH GRAB BARS AS SHOWN.
- 3. THE ALLOWABLE STRESSES SHALL NOT BE EXCEEDED FOR MATERIALS USED WHEN A VERTICAL OR HORIZONTAL FORCE OF 250 POUNDS (1112N) IS APPLIED IN ANY POINT ON THE GRAB BAR, FASTENER, MOUNTING DEVICE OR SUPPORTING STRUCTURE.

#### E.DRAINS AND COVERS

 MAXIMUM OPENING IN FLOOR DRAINS IS 1/4".DRAIN MUST BE FLUSH WITH FINISHED FLOOR. DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

### BUILDING DESIGN AND CONSTRUCTION DIVISION



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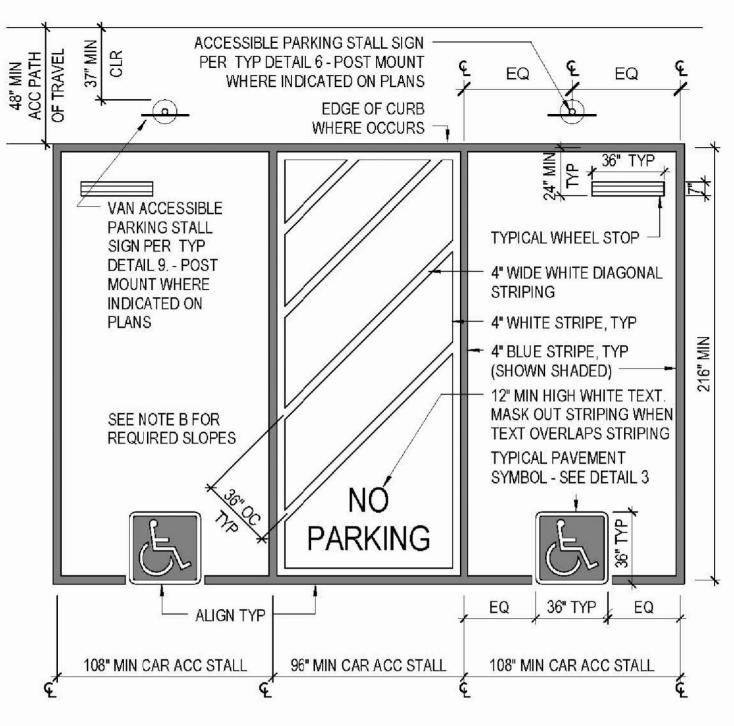
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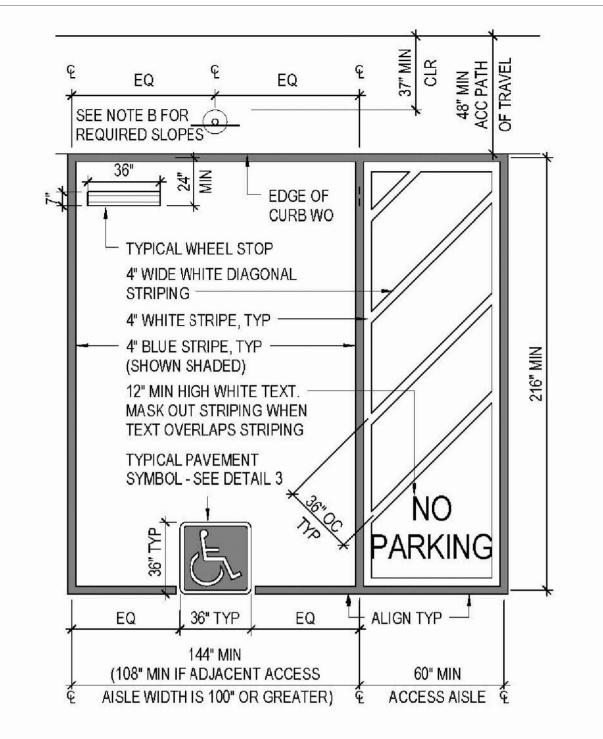
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ACCESSIBLE SHOWER
ALTERNATE DETAILS
22-PLMB-ADA-24

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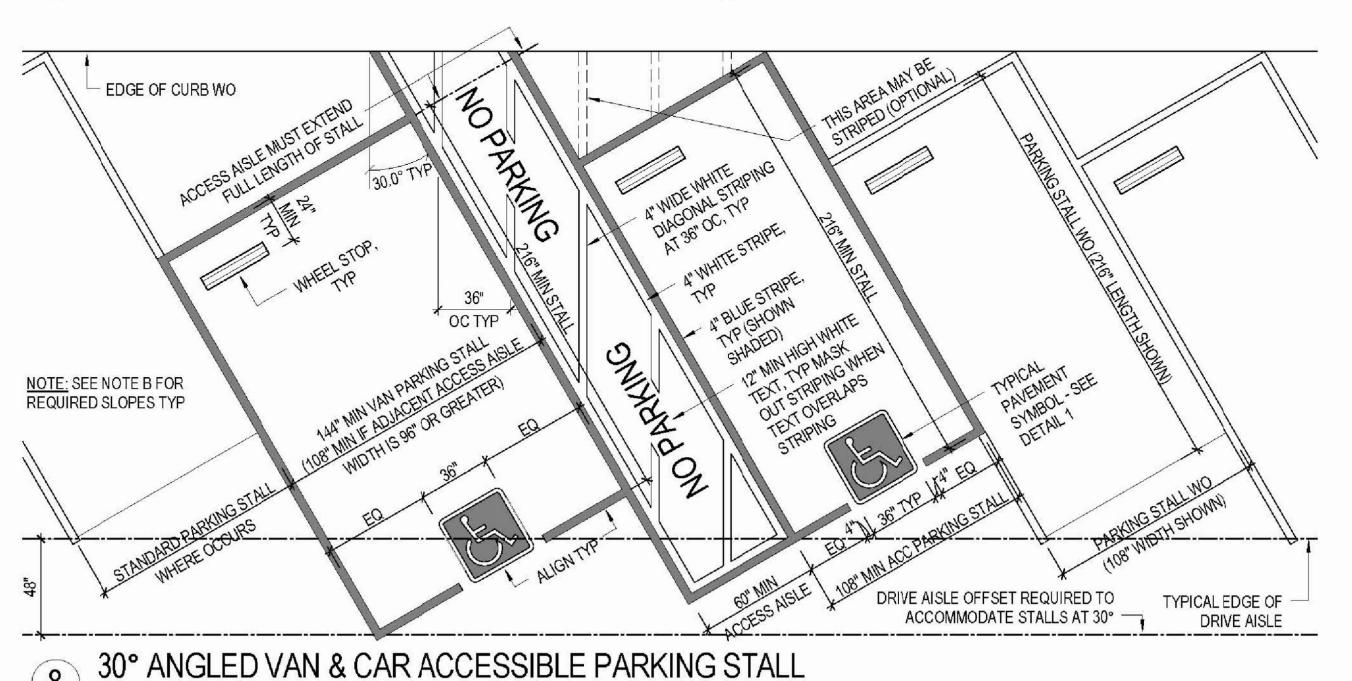


7 VAN & CAR ACCESSIBLE PARKING STALL

1/4" = 1'-0" DAC APPROVED RO3 2018.02.01

4 VAN ACCESSIBLE PARKING STALL

1/4" = 1'-0" DAC APPROVED R03 2018.02.01



UNAUTHORIZED VEHICLE TOWING SIGN

1 1/2" = 1'-0"

DAC APPROVED R03 2018.02.01

CONTRACTOR TO CONFIRM TOWING AGENCY, ADDRESS, AND PHONE NUMBERS WITH SFMTA AND SFPD. POST SIGN IN CONSPICUOUS PLACE AT

EACH ENTRANCE TO OFF STREET PARKING FACILITIES, OR IMMEDIATELY

ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE. BLANK SPACES

ARE TO BE FILLED WITH APPROPRIATE INFORMATION AS A PERMANENT PART

1" MIN HIGH, NON-GLARE, BLACK

LETTERING, TYP

REFLECTORIZED

WHITE BACKGROUND

+80" MIN AT POLE

+36" AFF MIN AT WALL

1/4" MIN WIDE BLACK

24" MAX

UNAUTHORIZED VEHICLES PARKED~

IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING

DISTINGUISHING

PLACARDS OR SPECIAL LICENSE

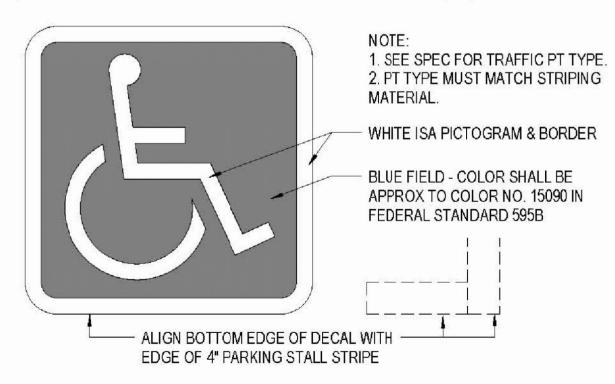
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DISABILITIES WILL BE TOWED AWAY

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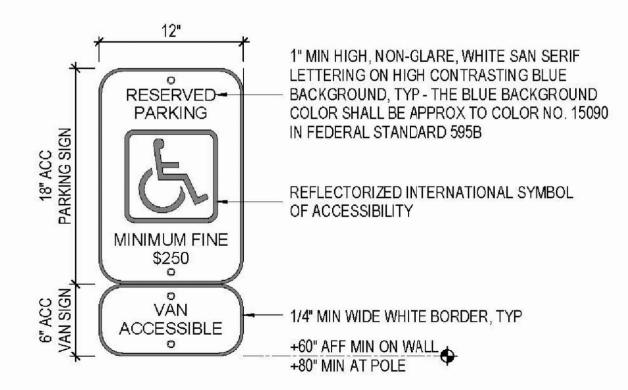
**TELEPHONING** 



INTERNATIONAL SYMBOL OF

ACCESSIBILITY - PAVING DECAL

1" = 1'-0" DAC APPROVED R03 2018.02.01



12"

1" MIN HIGH, NON-GLARE, WHITE SAN SERIF
LETTERING ON HIGH CONTRASTING BLUE
BACKGROUND, TYP - THE BLUE BACKGROUND
COLOR SHALL BE APPROX TO COLOR NO.
15090 IN FEDERAL STANDARD 595B

REFLECTORIZED INTERNATIONAL
SYMBOL OF ACCESSIBILITY

1/4" MIN WIDE WHITE BORDER, TYP

+60" AFF MIN ON WALL
+80" MIN AT POLE

DAC APPROVED R03 2018.02.01

9 VAN ACCESSIBLE PARKING STALL SIGN

1 1/2" = 1'-0" DAC APPROVED R03 2018.02.01

6 ACCESSIBLE PARKING STALL SIGN

1 1/2" = 1'-0" DAC APPROVED R03 2018.02.01

#### PARKING SPACE DESIGN NOTES

GENERAL PARKING, ELECTRICAL VEHICLE PARKING AND VALET PARKING SHALL BE CALCULATED SEPARATELY. SPECIALIZED PARKING FOR EMPLOYEES VERSUS PUBLIC VS. MEDICAL ETC. SHALL BE CALCULATED SEPARATELY.

#### A. ACCESSIBLE ROUTES

AN ACCESSIBLE ROUTE SHALL CONNECT ACCESS AISLES OF ACCESSIBLE PARKING SPACES TO BUILDINGS AND FACILITY ENTRANCES AND WALKS AND SIDEWALKS THAT SERVE OTHER ACCESSIBLE ELEMENTS ON A SITE. CBC 11B-208.3 LOCATION PROVIDES OTHER PLANNING CRITERIA.

#### B. FLOOR SURFACES AT ACCESSIBLE SPACES, THE ADJACENT ACCESS AISLES AND ACCESSIBLE ROUTES SHALL

BE FIRM, STABLE, AND SLIP RESISTANCE.

- 2. CROSS SLOPE IN ANY DIRECTION SHALL NOT EXCEED 1.5% MAX.
- OPENINGS IN FLOOR OR GROUND SURFACES OF THESE AREAS SHALL NOT PERMIT THE PASSAGE OF A 1/2" DIAMETER SPHERE.
- CHANGES IN ELEVATION SHALL NOT EXCEED 1/4" MAX.
- DETECTABLE WARNINGS, DRAINS, OR GRATES ARE NOT PERMITTED TO BE PLACED IN OR ON PARKING SPACE OR ADJACENT ACCESS AISLE SURFACES.

#### C. VERTICAL CLEARANCES

THE VERTICAL CLEARANCE ALONG VEHICULAR ROUTE TO AND FROM ACCESSIBLE SPACES ARE REQUIRED TO BE MINIMUM 114" CLEAR. THE ACCESSIBLE ROUTE LEADING TO AND FROM ACCESS AISLES TO BUILDING AND FACILITY ENTRANCE, OR DESIGNATED ROUTE TO EXITS, SHALL BE 120" CLEAR MAX.

#### PAVING

ACCESSIBLE PARKING SPACES, PASSENGER LOADING ZONES, ELECTRIC VEHICLE SPACES REQUIRED BY CBC 11B-228.3, AND ADJACENT ACCESS AISLES SHALL BE CONCRETE PAVING. CONSTRUCTION DETAILS INCLUDING REINFORCING ARE SHOWN ELSEWHERE ON DRAWINGS.

#### E. PARKING SPACE SIGNS AND MOVEMENT MARKINGS

- 1. ACCESSIBLE PARKING SPACES SHALL BE IDENTIFIED BY A SIGN BEARING THE STANDARD ISA SYMBOL IN WHITE ON A BLUE BACKGROUND, THE TEXT "RESERVED PARKING" OR "PARKING ONLY", AND THE TEXT, "\$250 MINIMUM FINE".
- VAN ACCESSIBLE SIGNS SHALL BE IDENTIFIED BY A SIGN WITH THE TEXT "VAN ACCESSIBLE" WHICH MAY BE SEPARATE OR INTEGRATED WITH THE FIRST SIGN
- SIGNS SHALL BE MOUNTED ON A WALL SURFACE, POLE OR HUNG FROM OVERHEAD STRUCTURE. MIN MOUNTING HEIGHTS ARE NOTED IN DETAILS.
- 4. PARKING SPACE, PASSENGER LOADING AND UNLOADING SPACE AND ACCESS AISLE PAVEMENT MARKINGS SHALL BE THERMOPLASTIC MATERIALS. STANDARD SIZES AND GRAPHICS ARE SHOWN IN DETAILS. TECHNICAL CRITERIA FOR MATERIALS ARE LOCATED IN SPECIFICATIONS.
- THE "UNAUTHORIZED VEHICLES" TOWING SIGN SHALL BE POSTED AS SHOWN IN PLANS.

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

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Consultant

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Mark Dorian - Architecture Services Manager

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Section Head

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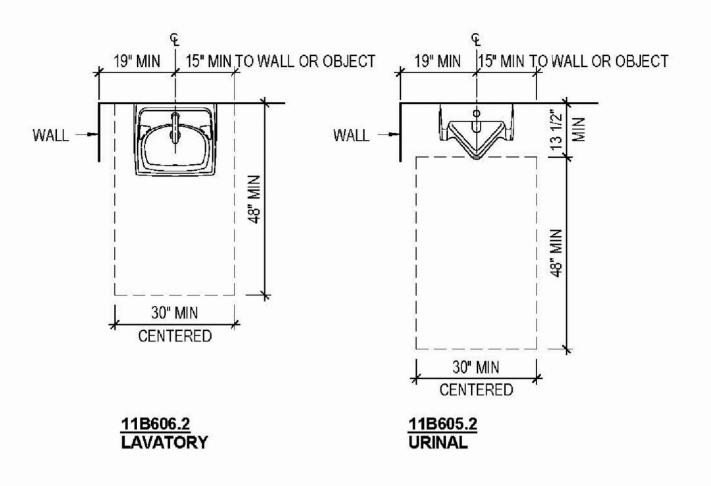
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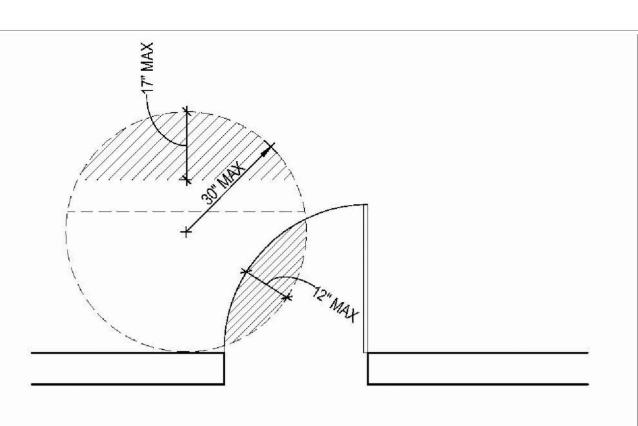
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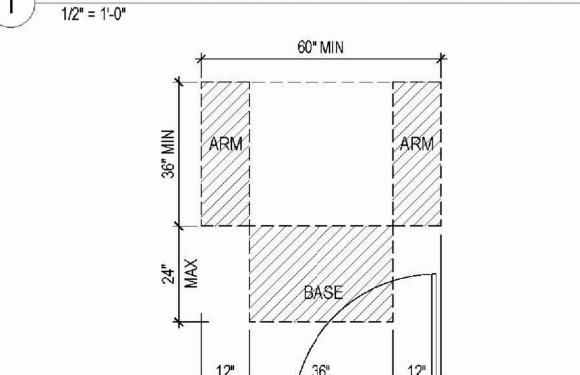
### STANDARD CLEARANCES - LAVATORY & URINAL



#### 11B304.3.1

60" MANUVERING SPACE MAY UNDERLAP OBJECTS BY 17" MAX
 DOOR SWING MAY OVERLAP 12" MAX

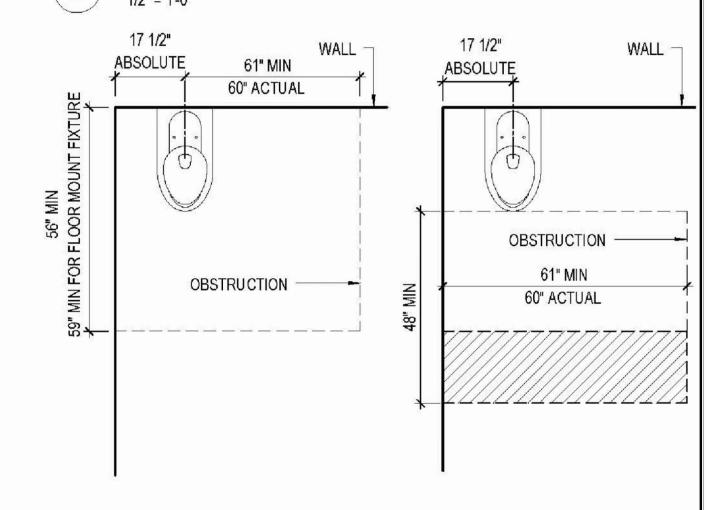
### STANDARD CLEARANCES - 60" DIAM. MANEUVERING AREA



#### 11B304.3.2

ONLY BASE OR (1) ARM IS PERMITTED TO INCLUDE KNEE AND TOE CLEARANCE
 DOOR SWING MAY OVERLAP ANYWHERE BY 12" MAX

### STANDARD CLEARANCES - 'T' SHAPED MANUVERING AREA



#### 11B604.4.5.2

- CLEAR FLOOR AREA MAY OVERLAP & UNDERLAP ACCESSORIES
   CLEAR FLOOR AREA MAY NOT OVERLAP LAVATORIES, URINALS OR BABY CHANGING UNITS
- STANDARD CLEARANCES ADA TOILET

  1/2" = 1'-0"

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Mark Dorian - Architecture Services Manager

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DESIGN GUIDE FOR SINGLE
USE-ALL GENDER
RESTROOM-STANDARD
CLEARANCES

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#### A1. SINGLE USE - T-SHAPED TURNING SPACE

#### ALL-GENDER - IN-SWINGING DOOR

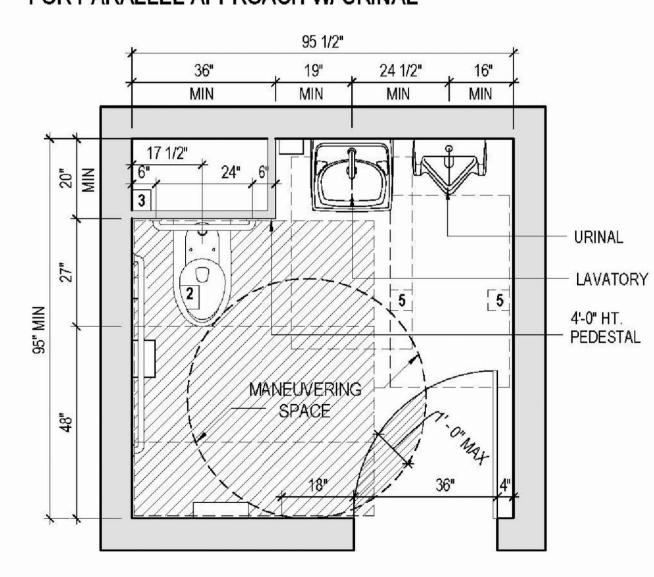
#### PLANNING NOTES

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCES BETWEEN FIXTURES AND ENTRY DOOR, A 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF WALL HUNG TOILET AND LAVATORY SELECTED. ASSUMES A 27"D TOILET, 18 1/4"D BY 20"W LAVATORY.
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- THE ROOM LAYOUT RELIES ON AN 11B 304.8 60" DIAM OR A "T" SHAPED MANEUVERING AREA AND PROVIDES, UON, AN ADDITIONAL 1" MIN TOLERANCE IN THE WIDTH AND DEPTH DIMENSIONS OF THE ROOM.
- 30" X 48" CLEAR FLOOR AREA MUST BE PROVIDED AT LAVATORY.

### 86 1/2" MIN. 17 1/2" 62" MIN 25 1/4" 25 1/4" LAVATORY 4'-0" HT. PEDESTAL OR PLUMBING CHASE

### 74" MIN 19" 19" MIN MIN LAVATORY 4'-0" HT. PEDESTAL OR PLUMBING CHASE MANEUVERING SEE 11B-604.3.2 FOR ACCESSORY OVERLAP, TYP

#### C1. SINGLE USE - MANEUVERING CLEARANCE FOR PARALLEL APPROACH W/ URINAL



#### C.1 ALL-GENDER - WITH URINAL AND IN-SWINGING DOOR

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCESA 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF WALL HUNG TOILET AND LAVATORY SELECTED. ASSUMES A 27"D TOILET, 18 1/4"D BY 20"W
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- THE ROOM LAYOUT RELIES ON AN 11B 304.8 60" DIAM OR A "T" SHAPED MANEUVERING AREA AND PROVIDES, UON, AN ADDITIONAL 1" MIN TOLERANCE IN THE WIDTH AND DEPTH DIMENSIONS OF THE ROOM.
- 30" X 48" CLEAR FLOOR AREA MUST BE PROVIDED AT LAVATORY.

#### **B1. SINGLE USE - MANEUVERING CLEARANCE** FOR PARALLEL APPROACH

#### **ALL-GENDER - OUT SWINGING DOOR**

#### PLANNING NOTES

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCES BETWEEN FIXTURES AND ENTRY DOOR A 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- TOILET ROOM'S MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF THE WALL HUNG AND LAVATORY SELECTED. ASSUMES A 27"D TOILET, 18 1/4"" D BY 20"W LAVATORY
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- THIS ROOM LAYOUT DOES NOT PERMIT AN IN-SWINGING DOOR
- 30" X 48" CLEAR FLOOR AREA MUST BE PROVIDED AT LAVATORY.

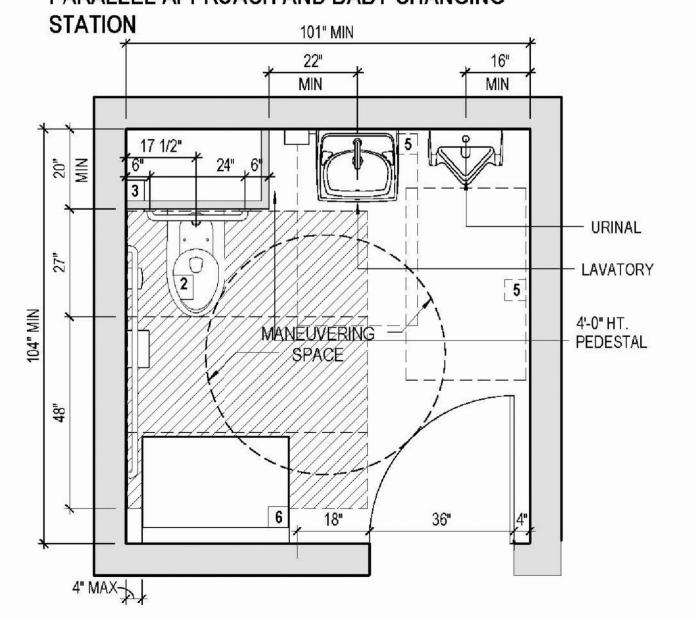
#### B2. SINGLE USE - MANEUVERING CLEARANCE FOR PARALLEL APPROACH AND BABY CHANGING STATION B.2 ALL-GENDER - OUT-SWINGING DOOR

#### **PLANNING NOTES**

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCES BETWEEN FIXTURES AND ENTRY DOOR, A 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF WALL HUNG TOILET AND LAVATORY SELECTED. ASSUMES A 27"D TOILET AND 18 1/4" D BY 20" W LAVATORY.
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- THIS ROOM LAYOUT DOES NOT PERMIT AN IN-SWINGING DOOR
- 30" X 48" CLEAR FLOOR AREA MUST BE PROVIDED AT LAVATORY.
- THE BABY-CHANGE UNIT IS A 4" THICK DEPTH WHEN FOLDED, 36" MAX WIDTH, AND 4" MIN CLEARANCE TO ADJACENT WALL AND 1-8" MIN ADJACENT DOOR.
- IF THE ROOM HAS AN EXTERIOR DOOR, AN ADDITIONAL 10" MIN OF ROOM WIDTH IS REQUIRED FOR THE DOOR TO HAVE A 18" MIN STRIKE-SIDE, PULL-SIDE CLEARANCE. AN ADDITIONAL 16" MIN OF ROOM WIDTH IS REQUIRED FOR AN IN-SWINGING EXTERIOR DOOR.
- THE ROOM LAYOUT RELIES ON AN 11B 304.8 60" DIAM MANEUVERING AREA AND PROVIDES AN ADDITIONAL 1" MIN TOLERANCE IN THE WIDTH AND DEPTH DIMENSIONS OF THE ROOM UON

### 81" MIN 22 1/2" MIN MIN MIN LAVATORY 4'-0" HT. PEDESTAL OR PLUMBING CHASE MANEUVERING **BABY CHANGING** UNIT (OPEN CONDITION) 18"

#### C2. SINGLE USE - MANEUVERING CLEARANCE FOR PARALLEL APPROACH AND BABY CHANGING

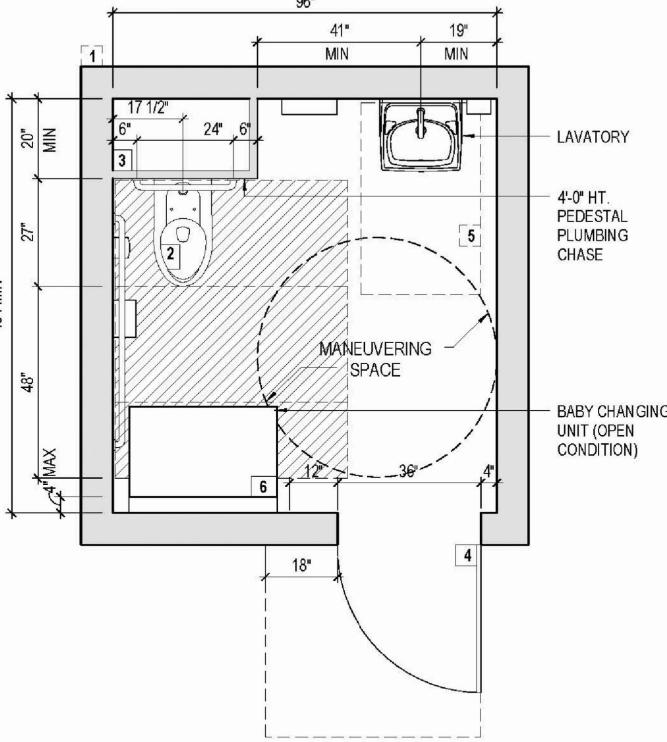


#### **B3. SINGLE USE - MANEUVERING CLEARANCE WITH** BABY CHANGING STATION AND BABY CHANGING STATION

#### **B.3 ALL-GENDER - OUT-SWINGING DOOR**

#### PLANNING NOTES

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCES BETWEEN FIXTURES AND ENTRY DOOR. THIS ROOM LAYOUT INCLUDES A BABY CHANGE UNIT.
- TOILET ROOM'S MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF AN ADDITIONAL TOILET, LAVATORY AND URINAL SELECTED. ASSUMES A 27"D TOILET AND 18 1/4" D BY 20"W LAVATORY.
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- THIS ROOM LAYOUT DOES NOT PERMIT AN IN-SWINGING DOOR.
- 30" X 48" CLEAR FLOOR AREA MUST BE PROVIDED AT LAVATORY THE BABY-CHANGE UNIT IS A 4" THICK DEPTH WHEN FOLDED, 36" MAX WIDTH, AND
- 4" MIN CLEARANCE TO ADJACENT WALL AND ADJACENT DOOR FRAME, EACH. AN ADDITIONAL 12" MIN ROOM DEPTH IS REQUIRED FOR A "T" SHAPED
- MANUVERING AREA AND BABY CHANGING UNIT WITHOUT A BABY CHANGE UNIT, DOOR CAN SWING IN WITH T SHAPED TURNING
- SPACE PARTLY UNDER LAVATORY, A 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- THE ROOM LAYOUT RELIES ON AN 11B 304.8 60" DIAM MANEUVERING AREA AND PROVIDES AN ADDITIONAL 1" MIN TOLERANCE IN THE WIDTH AND DEPTH DIMENSIONS OF THE ROOM UON.



#### C.2 ALL-GENDER - WITH URINAL AND IN-SWINGING DOOR

#### PLANNING NOTES

- PER 2016 CBC 11B.603.2 OVERLAPPING CLEARANCES. A 30"X48" CLEAR FLOOR AREA MUST BE PROVIDED OUTSIDE THE SWING OF THE DOOR.
- MIN DIMENSIONS ARE DEPENDENT UPON THE TYPE AND DEPTH OF WALL HUNG TOILET AND LAVATORY SELECTED. ASSUMES A 27"D TOILET, 18 1/4" D BY 20" W LAVATORY AND 19" W URINAL
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY
- THE BABY-CHANGE UNIT IS A 4" THICK DEPTH WHEN FOLDED, 36" MAX WIDTH, AND 4" MIN CLEARANCE TO ADJACENT WALL AND 18" MIN ADJACENT DOOR
- A LAVATORY ALCOVE THAT IS DEEPER THAN ITS FIXTURE, PERMITS THE TOILET TO HAVE A 24" REAR GRAB BAR AND THE CLEARANCES FOR TOILET AND LAVATORY TO OVERLAP.
- IF THE ROOM HAS AN EXTERIOR DOOR, AN ADDITIONAL 6" MIN IS REQUIRED FOR THE WIDTH OF THE ROOM TO PROVIDE A 24" STRIKE-SIDE CLEARANCE
- THE ROOM LAYOUT RELIES ON AN 11B 304.2 60" DIAM MANEUVERING AREA AND PROVIDES 1" MIN TOLERANCEIN THE WIDTH AND DEPTH DIMENSIONS OF THE ROOM UON.

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Mark Dorian - Architecture Services Manager

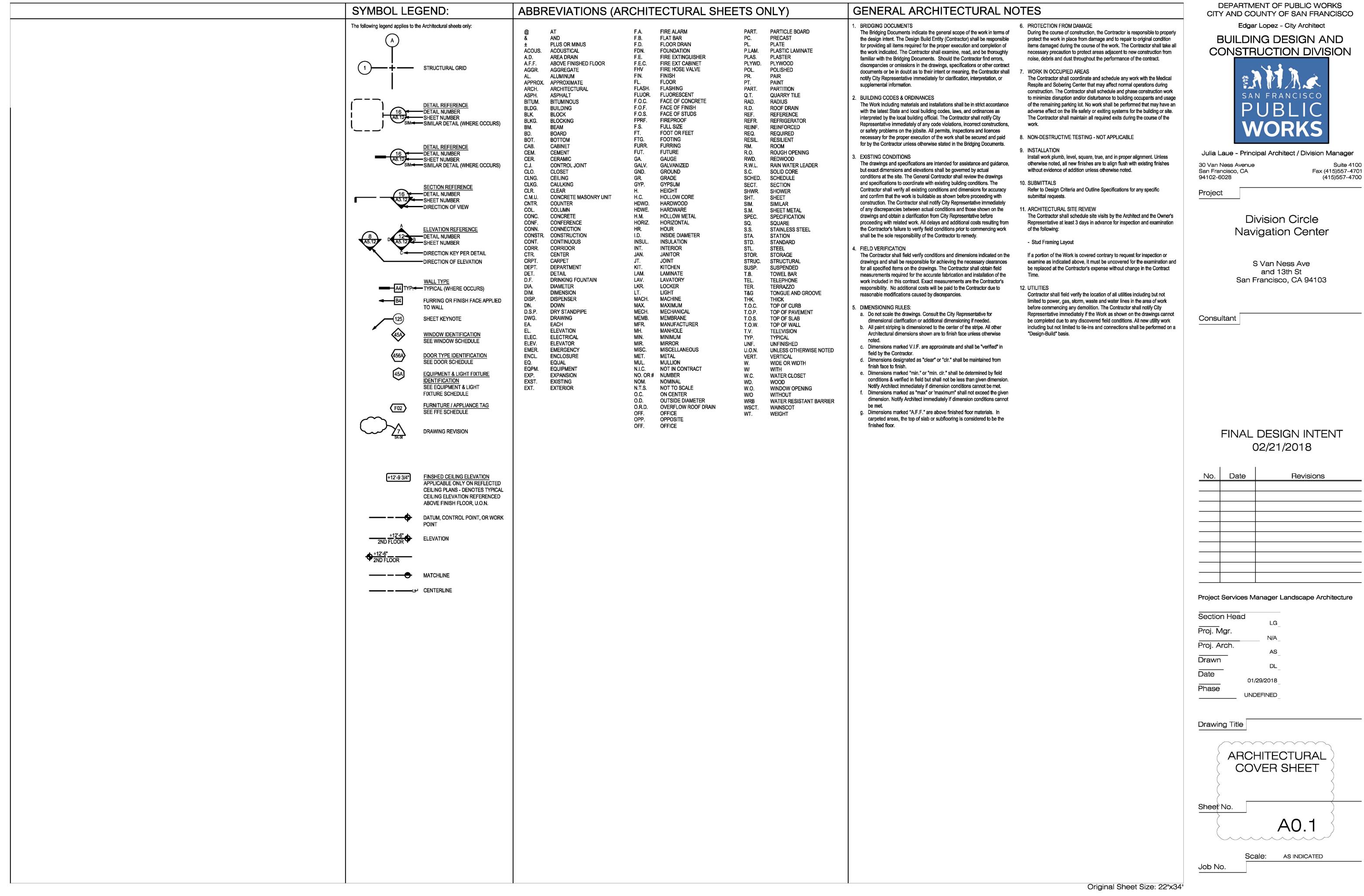
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**DESIGN GUIDE FOR** SINGLE USER-ALL **GENDER RESTROOM** 

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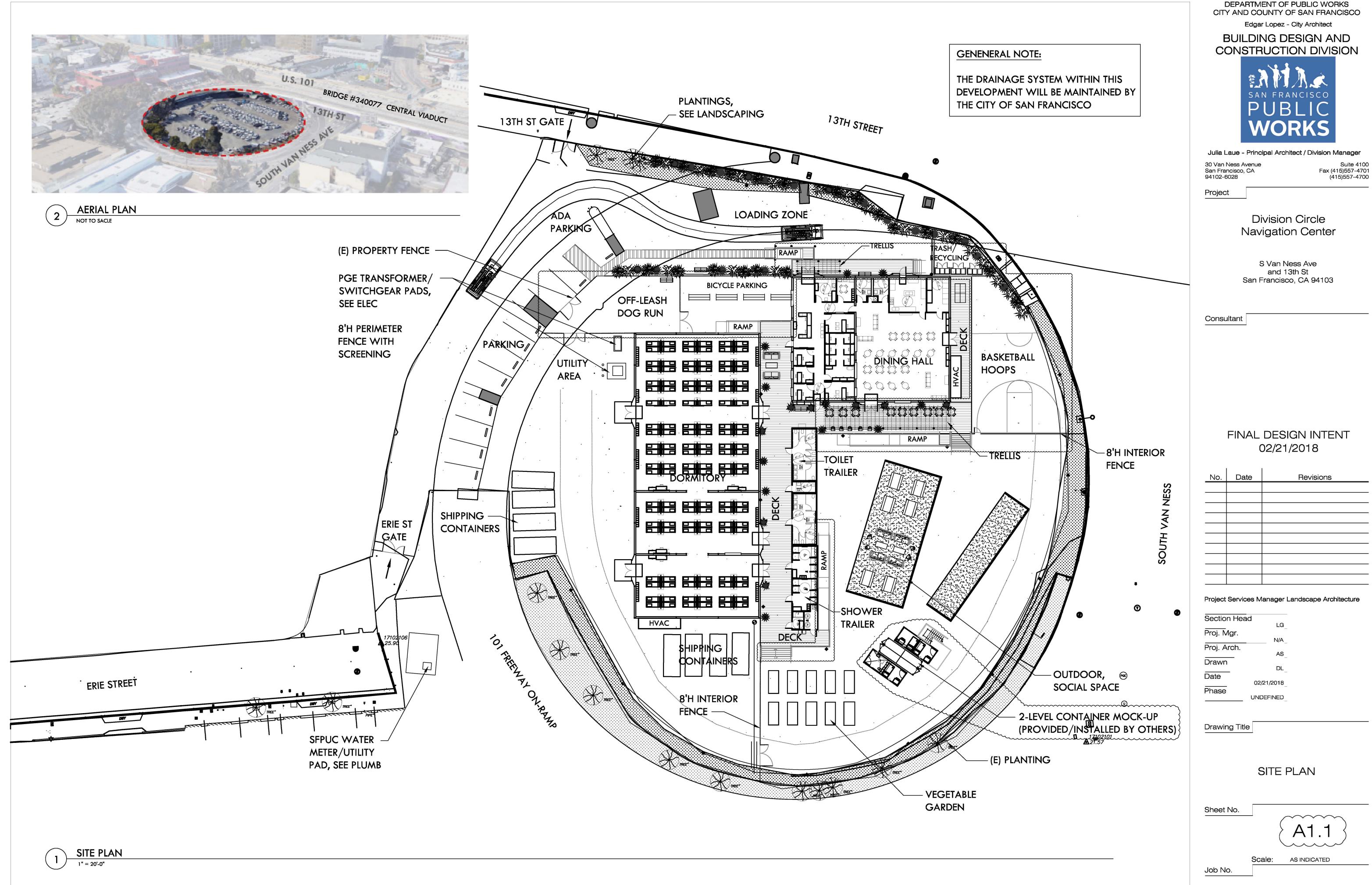
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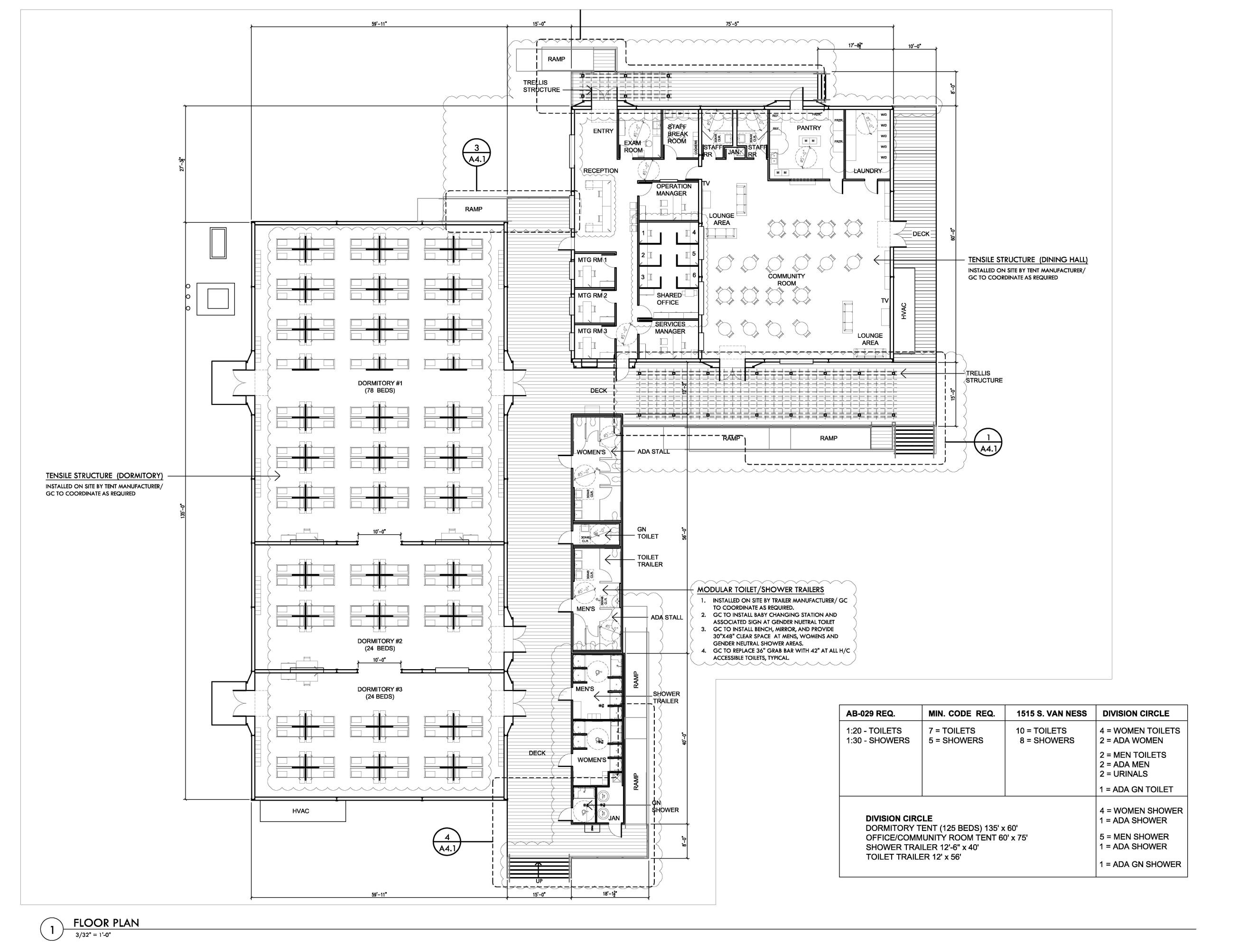


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Project Services Manager Landscape Architecture

Section Head

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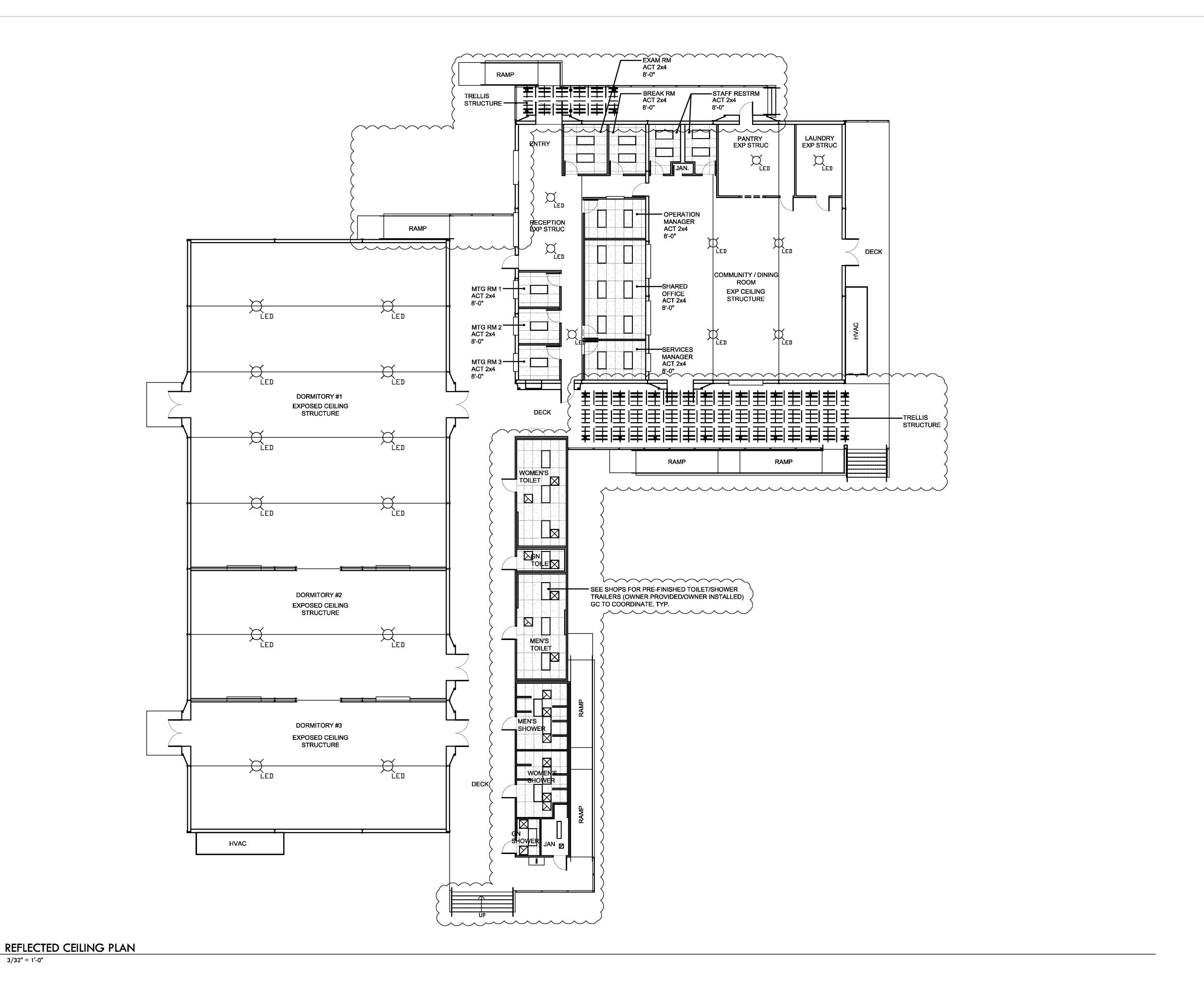
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FLOOR PLAN

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DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA 94102-6028 Suite 4100 Fax (415)557-4701 (415)557-4700

Project

Division Circle Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions
_		

Mark Dorian - Architecture Services Manager

Section Head

LG
Proj. Mgr.

Proj. Arch.

AS
Drawn

Date

02/21/2018

Phase

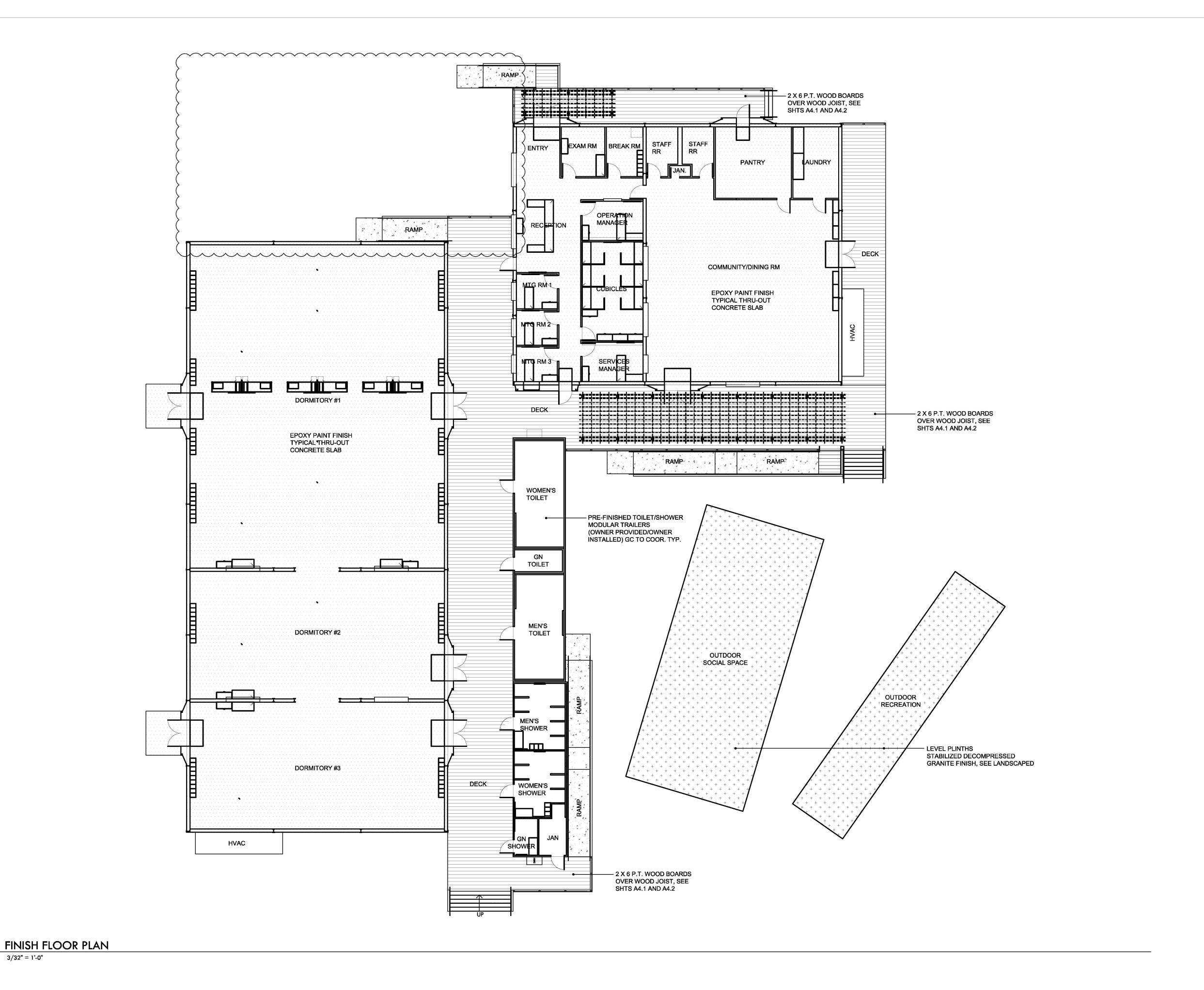
Drawing Title

REFLECTED CEILING PLAN

UNDEFINED

Sheet No.

A2.2



Original Sheet Size: 22"x34"

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

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FINAL DESIGN INTENT 02/21/2018

		1	
	No.	Date	Revisions
3			
1			

Mark Dorian - Architecture Services Manager

Section Head

LG
Proj. Mgr.

Proj. Arch.

AS
Drawn

Date

02/21/2018

Phase

UNDEFINED

Drawing Title

FINISH FLOOR PLAN

Sheet No.

A2.3

#### **GENERAL NOTE:** ALL FURNITURE AND APPLIANCE AS SHOWN ON THE SCHEDULE TO BE PROVIDED BY PUBLIC WORKS / GC TO INSTALL AND COORDINATE AS REQUIRED. **RAMP** (B1 X B2) (B1 X B2) (B1 X B2 ) (B1 X B2 ) (B1 X B2 ) (B1 X B2 ) B1 X B2 \ B1 X B2 (B1 X B2 ) (B1 X B2 ) (B1 X B2 ) (B1 X B2 ) B1 X B2 \ B1 X B2 \ (B1 X B2 ) (B1 X B2 ) (B1 X B2 ) (B1 X B2 )

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B1 X B2 \ B1 X B2 \

B1 X B2 \ B1 X B2

(B1 X B2 ) (B1 X B2 )

(B1 X B2 ) (B1 X B2 )

<u>D1</u>

D1 C1

B1 X B2 X B2 X B2 X (B1 X B2) (B1 X B2) B1 X B2 X B2 X B2 X **DORMITORY #1** (78 BEDS) B1 X B2 X B2 X B2 X B1 X B2 \ B1 X B2 \ B1 X B2 B1 X B2 (B1 X B2 ) (B1 X B2 ) B1 X B2 \ B1 X B2 B1 X B2 > B1 X B2 (B1 X B2) (B1 X B2) B1 X B2 B1 X B2 B1 B2 B1 B2

B1 X B2 X B1 X B2

B1 B2 B1 B2

B1 B2 B1 B2

(B1 X B2 ) (B1 X B2 ) B1 X B2 X B2 X B2 X (B1 X B2 ) (B1 X B2 ) (D1)

B1 B2 B2 B2 B1 X B2 \ B1 X B2 (B1 X B2 ) (B1 X B2 ) B1 X B2 \ B1 X B2 B1 X B2 \ B1 X B2 (B1 X B2 ) (B1 X B2 ) B1 X B2 \ B1 X B2

> **DORMITORY #2** (24 BEDS)

**DORMITORY #3** (24 BEDS) B1 X B2 \ B1 X B2

B1 X B2 \ B1 X B2 \ B1 X B2 B1 X B2 B1 X B2 \ B1 X B2 (B1 X B2 ) (B1 X B2 ) B1 X B2 B1 X B2 B1 X B2 B1 X B2 (B1 X B2 ) (B1 X B2 ) B1 X B2 B1 X B2 B1 X B2 X B2 B1 X B2 \ B1 X B2 B1 X B2 B1 X B2

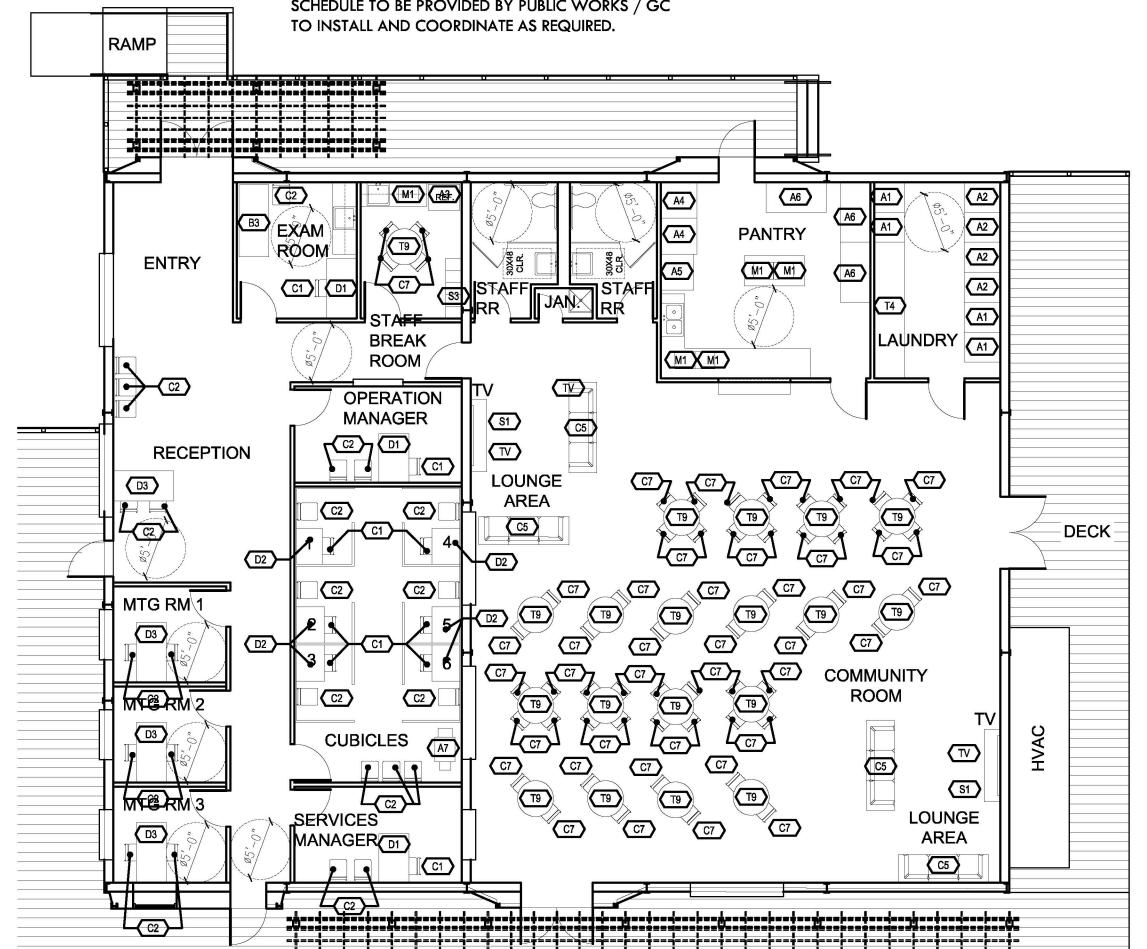
DORMITORY TENT - FURNITURE AND EQUIPMENT PLAN

#### FURNITURE AND APPLIANCE SCHEDULE

Furniture/Equipment	Part number	Description	QTY
A-1 MHW3500FW		Maytag, 4.3cu ft High-Efficency Stackable Front-Load Washer	4
		Maytag, 7.4cu ft Stackable Electric Dryer	4
A-3	FFTR1814Q	Frigidaire	1
A-4	T-43-HC	True T-43-HC True Reach-In Refrigerator, Two Door, 43 Cu. Ft.,	2
A-5	T-23F-HC	True T-23F-HC Reach-In Freezer - One Door, 23 Cu. Ft.,	1
A-6	WZC3115DW	Whirlpool 15-cu ft Chest Freezer (White)	3
A-7		Photocopier Machine	1
B-1	30US-0008-30	Bunkable bed, 30" x 76 (converts to single beds)	126
B-1	30US-0008BK	Bunk to single bed kit, convert to single bunk	126
B-2	25UM03	Mattress, Polyester Core with Integrated Pillows, 30"x75"x4", Vinyl Cover	126
B-3		Exam Table Clipton Industries	1
C-1	11621-GREY	Pacific Coast Nova Mesh Mid-Back - Grey - 11621, Grey mesh, black frame	13
C-2	EMDE1219-YELLOW	eModern Shell Side Chair - Color Yellow	13
C-2	EMDE1219-RED	eModern Shell Side Chair - Color Red	12
C-5	BSXVL888SB11	VL888 Series Sofa, 67 x 28 x 30 1/2	4
C-7	526922	Mini Side Chair Outdoor, Color Options: Yellow (6), Blue (6)	52
D-1	PLT2460-WHITE	Manager Office Desk (36"x48")	6
D-2		Staff Office Desk (28"x36")	6
D-3		Meeting Room Desk (30"x60")	4
M-1	ZR651ZS	ZR651ZS 2.2 cu. ft. 1200W Stainless Steel with Sensor Cooking	5
S-1	502.923.17	IKEA PS, Cabinet, blue, Article Number: 502.923.17, Size: 46 7/8x24 3/4 "	2
S-3	WC652177BL	Locker Double Tier 12x15x36 6 Door Assembled Blue	4
T-4	25011	Lifetime 25011 Fold In Half Commercial Table, 6 Feet, White Granite	1
T-9	PLT36R	pcf round 36" maple	18
T-9	PLTRB23BRU	Round metal base only - 23" spread, 29" high	18
WD-1		Modular Wall Partition	
TV-1		Samsung 75" LED TV	2

#### GENERAL NOTE:

ALL FURNITURE AND APPLIANCE AS SHOWN ON THE SCHEDULE TO BE PROVIDED BY PUBLIC WORKS / GC TO INSTALL AND COORDINATE AS REQUIRED.



DINING HALL TENT - FURNITURE AND EQUIPMENT PLAN

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



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Fax (415)557-4701 (415)557-4700

Project

**Division Circle** Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

#### FINAL DESIGN INTENT 02/21/2018

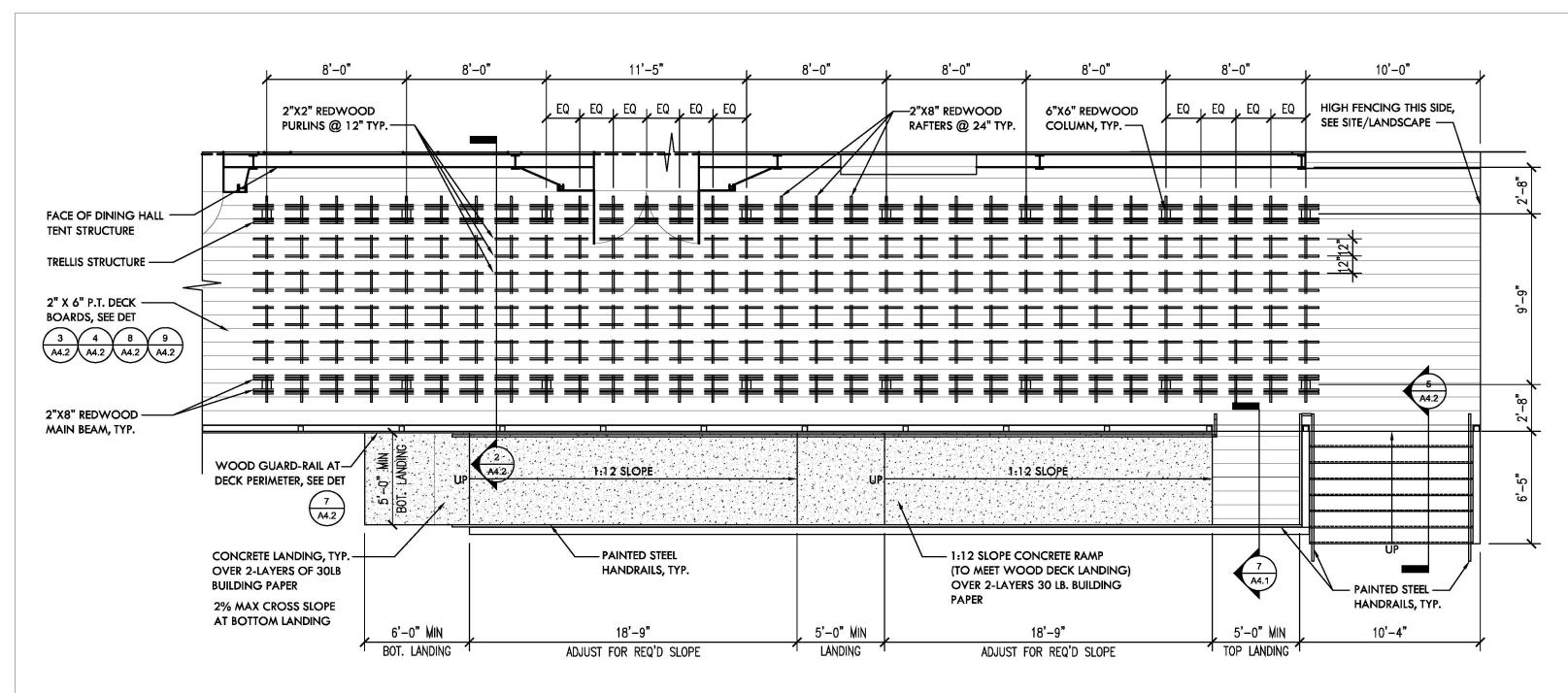
No.	Date	Revisions

Project Services Manager Landscape Architecture

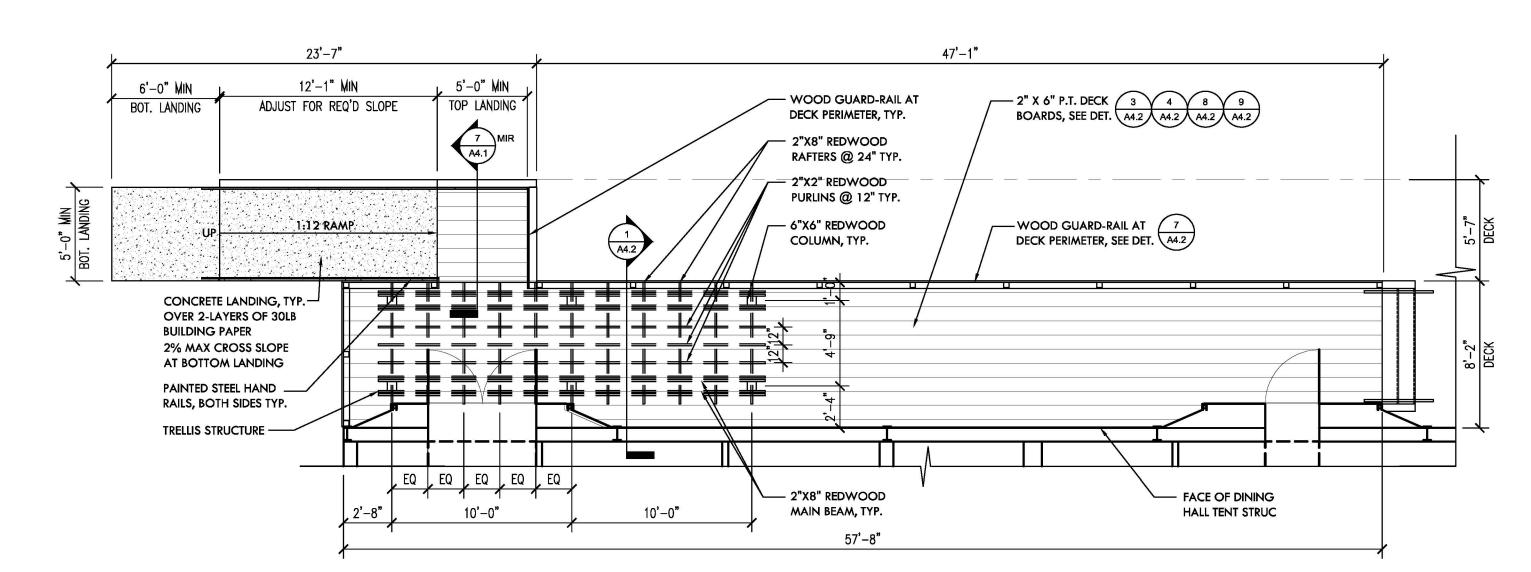
Section Head Proj. Mgr. Proj. Arch. Drawn Date 02/21/2018 Phase UNDEFINED

Drawing Title

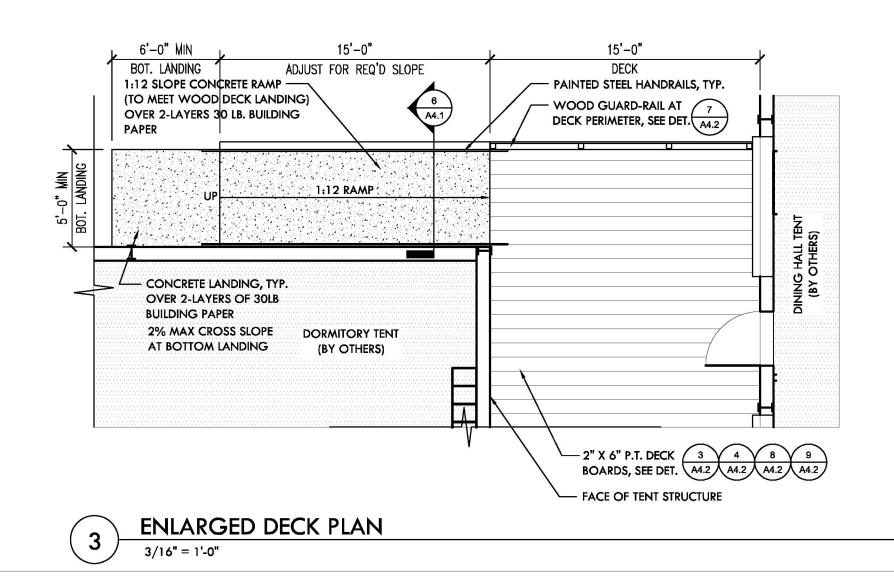
FURNITURE AND **EQUIPMENT PLAN** Sheet No. A2.4

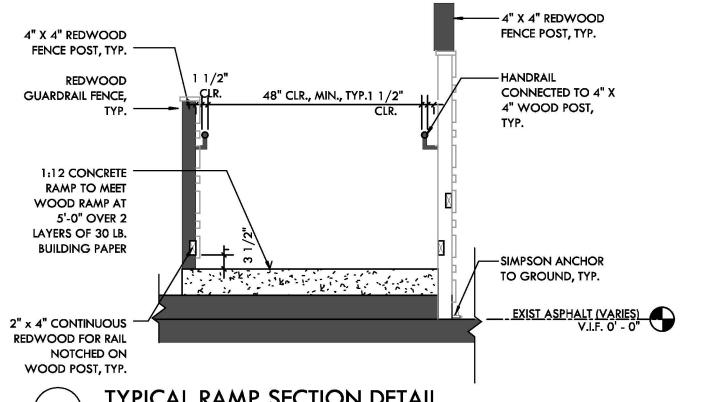


#### **ENLARGED DECK AND TRELLIS PLAN** 3/16" = 1'-0"

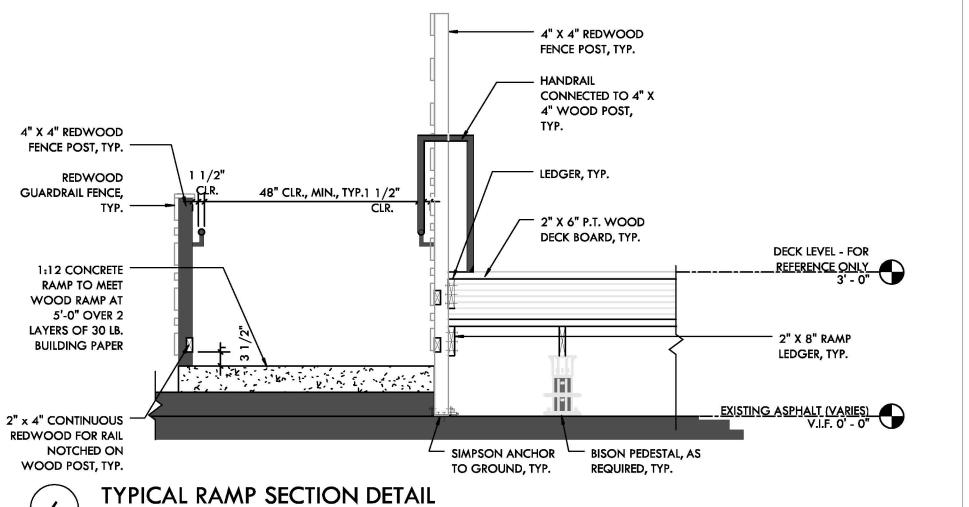


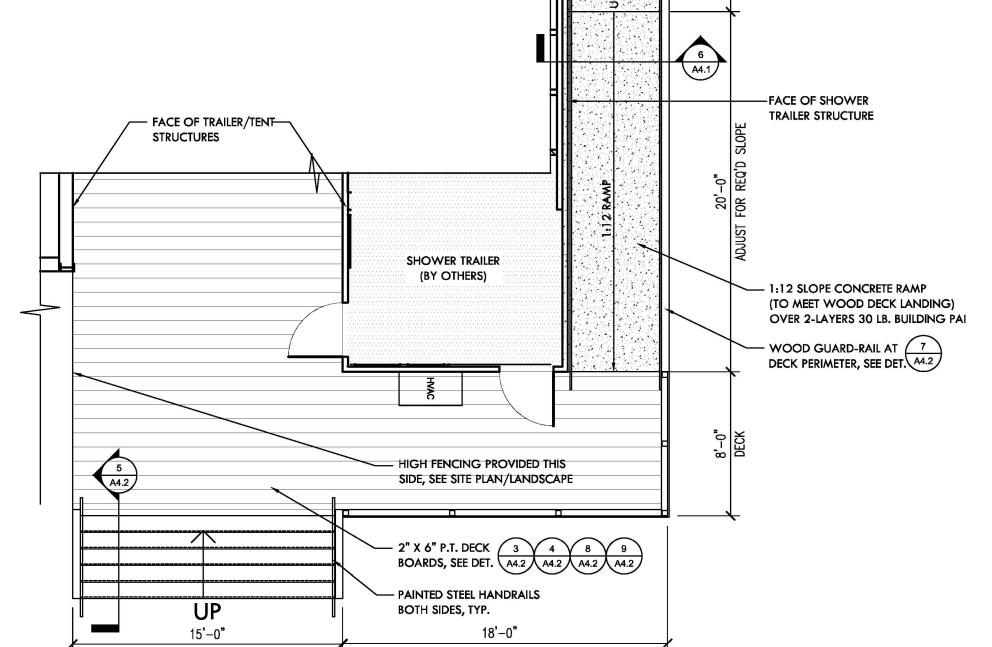
#### **ENLARGED DECK AND TRELLIS PLAN** 3/16" = 1'-0"





TYPICAL RAMP SECTION DETAIL





5'-0" MIN

BOT. LANDING

2% MAX CROSS SLOPE

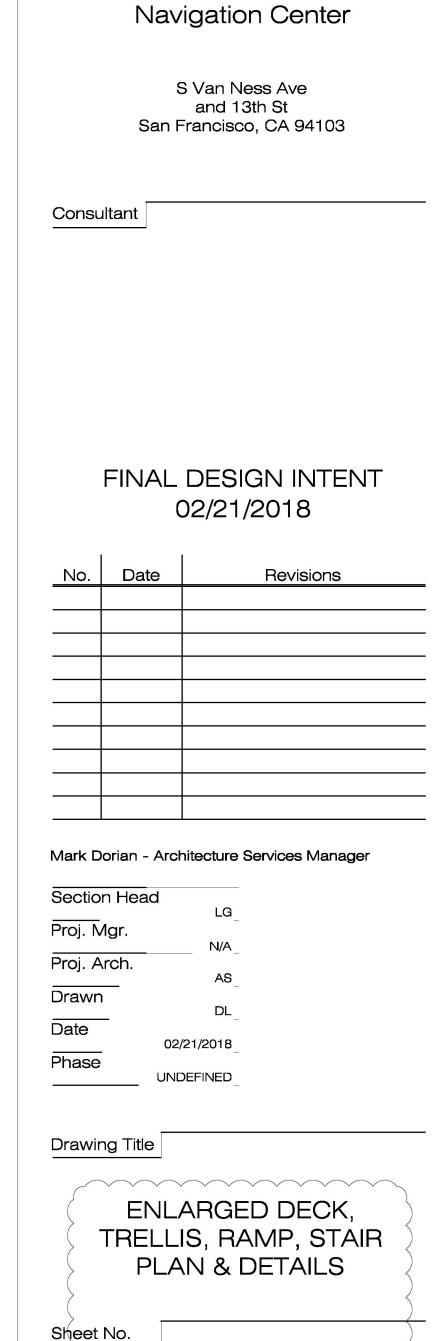
AT BOTTOM LANDING CONCRETE LANDING, TYP. **OVER 2-LAYERS OF 30LB** 

- PAINTED STEEL HANDRAILS,

**BUILDING PAPER** 

BOTH SIDES TYP.

ENLARGED DECK AND STAIR PLAN 3/16" = 1'-0"



(415)557-4700 **Division Circle** 

Fax (415)557-4701

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Edgar Lopez - City Architect

**BUILDING DESIGN AND** 

CONSTRUCTION DIVISION

Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA

94102-6028

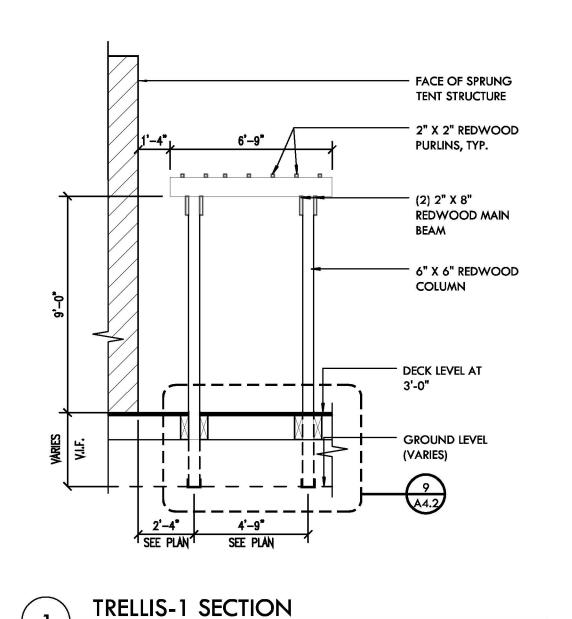
Project

Job No.

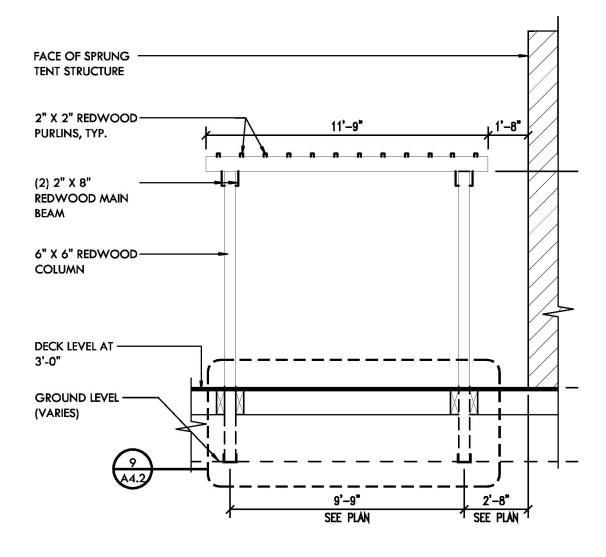
AS INDICATED Scale:

A4.1

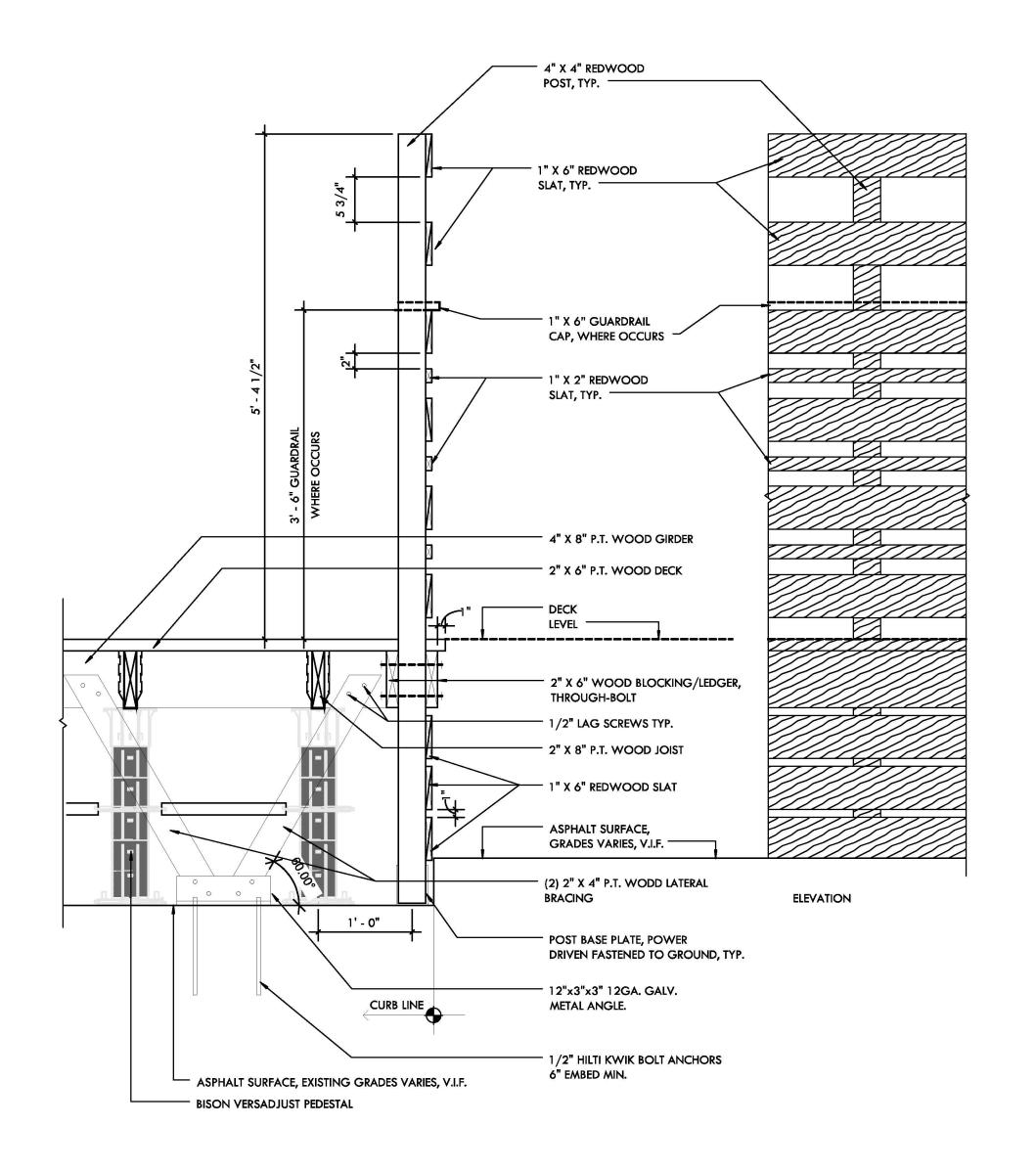
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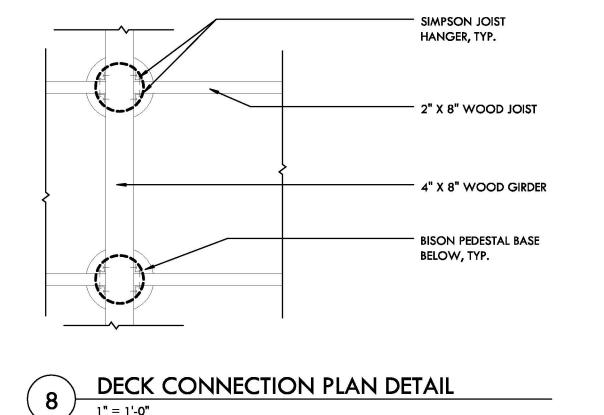


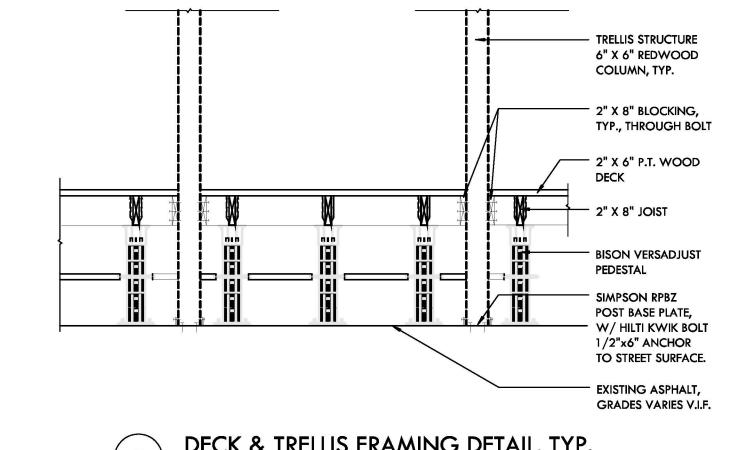
DECK AT RAILING





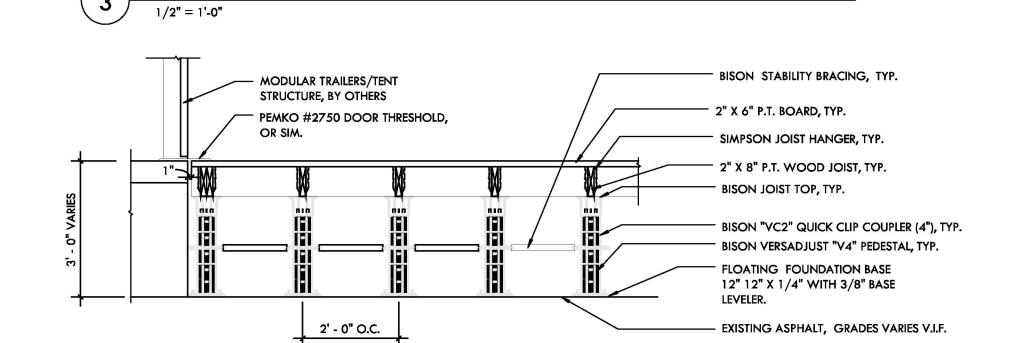




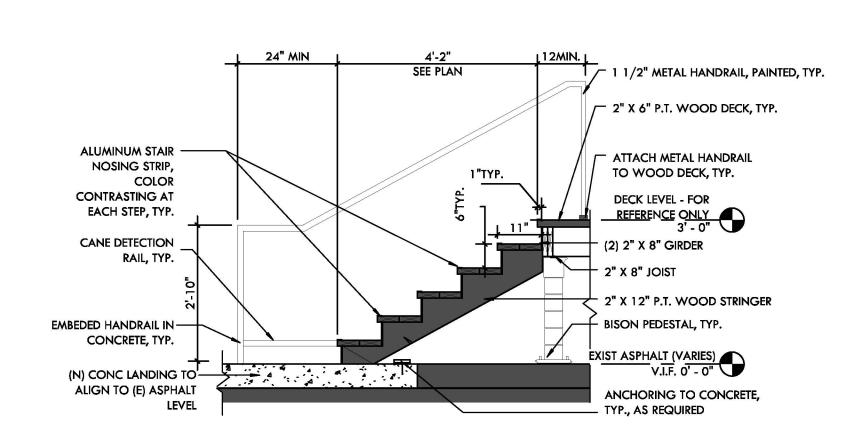


- 2" X 8" BLOCKING, STAGGERED, TYP. 2" X 6" P.T. WOOD BOARD, 1/4" GAP, TYP. SIMPSON JOIST HANGER, TYP. 4" X 8" P.T. WOOD GIRDER, TYP. 2" X 8" P.T. WOOD JOIST, TYP. BISON JOIST TOP, TYP. BISON "VC2" QUICK CLIP COUPLER (4"), TYP. BISON VERSADJUST "V4" PEDESTAL, TYP. FLOATING FOUNDATION BASE 12" 12" X 1/4" WITH 3/8" BASE LEVELER. POWER DRIVEN FASTENED TO GROUND, TYP. 10' - 0" MAX, O.C. WOOD LATERAL BRACING, SEE DETAIL 6/-. EXISTING ASPHALT, GRADES VARIES V.I.F.

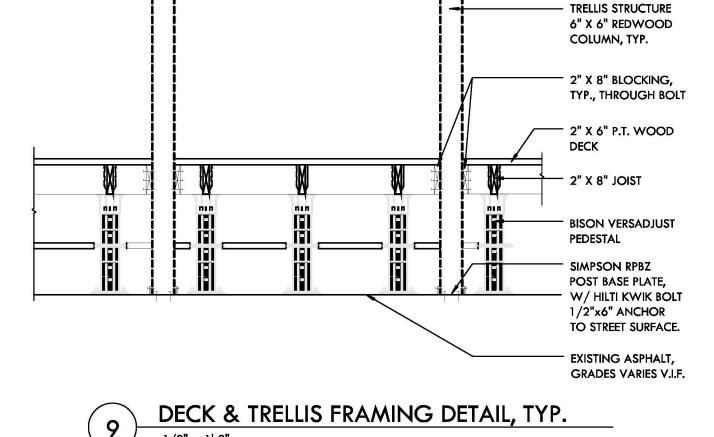
**DECK SECTION - TYPICAL** 



DECK FRAMING SECTION & DOOR THRESHOLD DETAIL







DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

**BUILDING DESIGN AND** CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager 30 Van Ness Avenue Suite 4100

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San Francisco, CA 94102-6028

Project

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Navigation Center

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San Francisco, CA 94103

Consultant

#### FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions
,		

Project Services Manager Landscape Architecture

Section Head	d LG
Proj. Mgr.	Lu
Proj. Arch.	N/A
	AS
Drawn	DL
Date	02/21/2018
Phase	
	UNDEFINED

Drawing Title

DECK AND TRELLIS **DETAILS** 

Sheet No.

A4.2

# SAN FRANCISCO PUBLIC WORKS

SAN FRANCISCO, CALIFORNIA

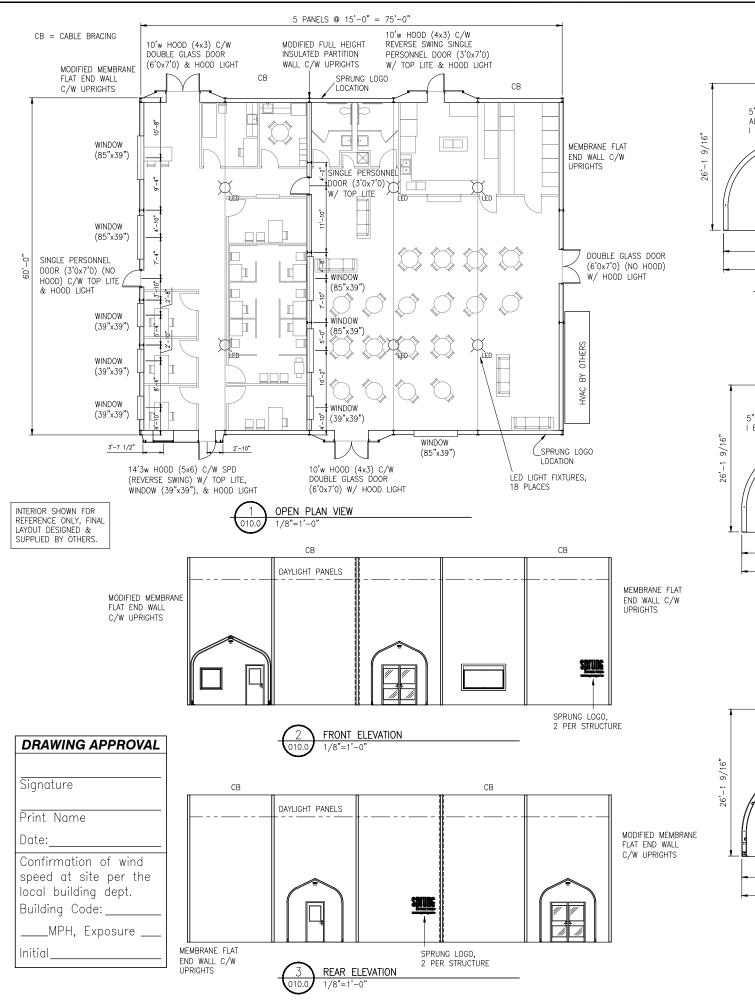
# DINING HALL

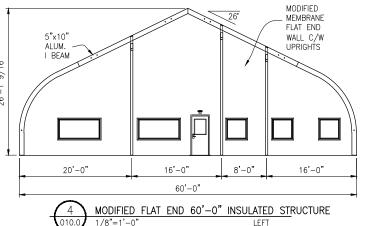
TOLL FREE: 1-800-528-9899

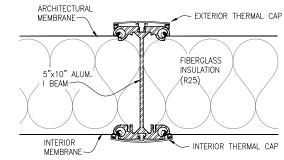
OR (403) 601-2292 www.sprung.com



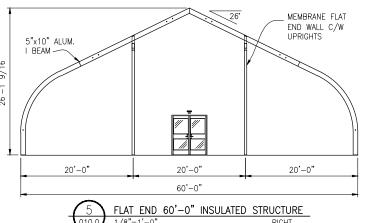
		DRAWING INDEX
SHEET NO.	DRAWING NO.	DESCRIPTION
1	TITLE	
2	P18-010.0	60.0' x 75.0' NAVIGATION CENTER — DINING HALL
3	P18-010.1	60.0' x 75.0' COLUMN BASE LAYOUT
4	P18-010.2	60.0' x 75.0' CONCRETE DETAILS
5	S-1	60.0' STRUCTURE SECTION & BASE DETAILS
6	S-2	60.0' STRUCTURE PURLIN & SPLICE DETAILS
7	S-3	60.0' STRUCTURE CABLE BRACE DETAILS
8	S-4	60.0' STRUCTURE FLAT END DETAILS
9	S-5	60.0' STRUCTURE FLAT END DETAILS
10	S-6	60.0' STRUCTURE MEMBRANE DETAILS

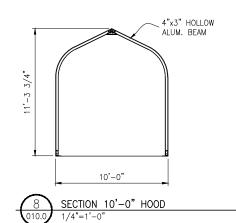




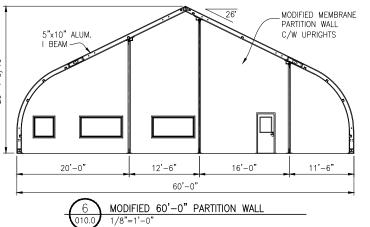


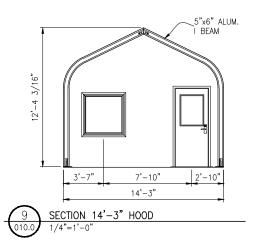






REFER TO DRAWING S-1 FOR SPECIAL INSPECTION & ADDITIONAL MATERIAL NOTES.







TOLL FREE: 1-800-528-9899 or (403) 601-2292 www.sprung.com

#### GENERAL NOTES:

1. ALL PERSONNEL DOORS C/W PANIC

2. STRUCTURE TO BE INSULATED WITH FIBERGLASS BATT INSULATION C/W INNER LINER, TO DAYLIGHT PANEL LEVEL ONLY.

3. INNER & OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. FLAT

4. STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL ASTM E84, CAN/ULC-S-109 & CAN/ULC-S-102 SPECIFICATIONS.

5. THIS STRUCTURE IS DESIGNED TO SHED/RELEASE SNOW. THE PERIMETER OF THE STRUCTURE SHALL BE KEPT CLEAR.

6. WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.

7. ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.

#### DESIGN LOADS

STRUCTURE LOCATION: SAN FRANCISCO, CA
BUILDING CODE: GBC 2016
WIND SPEED: 115 mph 3 SEC GUS
RISK CATEGORY: III EXPOSURE C
GROUND SNOW LOAD: NA
(SEE SNOW SHED REPORT)

Steven B. Brown, P.E.

Consulting Engineer

1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

#### SIGNATURE SERIES

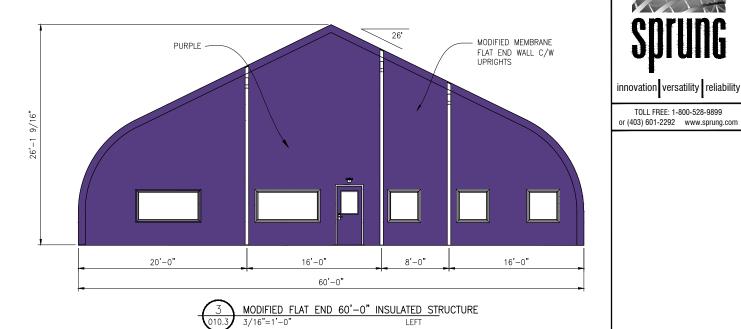
		MODIFY COLOR SELECTIONS
		ADD POWDERCOAT WINDOW NO
		ADD COLOR
2	01/19/18	ADD PARTITION WALL WINDOW
-0/	-un form from	acaanama

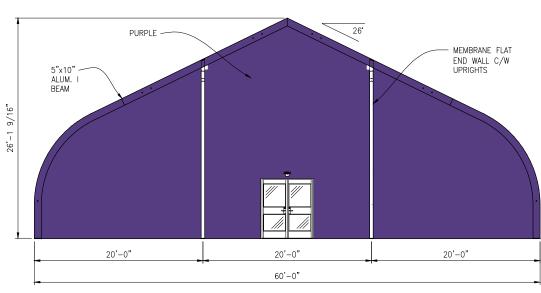
SAN FRANCISCO PUBLIC WORKS

60.0 ' x 75.0 '
NAVIGATION CENTER - DINING HALL

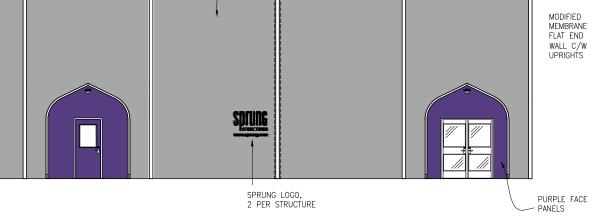
DRAWN BY	DATE 01/15/2018	
w. DECE	01/13/2010	
CHECKED BY	APP'D BY	
SCALF	DRAWING #	
AS NOTED		
OUGT ADD	P18-010.0	
CUST. APP'L	F 10-010.0	







FLAT END 60'-0" INSULATED STRUCTURE



REAR ELEVATION

#### DRAWING APPROVAL

Signature Print Name

Date:\_

Confirmation of wind speed at site per the local building dept. Building Code: \_

\_\_MPH, Exposure \_

Initial\_



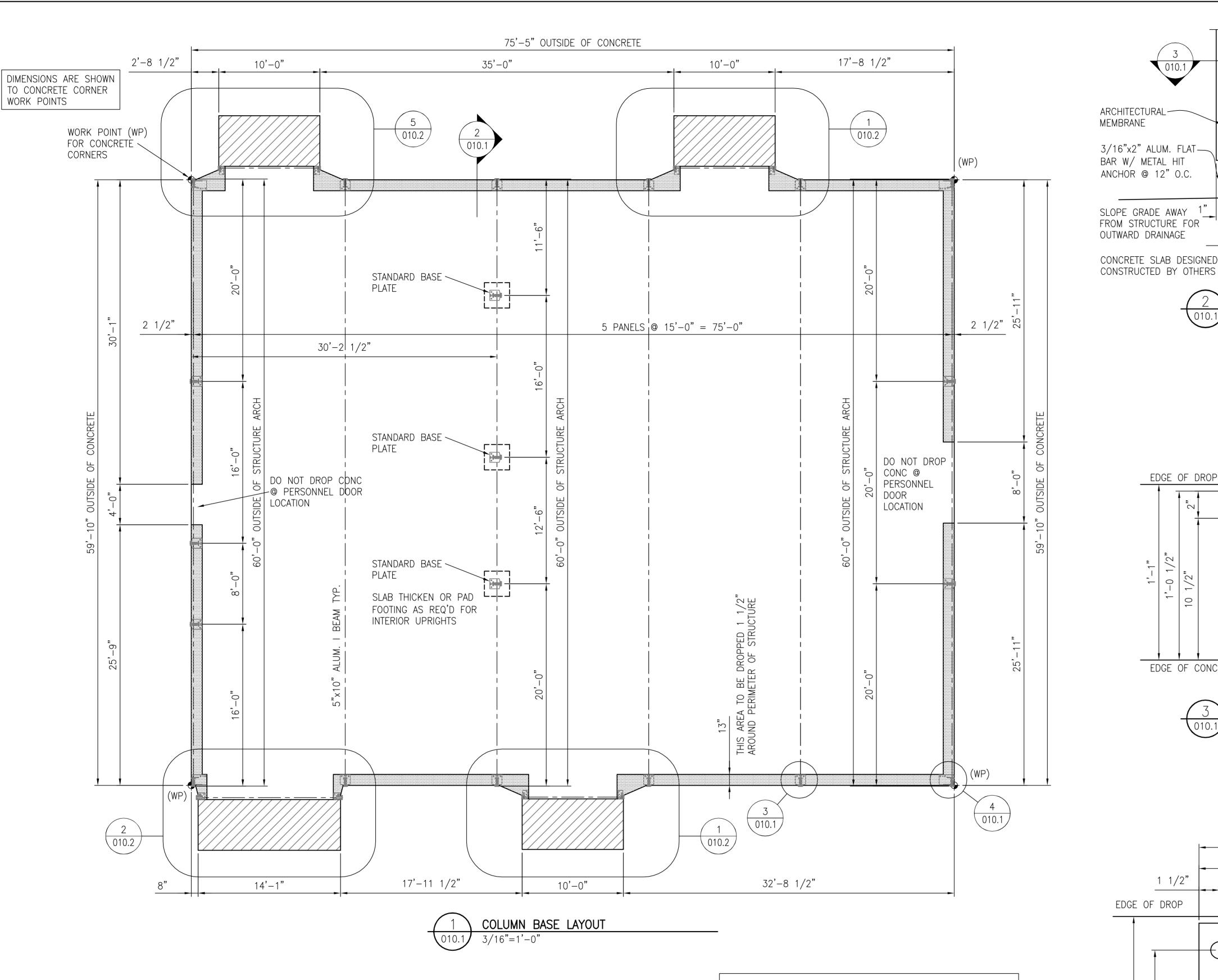
	SIG	NATURE SERIES

5 02/06/18 MODIFY COLOR SELECTIONS
4 02/02/18 IADD POWDERCOAT WINDOW NOTE
3 02/01/18 IADD COLOR
2 01/19/18 IADD PARTITION WALL WINDOW
800 MW/DD/YY DESCRIPTION WALL WINDOW

SAN FRANCISCO PUBLIC WORKS

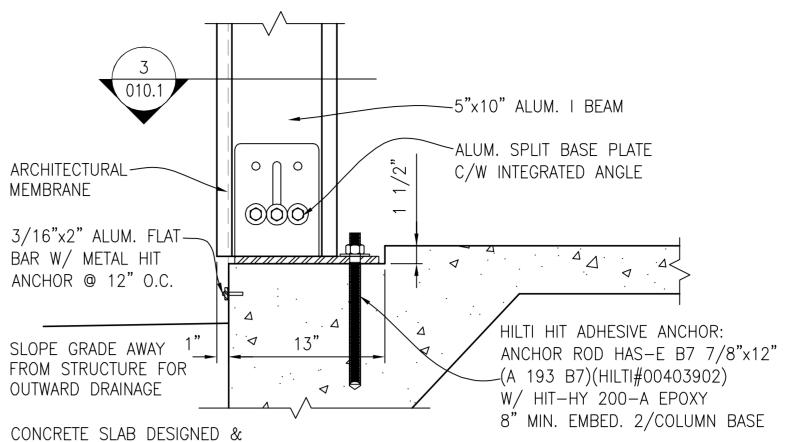
60.0' x 75.0' COLOR LAYOUT

DATE
01/15/2018
APP'D BY
DRAWING #
l
P18-010.3
l

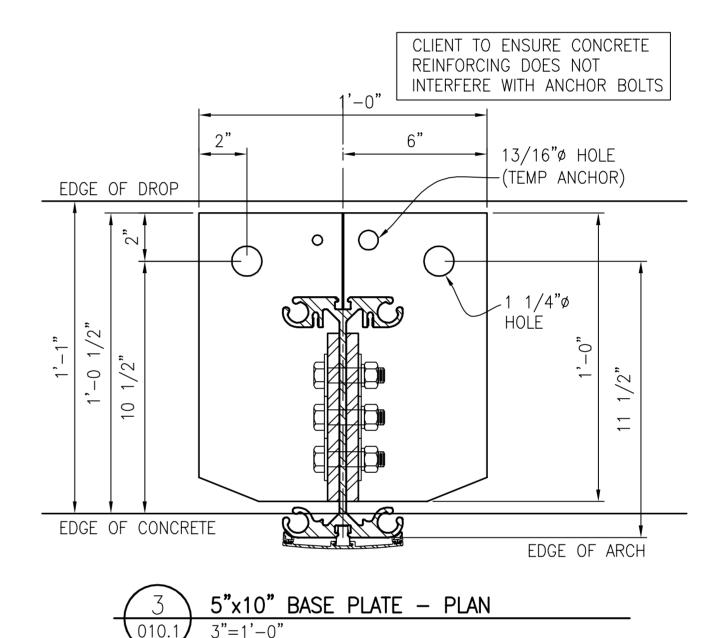


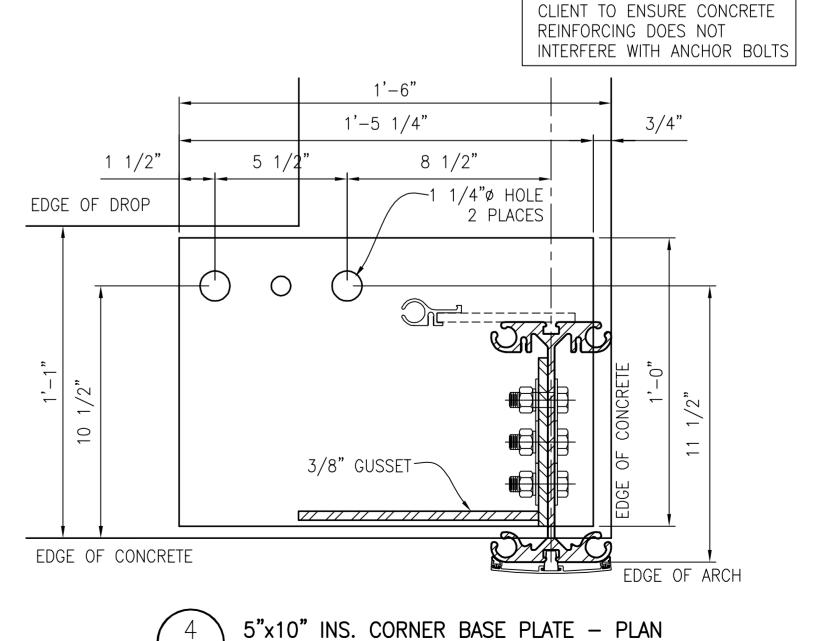
ANCHOR DESIGN SUMMARY & ASSUMPTIONS;

- CRACKED CONCRETE
- f'c= 3000 PSI
- 3. INTERIOR ARCH AND END ARCH BASES: 13" THICK CONCRETE FOR 12" FROM CENTER OF EACH ANCHOR EXCEPT WHERE THE CONCRETE EDGE IS DEFINED BY THE FORMED EXTERIOR FOOTPRINT OF THE FOUNDATION.
- 4. UPRIGHTS AT END WALLS AND INTERIOR WALLS: 12" THICK FOR 10.5" FROM THE CENTER OF EACH ANCHOR FOR ANY DIRECTION.
- MINIMUM EFFECTIVE ANCHOR EMBEDMENT=8"
- 6. HILTI HIT-HY200+HAS-E B7 7/8 ANCHORS.
- MINIMUM #4 EDGE REINFORCING
- 8. ANCHORS INSTALLED TO THE TORQUE AND OTHER REQUIREMENTS OF THE ANCHOR MANUFACTURER.



5"x10" BEAM CONCRETE ANCHORAGE 1 1/2"=1'-0"







innovation versatility reliability

TOLL FREE: 1-800-528-9899 or (403) 601-2292 www.sprung.com

#### GENERAL NOTES:

ANCHOR BOLTS.

SPRUNG STRUCTURE.

. MIN. 3000psi CONCRETE.

- 2. OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. FLAT BAR
- 3. EXPOSED CONCRETE TO BE FINISHED ACCORDINGLY.
- 4. CLIENT TO ENSURE CONCRETE REINFORCING DOES NOT INTERFERE WITH
- 5. THIS DRAWING AND THE ASSOCIATED DETAILS ARE NOT A FOUNDATION DESIGN. THIS DRAWING IS PROVIDED AS A SERVICE TO THE OWNER AND THE OWNER'S FOUNDATION ENGINEER TO SHOW CONCRETE LIMITS AND DETAILS REQUIRED FOR THE ERECTION AND INSTALLATION OF THE
- 6. SEE ASSUMPTIONS USED IN THE DESIGN OF THE POST-INSTALLED ANCHORS.
- 7. ASSUMPTIONS USED IN THE DESIGN OF THE POST-INSTALLED ANCHORS DO NOT CONTROL OVER THE DESIGN BY THE FOUNDATION ENGINEER. IT IS CONTINGENT ON THE FOUNDATION ENGINEER TO DESIGN FOR DEVELOPMENT OF THE POST-INSTALLED ANCHORS TO CONFORM TO THE BUILDING CODE AND THE REQUIREMENTS OF THE SPRUNG STRUCTURE DESIGN.

Steven B. Brown, P.E.

Consulting Engineer 1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

SIGNATURE SERIES

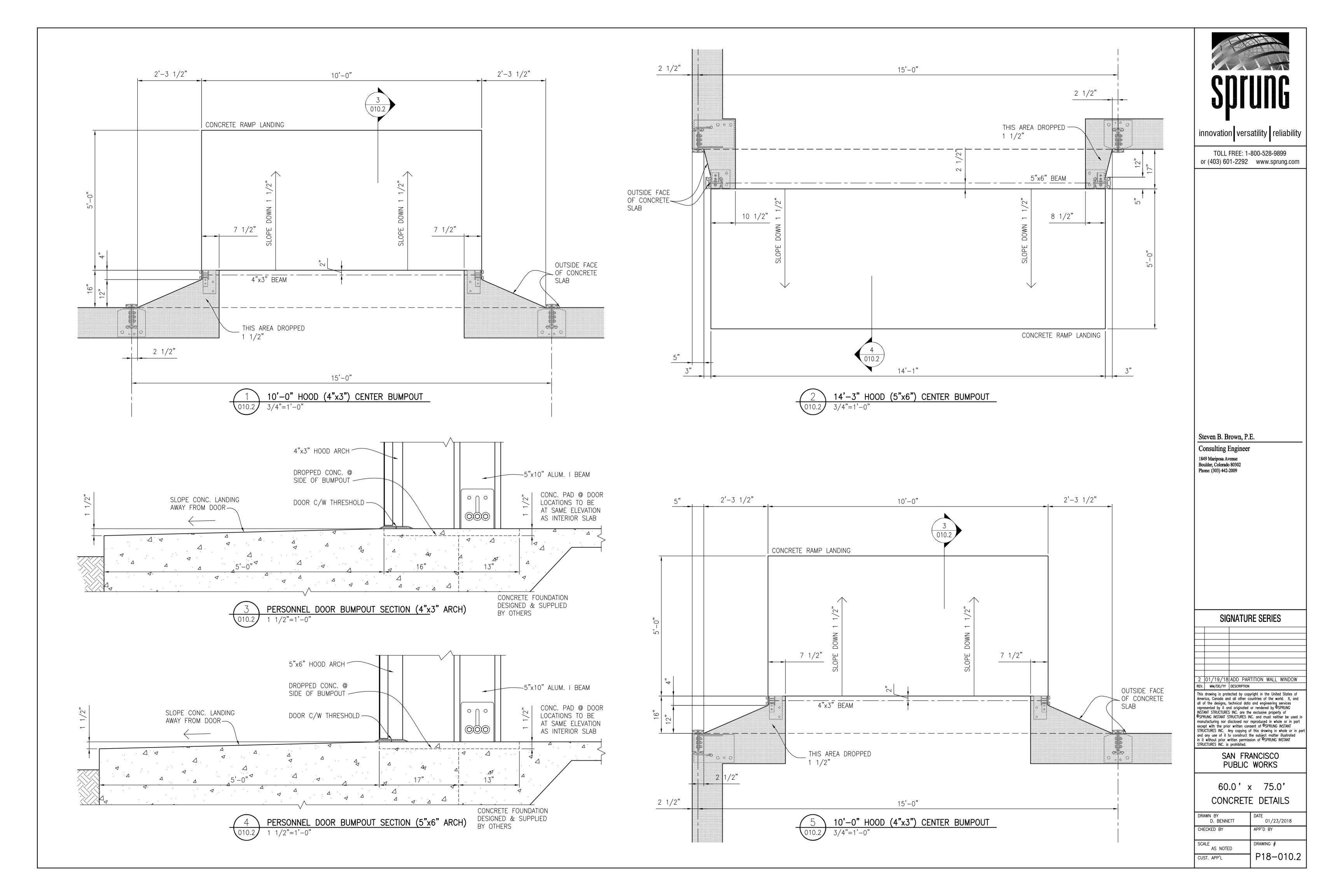
2 01/19/18 ADD PARTITION WALL WINDOW REV. MM/DD/YY DESCRIPTION

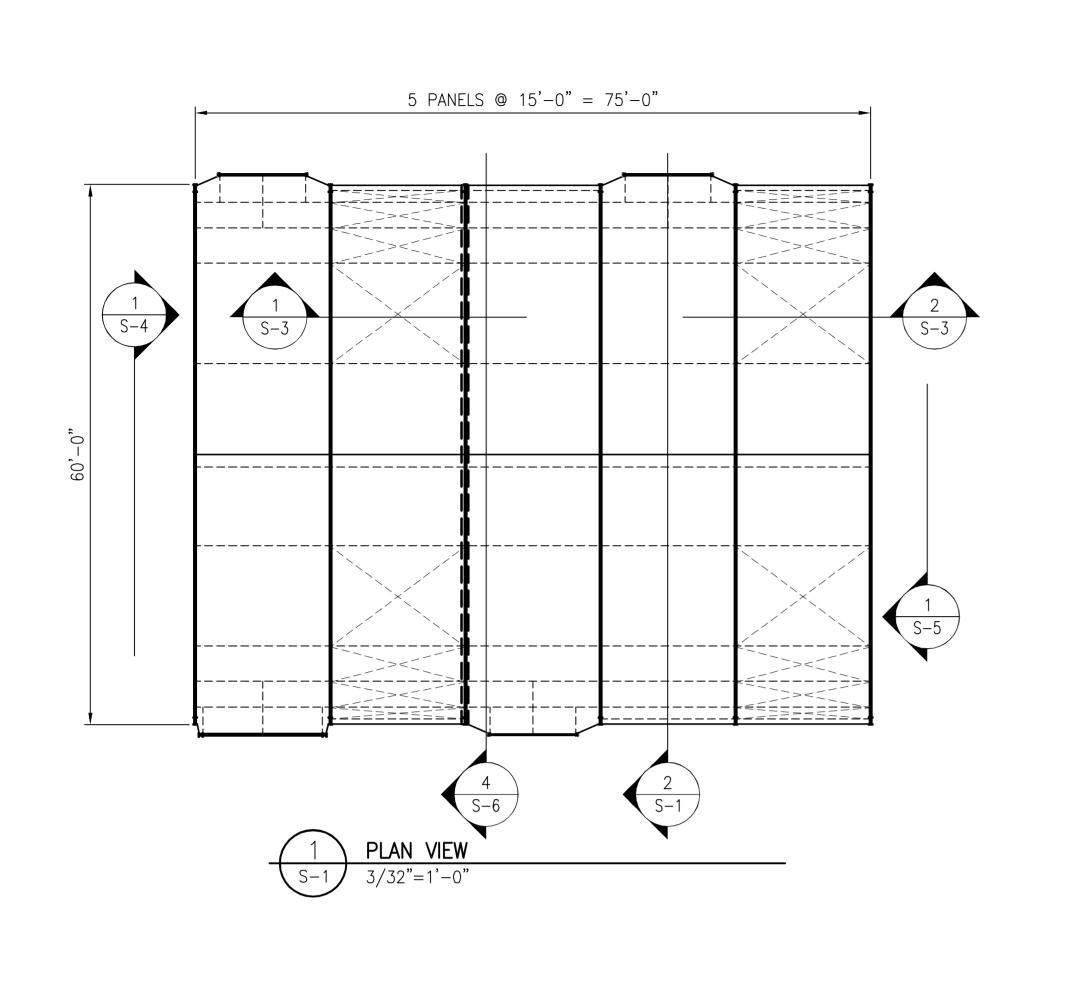
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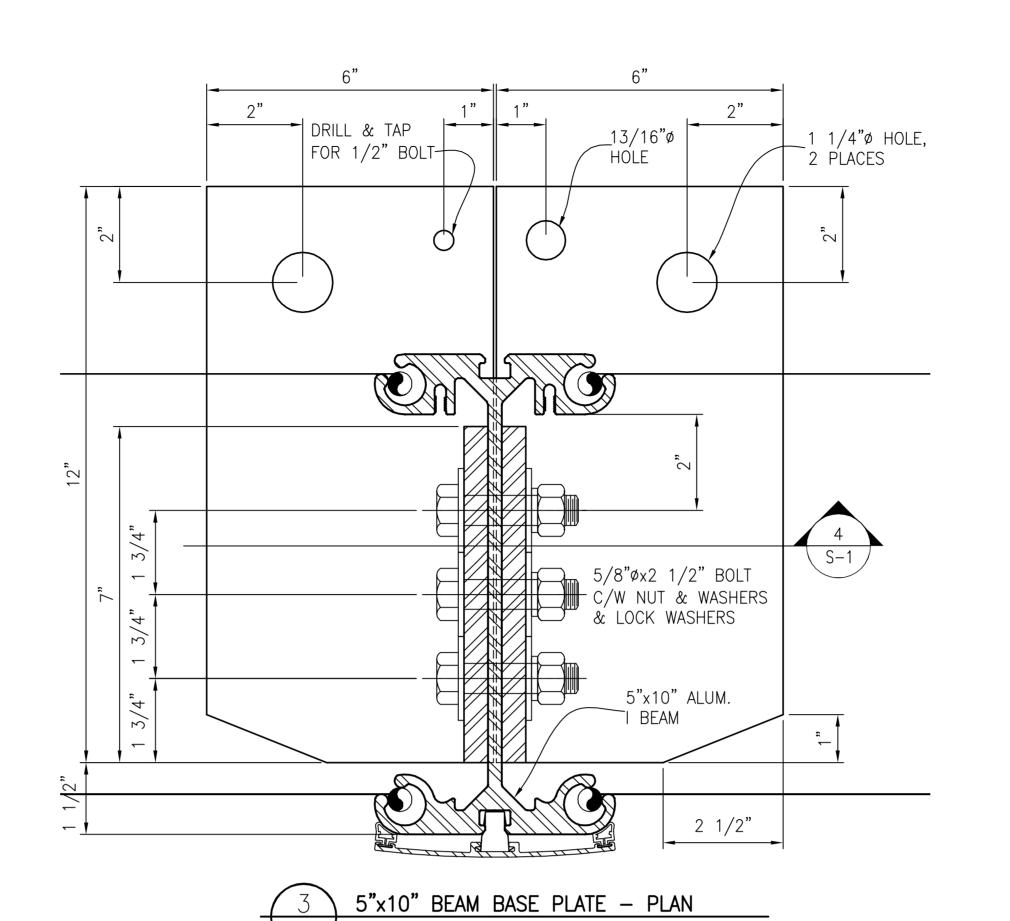
> SAN FRANCISCO PUBLIC WORKS

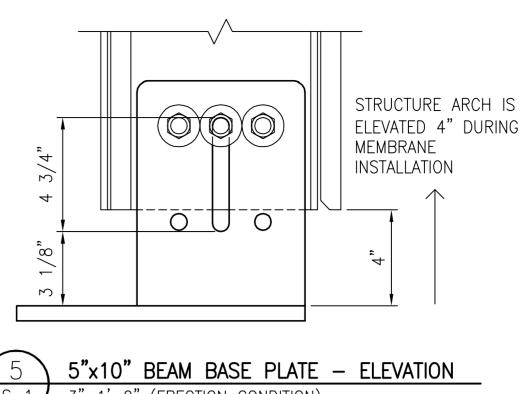
60.0' x 75.0' COLUMN BASE LAYOUT

DRAWN BY D. BENNETT	DATE 01/23/2018
CHECKED BY	APP'D BY
SCALE AS NOTED	DRAWING #
CUST. APP'L	P18-010.1

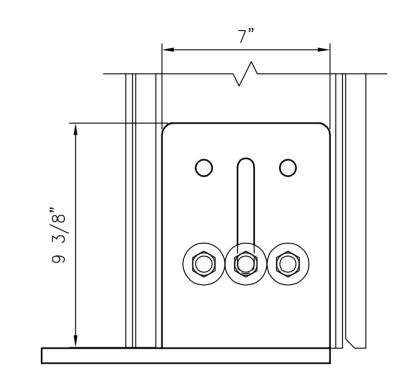




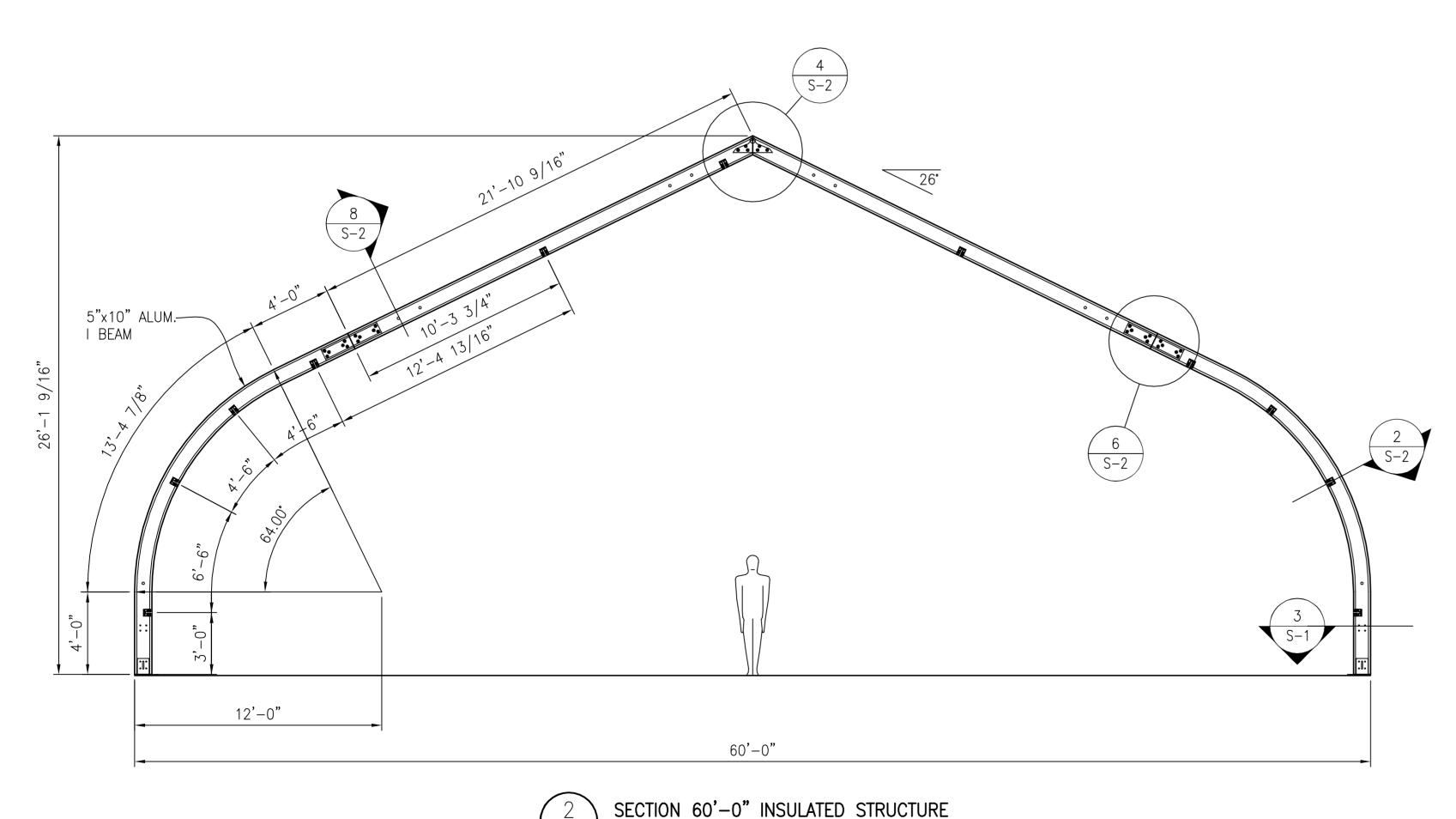


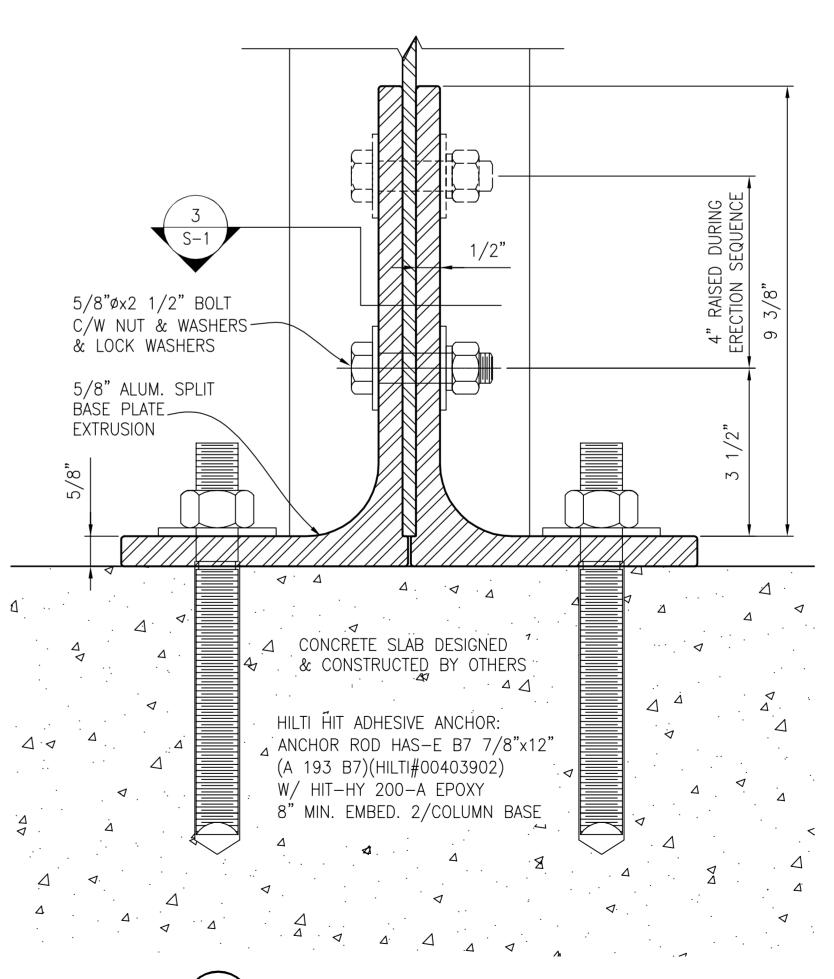


3"=1'-0" (ERECTION CONDITION)



5"x10" BEAM BASE PLATE - ELEVATION





5"x10" BEAM BASE PLATE - SECTION



innovation versatility reliability

TOLL FREE: 1-800-528-9899 OR (403) 601-2292 www.sprung.com

BUILDING MATERIALS:

STRUCTURAL BOLTS: ZINC-DICHROMATE PLATED SAE GRADE 8 ALL STRUCTURAL BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION; I.E., ALL PLIES SHALL BE BROUGHT INTO FIRM CONTACT WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A MAN WITH A SPUD WRENCH.

**ANCHOR BOLTS:** ANCHOR BOLTS SHALL NOT BE CAST-IN-PLACE. THE DEVELOPMENT OF THE POST-INSTALLED ANCHORS INTO THE CONCRETE FOUNDATION IS THE RESPONSIBILITY OF THE OWNER OR THE OWNER'S REGISTERED FOUNDATION ENGINEER.

ALUMINUM: 6351—T6, DESIGN AND FABRICATION SHALL BE PER THE ALUMINUM DESIGN MANUAL.

STEEL: 300W CSA, G40.21, FY=44 KSI, ALL STEEL IN CONTACT WITH ALUMINUM SHALL BE HOT DIP GALVANIZED. DESIGN AND FABRICATION OF STRUCTURAL STEEL SHALL BE IN CONFORMANCE WITH AISC

**SPECIAL INSPECTION:** THIS BUILDING INCORPORATES STRUCTURAL BOLTS AND POST-INSTALLED ANCHORS WHICH MAY REQUIRE SPECIAL INSPECTION UNDER THE BUILDING CODE. PER THE BUILDING CODE, SPECIAL INSPECTION, IF REQUIRED, IS THE RESPONSIBILITY OF THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT.

CONCRETE: 3000psi OR GREATER

#### DESIGN LOADS

STRUCTURE LOCATION: SAN FRANCISCO, CA BUILDING CODE: CBC 2016 WIND SPEED: 115 mph 3 SEC GUST RISK CATEGORY: III EXPOSURE C GROUND SNOW LOAD: NA (SEE SNOW SHED REPORT)

#### Steven B. Brown, P.E.

Consulting Engineer 1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

#### SIGNATURE SERIES

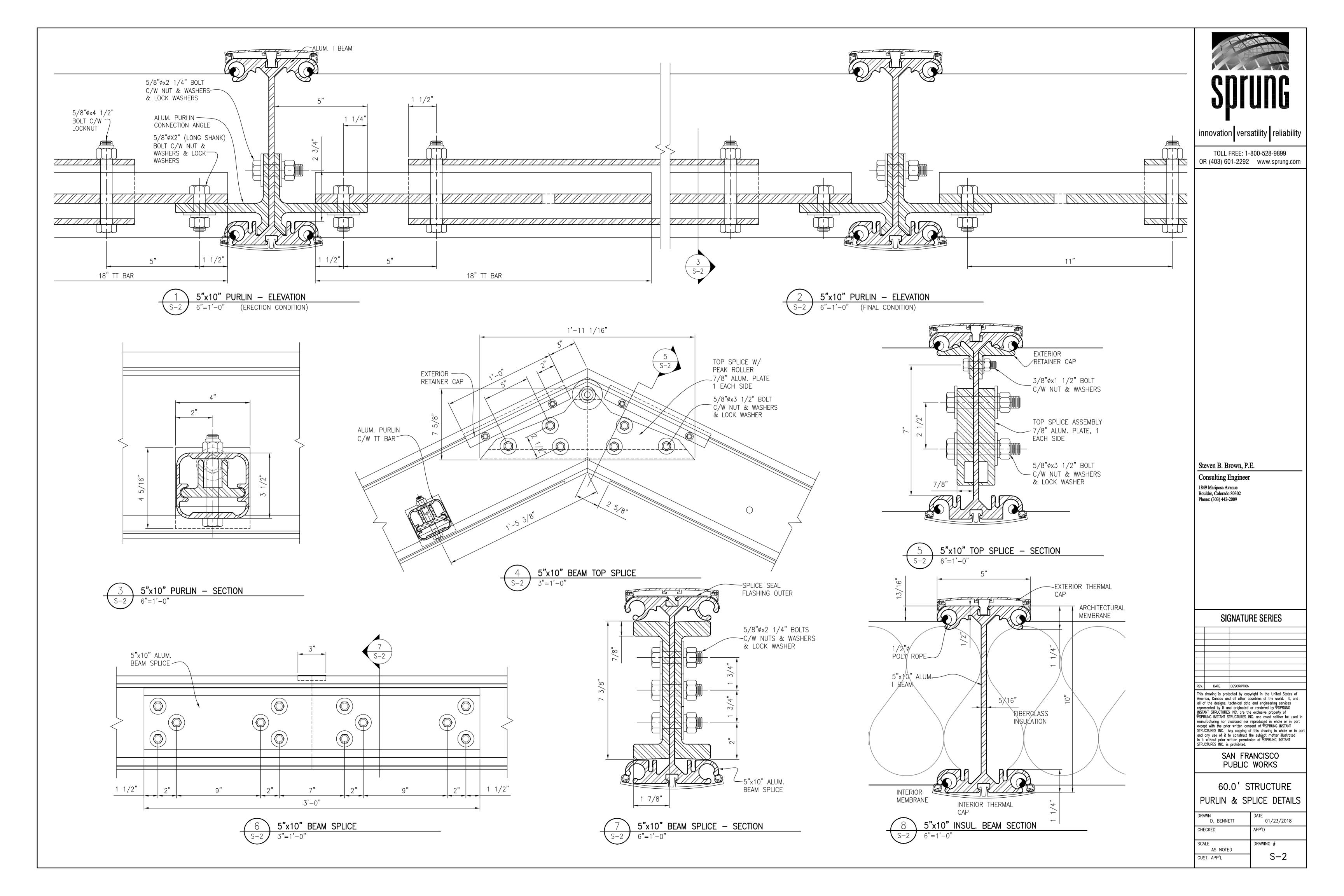
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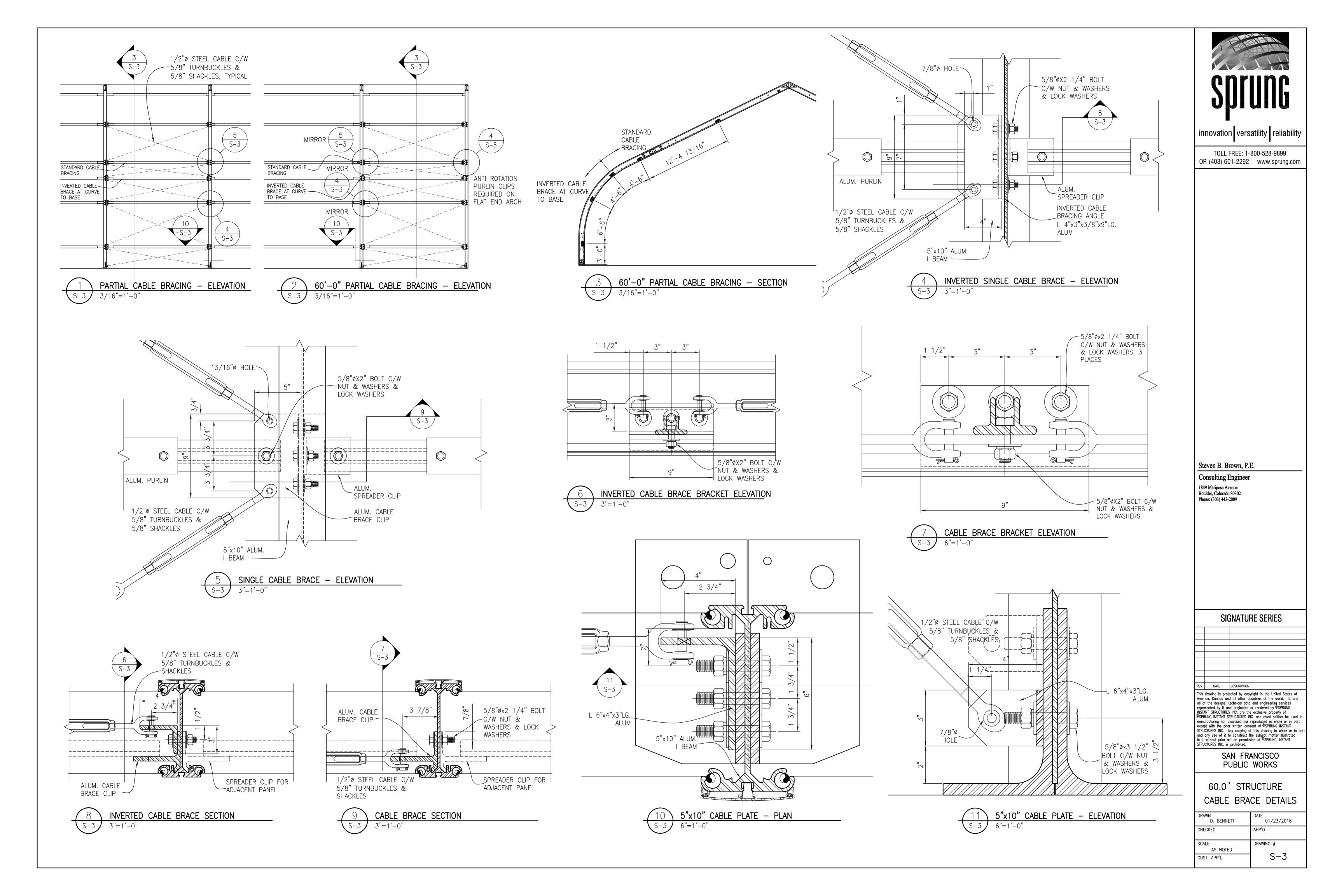
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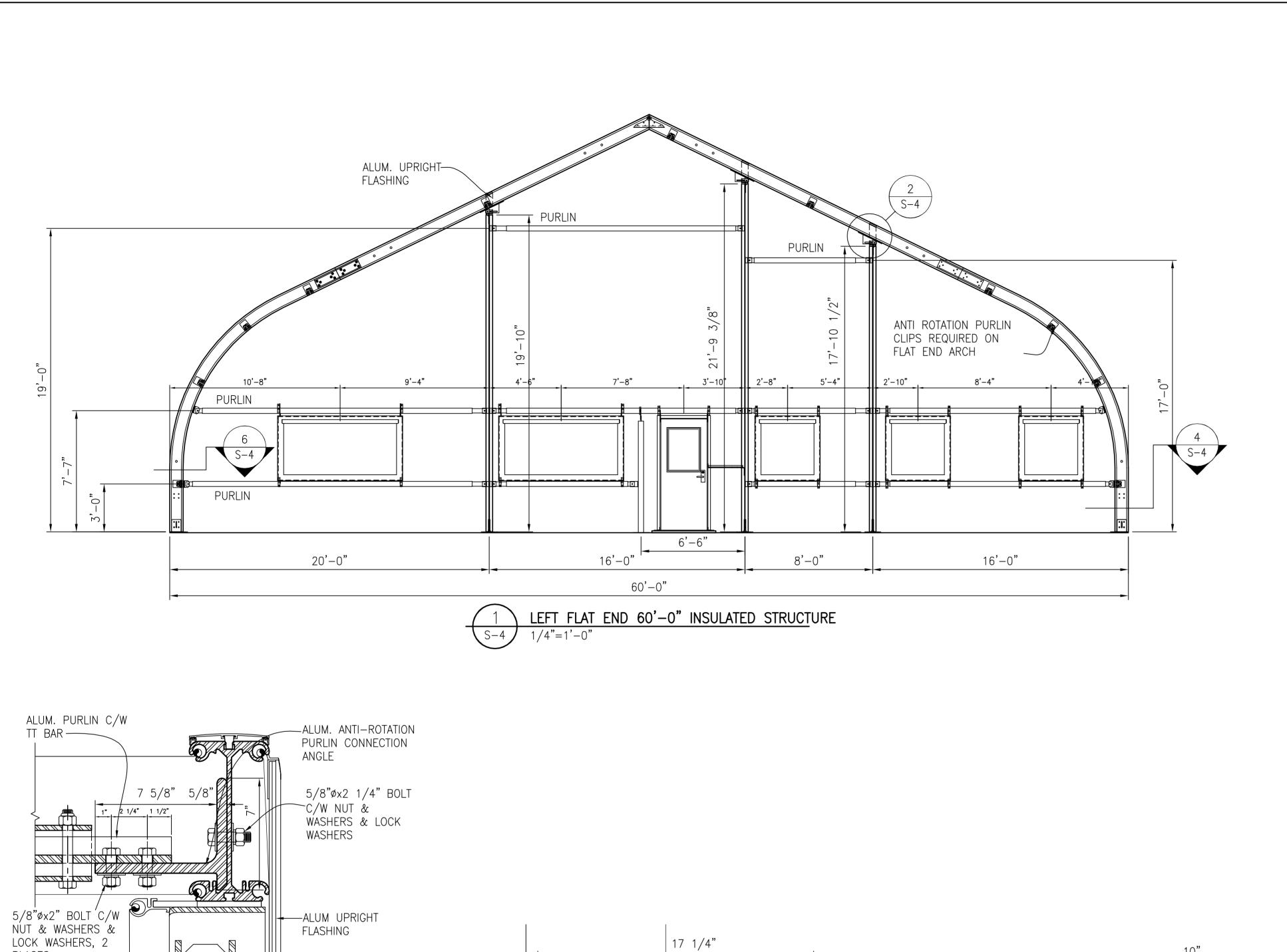
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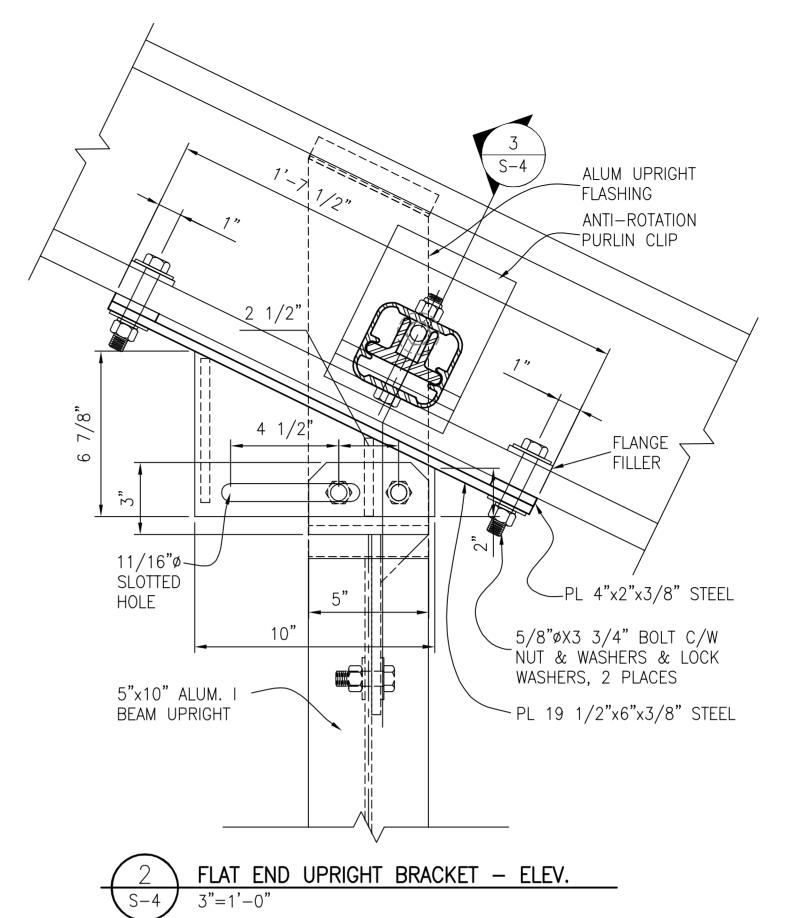
60.0' STRUCTURE SECTION & BASE DETAILS

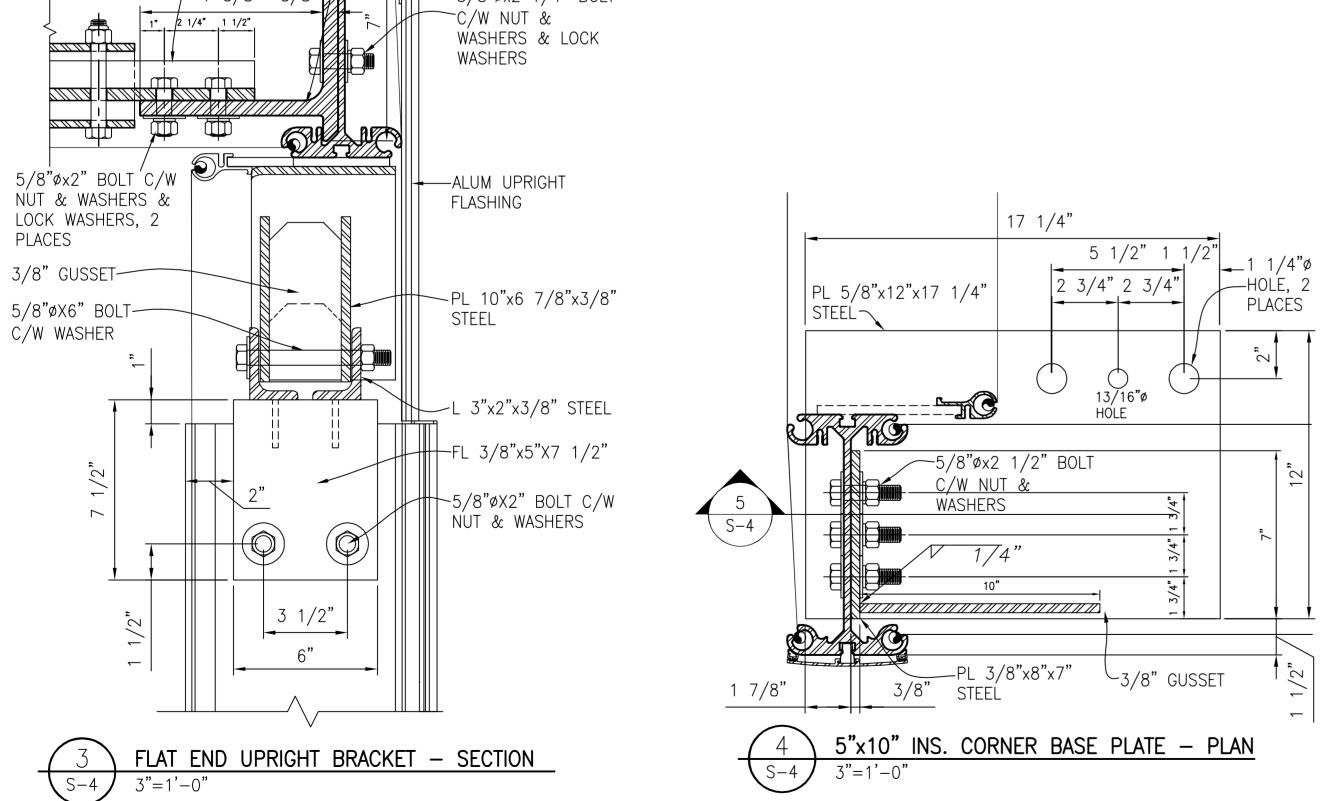
DRAWN	DATE
D. BENNETT	01/23/2018
CHECKED	APP'D
SCALE	DRAWING #
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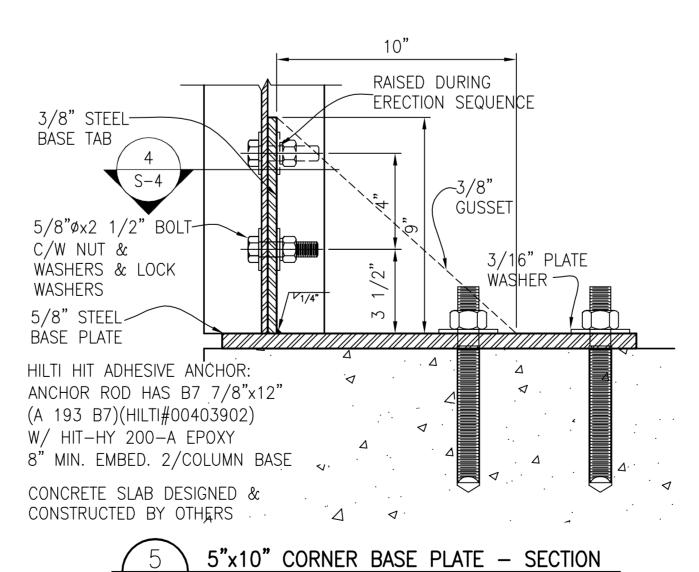


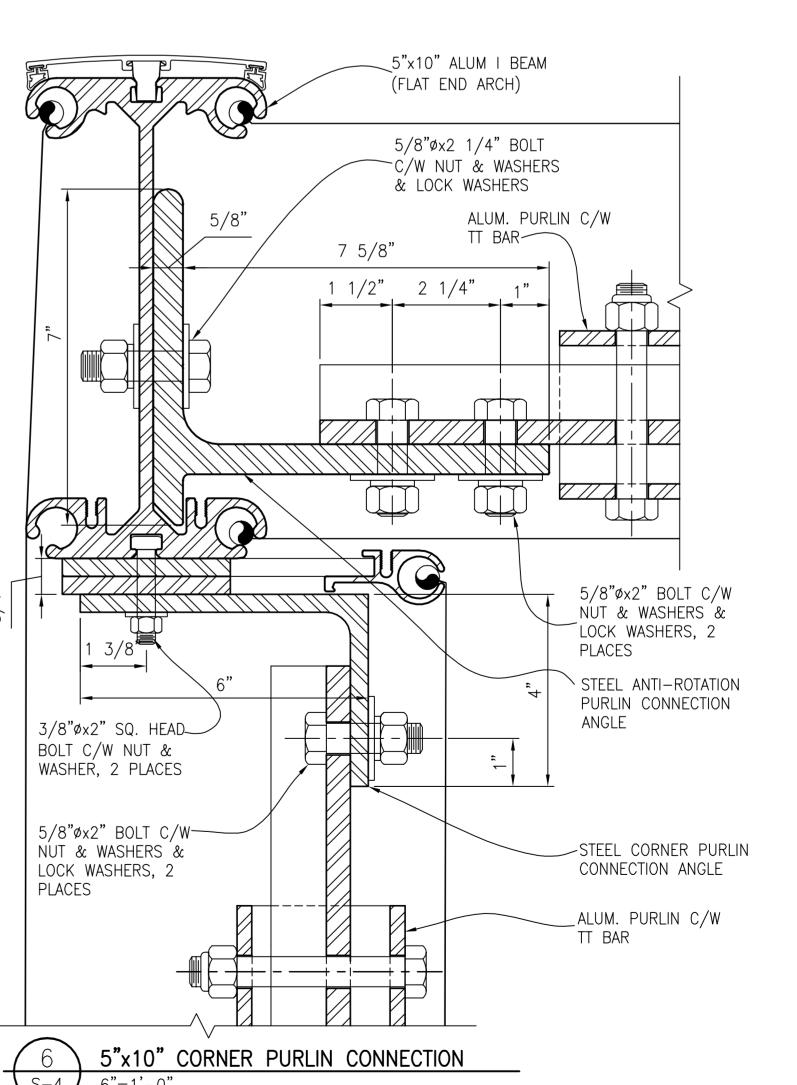














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Phone: (303) 442-2009

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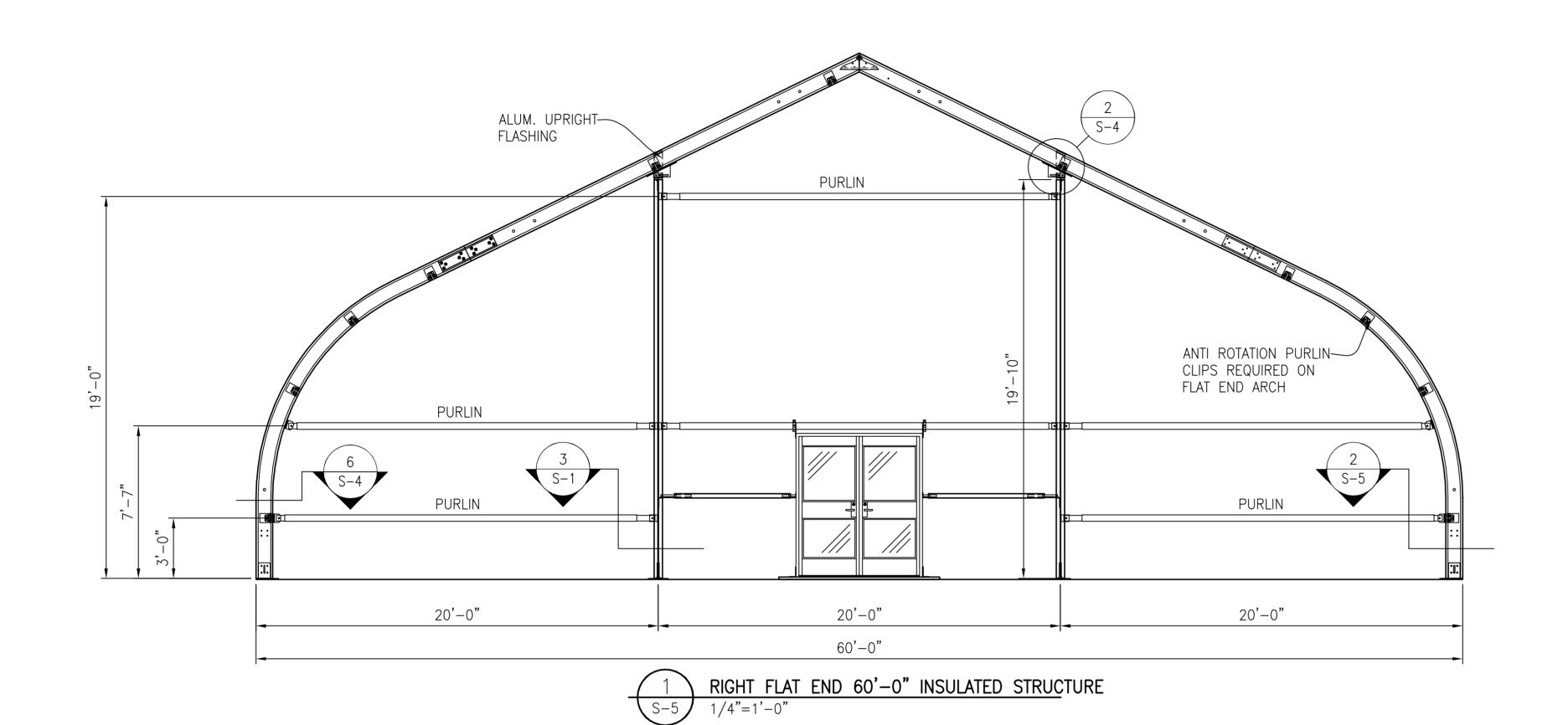
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60.0' STRUCTURE
FLAT END DETAILS

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AS NOTED	
CUST. APP'L	S-4



5/8"øX2" BOLT C/W -NUT & WASHERS &

\_ALUM. CABLE BRACE

CONNECTION ANGLE

ANTI-ROTATION PURLIN

LOCK WASHERS, 2

**PLACES** 

7/8"ø HOLE-

5"x10" ALUM.

ANTI-ROTATION CABLE BRACE - ELEVATION

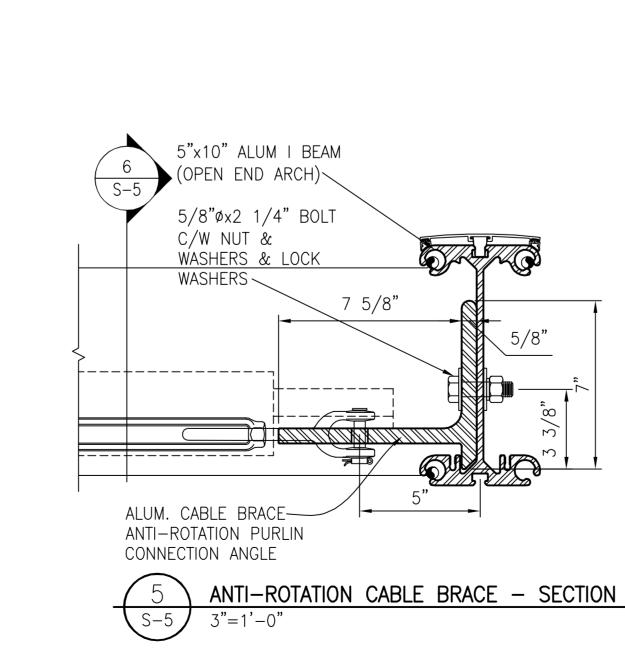
I BEAM —

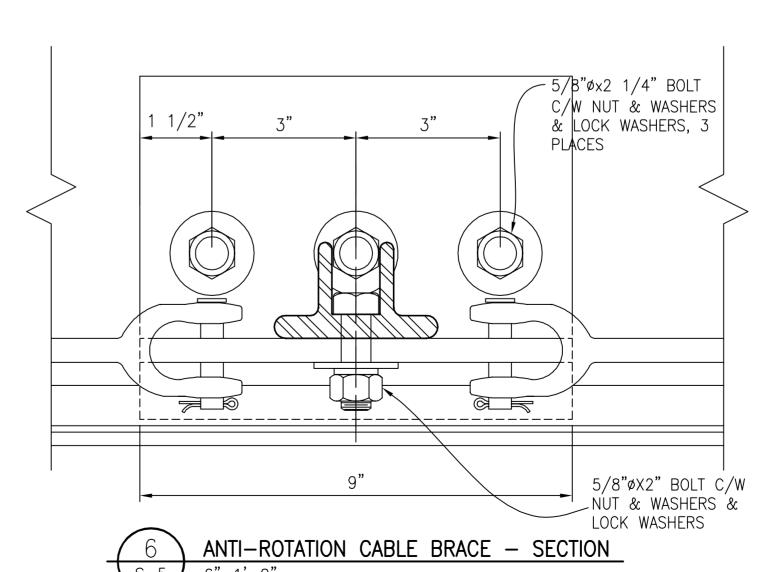
ALUM. PURLIN

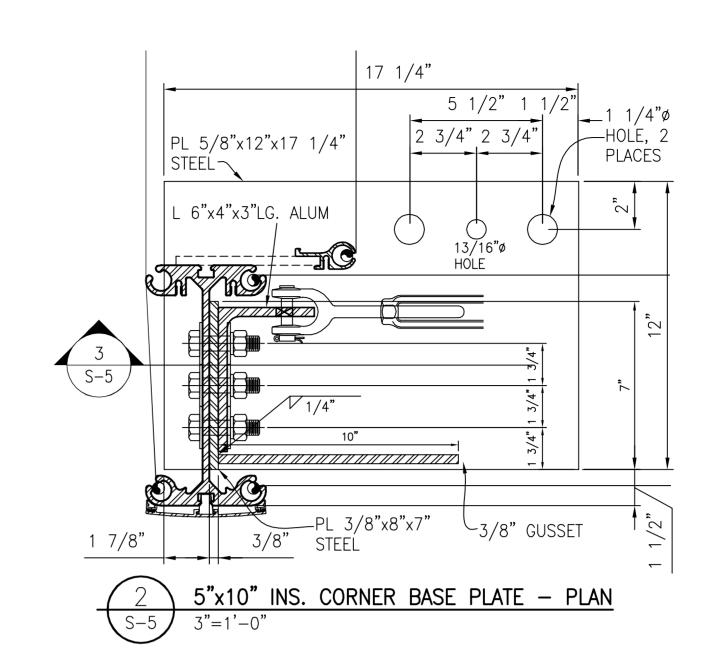
5/8" SHACKLES

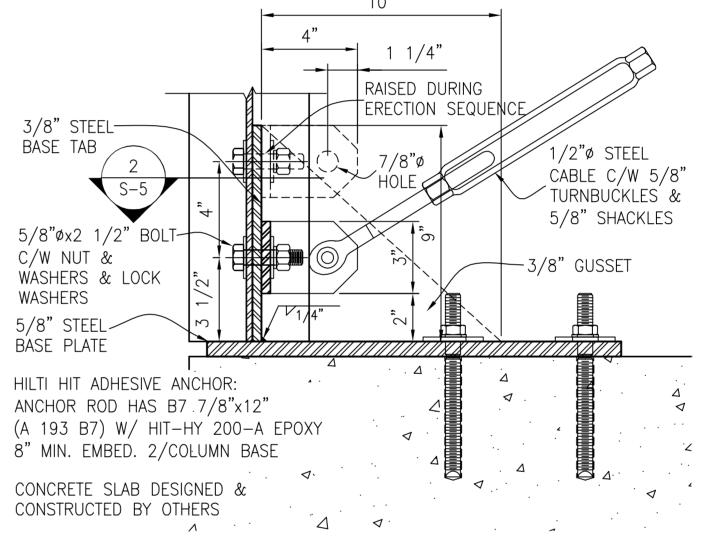
1/2"ø STEEL CABLE C/W

5/8" TURNBUCKLES &

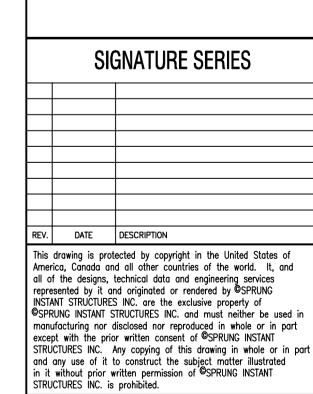








5"x10" CORNER BASE PLATE - SECTION



Steven B. Brown, P.E.

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1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

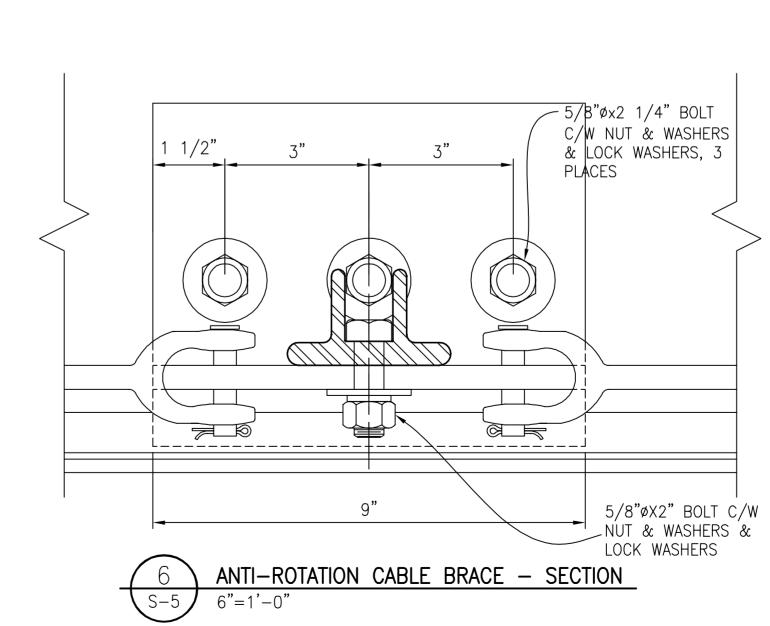
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60.0' STRUCTURE FLAT END DETAILS

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AS NOTED	
CUST. APP'L	S-5



#### CONTINUOUS CENTER PANELS (CONTINUOUS ACROSS BUILDING)

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					NOIJ	
WARP DIRECTION TYPICAL					 DIRECTION	
				/	(FILL)	
					WEFT (	
					BRAN	
					MEMBRANE	
	HORIZONTAL	SEAMS TY	/PICAL		RAL	
					ARCHITECTURAL	
					CHIT	
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						/
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MEMBRANE LAYOUT

NOTES: OUTER MEMBRANE HERCULITE EXCEL 18 C/W ACRYLIC TOP COAT 1. MEMBRANE STRENGTH: WARP = 325 pli

FILL (WEFT) = 245 pli 2. PRESTRESS (COMPENSATION) WARP = 1.1%FILL (WEFT) = 0.5%

3. MEMBRANE - PVC COATED POLYESTER SCRIM

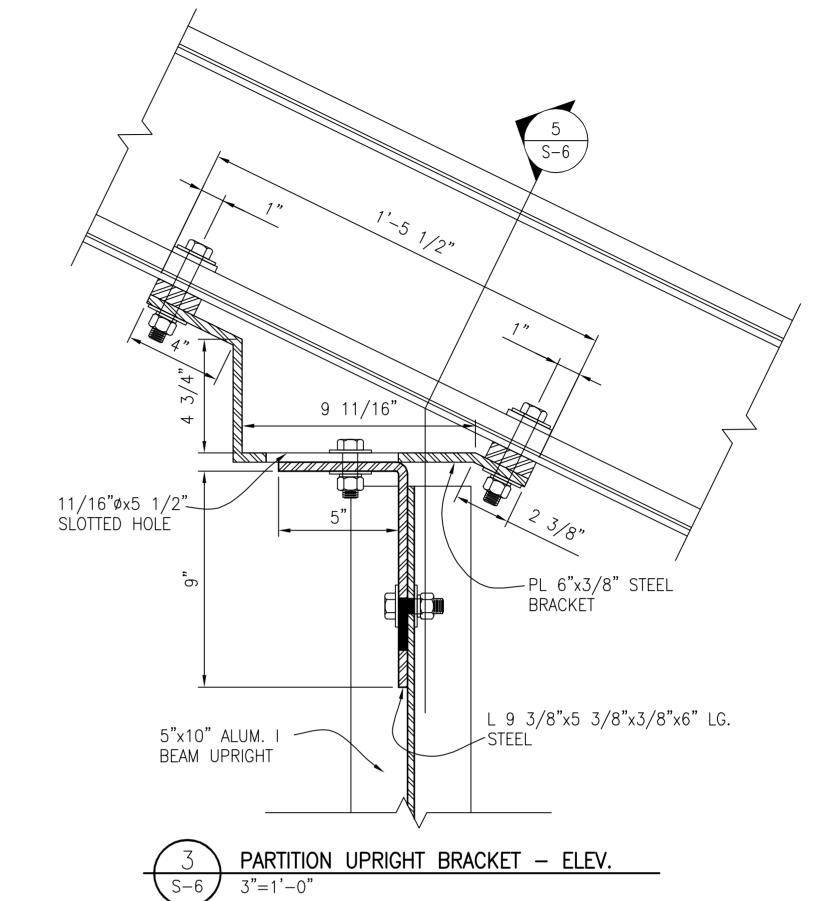
WARP DIRECTION IS THE SPAN DIRECTION FOR THE FABRIC FOR THIS BUILDING. ALL HORIZONTAL SEAMS = 1 INCH INNER MEMBRANE/LINER HERCULITE EXCEL 14 C/W ACRYLIC TOP COAT 1. MEMBRANE STRENGTH:

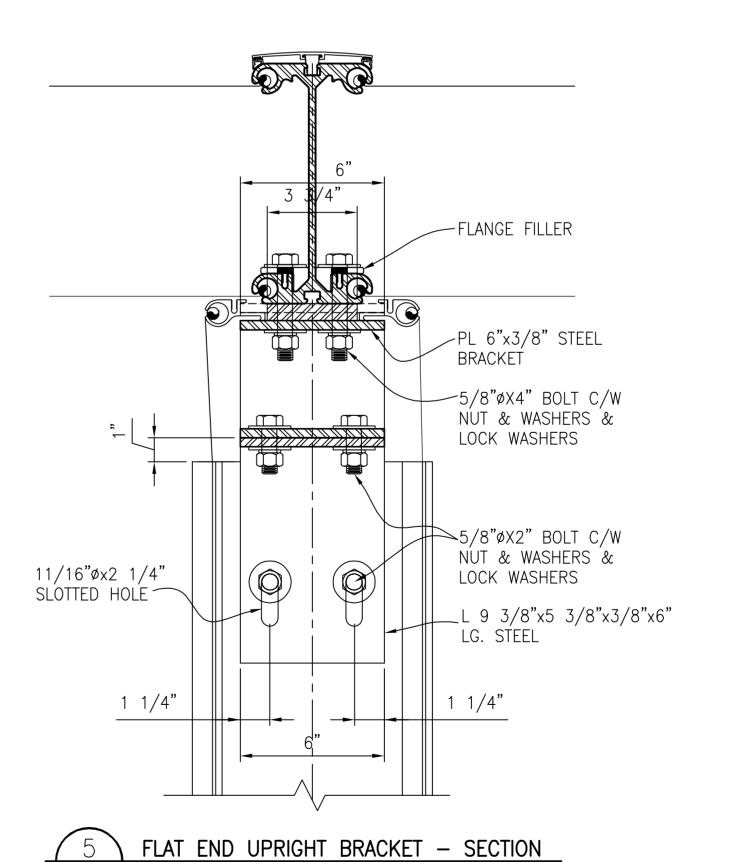
WARP = 170 pli FILL (WEFT) = 140 pli 2. PRESTRESS (COMPENSATION) WARP = 1.0%

FILL (WEFT) = 0.5%3. MEMBRANE - PVC COATED POLYESTER SCRIM

\_\_\_ HORIZONTAL \_\_\_ \_\_\_ SEAMS TYPICAL WARP DIRECTION \_\_\_ TYPICAL ---\_\_\_ \_\_\_

MEMBRANE - FLAT END







TOLL FREE: 1-800-528-9899 OR (403) 601-2292 www.sprung.com ARCHITECTURAL MEMBRANE

**OUTER MEMBRANE:** 

ARCHITECTURAL MEMBRANE C/W ACRYLIC TOP COAT. MEETS FIRE PROPAGATION CRITERIA OF;

CALIFORNIA STATE FIRE MARSHALL

ASTM-E-84 CAN/ULC-S-109

NFPA 701

CAN/ULC-S-102

INNER MEMBRANE/LINER:

HERCULITE EXCEL 14 MEMBRANE C/W ACRYLIC TOP COAT. MEETS FIRE PROPAGATION CRITERIA OF: CALIFORNIA STATE FIRE MARSHALL NFPA 701

ASTM-E-84 CAN/ULC-S-109

CAN/ULC-S-102

Steven B. Brown, P.E.

**Consulting Engineer** 1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

SIGNATURE SERIES

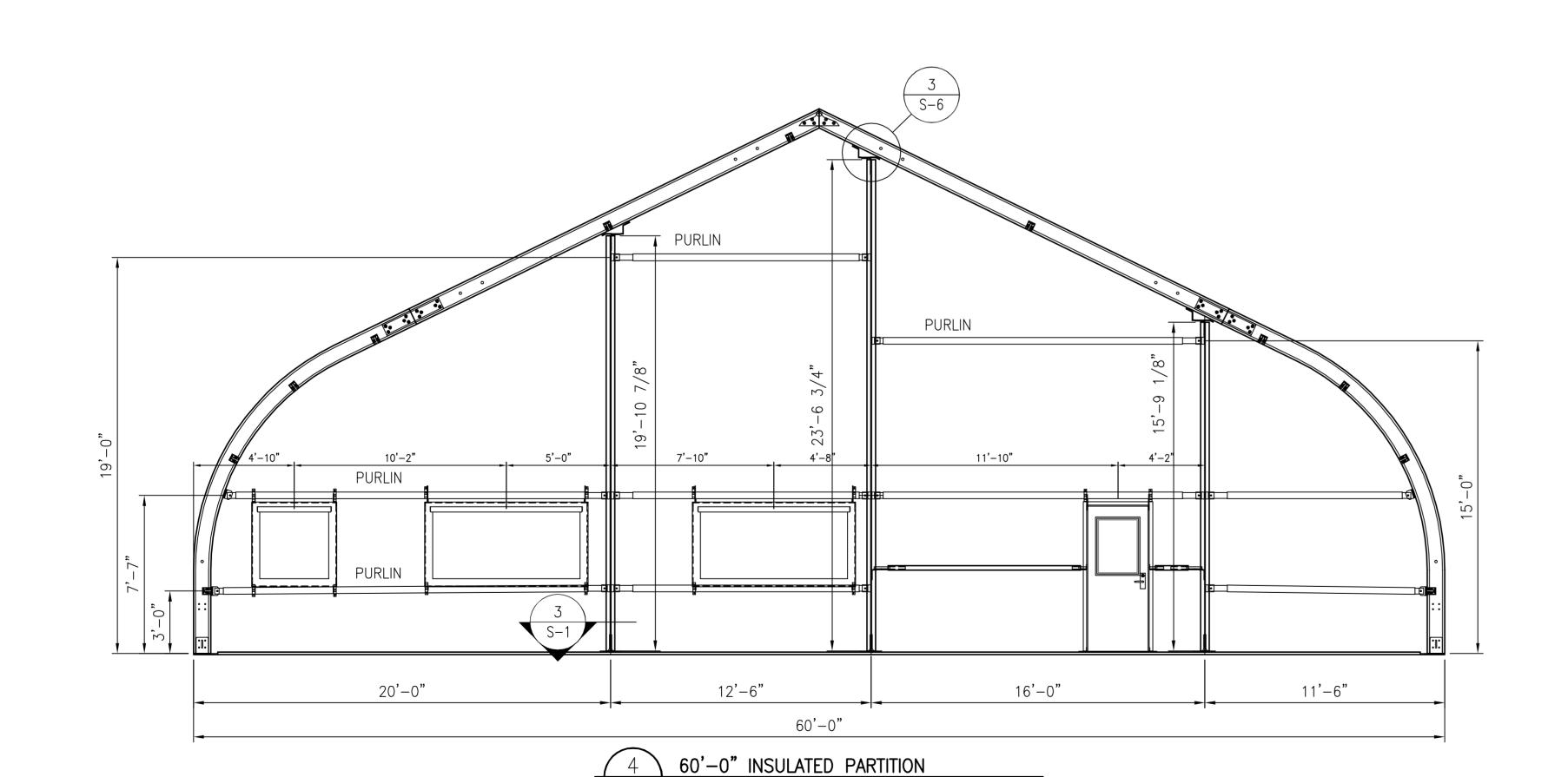
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60.0' STRUCTURE MEMBRANE DETAILS

DRAWN D. BENNETT	DATE 01/23/2018
CHECKED	APP'D
SCALE AS NOTED	DRAWING #



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SAN FRANCISCO, CALIFORNIA

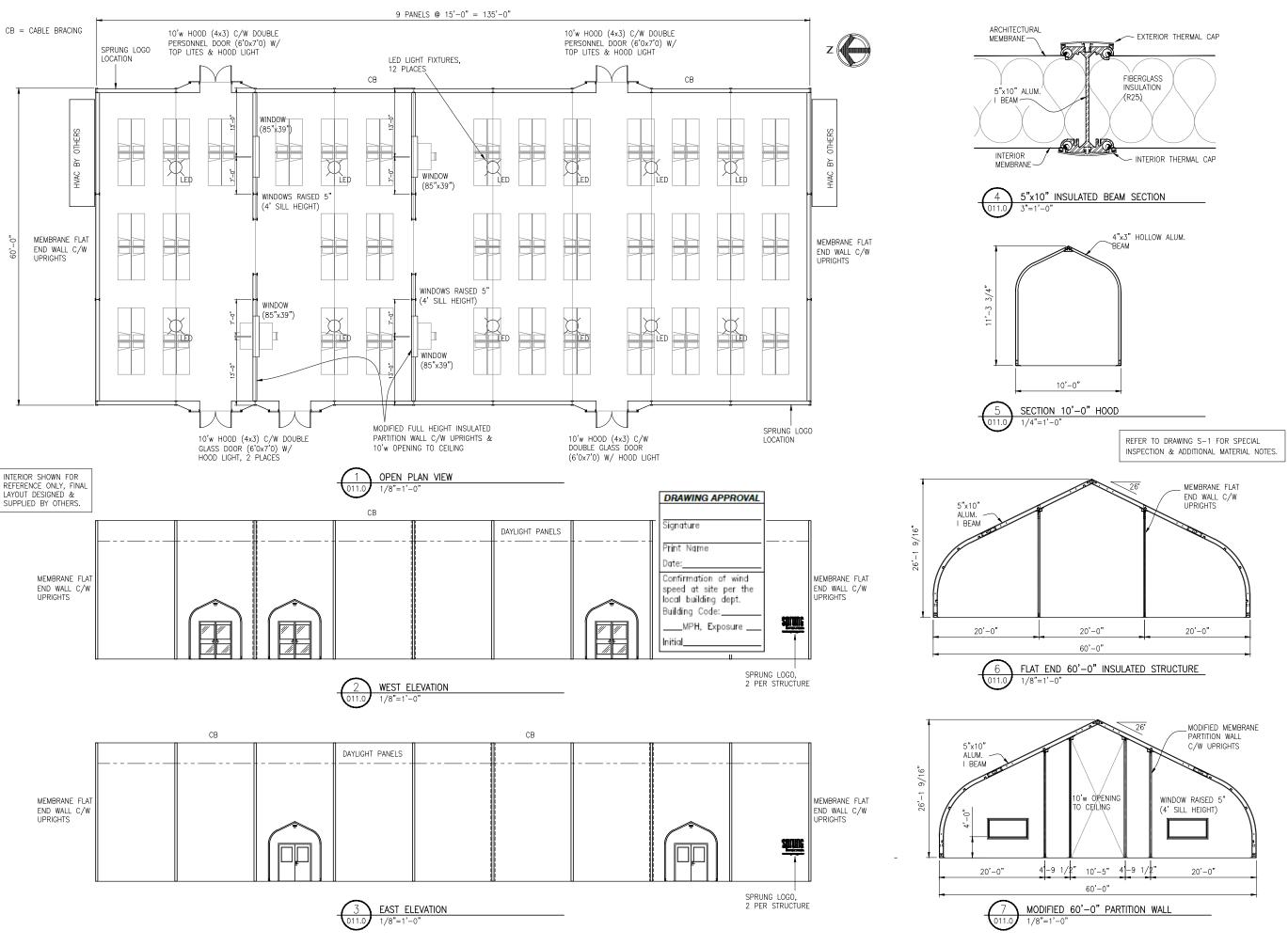
# DORMITORY

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		DRAWING INDEX
SHEET NO	O. DRAWING NO.	DESCRIPTION
1	TITLE	
2	P18-011.0	60.0' x 135.0' NAVIGATION CENTER - DORMITORY
3	P18-011.1	60.0' x 135.0' COLUMN BASE LAYOUT
4	P18-011.2	60.0' x 135.0' CONCRETE DETAILS
5	S-1	60.0' STRUCTURE SECTION & BASE DETAILS
6	S-2	60.0' STRUCTURE PURLIN & SPLICE DETAILS
7	S-3	60.0' STRUCTURE CABLE BRACE DETAILS
8	S-4	60.0' STRUCTURE FLAT END DETAILS
9	S-5	60.0' STRUCTURE MEMBRANE DETAILS





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#### GENERAL NOTES:

1. ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS

- 2. STRUCTURE TO BE INSULATED WITH FIBERGLASS BATT INSULATION C/W INNER LINER, TO DAYLIGHT PANEL LEVEL ONLY.
- 3. INNER & OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. FLAT
- 4. STRUCTURE MEMBRANE MEETS:
  NFPA 701, CALIFORNIA STATE FIRE MARSHAL
  ASTM E84, CAN/ULC-S-109 &
  CAN/ULC-S-102 SPECIFICATIONS.
- 5. THIS STRUCTURE IS DESIGNED TO SHED/RELEASE SNOW. THE PERIMETER OF THE STRUCTURE SHALL BE KEPT CLEAR.
- 6. WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.
- 7. ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.

#### DESIGN LOADS

STRUCTURE LOCATION: SAN FRANCISCO, CA
BUILDING CODE: CBC 2016
WIND SPEED: 115 mph 3 SEC GUS'
RISK CATEGORY: III EXPOSURE C
GROUND SNOW LOAD: NA
(SEE SNOW SHED REPORT)

#### Steven B. Brown, P.E.

Consulting Engineer

1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

#### SIGNATURE SERIES

6	02/08/18	MODIFY COLOR SELECTIONS
		MODIFY COLOR SELECTIONS
4	02/06/18	MODIFY COLOR SELECTIONS
3	02/01/18	ADD COLOR
2	01/19/18	RAISE PARTITION WINDOWS 5"

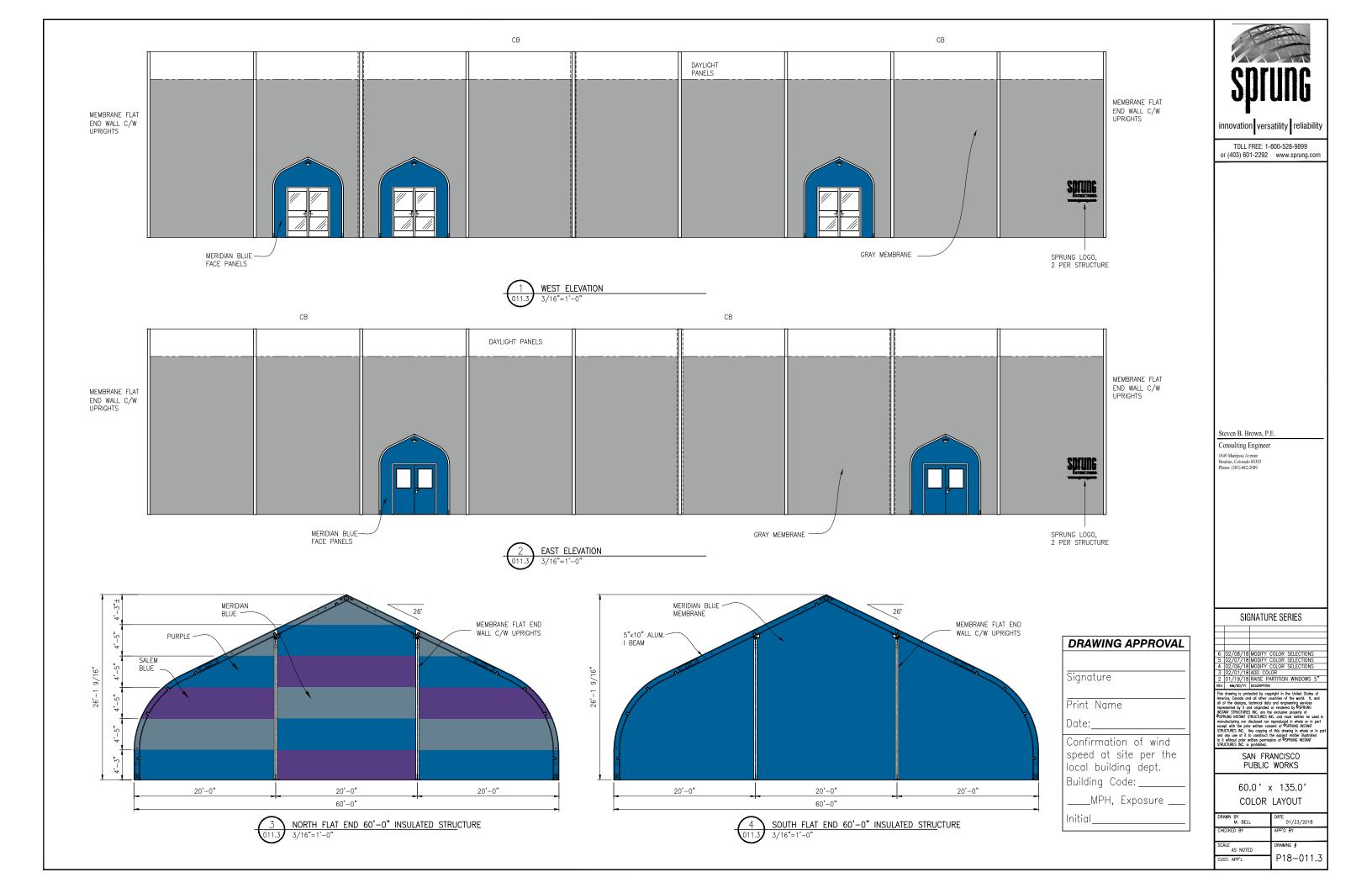
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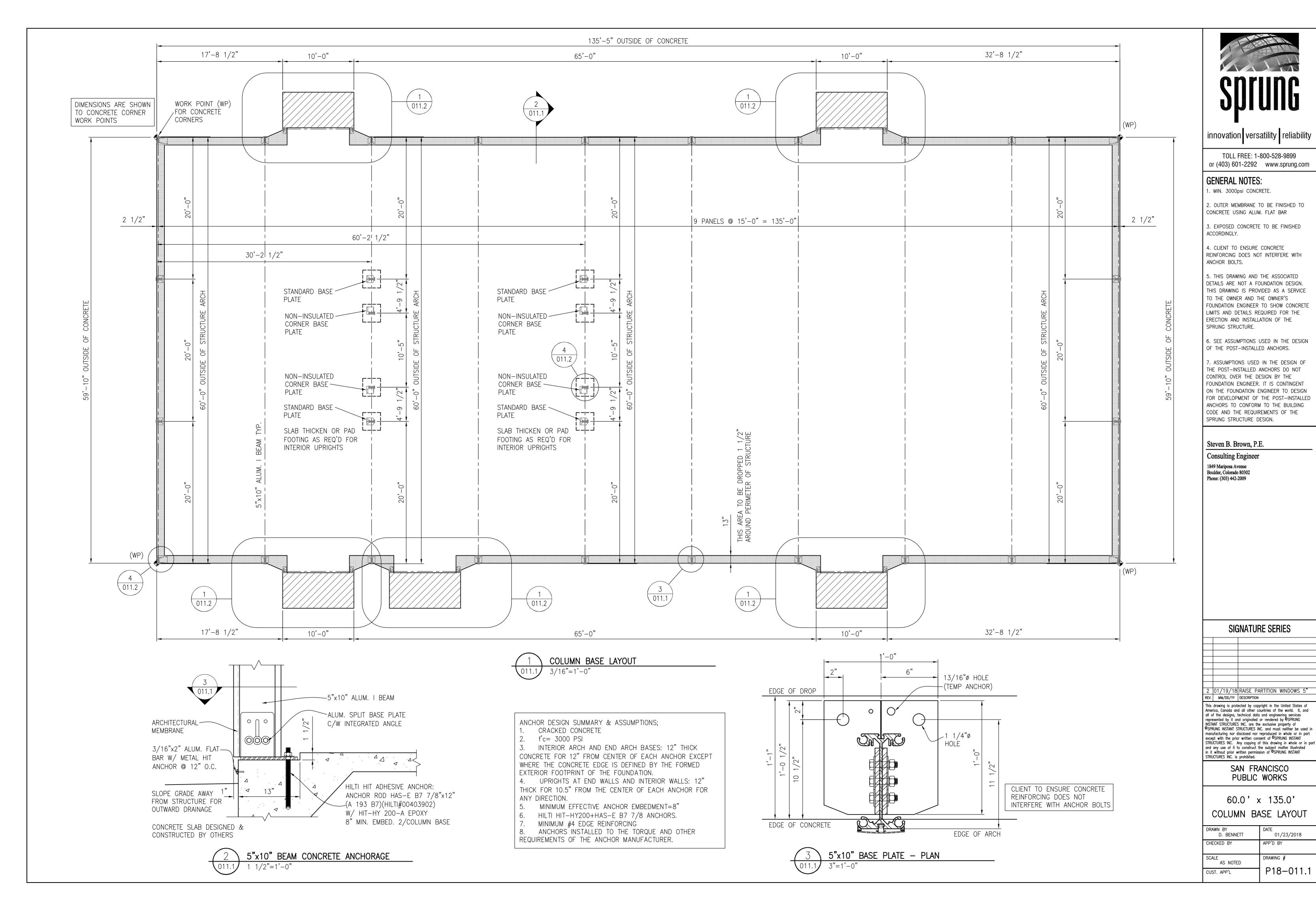
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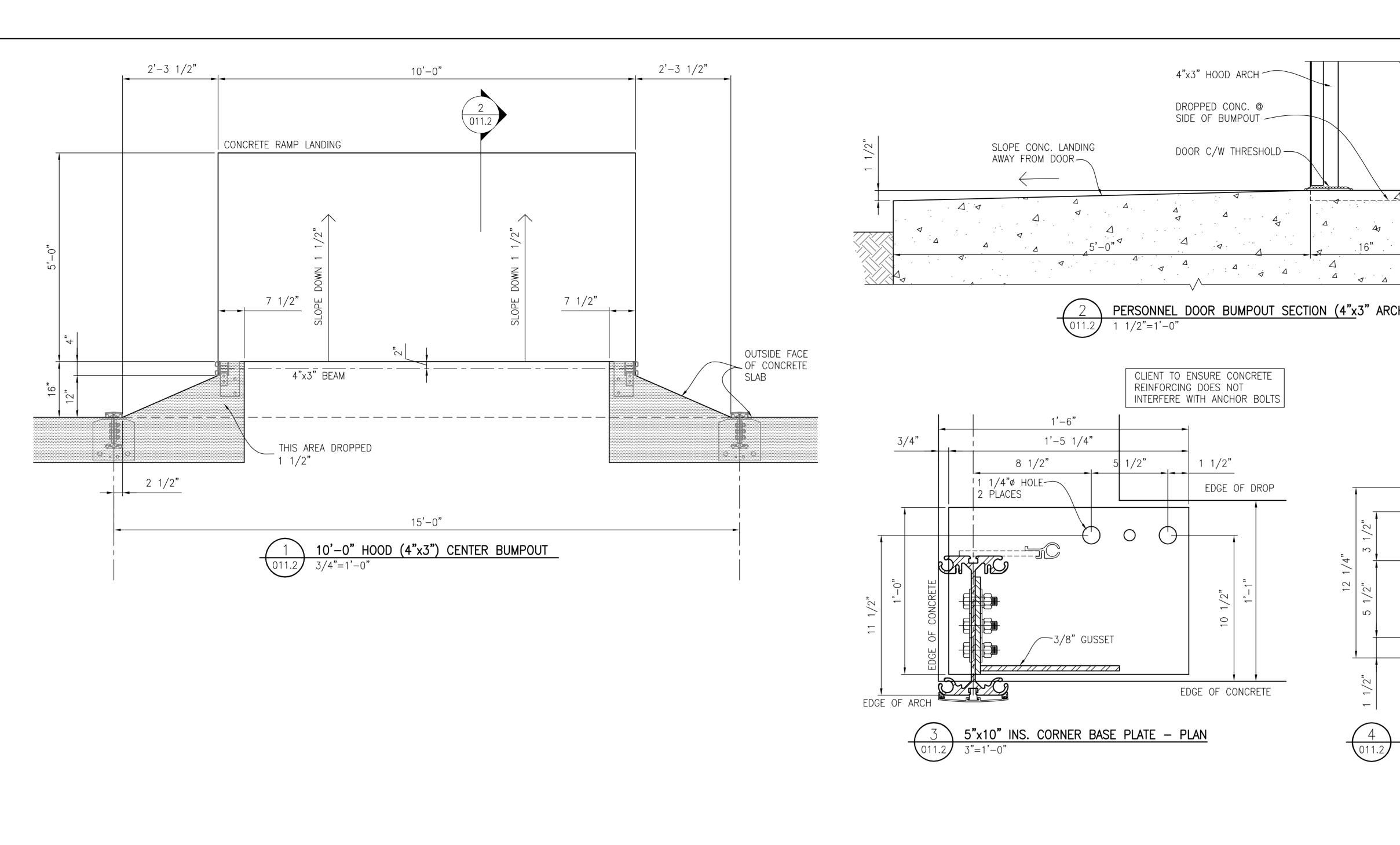
60.0' x 135.0'

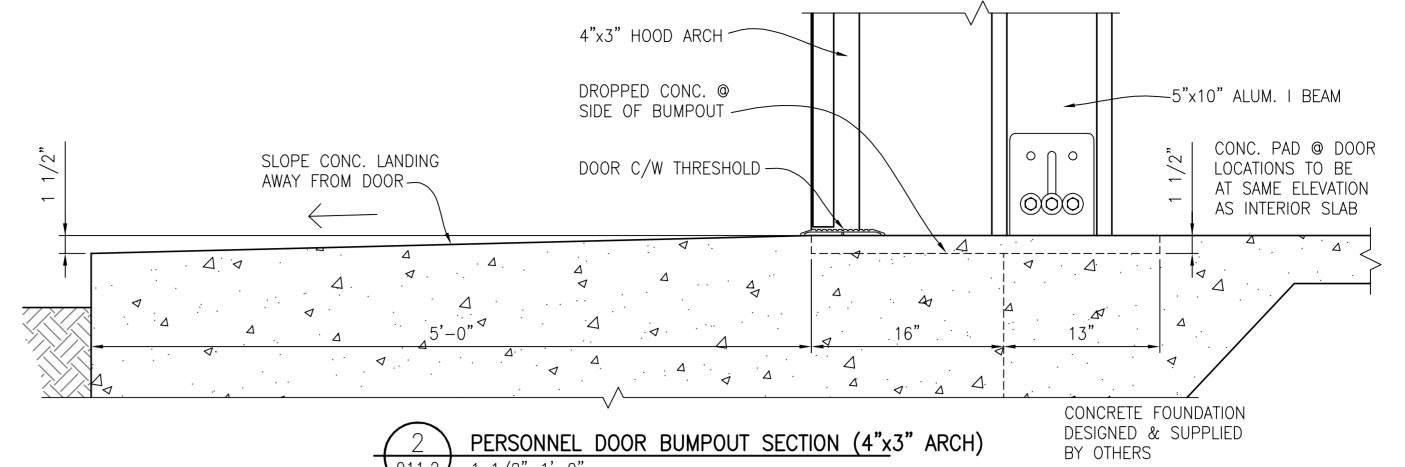
NAVIGATION CENTER - DORMITORY

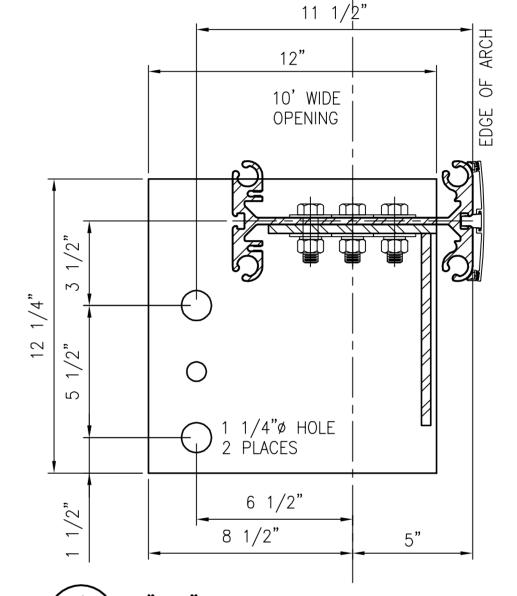
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SCALE AS NOTED	DRAWING #
CUST. APP'L	P18-011.0











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Consulting Engineer 1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

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2 01/19/18 RAISE PARTITION WINDOWS 5"

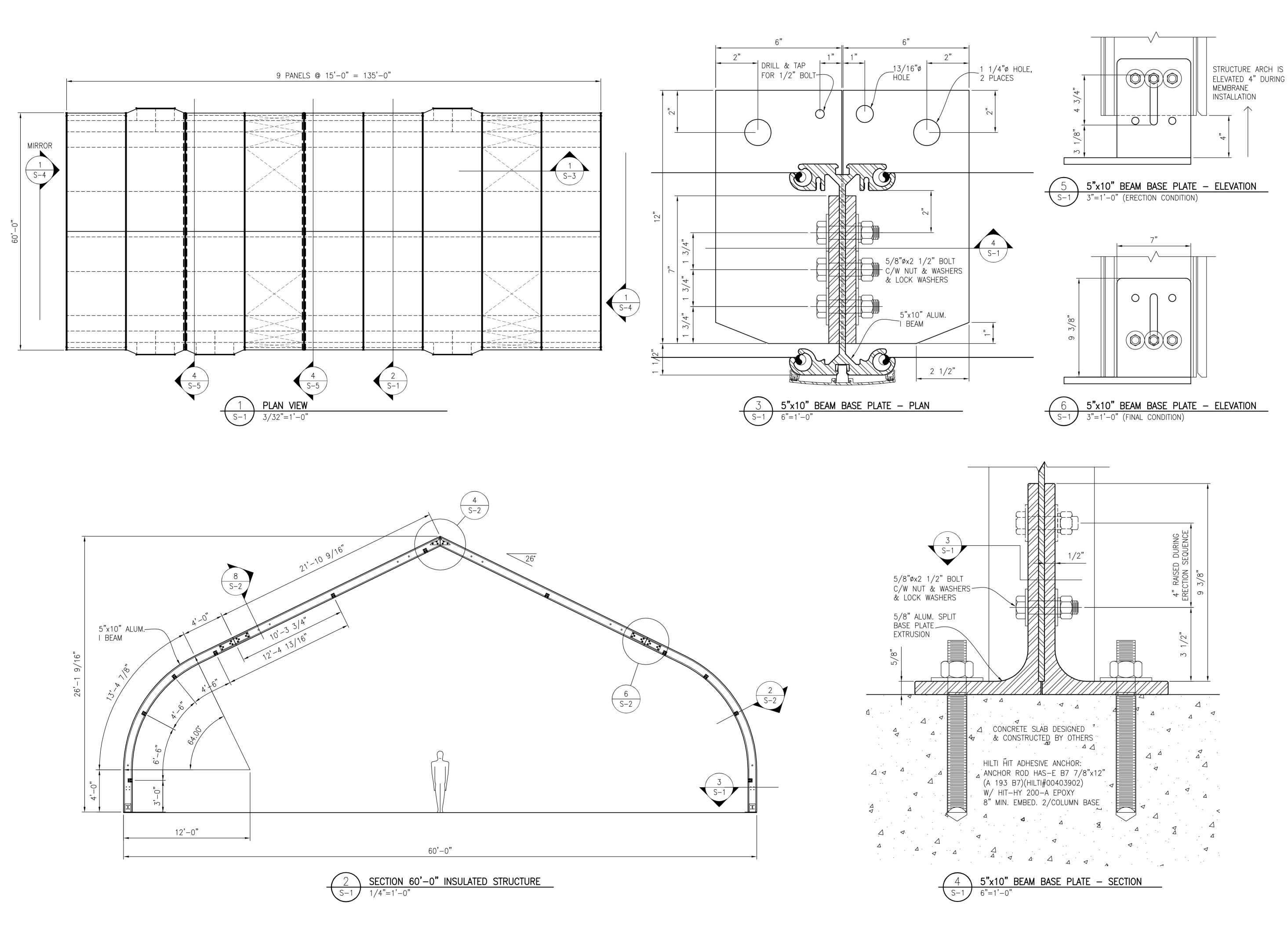
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60.0' x 135.0' CONCRETE DETAILS

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BUILDING MATERIALS:

STRUCTURAL BOLTS:
ZINC-DICHROMATE PLATED SAE GRADE 8
ALL STRUCTURAL BOLTS SHALL BE
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I.E., ALL PLIES SHALL BE BROUGHT INTO
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IMPACT WRENCH OR THE FULL EFFORT OF
A MAN WITH A SPUD WRENCH.

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THE POST—INSTALLED ANCHORS INTO THE
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SPECIAL INSPECTION:
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PROFESSIONAL IN RESPONSIBLE CHARGE
ACTING AS THE OWNER'S AGENT.

CONCRETE: 3000psi OR GREATER

#### DESIGN LOADS

STRUCTURE LOCATION: SAN FRANCISCO, CA
BUILDING CODE: CBC 2016
WIND SPEED: 115 mph 3 SEC GUST
RISK CATEGORY: III EXPOSURE C
GROUND SNOW LOAD: NA
(SEE SNOW SHED REPORT)

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Phone: (303) 442-2009

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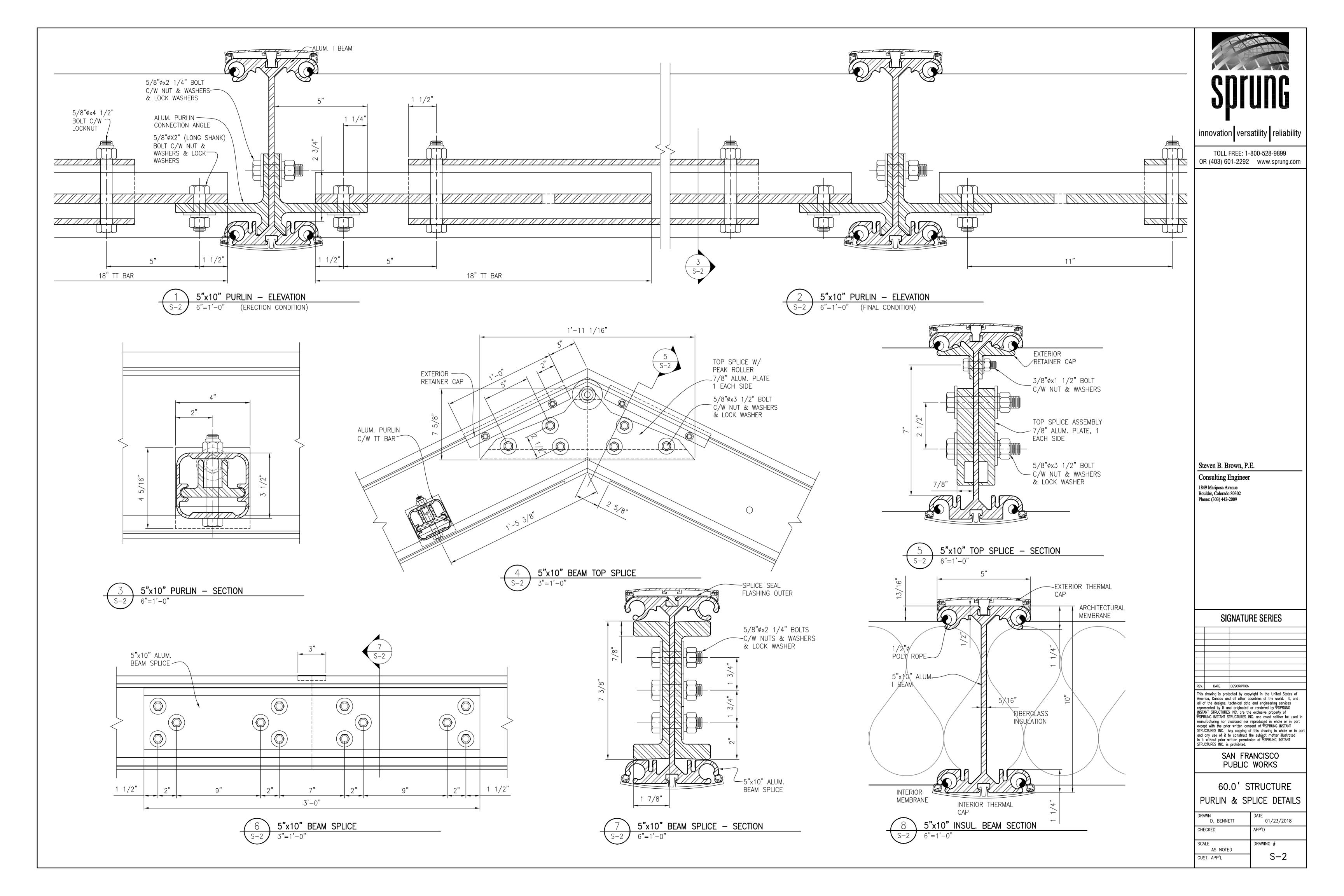
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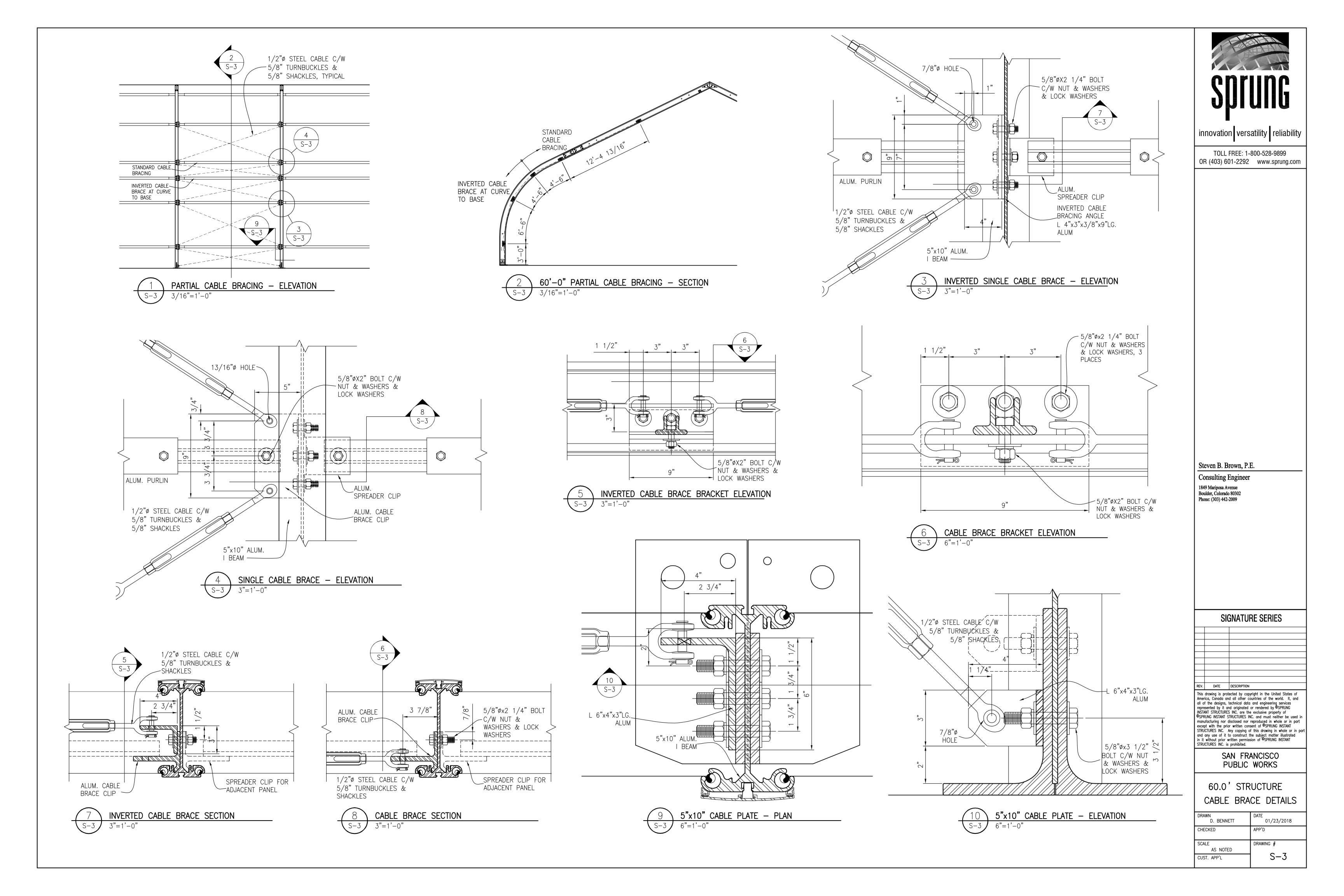
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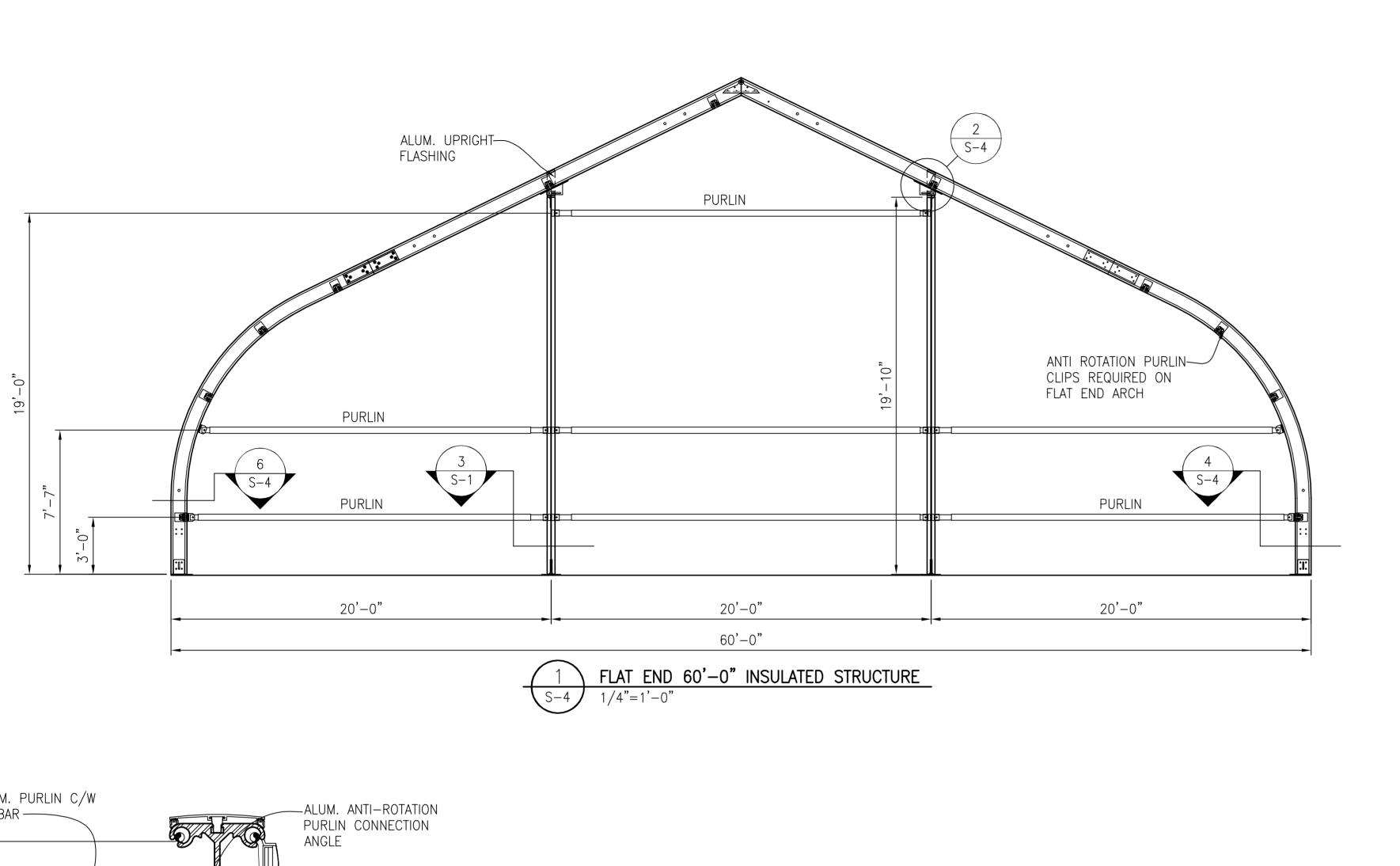
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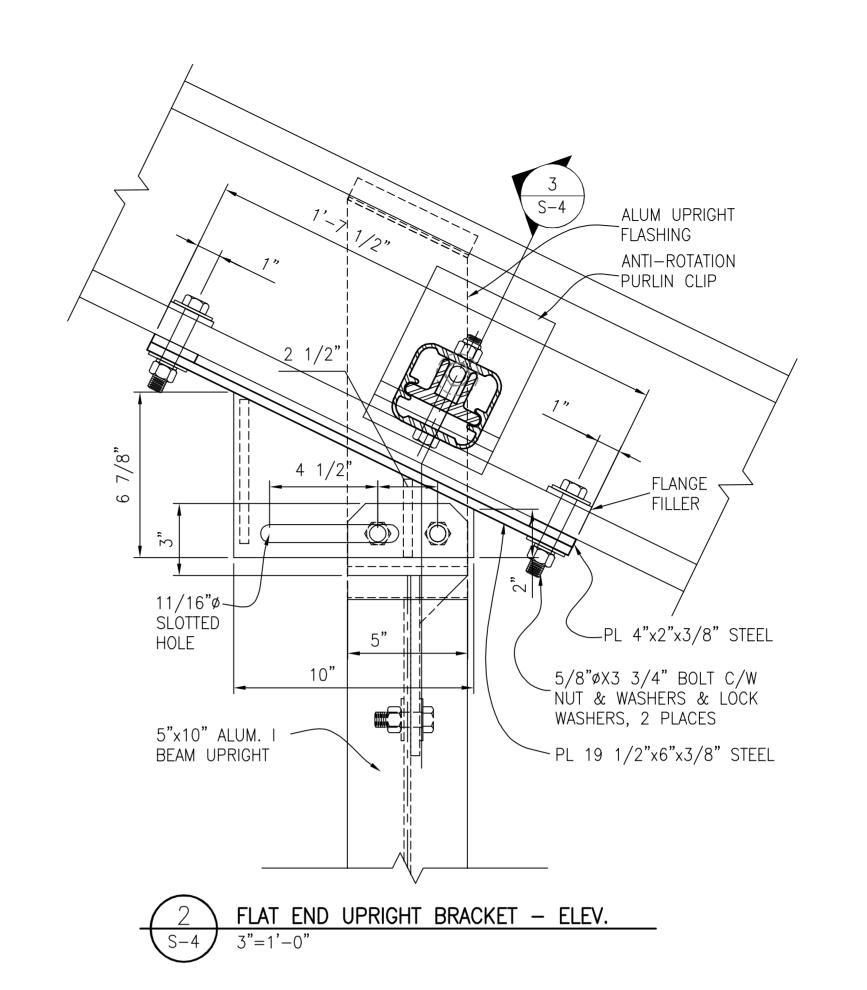
60.0' STRUCTURE
SECTION & BASE DETAILS

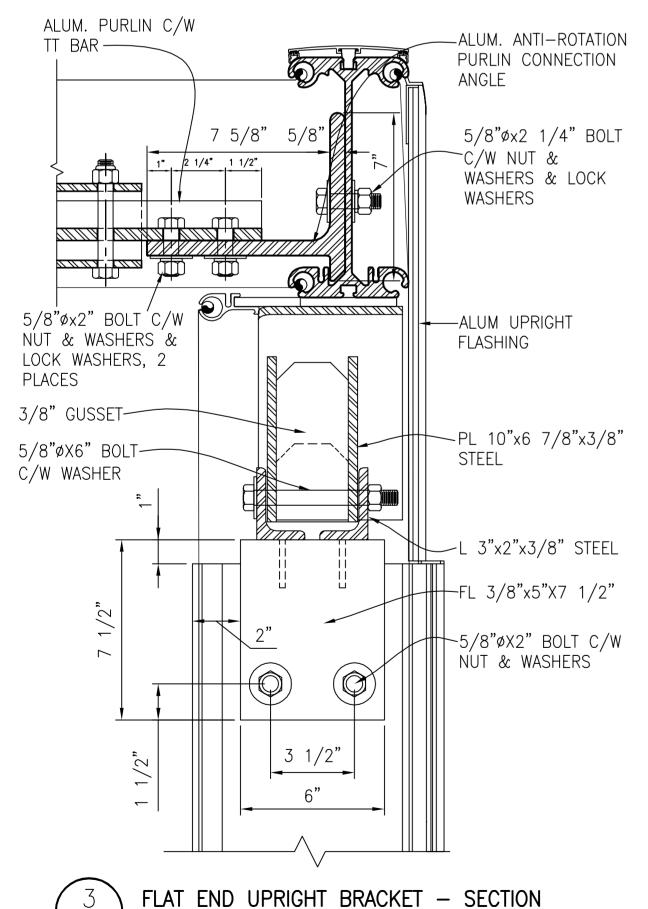
DRAWN	DATE
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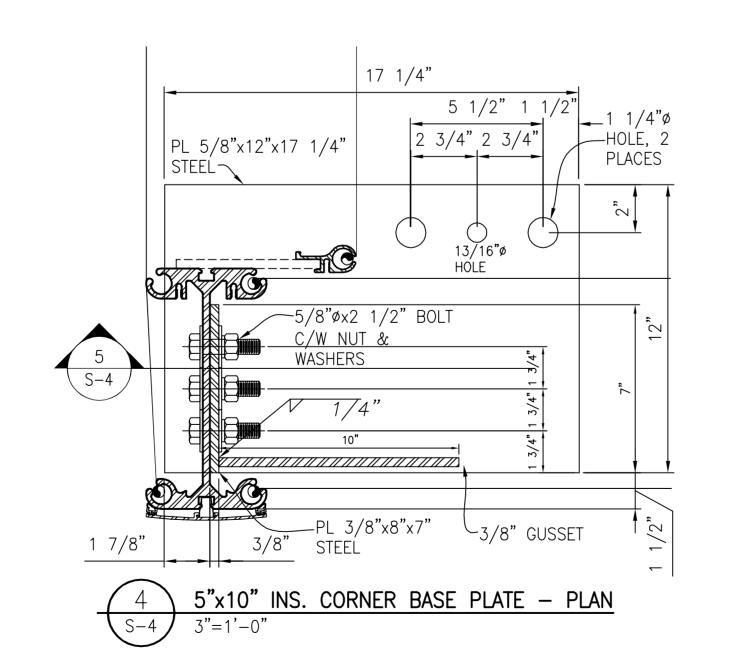


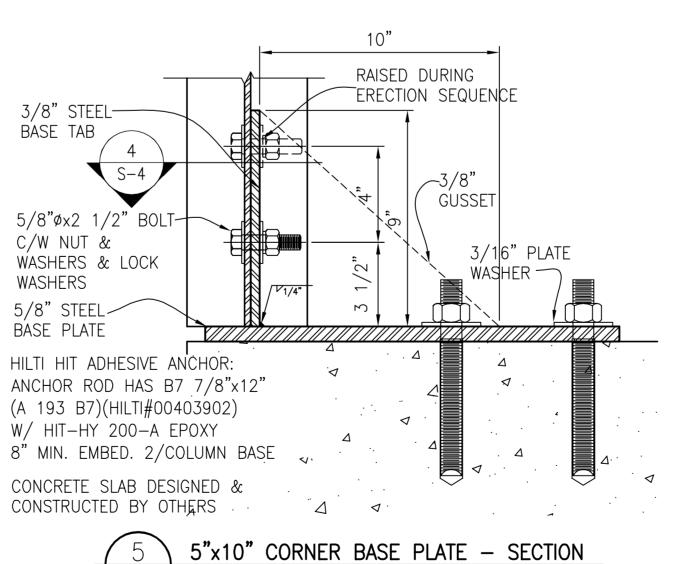


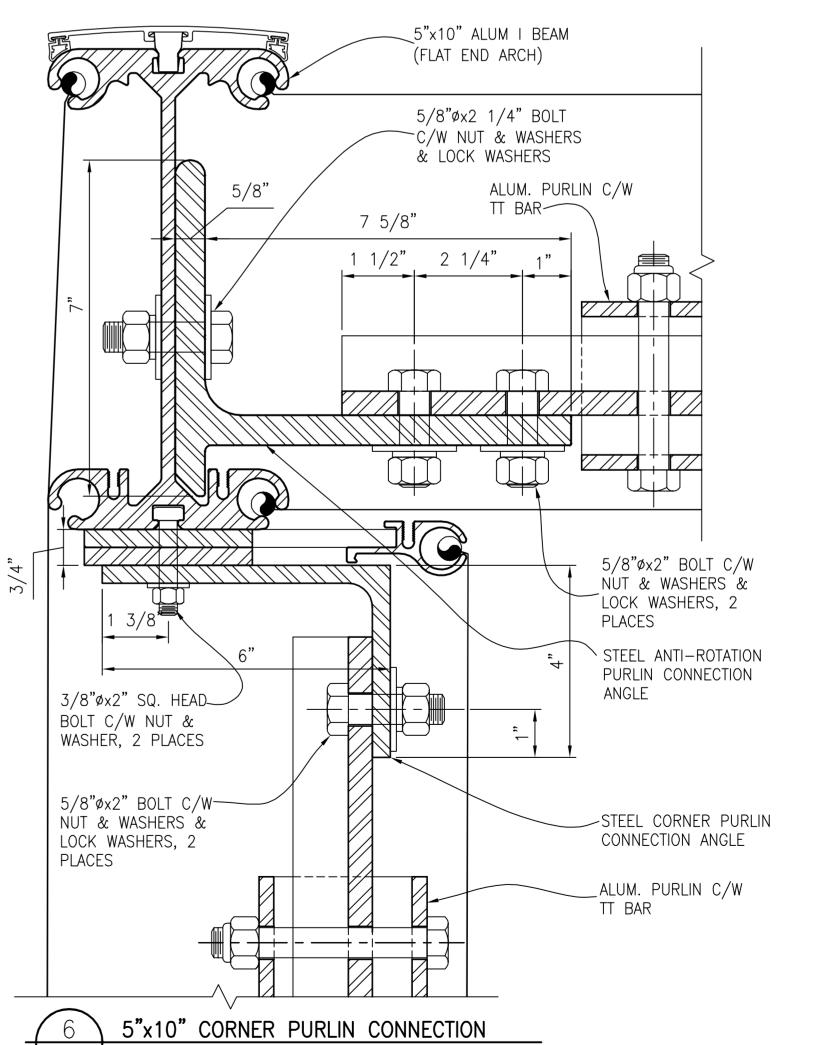














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60.0' STRUCTURE FLAT END DETAILS

DRAWN	DATE
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SCALE	DRAWING #
AS NOTED	
CUST. APP'L	S-4

CONTINUOUS CENTER PANELS (CONTINUOUS ACROSS BUILDING)

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MEMBRANE LAYOUT

NOTES: OUTER MEMBRANE HERCULITE EXCEL 18 C/W ACRYLIC TOP COAT

1. MEMBRANE STRENGTH: WARP = 325 pli FILL (WEFT) = 245 pli 2. PRESTRESS (COMPENSATION)

WARP = 1.1%FILL (WEFT) = 0.5%3. MEMBRANE - PVC COATED POLYESTER SCRIM

WARP DIRECTION IS THE SPAN DIRECTION FOR THE FABRIC FOR THIS BUILDING. ALL HORIZONTAL SEAMS = 1 INCH INNER MEMBRANE/LINER HERCULITE EXCEL 14 C/W ACRYLIC TOP COAT

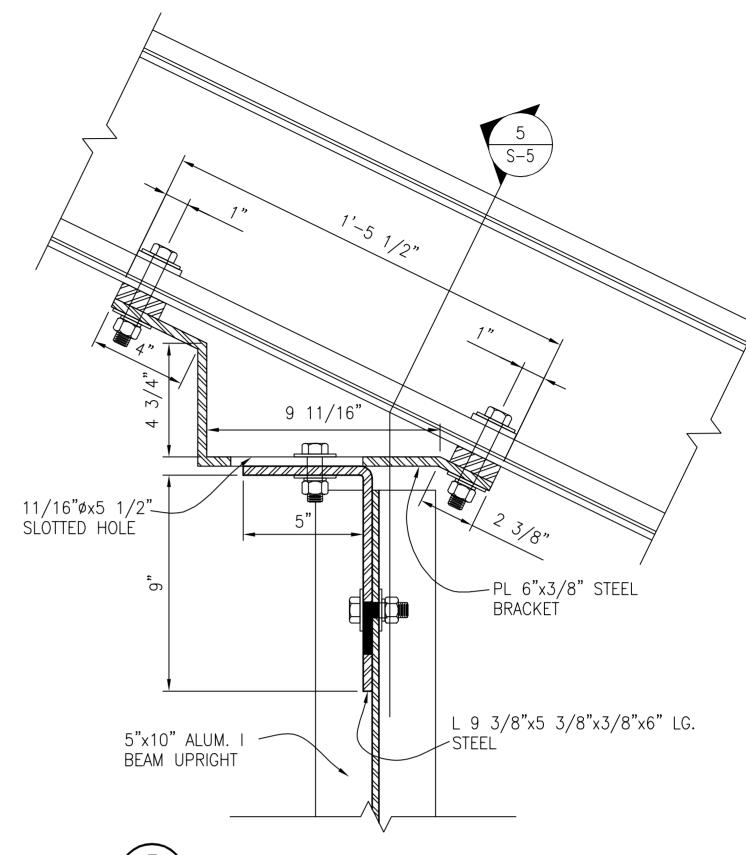
1. MEMBRANE STRENGTH: WARP = 170 pli FILL (WEFT) = 140 pli 2. PRESTRESS (COMPENSATION)

FILL (WEFT) = 0.5%3. MEMBRANE - PVC COATED POLYESTER SCRIM

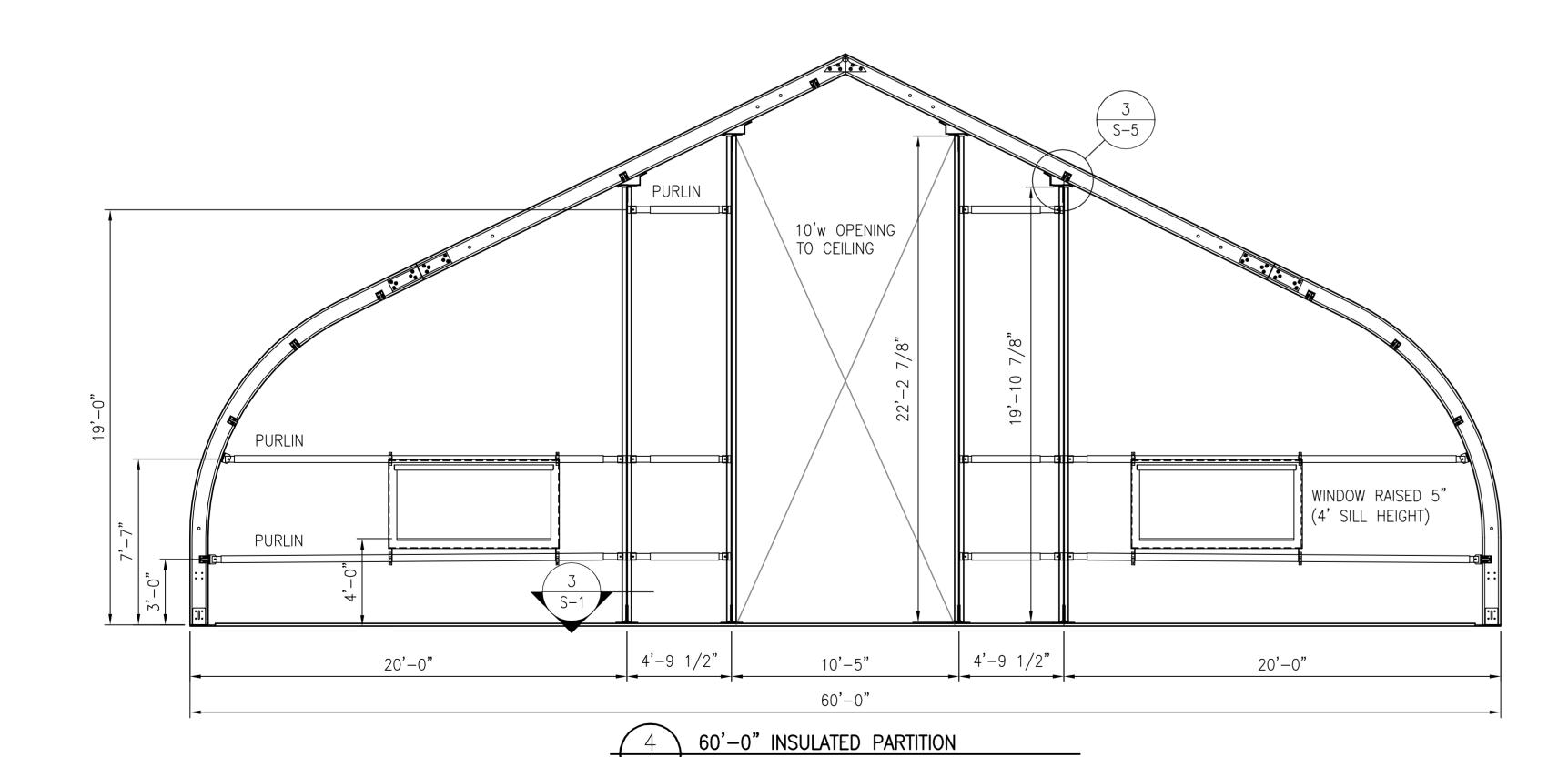
WARP = 1.0%

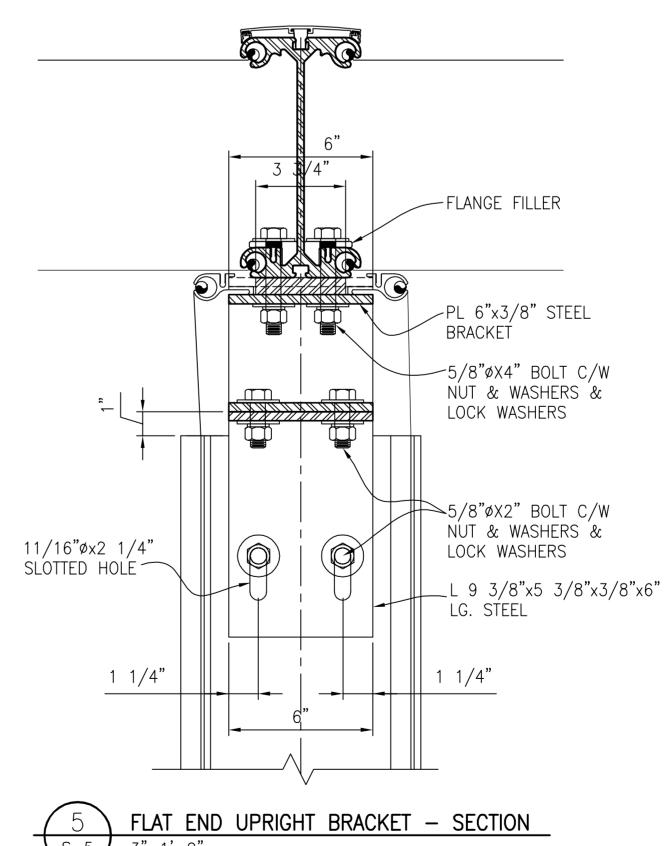
\_\_\_ HORIZONTAL \_\_\_  $\overline{\phantom{a}}$ SEAMS TYPICAL WARP DIRECTION \_\_\_ TYPICAL -\_\_\_

MEMBRANE - FLAT END



PARTITION UPRIGHT BRACKET - ELEV.





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- MEETS FIRE PROPAGATION CRITERIA OF;

  CALIFORNIA STATE FIRE MARSHALL
- NFPA 701
- ASTM-E-84 CAN/ULC-S-109
- CAN/ULC-S-102

INNER MEMBRANE/LINER:

HERCULITE EXCEL 14 MEMBRANE C/W ACRYLIC TOP COAT. MEETS FIRE PROPAGATION CRITERIA OF:

- CALIFORNIA STATE FIRE MARSHALL NFPA 701 ASTM-E-84
- CAN/ULC-S-109 CAN/ULC-S-102

Steven B. Brown, P.E.

**Consulting Engineer** 

1849 Mariposa Avenue Boulder, Colorado 80302 Phone: (303) 442-2009

SIGNATURE SERIES

REV. DATE DESCRIPTION

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> SAN FRANCISCO PUBLIC WORKS

60.0' STRUCTURE MEMBRANE DETAILS

DRAWN D. BENNETT	DATE 01/23/2018
CHECKED	APP'D
SCALE AS NOTED	DRAWING #

#### **DRAWING INDEX**

SHEET 1: SPECIFICATIONS AND CONDITIONS

SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, DOOR SCHEDULE, ELECTRCIAL SCHEDULE,

PLUMBING SCHEDULE, ELECTRICAL PANEL SHEET 3: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE, CROSS SECTION

SHEET 4: DETAILS SHEET 5: ELEVATIONS

SHEET 6: PLUMBING ISO

# DEALER:

DSMBI

## PROJECT:

# HOMELESS SHELTER SHOWERS 14' X 40' PMI-3827-1440

#### **FINISHES:** FRAME / CHASSIS: FLOOR COVERING Frame Type: Type 1: 0.080 Self Cove Linoleum coved up wall (6 in. min) (1) EA Quantity: Location: (Thru-Out) 12'-6" x 40'-0" Size: Color to be: (White Cliff) Type: Outrigger @ 96 in O.C. Crossmember @ 96 in. O.C. BASE Main Rails @ 99 1/2 in. O.C. 6 in. Self Cove. (See Floor Covering) Cove Base 1: 12 in. Jr. I-beam Beam Size: Location: (Thru-Out) Axles: Quad 6000# rated with (All) brake Hitch: Detachable WALLS 8x14.5 14 ply rated FRP ocer 1/2 in. GYP to 8' Tires: Covering 1: 1/2 in. GYP (T,T & P) remainder way to Rafters Additional Frame / Chassis Items Included in Quoted Price: Item 1: M.R. Steel Metal frames. Covering height: 8 ft Color: FRP (White), GYP (White) FLOOR CONSTRUCTION: Covering 2: FRP over 1/2 in. MR GYP to Ceiling Height, Raw 1/2 in. MR GYP Floor Joist: 2X8 #2 HF equal or better remainder way to Rafters. 143-7/8 in. Joist Length: Location: (Full Height Walls Only) Joist Spacing: 16 in. O.C. Covering height: 8 ft. Floor: Double laver 3/4 in. Sturd-I-Floor R-19 unfaced fiberglass batt Insulation: Covering 3: FRP over 1/2 in. MR GYP to Ceiling Height, Bottom: Location: (Remainder) Covering height: 8 ft. Additional Floor Items Included in Quoted Price: Color: (White) 2nd layer of 3/4" Deck left out at Showers (See Detail Wallset Sheet) **EXTERIOR WALL CONSTRUCTION:** Wall Trim 1: FRP trim Color to be: (White) 2X4 #2 HF equal or better @ 16 in. O.C. Wall Trim 2: Square Cornerbead Top Plate: Double 2X4 #2 HF equal or better Bottom Plate: Single 2X4 #2 HF or better CEILING (2) 2x4 header with 1/2 in. shim at all exterior openings (UNO) Header: 1/2 in. Sheetrock (Taped, Textured, & Painted) Type 1 Insulation: R-13 Kraft back fiberglass batt Height: Bottom of Rafters 7/16 in. LP Smart-panel vertical siding (8" grooves) with barricade wrap underlayment. Siding Type: Location: (Janitor) (Leave Siding Loose @ ADA shower stalls for plumbing installation) Color: (White) See cross section for heights Sidewall Height: Type 2: 2 ft. x 4 ft. HEAVY DUTY T-Grid w/ Struts & wires Armstong Kitchen Zone #672 (VINYL WASHABLE) or Equal Additional Exterior Wall Items Included in Quoted Price: Height: 7'-10" Location: (Remainder) INTERIOR WALL CONSTRUCTION: Stud: 2X4 #2 HF equal or better @ 16 in. o.c. Framing: Siding body: Color: (\_\_\_) 8 ft. sheets Single 2X4 #2 HF equal or better (Double as needed) Hood: Color: (\_\_\_) Single 2X4 #2 HF or better bottom plate Corner trim: Color: (\_\_\_) Stud length: 92-5/8 in. (Ceiling Ht.), FULL HT. (Dividing Walls Only) Door & window trim: Color: (\_\_\_) R-11 unfaced battens (Dividing Walls Only) FULL Ht. (See Hatching) Bottom horizontal trim: Color: (\_\_\_) Additional Interior Wall Items Included in Quoted Price: Intermediate horizontal trim: Color: (\_\_\_) separates hood & body Top horizontal trim: Color: (\_\_\_) Module line trim: Color: (Match hood above intermediate horizontal trim & match body below) **ROOF CONSTRUCTION:** All paint to be: Roof Type: Complex Roof Slope: 1/4 to 12 **EXTERIOR DOORS:** (SEE DOOR SCHEDULE) 2X10 #2 HF equal or better Rafter size: 147 in. Rafter Length: WINDOWS: None Provided 16 in. O.C. Spacing: Insulation: R-38 CATHEDRAL unfaced fiberglass batt with support netting Sheathing: 1/2 in. 24/0 Sheathing (FULLY BLOCKED) **CLOSEUP:** Roofing: 45 mil single ply EPDM over 1/4" Densdeck Module NOT TO exceed 14'-0" Additional Roof Items Included in Quoted Price: **APPLIANCES:** Item 1: 1/2" GYP @ Rafters (Janitor's) None provided **ACCESSORIES:**

Counters:

Shelving:

None provided

None provided

#### MANUFACTURER & ADDRESS WARRANTY INFORMATION) **DESIGN CRITERIA / LOADS:** NO OF MODULES. BUILDING SQ.FT. TYPE OF CONSTRUCTION. OCCUPANCY USE GROUP. OCCUPANCY LOAD. FLOOR LIVE LOAD. ROOF LIVE LOAD. ROOF SNOW LOAD. WIND LOAD. OCCUPANCY/RISK CATG. SEISMIC Site Class 'D' PERMISSIBLE GAS TYPE. CLIMATE ZONE. NAME AND DATE OF CODES; CA: 2016 CBC, 2016 CPC, 2016 CMC, 2016 CEC, 2016 CA Energy, & CBC Chapter 11B Accessibility SPECIAL CONDITIONS AND OR **LIMITATIONS:** SPRINKLERS REQUIRED. INSTALLED AT. CONTRACTED BY INSTALLED BY. NOT INCLUDED IN SCOPE OF WORK PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT . PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE ADDITIONAL HANDICAP TOILET FACILITIES PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTI SERVICE SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OTHERS ON SITE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL **IDENTIFICATION:** DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE. NOTES: SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. CONSTRUCTION SYSTEM REQUIREMENTS? CALIFORNIA CODE OF REGULATIONS TITLE 25. 2. EXPLANATION OF BUILDING USE. SHOWERS . SET TYPE ☐ APPROVED ☐ APPROVED EXCEPT AS NOTED ☐ REVISE AND RESUBMIT \_\_ DATE:\_\_

**MANUFACTURER:** 

PHOENIX MODULAR X PHOENIX, AZ. 85043 PHOENIXMODULAR.COM  $\mathbf{A}$ Modul 50 psf. (2000 lb concentrated (100 psf. @ corridor) 2016 CBC - 115 MPH, EXP. C Ss=3.730, S1=1.389 Design Category 'E' S 3 (PRESCRIPTIVE) THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANYWAY SUMMIT FIRE PROTECTION WITHOUT WRITTEN PERMISSION. DEALER: DSMBI PROJECT: **HOMELESS SHELTER SHOWERS** STATES: **CALIFORNIA** SERIAL NUMBERS: PMI-3827-1440 DRAWN BY: KN/BS PLOT DATE: 2/9/2018 REV # / DATE: #1 2/8/2018 PR#2 R. MARK STEELE, P.E. CORPORATE ENGINEER SUNBELT MODULAR, INC 11225 N. 28TH DR. BLDG. C #C206 PHOENIX, AZ. 85029 (602) 327-4769 SHEET: OF

SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. THIS PLAN MAY BE REVERSED AND/OR MIRRORED.

COMPLIANCE WITH HCD IGNITION RESISTANT

(CBC CHAPTER 7A) NO:
TO BE INSTALLED ON A PERMANENT FOUNDATION? NO
THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF

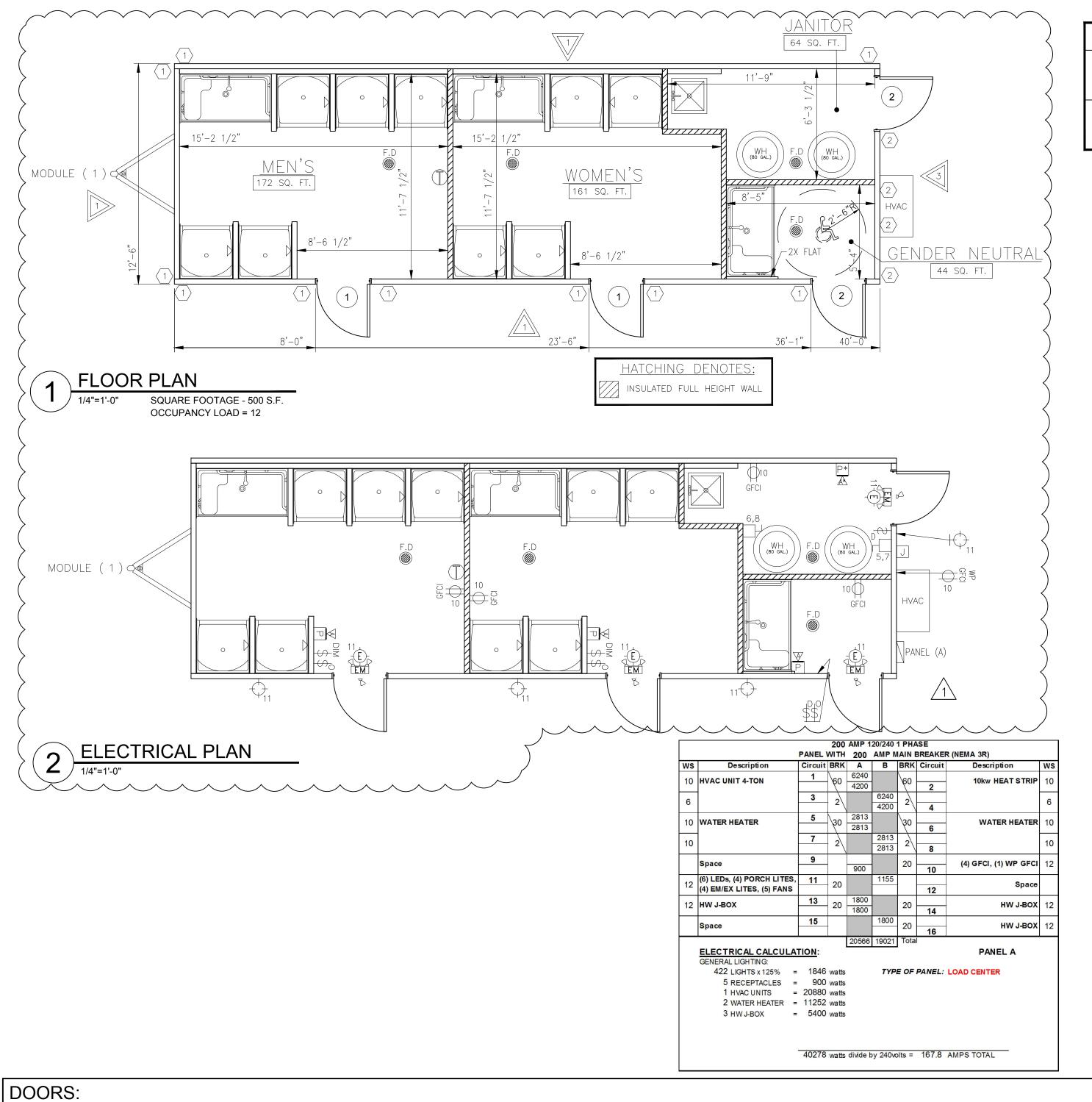
STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING

. PROPOSED ADDRESS <u>224-246 S. VAN NESS AVE.</u> AND/OR LOCATION OF UNIT. SAN FRANCISCO, CA 94107

PAD/PIER ABOVE GRADE

"PLEASE REVIEW DRAWINGS AND SPECIFICATIONS CAREFULLY. WHILE EVERY EFFORT IS MADE TO ASSURE THE DRAWINGS REFLECT THE EXPECTATIONS AND QUOTATION, THE FINAL CONSTRUCTION WILL BE BASED SOLELY ON THE

SPECIFICATIONS AND DRAWINGS APPROVED."



U-Factor

0.70

Color

INTERIOR (T.B.D.) EXTERIOR (T.B.D.)

INTERIOR (T.B.D.) EXTERIOR (T.B.D.)

Closer

HYDRAULIC

HYDRAULIC

Deadbolt

DOUBLE CYLINDER

SINGLE CYLINDER

Hardware

PASSAGE LEVER, TELL GRADE 2

PASSAGE LEVER, TELL GRADE 2

Fire Rating

NONE

NONE

Keying

ALIKE

ALIKE

Qty NO.

2

Type

COMMERCIAL STEEL, INSULATED 18 GA.

COMMERCIAL STEEL, INSULATED 18 GA.

Wall Thickness

4 7/16"

4 7/16"

Jamb

TELL 16 GA. BRONZE

TELL 16 GA.

**BRONZE** 

Size

3068

3068

Rough Opening

38" x 81"

38" x 81"

Glazing

N/A

N/A

#### STRUCTURAL LEGEND SHEARWALL TAG (SEE STRUCTURAL PACKAGE FOR DESCRIPTION, SHEET S24) HOLD DOWN TAG $\langle X \rangle$ (SEE STRUCTURAL PACKAGE FOR DESCRIPTION, SHEET S24)

SYMBOL	DESCRIPTION	QTY	
	RECESSED HANDICAP SHOWER, (1) CURTAIN ROD, (1) HOOK (1) CURTAIN & (1) WATER DAM (SEE PLAN) ROUGH OPENING: 62"w x 33.1/2"d. (FLORESTONE 35-62H) LOW FLOW	3	
$\boxtimes$	36" x 36" STANDARD SHOWER W/ FAUCETS, CURTAIN ROD, AND CURTAIN. LOW FLOW	9	/
WH	80 GAL HYBRID ELECTRIC HEAT PUMP WATER HEATER (240V) EACH WATER HEATER TO INCLUDE;  — WATERTIGHT PAN WITH A 3/4" DRAIN.  — EXPANSION TANK  — INSULATION (R3.7 MIN) FIRST 8' OF HOT/COLD LINES  — SEISMIC STRAPS  — PROVISION FOR CONDENSATE DRAINING (FROM HEAT PUMP)  — VENTING PROVISIONS:  — AIR DUCT INLET: AO SMITH 9910005000  — (VENTED THRU HOOD)  — AIR DUCT OUTLET: AO SMITH 9910006000  — (VENTED THRU ROOF)  WATER HEATER BRAND: AO SMITH FPTU VORTEX  NOTE:  ALL VENTING DUCTS TO BE Ø8" AND INSULATED (R—6).  SEE DETAILS D/4, E/4 & F/4 FOR WATER HEATER VENTING.	2	
	FLOOR MOUNT MOP SINK W/ WALL MOUNTED FAUCET (NO BRAND SPECIFIED)	1	
<b></b>	2" FLOOR DRAIN w/ TRAP GUARD (NO BRAND SPECIFIED)	4	

PANEL/EXT. SURFACE (N.B.S.)  30 AMP EXT. MINT'D DISCONNECT MOUNTED: @ 60" AF.F. (U.N.O.) (SINGLE PHASE)  GFCI GROUND FAULT CIRCUIT INTERRUPT RCPT. W/ COVER PLATE @ 42" A.F.F. IVORY 4  U.N.O. (NO BRAND SPECIFIED)  DIM WALL MINT'D DIMMING SWITCH W/ COVER PLATE @ 16" A.F.F. U.N.O. (NO BRAND SPECIFIED)  DIM WALL MINT'D DIMMING SWITCH W/ COVER PLATE @ 16" A.F.F. U.N.O. (NO BRAND SPECIFIED)  DIM WALL MINT'D DIMMING SWITCH W/ COVER PLATE @ 16" A.F.F. U.N.O. (NO BRAND SPECIFIED)  DIM WALL MINT'D DIMMING SWITCH W/ COVER PLATE @ 16" A.F.F. U.N.O. (NO BRAND SPECIFIED)  DIM WALL MINT'D DIMMING/OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. U.N.O. (NO CUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. U.N.O. (NO CUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. U.N.O. (OC.) (CI-205) W/ POWER PACK (BZ-150) WHITE 2  CELLING MINT'D OCCUPANCY SENSOR (BZ-150) WHITE 2  QCC. (CI-205) W/ POWER PACK (BZ-150) WHITE 2  QCC. (CI-205) W/ POWER PACK (BZ-150) WHITE 2  QX4 HW J-BOX @ RAFTERS W/ CONDUIT METAL 1 INLET  DIM MINT'D OCCUPANCY SENSOR W/ COVER PLATE U.N.O. (NO BRAND: BRONN 671 OCENTICAL SENSOR) WHITE 1 INLET  DIM MINT'D OCCUPANCY SENSOR W/ COVER PLATE U.N.O. (NO BRAND: BRONN 671 OCENTICAL SENSOR) WHITE 2  QCC. (CI-205) W/ POWER PACK (BZ-150) W/ POWER PACK (	<u>SYMBOL</u>	DESCRIPTION	CLR	QTY	REMARKS
GROUND FAULT CIRCUIT INTERRUPT RCPT, W/ COVER PLATE @ 42" A.F.F. IVORY U.N.O. (NO BRAND SPECIFIED)  GFCI DUPLEX RCPT. W/ WEATHER PROOF COVER PLATE @ 16"A.F.F. IVORY U.N.O. (NO BRAND SPECIFIED)  DIM WALL MNTD DIMMING SWITCH W/ COVER PLATE 9 46" A.F.F. WATSTOPER ISO-DOV (OR EQUAL)  O WALL MNTD DIMMING SWITCH W/ COVER PLATE 9 46" A.F.F. WATSTOPER ISO-DOV (OR EQUAL)  D WALL MNTD DIMMING/OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. UITRON MS-2101 (OR EQUAL)  OCC. CEILING MNTD OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. UITRON MS-2101 (OR EQUAL)  OCC. CEILING MNTD OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. UITRON MS-2101 (OR EQUAL)  OCC. CEILING MNTD OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. W/ OVER PLATE U.N.O.  D WALL MNTD DOCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. W/ OVER PLATE U.N.O.  OCC. CEILING MNTD OCCUPANCY SENSOR W/ COVER PLATE W.N.O.  D GEOUAL  OCC. OF CEILING EXHAUST FAN ONLY BY OVER PLATE W.N.O. MATTER W/ OVER PLATE U.N.O.  TO CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  D THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: BROAN 671 (OR EQUAL)  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: HP: WHITE ROCERS IF951277  N/A 1  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: HP: WHITE ROCERS IF951277  N/A 1  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC  N/A 5  DIMMABLE  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC  N/A 6  DIMMABLE  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  D BRAND: WESTGATE LSW 22CW-PC  N/A 1  D DIMMABLE  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  D STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  THERMOSTAT @ 46" A.F.F. W/ 3/4"  WALL M'NT EMBERGENCY LIGHT / W RED EXT LIGHT M'NT. @ 88" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTATE OLD WALL M'NT. W RED EXT LIGHT M'NT. @ 88" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTAT @ 46" A.F.F. W/ 3/4"  W/ COVER PLATE U.N.O.  THERMOSTAT @	PANEL		N/A	1	
RCPT. W/ COVER PLATE	4	30 AMP EXT. MNT'D DISCONNECT MOUNTED: @ 60" A.F.F. (U.N.O.) (SINGLE PHASE)	N/A	2	FOR WATER HEATER DISCONNECT.
DIM WALL MNTD DIMMING SWITCH W/ COVER PLATE © 46" A.F.F. W. COVER PLATE (PROGRAMMABLE)  O WALL MNTD OCCUPANCY SENSOR W/ COVER PLATE © 46" A.F.F. W. ATTSTOPER ISO-DOV (OR EQUAL)  D WALL MNTD DIMMING/OCCUPANCY SENSOR W/ COVER PLATE © 46" A.F.F. U.TRON MS-Z101 (OR EQUAL)  OCC. CELLING MNTD OCCUPANCY SENSOR W/ COVER PLATE © 46" A.F.F. U.TRON MS-Z101 (OR EQUAL)  CELLING MNTD OCCUPANCY SENSOR (CI-205) w/ POWER PACK (BZ-150) WHITE 2  CELLING MNTD OCCUPANCY SENSOR W/ COVER PLATE U.N.O.  R WALL MNTD DIMMING/OCCUPANCY SENSOR WHITE 2  CELLING MNTD OCCUPANCY SENSOR WHITE 2  OCC. CELLING MNTD OCCUPANCY SENSOR WHITE 2  CELLING MNTD OCCUPANCY SENSOR WHITE 2  SAM W/ COVER PLATE U.N.O.  N/A 3 FOR FUTURE USE  W/COVER PLATE U.N.O.  OR EQUAL.  TO CAM CELLING EXHAUST FAN ONLY BRAND: BROAN 671  (OR EQUAL)  TO CAM CELLING EXHAUST FAN ONLY BRAND: BROAN 671  (OR EQUAL)  THERMOSTAT @46" A.F.F. U.N.O. BRAND: HP: WHITE ROGERS IF951277  N/A 1  (PROGRAMMABLE)  TISO CAM CELLING EXHAUST FAN ONLY BRAND: BROAN 671  (OR EQUAL)  THERMOSTAT @46" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC  N/A 5  DIMMABLE  T 1 SUMMABLE  W/COVER PLATE U.N.O. BRAND: SPECIFIED)  WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W/ 3/4" CONDUIT STUBBED TO CELLING CAVITY WORY 3  AVA J-BOX @86" A.F.F. W/ 3/4" CONDUIT STUBBED TO CELLING CAVITY WORY 5  TUBBED @ 102" A.F.F. (SURFACE MOUNTED) W/ COVER PLATE (U.N.O.)  P 2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" CONDUIT STUBBED TO CELLING CAVITY WORY 3  FOR FUTURE AUDIO/VISUAL COVER PLATE (U.N.O.)  P 2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" CONDUIT STUBBED TO CELLING CAVITY WORY 3  FOR FUTURE AUDIO/VISUAL COVER PLATE (U.N.O.)  P 2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" CONDUIT STUBBED TO CELLING CAVITY WORY 3  FOR FUTURE AUDIO/VISUAL COVER PLATE (U.N.O.)		RCPT. W/ COVER PLATE @ 42" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	4	
\$ 0.46" A.F.F. LUTRON DVTV (OR EQUAL)  O WALL MINT'D OCCUPANCY SENSOR W/ COVER PILATE @ 46" A.F.F. WATSTOPER ISO—DOV (OR EQUAL)  D WALL MINT'D DIMMING/OCCUPANCY SENSOR W/ COVER PILATE @ 46" A.F.F. WORRY 2 LIGHTS  WACOVER PLATE @ 46" A.F.F. WORRY 2 LIGHTS  OCC. CILLING MINT'D OCCUPANCY SENSOR WHITE 2 CONDUIT STUBBED D CELLING CAVITY N/A 1 CONDUIT STUBBED MORE SENSOR WHITE 2 CONDUIT STUBBED MORE SENSOR OF COLUMENS FAN ONLY BRAND: BROAN 671 (OR EQUAL)  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: HP: WHITE ROGERS IF951277 N/A 1 (PROGRAMMABLE)  D STAND: HP: WHITE ROGERS IF951277 N/A 1 (PROGRAMMABLE)  D STAND: WESTGATE LSW 22CW—PC N/A 4 W/ PHOTOCELL LIGHT MINT. @ 88" A.F.F. W/ 3/4" CONDUIT STUBBED MORE SENSOR WHITE SENSOR WESTGANE HEAD MAT. Sensor WALL MINT. @ 88" A.F.F. W/ 3/4" CONDUIT STUBBED MORE SENSOR WALL MINT. @ SENSOR WALL MINT. WORRY SALED WALL WALL WALL WALL WALL WALL WALL WAL	∯ § S	GFCI DUPLEX RCPT. W/ WEATHER PROOF COVER PLATE @ 16" A.F.F. U.N.O. (NO BRAND SPECIFIED)	N/A	1	
WALL MNT'D DIMMING/OCCUPANCY SENSOR W/ COVER PLATE @ 46' A.F.F. LUTRON MS-Z101 (OR EQUAL)  CEILING MNT'D OCCUPANCY SENSOR (CI-205) w/ POWER PACK (BZ-150) OR EQUAL.  2x4 HW J-BOX @ RAFTERS W/COVER PLATE U.N.O.  R	\$	WALL MNT'D DIMMING SWITCH W/ COVER PLATE @ 46" A.F.F. LUTRON DVTV (OR EQUAL)	IVORY	2	LIGHTS
\$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\$°	WALL MNT'D OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. WATTSTOPER ISO-DOV (OR EQUAL)	IVORY	3	FAN
OR EQUAL.  R  2x4 HW J-BOX ® RAFTERS W/COVER PLATE U.N.O.  R  6x6x6 NEMA 3R J-BOX SEMI-RECESSED MNT'D @16" A.F.F. w/3/4" CONDUIT STUBBED TO CEILING CAVITY  70 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  154 -LED TUBE FLUORESCENT FIXTURE SURFACE MNT'D DIFFUSED. (NUVO 65-1082)  1x4 -LED TUBE FLUORESCENT FIXTURE N/A  1 DIMMABLE  1x4 -LED TUBE FLUORESCENT FIXTURE N/A  1 DIMMABLE  PORCH LIGHTS @102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC  N/A  4 W/ PHOTOCELL LIGHT WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W/ BATT. BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F. WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W/ BATT. BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.  2x4 HW J-BOX @86" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE (U.N.O.)  2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" COVER PLATE (U.N.O.)  2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" COVER PLATE (U.N.O.)  2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" COVER PLATE (U.N.O.)		W/ COVER PLATE @ 46" A.F.F.	IVORY	2	LIGHTS
R W/COVER PLATE U.N.O. N/A 3 USE    Scalar   Sca	OCC.	CEILING MNT'D OCCUPANCY SENSOR (CI-205) w/ POWER PACK (BZ-150) OR EQUAL.	WHITE	2	
TO CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  THERMOSTAT @ 46" A.F.F. U.N.O. BRAND: HP: WHITE ROGERS IF951277  N/A  1  (PROGRAMMABLE)  THRU WALL  (PROGRAMMABLE)  (PROGRAMMABLE)  N/A  1  DIMMABLE  2x4—LED TUBE FLUORESCENT FIXTURE SURFACE MNT'D DIFFUSED. (NUVO 65-1082)  N/A  1  DIMMABLE  2x4—LED 4200 LUMENS FIXTURE, RECESSED, DIFFUSED (NO BRAND SPECIFIED) N/A  PORCH LIGHTS @ 102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW—PC  N/A  W/PHOTOCELL LIGHT  WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W/ BATL BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.  4x4 J—BOX @ 86" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  2x4 HW J—BOX @ 46" A.F.F. W/ 3/4" COVER PLATE (U.N.O.)  P 2x4 HW J—BOX @ 46" A.F.F. W/ 3/4" COVER PLATE (U.N.O.)  FOR FUTURE AUDIO/VISUAL	R		N/A	3	
BRAND: BROAN 671 (OR EQUAL)  150 CFM CELING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)  THERMOSTAT @46" A.F.F. U.N.O. BRAND: HP: WHITE ROGERS IF951277  N/A  1  (PROGRAMMABLE)  N/A  1  (PROGRAMMABLE)  (PROGRAMMABLE)  DIMMABLE    1	J	6x6x6 NEMA 3R J-BOX SEMI-RECESSED MNT'D @16" A.F.F. w/3/4" CONDUIT STUBBED TO CEILING CAVITY	METAL	1	
150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671 (OR EQUAL)   N/A   4   THRU WALL	① 70	BRAND: BROAN 671	N/A	1	THRU WALL
BRAND: HP: WHITE ROGERS IF951277  N/A  1  1x4 -LED TUBE FLUORESCENT FIXTURE SURFACE MNT'D DIFFUSED. (NUVO 65-1082)  2x4-LED 4200 LUMENS FIXTURE, RECESSED, DIFFUSED (NO BRAND SPECIFIED)  PORCH LIGHTS @102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC  N/A  WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W, BATI. BACKUP & REMOITE HEAD M'NT. @ 88" A.F.F.  WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W, BATI. BACKUP & REMOITE HEAD M'NT. @ 88" A.F.F.  TOONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" CONDUIT STUBBED @ 102" A.F.F. (SURFACE MOUNTED) W/ COVER PLATE (U.N.O.)  P 2x4 HW J-BOX @ 46" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)  FOR FUTURE AUDIO/VISUAL FOR FUTURE	150	150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN 671	N/A	4	THRU WALL
(NUVO 65-1082)  2x4 - LED 4 200 LUMENS FIXTURE, RECESSED, DIFFUSED (NO BRAND SPECIFIED)  PORCH LIGHTS @102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW−PC  WALL M'NT EMERGENCY LIGHT /w RED EXIT LIGHT M'NT. @ 88" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. ® 89" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. ® 89" A.F.F. w/ SALUE WYCOVER PLATE U.N.O.  2x4 HW J−BOX @86" A.F.F. w/ 3/4" (CONDUIT STUBBED © 102" A.F.F. (SURFACE MOUNTED) w/ COVER PLATE (U.N.O.)  2x4 HW J−BOX @ 46" A.F.F. w/ 3/4" (CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE (U.N.O.)  2x4 HW J−BOX @ 46" A.F.F. w/ 3/4" (CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE (U.N.O.)  P 2x4 HW J−BOX @ 46" A.F.F. w/ 3/4" (CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE (U.N.O.)	1		N/A	1	(PROGRAMMABLE)
RCCESSED, DIFFUSED (NO BRAND SPECIFIED)  PORCH LIGHTS @102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW—PC  WALL M'NT EMERGENCY LIGHT /w RED EXIT LIGHT M'NT. @ 88" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.  WALL M'NT EMERGENCY LIGHT /w RED EXIT LIGHT M'NT. @ 88" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.  WALL M'NT EMERGENCY LIGHT /w RED EXIT LIGHT M'NT. @ 88" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.  WY CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  WE STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/ COVER PLATE (U.N.O.)  P 2x4 HW J—BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)  FOR FUTURE AUDIO/VISUAL  FOR FUTURE CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)	•	1x4 -LED TUBE FLUORESCENT FIXTURE SURFACE MNT'D DIFFUSED. (NUVO 65-1082)	N/A	1	DIMMABLE
BRAND: WESTGATE LSW 22CW-PC  N/A  4 LÍGHT  OCTAGONAL BOX 1  EXIT LIGHT M'NT. © 88" A.F.F. w/ BATL BACKUP & REMOTE HEAD M'NT. © 89" A.F.F.  4x4 J-BOX © 86" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  2x4 HW J-BOX © 46" A.F.F. w/ 3/4" CONDUIT STUBBED © 102" A.F.F. (SURFACE MOUNTED) w/ COVER PLATE (U.N.O.)  2x4 HW J-BOX © 46" A.F.F. w/ 3/4" CONDUIT STUBBED © 102" A.F.F. (SURFACE MOUNTED) w/ COVER PLATE (U.N.O.)  P CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)  FOR FUTURE AUDIO/VISUAL STATION	MEDW.	RECESSED, DIFFUSED	N/A	5	DIMMABLE
BATT. LIGHT M'NT. © 88" A.F.F. W BATT. BACKUP & REMOTE HEAD M'NT. © 89" A.F.F.  4x4 J-BOX ©86" A.F.F. W/3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.  2x4 HW J-BOX © 46" A.F.F. W/3/4" CONDUIT STUBBED © 102" A.F.F. (SURFACE MOUNTED) W/ COVER PLATE (U.N.O.)  2x4 HW J-BOX © 46" A.F.F. W/3/4" CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)  3 FOR FUTURE AUDIO/VISUAL FOR FUTURE 1 FOR FUTURE AUDIO/VISUAL FOR FUTURE 1 FOR FUTURE AUDIO/VISUAL FOR FUTURE CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)	$\Diamond$	PORCH LIGHTS @102" A.F.F. U.N.O. BRAND: WESTGATE LSW 22CW-PC	N/A	4	w/ PHOTOCELL OF LIGHT
2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/ IVORY 1 AUDIO/VISUAL COVER PLATE (U.N.O.) 1 FOR FUTURE AUDIO/VISUAL COVER PLATE (U.N.O.) 1 FOR FUTURE AUDIO/VISUAL TORY OCCUPATION 1 FOR FUTURE AUDIO/VISUAL 1 FOR FUTURE PULL STATION VICOVER PLATE (U.N.O.)	<b>₹</b>	WALL M'NT EMERGENCY LIGHT /W RED EXIT LIGHT M'NT. @ 88" A.F.F. W/BATT. BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.	N/A	4	OCTAGONAL BOX FO REMOTE HEAD
2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/ IVORY 1 AUDIO/VISUAL COVER PLATE (U.N.O.) 1 FOR FUTURE AUDIO/VISUAL COVER PLATE (U.N.O.) 1 FOR FUTURE AUDIO/VISUAL TORY OCCUPATION 1 FOR FUTURE AUDIO/VISUAL 1 FOR FUTURE PULL STATION VICOVER PLATE (U.N.O.)	_₩		IVORY	3	
P 2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.) FOR FUTURE PULL STATION	<u>₩</u>	2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/	IVORY	1	
2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT	Р	2x4 HW J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/ COVER PLATE (U.N.O.)	IVORY	3	
STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/ IVORY 1 PULL STATION COVER PLATE (U.N.O.)	P*	STUBBED @ 102" A.F.F. (SURFACE MOUNTED) w/	IVORY	1	FOR FUTURE PULL STATION
RACEWAY MC/FLEX	RACEWAY	<u> </u>			

Notes DRIP CAP, (2) STD & (1) NRP HINGES, WEATHERSTRIPPING, THRESHOLD, DOOR

SWEEP (INCLUDE SIGN: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED) DRIP CAP, (2) STD & (1) NRP HINGES,

WEATHERSTRIPPING, THRESHOLD, DOOR

SWEEP

R. MARK STEELE, P.E. CORPORATE ENGINEER SUNBELT MODULAR, INC 11225 N. 28TH DR. BLDG. C #C206 PHOENIX, AZ. 85029 (602) 327-4769

AR

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HOMELESS SHELTER

SERIAL NUMBERS:

PMI-3827-1440

DRAWN BY:

PLOT DATE:

REV # / DATE: #1 2/8/2018 PR#2

KN/BS

2/9/2018

DEALER:

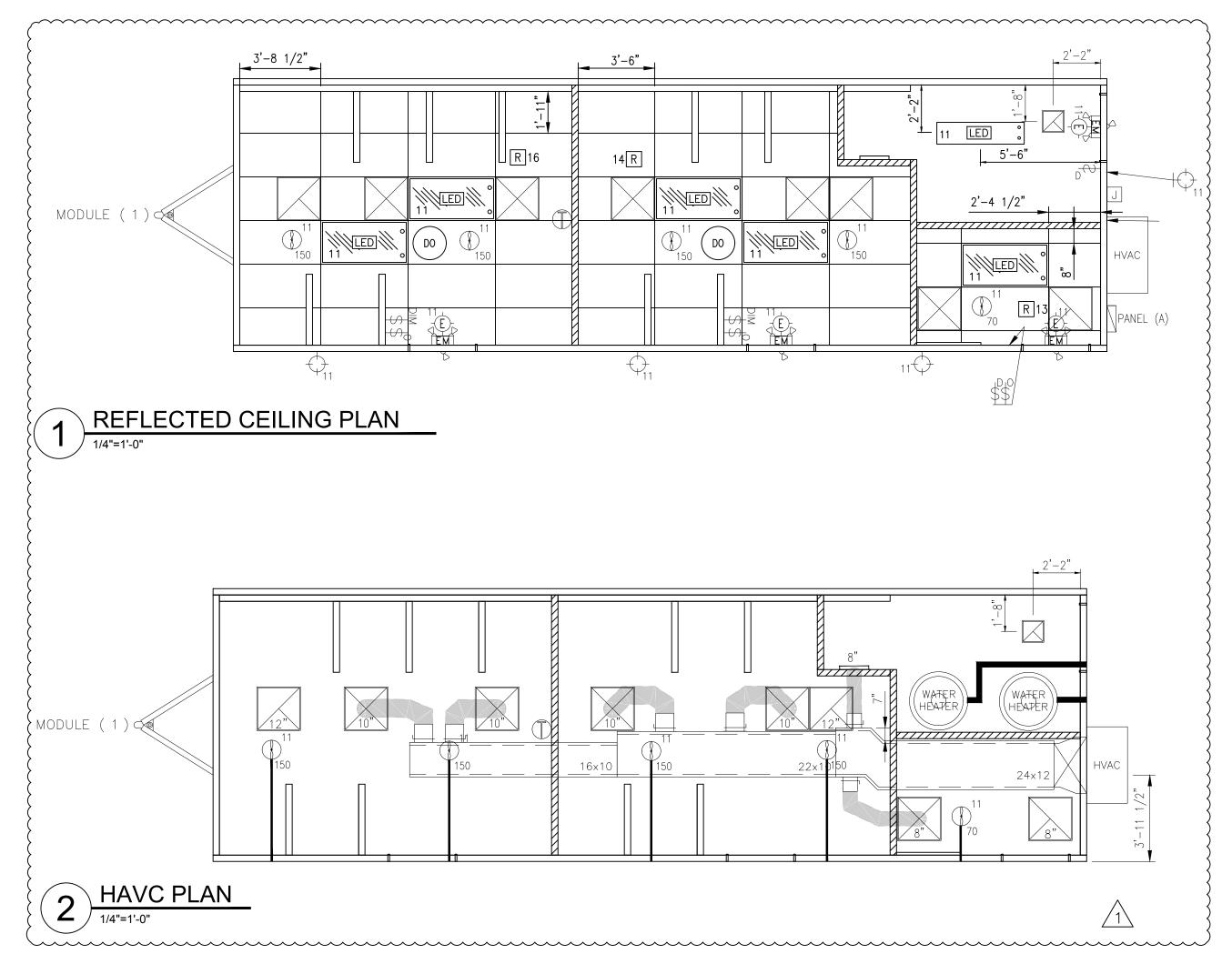
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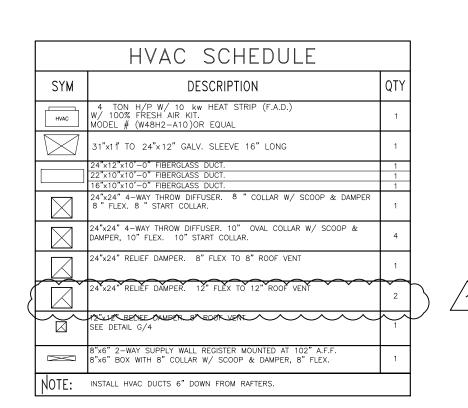
SHOWERS

STATES: CALIFORNIA

DSMBI

SHEET:





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STATES: CALIFORNIA

SERIAL NUMBERS: PMI-3827-1440

*DRAWN BY:* KN/BS

PLOT DATE: 2/9/2018

REV # / DATE: #1 2/8/2018 PR#2 ----

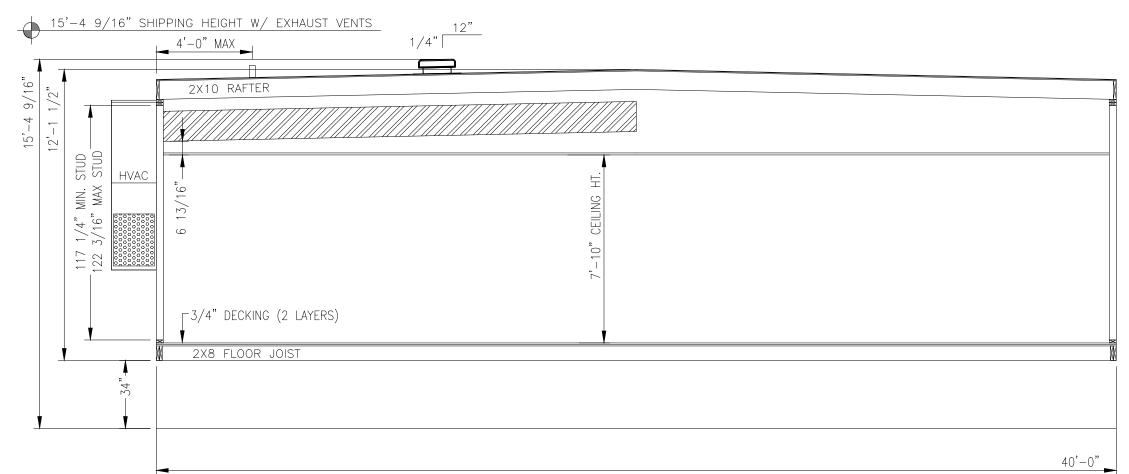
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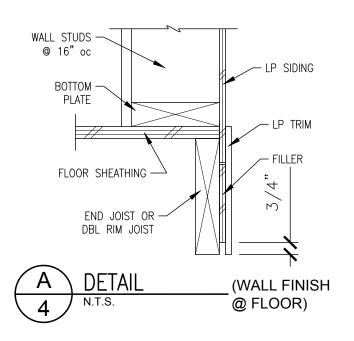
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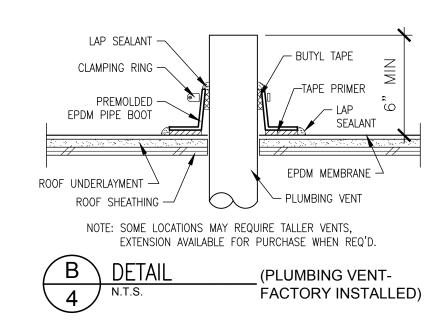
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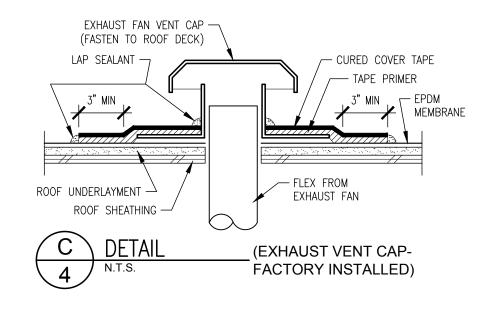
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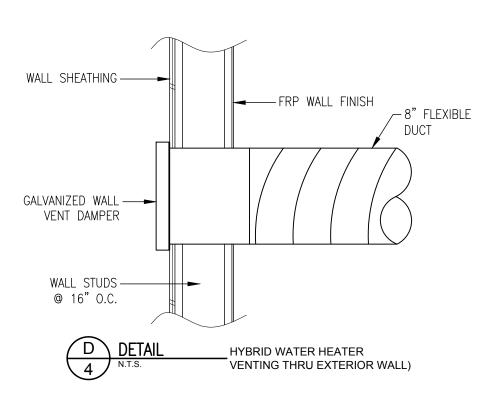


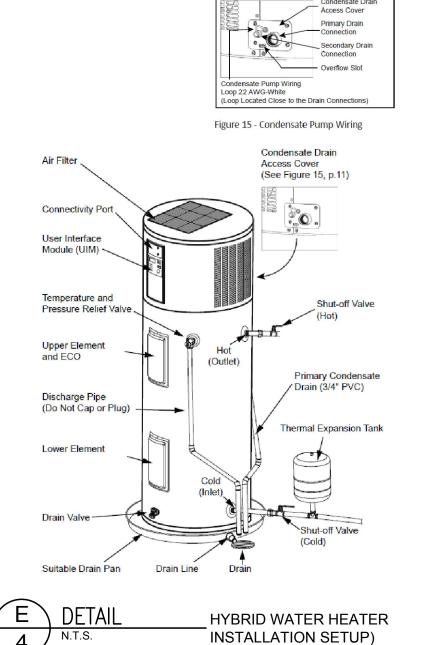
**BUILDING CROSS SECTION** 

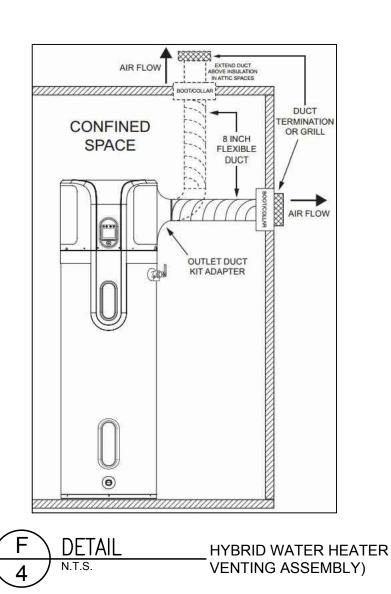


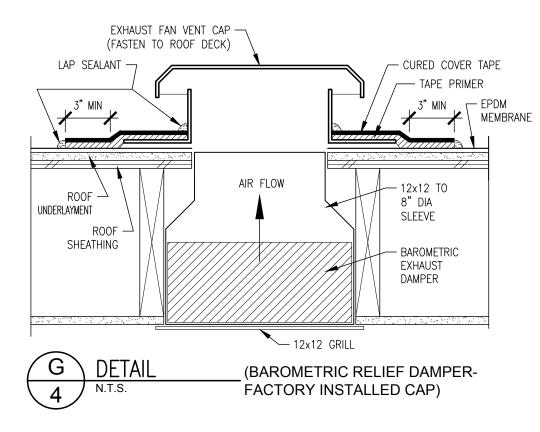














DEALER: DSMBI

PROJECT: HOMELESS SHELTER SHOWERS

STATES: CALIFORNIA

SERIAL NUMBERS: PMI-3827-1440

DRAWN BY: KN/BS

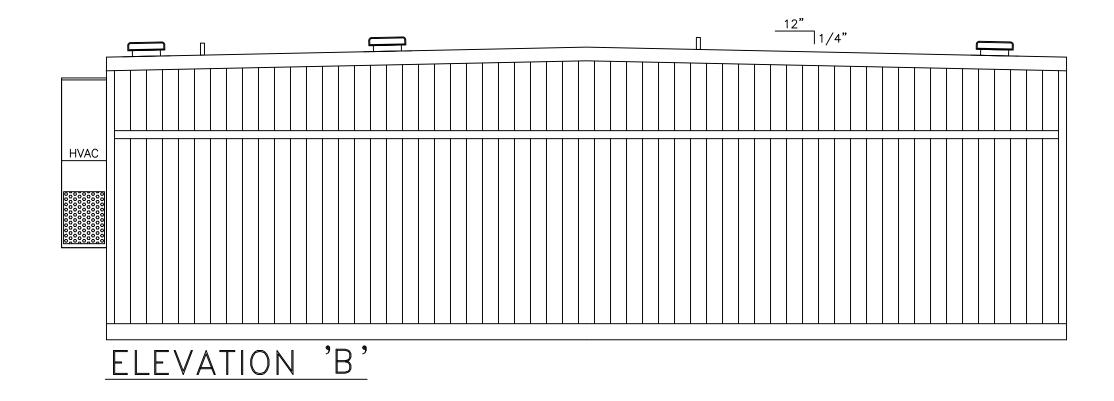
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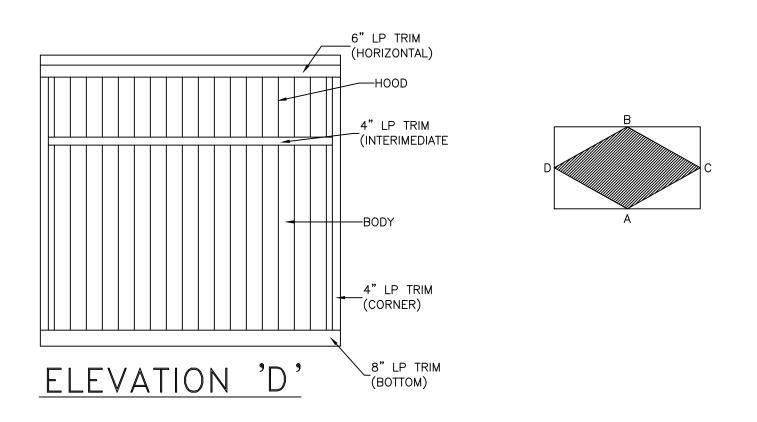
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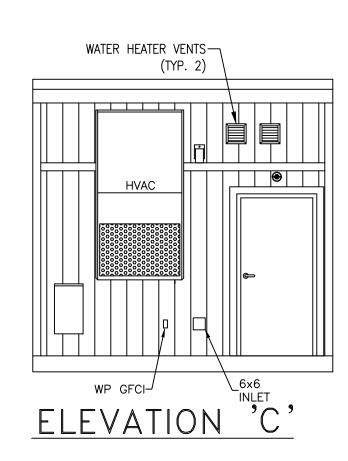
11225 N. 28TH DR. BLDG. C #C206 PHOENIX, AZ. 85029 (602) 327-4769

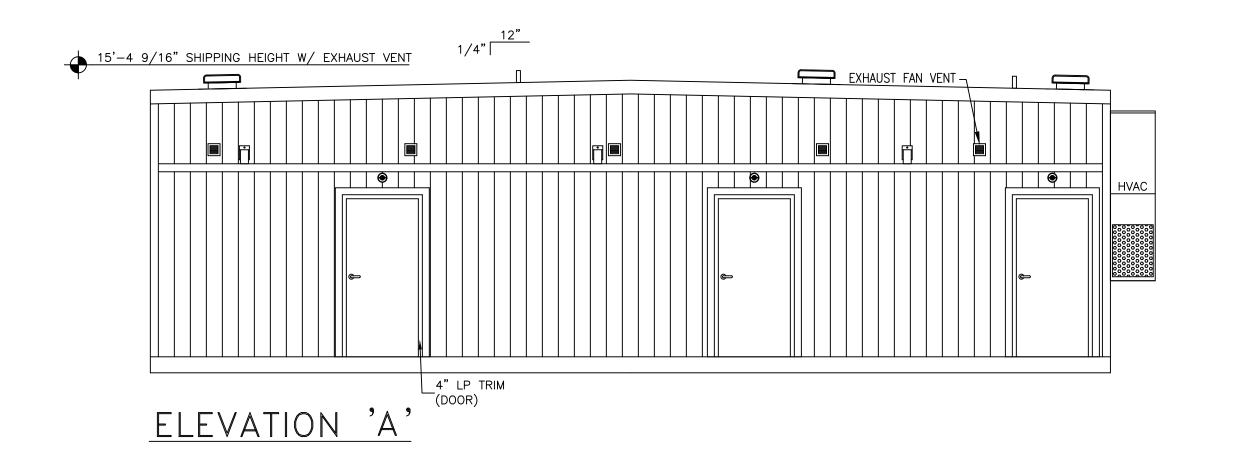
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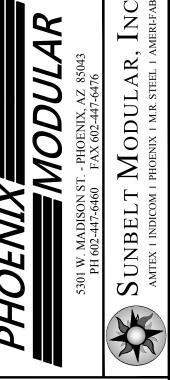
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PROJECT:
HOMELESS SHELTER
SHOWERS

STATES: CALIFORNIA

SERIAL NUMBERS: PMI-3827-1440

*DRAWN BY:* KN/BS

*PLOT DATE:* 2/9/2018

*REV # / DATE:* #1 2/8/2018 PR#2

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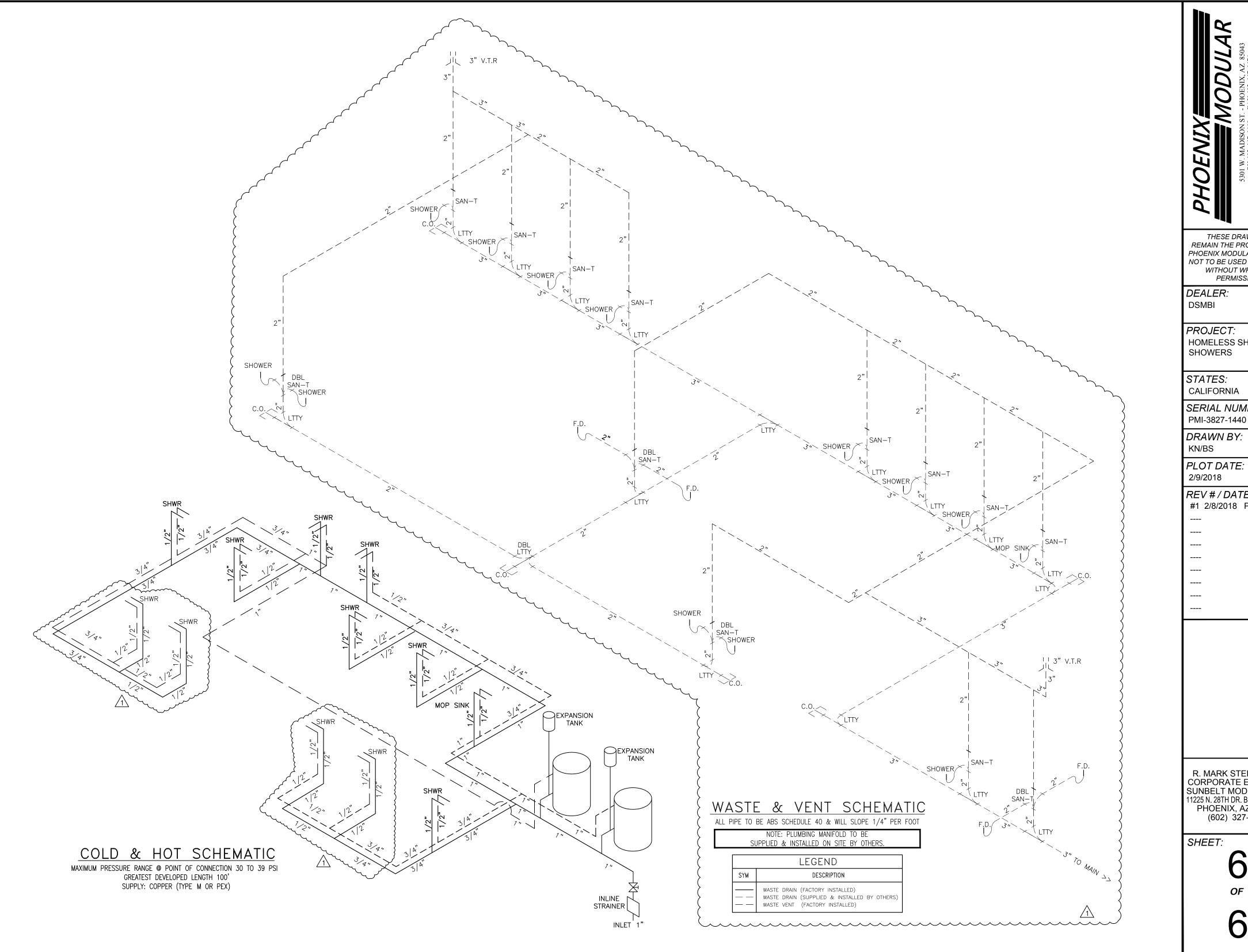
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SHEET:

**5** 



HOMELESS SHELTER

SERIAL NUMBERS:

REV # / DATE: #1 2/8/2018 PR#2

R. MARK STEELE, P.E. CORPORATE ENGINEER SUNBELT MODULAR, INC 11225 N. 28TH DR. BLDG. C #C206 PHOENIX, AZ. 85029 (602) 327-4769

OF

#### **DRAWING INDEX**

SHEET 1: SPECIFICATIONS AND CONDITIONS

SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, PLUMBING SCHEDULE, ELECTRICAL SCHEDULE, DOOR SCHEDULE

SHEET 3: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE,

Additional Roof Items Included in Quoted Price:

Item 1: Interior shearwall - rafter directly above interior shearwall

MISC. DETAILS, ELECTRICAL PANEL SHEET 4: CROSS SECTION, SHEARWALL DETAIL

SHEET 5: ELEVATIONS SHEET 6: PLUMBING ISO

**DEALER**: DSMBI PROJECT:

RESTROOM UNIT 12' X 56' PMI-3828-1256

#### **FINISHES:** FRAME / CHASSIS: FLOOR COVERING Frame Type: 0.080 Self Cove Linoleum coved up wall (6 in. min) Type 1: (1) EA Quantity: Location: (Thru-Out) Size: 11'-8" x 56'-0" Color to be: (White Cliff) Type: Outrigger @ 96 in O.C. Crossmember @ 96 in. O.C. BASE Main Rails @ 99 1/2 in. O.C. Cove Base 1 6 in. Self Cove. (See Floor Covering) Beam Size: 12 in. Jr. I-beam Location: (Thru-Out) Five 6000# rated with (All) brake Axles: WALLS Hitch: Detachable Tires: 8x14.5 14 ply rated FRP over 1/2 in. MR GYP to Ceiling Height, Raw 1/2 in. MR GYP Covering 1: remainder way to Rafters. Additional Frame / Chassis Items Included in Quoted Price: Location: (Full Height Walls Only) M.R. Steel Metal frames. Covering height: 8 ft. Color: (White) FLOOR CONSTRUCTION: Covering 2: FRP over 1/2 in. MR GYP to Ceiling Height, Location: (Remainder) Floor Joist: 2X8 #2 HF equal or better Covering height: 8 ft. Joist Length: 133-7/8 in. Color: (White) Joist Spacing: 16 in. O.C. Single layer 3/4 in. Sturd-I-Floor. Floor: TRIM Insulation: R-19 unfaced fiberglass batt Wall Trim 1: FRP trim Bottom: Reinforced Plastic (To match FRP) Color to be: Additional Floor Items Included in Quoted Price: CEILING Interior shearwall - dbl joist directly below interior shearwall 2 ft. x 4 ft. HEAVY DUTY T-Grid w/ Struts & wires Type 1: (Armstong Kitchen Zone #672 (VINYL WASHABLE) or Equal) **EXTERIOR WALL CONSTRUCTION:** Height: 7'-10" 2X4 #2 HF equal or better @ 16 in. O.C. Framing: Stud: Top Plate: Double 2X4 #2 HF equal or better **EXTERIOR** Bottom Plate: Single 2X4 #2 HF or better Color: (\_\_\_) 8 ft. sheets Siding body: (2) 2x4 header with 1/2 in. shim at all exterior openings (UNO) Header: Hood: Color: (\_\_\_) R-13 Kraft back fiberglass batt Insulation: Corner trim: Color: (\_\_\_) Siding Type: 7/16 in. LP Smart-panel vertical siding (8" grooves) with barricade wrap underlayment. Door & window trim: Color: (\_\_\_) Sidewall Height: See cross section for heights Bottom horizontal trim: Color: (\_\_\_) Intermediate horizontal trim: Color: (\_\_\_) separates hood & body Additional Exterior Wall Items Included in Quoted Price: Top horizontal trim: Color: (\_\_\_) All paint to be: Satin Finish **EXTERIOR/INTERIOR DOORS:** (SEE DOOR SCHEDULE) **INTERIOR WALL CONSTRUCTION:** WINDOWS: (NONE PROVIDED) 2X4 #2 HF equal or better @ 16 in. o.c. Single 2X4 #2 HF equal or better (Double as needed) **CLOSEUP:** Bottom plate: Single 2X4 #2 HF or better bottom plate Type: Single Unit Stud length: 92-5/8 in. (Ceiling Ht.), Full Ht. (Dividing Walls only) Module NOT TO exceed 12'-0" Notes: R-11 unfaced battens (Full Ht. walls only) Insulation: **APPLIANCES:** Additional Interior Wall Items Included in Quoted Price: None provided Item 1: Interior shearwall (see floor plan for location); Sheathing: 7/16" OSB (one side of the wall) Top plate: Fasten to rafter with 3" x 0.131" nails at 4 in. O.C. (4 per stud bay) **ACCESSORIES:** Bottom plate: Fasten to double joist with 3" x 0.131" nails at 4 in. O.C. (4 per stud bay) Cabinets: None provided **ROOF CONSTRUCTION:** Counters: None provided None provided Roof Type: Complex Shelving: Roof Slope: 1/4 to 12 Rafter size: 2X10 #2 HF equal or better Rafter Length: 137 in. Spacing: 16 in. O.C. R-38 CATHEDRAL unfaced fiberglass batt with support netting Insulation: Sheathing: 1/2 in. 24/0 Sheathing (FULLY BLOCKED) 45 mil single ply EPDM over 1/4" Densdeck Roofing: Color: White

MANUFACTURER & ADDRESS 5301 W. MADISON ST (SEE WEBSITE FOR PHOENIX, AZ. 85043 WARRANTY INFORMATION) PHOENIXMODULAR.COM **DESIGN CRITERIA / LOADS:** NO OF MODULES. BUILDING SQ.FT. TYPE OF CONSTRUCTION. OCCUPANCY USE GROUP. OCCUPANCY LOAD 50 psf. (2000 lb concentrated FLOOR LIVE LOAD. (100 psf. @ corridor) ROOF LIVE LOAD. 20 psf. ROOF SNOW LOAD. 2016 CBC - 115 MPH, EXP. C WIND LOAD. OCCUPANCY/RISK CATG. Ss=3.730, S1=1.389 SEISMIC Site Class 'D' Design Category 'E' PERMISSIBLE GAS TYPE. CLIMATE ZONE. NAME AND DATE OF CODES; CA: 2016 CBC, 2016 CPC, 2016 CMC, 2016 CEC, 2016 CA Energy, & CBC Chapter 11B Accessibility SPECIAL CONDITIONS AND OR **LIMITATIONS:** SPRINKLERS REQUIRED. INSTALLED AT. **FACTORY** CONTRACTED BY INSTALLED BY. SUMMIT FIRE PROTECTION NOT INCLUDED IN SCOPE OF WORK PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT . PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE ADDITIONAL HANDICAP TOILET FACILITIES PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE SERVICE SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OTHERS ON SITE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL **IDENTIFICATION:** DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE. **NOTES:** SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. THIS PLAN MAY BE REVERSED AND/OR MIRRORED. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? (CBC CHAPTER 7A) NO .
TO BE INSTALLED ON A PERMANENT FOUNDATION? NO THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 25. STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING PROPOSED ADDRESS 224-246 SOUTH VAN NESS AVE AND/OR LOCATION OF UNIT. SAN FRANCISCO, CA 94103 2. EXPLANATION OF BUILDING USE. RESTROOMS PAD/PIER ABOVE GRADE B. SET TYPE ☐ APPROVED BY:\_

**MANUFACTURER:** PHOENIX MODULAR X Modul S THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANYWAY WITHOUT WRITTEN PERMISSION. DEALER: DSMBI PROJECT: **RESTROOM UNIT** SERIAL NUMBER: PMI-3828-1256 STATES: **CALIFORNIA** DRAWN BY: KN/BS PLOT DATE: 2/6/2018 REV # / DATE:

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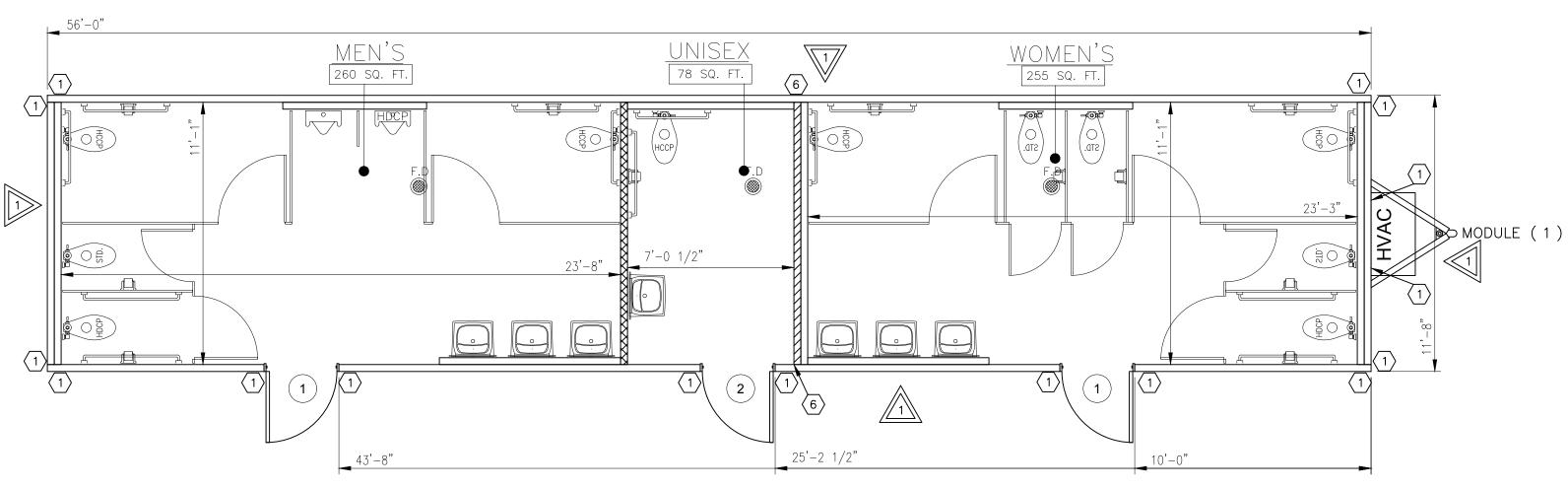
R. MARK STEELE, P.E. CORPORATE ENGINEER SUNBELT MODULAR, INC 11225 N. 28TH DR. BLDG. C #C206 PHOENIX, AZ. 85029 (602) 327-4769

AFFROVED
APPROVED EXCEPT AS NOTED
REVISE AND RESUBMIT
DATE:

"PLEASE REVIEW DRAWINGS AND SPECIFICATIONS CAREFULLY. WHILE EVERY EFFORT IS MADE TO ASSURE THE DRAWINGS REFLECT THE EXPECTATIONS AND QUOTATION, THE FINAL CONSTRUCTION WILL BE BASED SOLELY ON THE SPECIFICATIONS AND DRAWINGS APPROVED."

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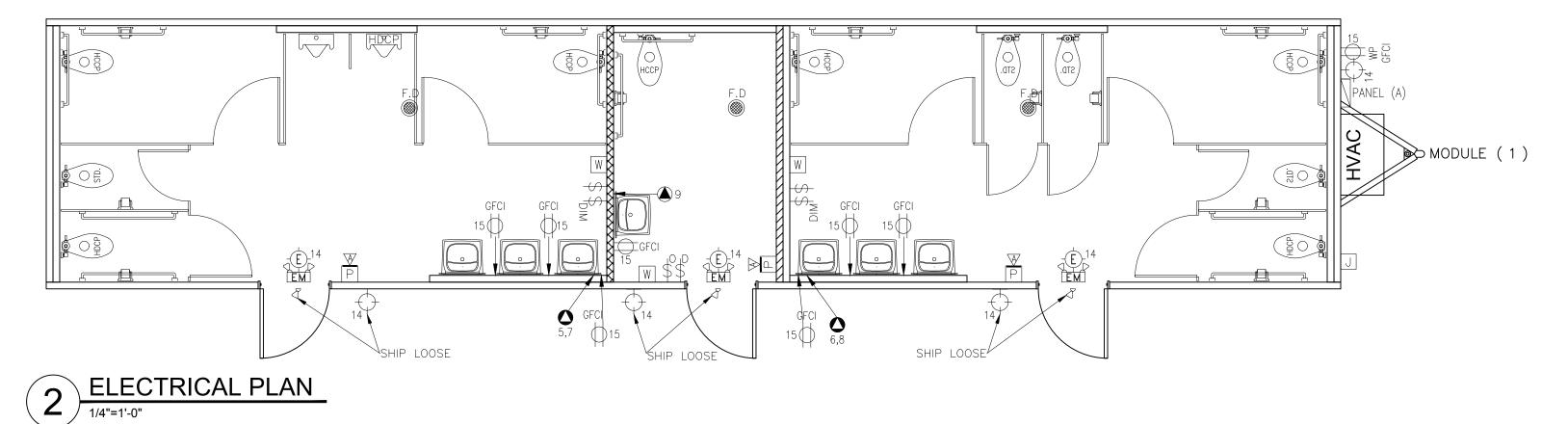


1 FLOOR PLAN

1/4"=1'-0" SQUARE FOOTAGE - 654 S.F.

OCCUPANCY LOAD = 19

HATCHING DENOTES:	
INTERIOR SHEARWALL (SEE DETAIL A/4)	INSULATED FULL HEIGHT WALL



STRU(	CTURAL LEGEND
X	SHEARWALL TAG (SEE STRUCTURAL PACKAGE FOR DESCRIPTION, SHEET S24)
⟨x⟩	HOLD DOWN TAG (SEE STRUCTURAL PACKAGE FOR DESCRIPTION SHEET \$24)

	PLUMBING SCHEDULE	
SYMBOL	DESCRIPTION	QTY
HDCP	FLOOR MNT'D ELONGATED BOWL FOR HANDICAPPED (KOHLER K-96057-0) w/ TOILET SEAT (KOHLER K-4731-C 0). FLUSHOMETER (ROYAL MODEL 111-1.28 / 3910168) HANDLE ON OPEN SIDE.  LOW FLOW	7
(STD)	FLOOR MNT'D ELONGATED BOWL (KOHLER K-96053-0) w/ TOILET SEAT (KOHLER K-4731-C 0). FLUSHOMETER (ROYAL MODEL 111-1.28 / 3910168). LOW FLOW	4
HDCP	WALL MOUNT STANDARD URINAL. (HANDICAPPED HEIGHT) MOUNTED AT 17" A.F.F. TO LIP EDGE. (NO BRAND SPECIFIED). LOW FLOW	1
	WALL MOUNT STANDARD URINAL. (STANDARD HEIGHT) MOUNTED AT 24" A.F.F. TO LIP EDGE. (NO BRAND SPECIFIED). LOW FLOW	1
	ONE SET GRAB BARS. INCLUDES: (1) 36" LONG & (1) 42" LONG. MOUNTED @ 34" A.F.F. (INCLUDE 18" LONG GRAB BAR)	5 SET(S
<u> </u>	ONE SET GRAB BARS. INCLUDES: (2) 42" LONG MOUNTED @ 34" A.F.F.	2 SET(S
	TOILET PAPER HOLDER PROVIDED AND INSTALLED ON SITE BY OTHERS. BLOCKING PROVIDED AT FACTORY.	11
9	WALL HUNG LAVATORY W/ 29" SPACE UNDERNEATH RIM FOR HANDICAPPED (KOHLER K-2007-0) w/ GOOSENECK FAUCET (TOTO TEL151-D10ET #CP). INCLUDE P-TRAP COVER. LOW FLOW	7
	24"x36" MIRROR @ 38" A.F.F. (STAINLESS STEEL) (NO BRAND SPECIFIED).	7
$\Diamond$	POINT OF USE WATER HEATER (SINGLE LAVY) BRAND: EEMAX SP3512 120V - 3.5kW	1
$\Diamond$	POINT OF USE WATER HEATER (MULTIPLE LAVIES) BRAND: CHRONOMITE E-80FLLP 240V - 8kW	2
•	2" FLOOR DRAIN W/ TRAP GUARD (NO BRAND SPECIFIED)	3
3. (8) CC	CLUDE IN-LINE STRAINER SLUDE (6) CALIFORNIA ADA RESTROOM SIGNS. (1) ON DOOR, (1) ON MODESTY PARTITITIONS (BOBRICK) LOR: TERRA COTTA (SCO3) 3/4" WATER HAMMER ARRESTOR	I WALL

SYMBOL PANEL GFCI	225 AMP 1 PHASE 120/240 W/225			REMARKS
	225 AMP 1 PHASE 120/240 W/225 AMP MAIN. 60" A.F.F. TO TOP OF PANEL/EXT. SURFACE (N.B.S.)	N/A	1	
Ф	GROUND FAULT CIRCUIT INTERRUPT RCPT. W/ COVER PLATE @ 42" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	7	
₩P GFCI	GFCI DUPLEX RCPT. W/ WEATHER PROOF COVER PLATE 18" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	1	
\$	SINGLE POLE SWITCH W/COVER PLATE 46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	2	
DIM \$	WALL MNT'D DIMMING SWITCH w/ COVER PLATE @ 46" A.F.F. LUTRON DVTV (OR EQUAL)	IVORY	2	
\$	WALL MNT'D OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. WATTSTOPER ISO-DOV (OR EQUAL)	IVORY	1	
⇔ □	WALL MNT'D DIMMING/OCCUPANCY SENSOR W/ COVER PLATE @ 46" A.F.F. LUTRON MS-Z101 (OR EQUAL)	IVORY	1	
DO	CEILING MNT'D DUAL RELAY OCCUPANCY SENSOR (WATTSTOPER 'CI-300' OR EQUAL) w/ POWER PACK (BZ-50)	WHITE	2	
	HARD WIRED SINGLE GANGED J-BOX FOR INSTA-HOT @16" A.F.F. W/ COVER PLATE (NO BRAND SPECIFIED)	N/A	1	120V
0	HARD WIRED SINGLE GANGED J-BOX FOR INSTA-HOT @16" A.F.F. W/ COVER PLATE (NO BRAND SPECIFIED)	N/A	2	240v
R	2x4 HW J-BOX @ RAFTERS W/COVER PLATE U.N.O.	N/A	3	FOR FUTURE USE
<b>①</b>	150 CFM CEILING EXHAUST FAN ONLY BRAND: BROAN QTXE150 (OR EQUAL)	N/A	7	THRU WALL
MTEDW.	2x4—LED 4200 LUMENS FIXTURE, RECESSED, DIFFUSED (NO BRAND SPECIFIED)	N/A	7	DIMMABLE
$\Diamond$	PORCH LIGHTS @87" A.F.F. U.N.O. BRAND: WESTGATE LSW-22CE-PC	N/A	4	(3)SHIPPED LOOSE
<b>∠</b>	WALL M'NT EMERGENCY LIGHT /w RED EXIT LIGHT M'NT. @ 88" A.F.F. w/ BATT. BACKUP & REMOTE HEAD M'NT. @ 89" A.F.F.	N/A	3	OCTAGONAL BOX FOR REMOTE HEAD SHIPPED LOOSE
<u> </u>	4x4 J-BOX @86" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.	IVORY	3	FOR FUTURE AUDIO/VISUAL
Р	2x4 J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY w/ COVER PLATE (U.N.O.)	IVORY	3	FOR FUTURE PULL STATION
W	2x4 J-BOX @ 46" A.F.F. w/ 3/4" CONDUIT STUBBED TO CEILING CAVITY w/ COVER PLATE (U.N.O.)	IVORY	3	FOR FUTURE USE
RACEWAY	MC/FLEX			

3. FIRE ALARM SYSTEM PROVIDED AND INSTALLED ON SITE BY OTHERS. (WHEN APPLICABLE.)

DC	OR	S:
Otv	NO.	

L															
	Qty NO.	Туре	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
	2 1	COMMERCIAL STEEL, INSULATED 18 GA.	TELL 16 GA., BRONZE	4 7/16"	N/A	3068	38" × 81"	0.70	INTERIOR (T.B.D.) EXTERIOR (T.B.D.)	HYDRAULIC	DOUBLE CYLINDER	PASSAGE LEVER, TELL GRADE 2	NONE	ALIKE	DRIP CAP, (2) STD & (1) NRP HINGES, WEATHERSTRIPPING, THRESHOLD, DOOR SWEEP (INCLUDE SIGN: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED)
	1 2	COMMERCIAL STEEL, INSULATED 18 GA.	TELL 16 GA., BRONZE	4 7/16"	N/A	3068	38" x 81"	0.70	INTERIOR (T.B.D.) EXTERIOR (T.B.D.)	HYDRAULIC	SINGLE CYLINDER	PASSAGE LEVER, TELL GRADE 2	NONE	ALIKE	DRIP CAP, (2) STD & (1) NRP HINGES, WEATHERSTRIPPING, THRESHOLD, DOOR SWEEP

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STATES: CALIFORNIA

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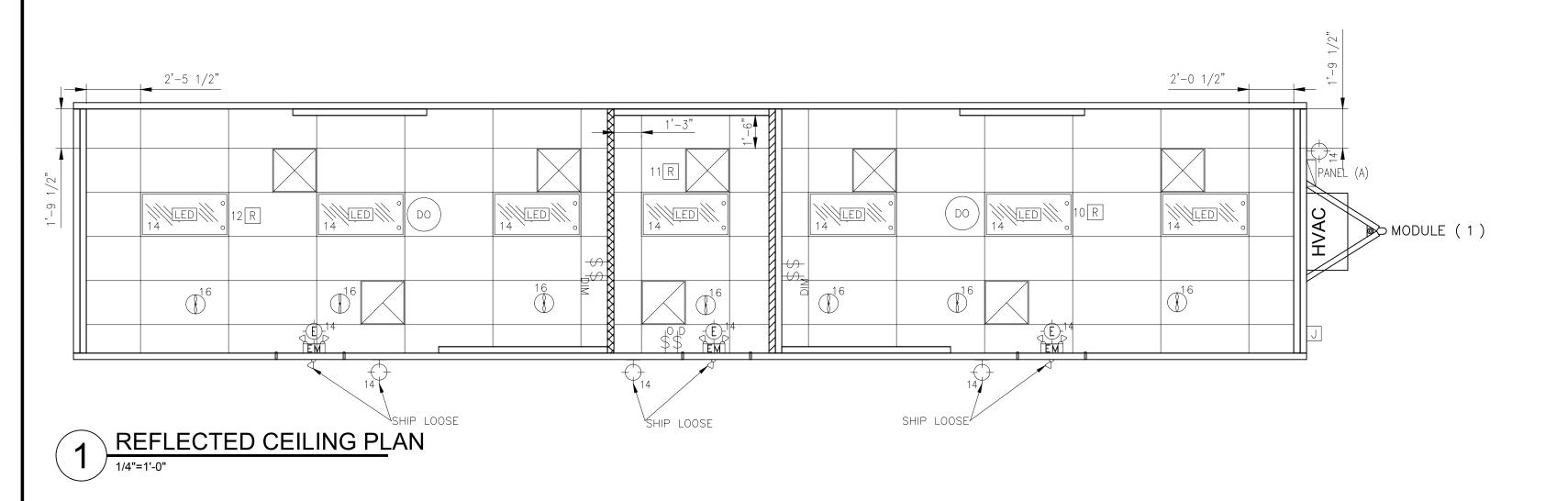
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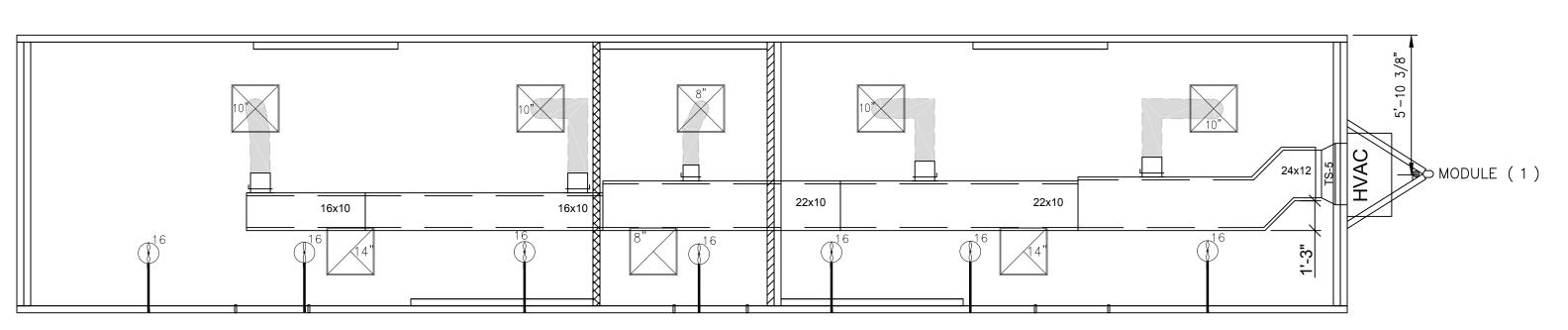
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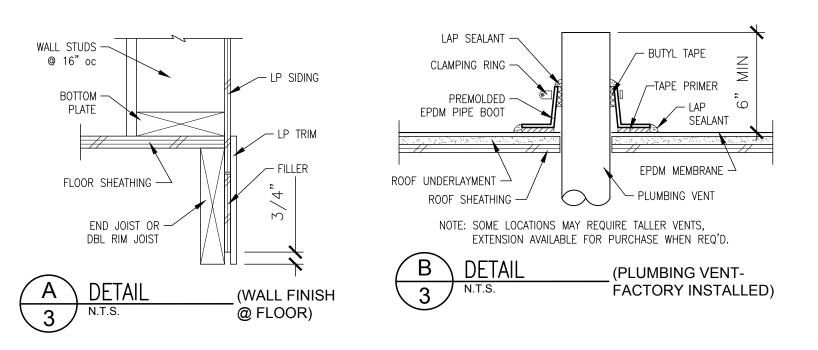


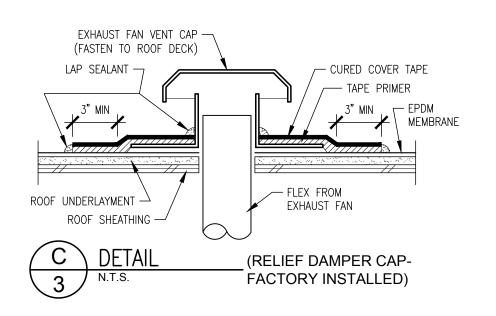


	HVAC SCHEDULE							
SYM	DESCRIPTION	QTY						
HVAC	5 TON HP W/ 15 kw HEAT STRIP (F.A.D.) WITH 100% FRESH AIR KIT. MODEL # (W60H2-A15)OR EQUAL	1						
	31"x11" TO 24"x12" GALV. SLEEVE 16" LONG	1						
	24"x12"x10"-0" FIBERGLASS DUCT. 22"x10"x10'-0" FIBERGLASS DUCT. 16"x10"x10'-0" FIBERGLASS DUCT.	1 2 1						
	24"x24" 4-WAY THROW DIFFUSER. 8 " COLLAR W/ SCOOP & DAMPER 8" FLEX. 8" START COLLAR.	1						
	24"x24" 4-WAY THROW DIFFUSER. 10" COLLAR W/ SCOOP & DAMPER 10" FLEX. 10" START COLLAR.	4						
	24"x24" RELIEF DAMPER. 14" FLEX TO 14" ROOF VENT	2						
	24"x24" RELIEF DAMPER. 8" FLEX TO 8" ROOF VENT	1						
Иоте:	INSTALL HVAC DUCTS 6" DOWN FROM RAFTERS.							

# HVAC PLAN 1/4"=1'-0"

WS	Description	Circuit	BRK	Α	В	BRK	Circuit	Description	WS
6	15kw HEAT STRIP	1	60	5640 6240		60	2	HVAC UNIT 5-TON	6
6		3	2	35-3-3-2	5640 6240	2	4		6
8	DUAL INSTA-HOTS	5	40	4000 4000	,	40	6	DUAL INSTA-HOTS	8
8		7	2		4000 4000	2	8		8
10	SINGLE INSTA-HOT	9	30	3500 1800		20	10	HW J-BOX (RAFTER)	12
12	HW J-BOX (RAFTER)	11	20		1800 1800	20	12	HW J-BOX (RAFTER)	12
	SPACE	13		414		20	14	(7) LEDs, (4) PORCH, (3) EM/EX LITES	12
12	(7) GFCI RECEPTS, (1) WP GFCI	15	20		1440 1050	20	16	(7) EXHAUST FANS	12
25594 25970 Total  ELECTRICAL CALCULATION: PANEL A									
	•	= 1440 = 23760	watts watts watts		TYPI	E OF	PANEL:	LOAD CENTER	





PHOEMIX MADISON ST. - PHOENIX, AZ 85043
PH 602-447-6460 FAX 602-447-6476
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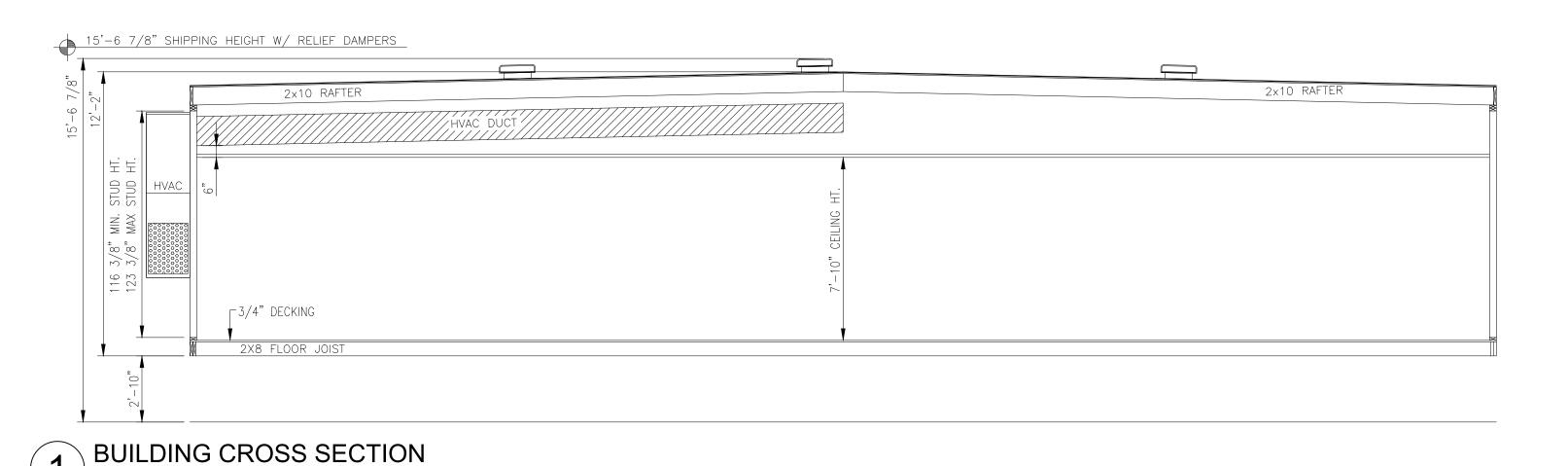
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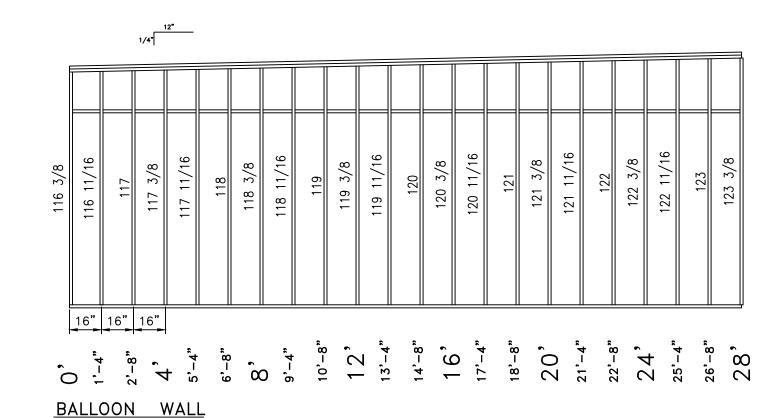


SINGLE RAFTER OVER SHEARWALL -3" x 0.131" Ø NAILS AT 4" oc ¬ (TOP PLATE TO RAFTER) SINGLE TOP PLATE -SEE FLOOR PLAN FOR-SHEARWALL SHEATHING AND NAILING PATTERN -3" x 0.131"ø NAILS 3" x 0.131" ø NAILS AT 4" oc (SHEARWALL AT 4" oc (SHEARWALL TO SIDEWALL) TO SIDEWALL) DBL SIDEWALL -DBL SIDEWALL STUDS AT INTERIOR STUDS AT INTERIOR SHEARWALL LOCATION SHEARWALL LOCATION TYPE 6 HOLDOWN, TYPE 6 HOLDOWN, SIDEWALL TO FLOOR SIDEWALL TO FLOOR AT INTERIOR AT INTERIOR SHEARWALL LOCATION SHEARWALL LOCATION (WHEN SHEARWALL (WHEN SHEARWALL ÈXTENDS TO EXTENDS TO SIDEWALL) SIDEWALL) BOTTOM PLATE 1 3" x 0.131" Ø NAILS AT 4" oc (BOTTOM PLATE TO JOIST) DBL JOIST BELOW SHEARWALL <sup>A</sup>

> INTERIOR SHEARWALL CONSTRUCTION DETAIL MAXIMUM UNIT SHEAR OF 350 plf MAXIMUM HOLDOWN CAPACITY = 4000#. (DETERMINE BY PROJECT CALCS)



(INTERIOR SHEARWALL-FACTORY INSTALLED)



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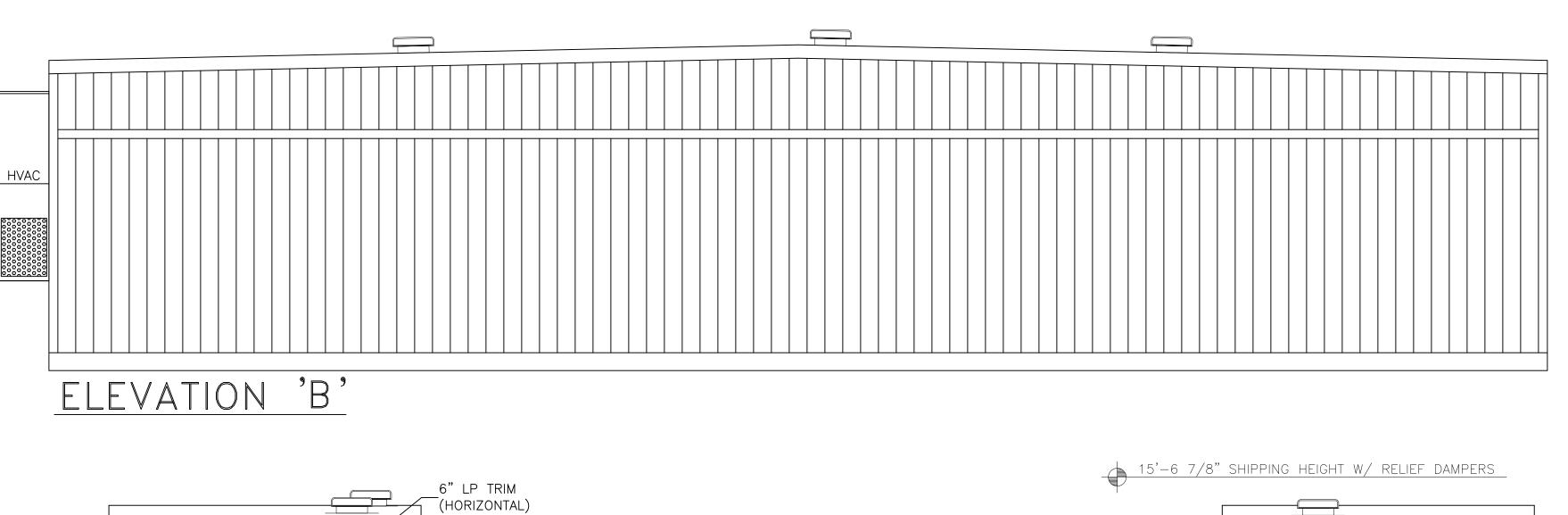
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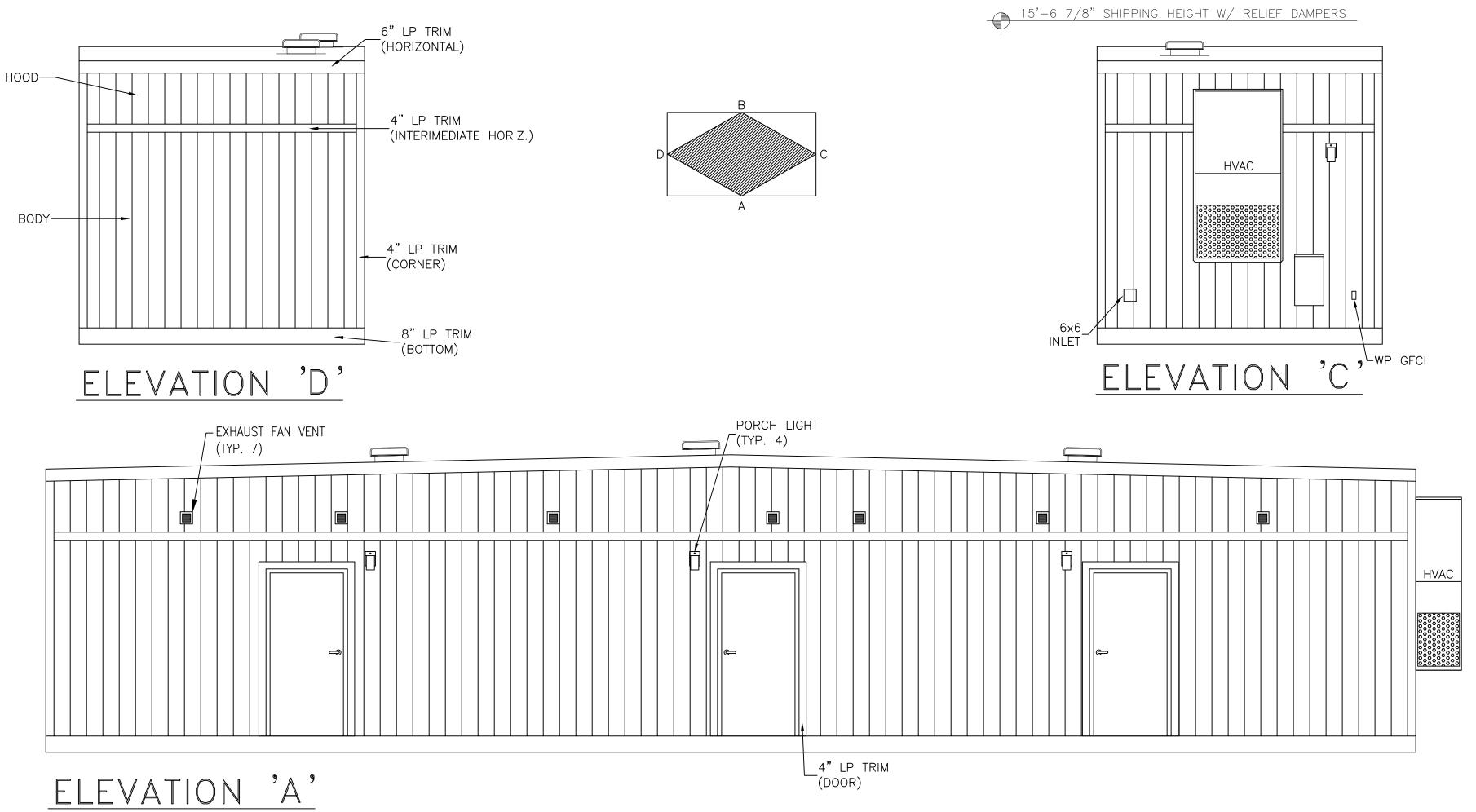
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PROJECT: RESTROOM UNIT

SERIAL NUMBER:

PMI-3828-1256 STATES:

CALIFORNIA

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*PLOT DATE:* 2/6/2018

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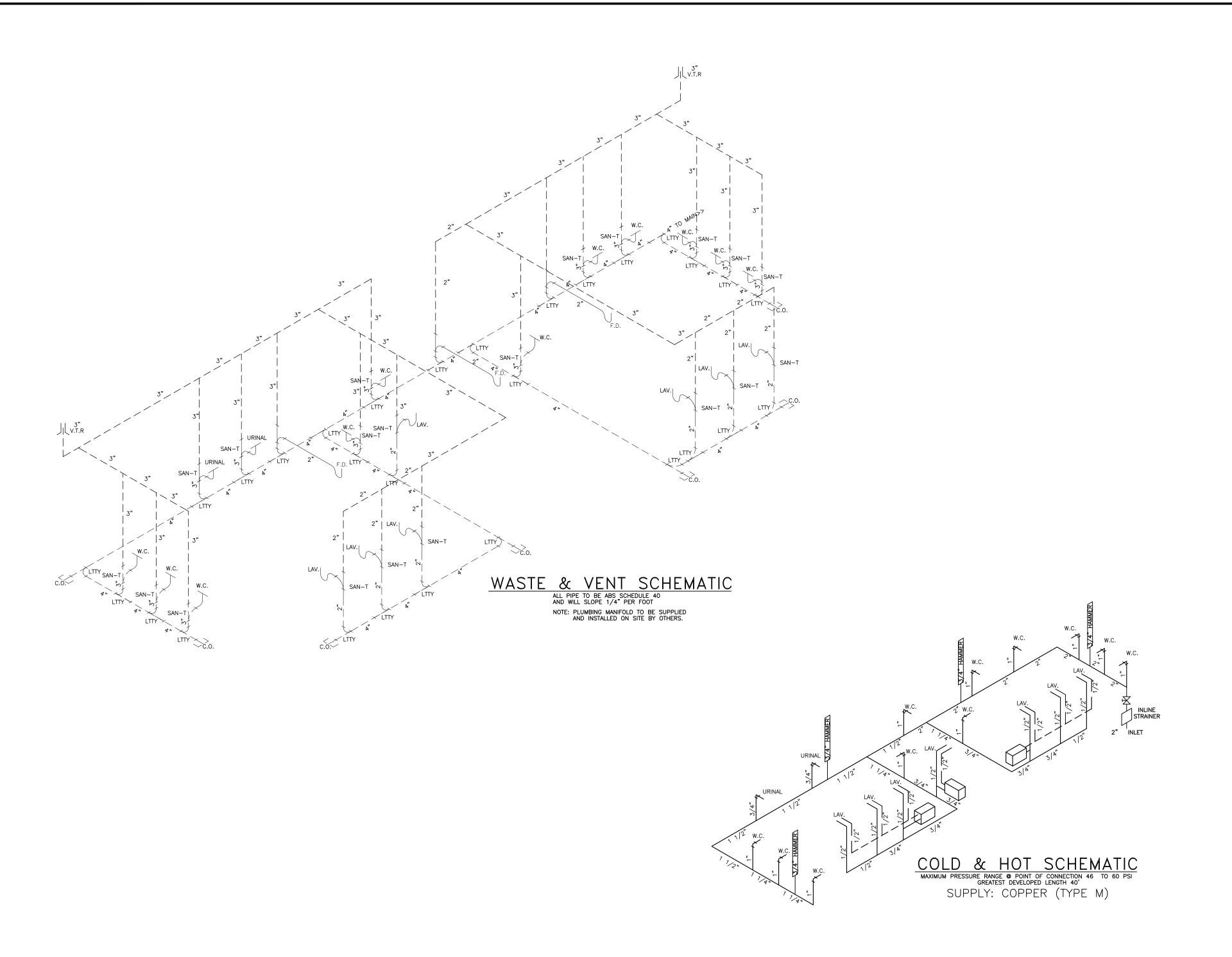
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DEALER: DSMBI

PROJECT: RESTROOM UNIT

SERIAL NUMBER:

PMI-3828-1256 STATES:

CALIFORNIA

DRAWN BY: KN/BS

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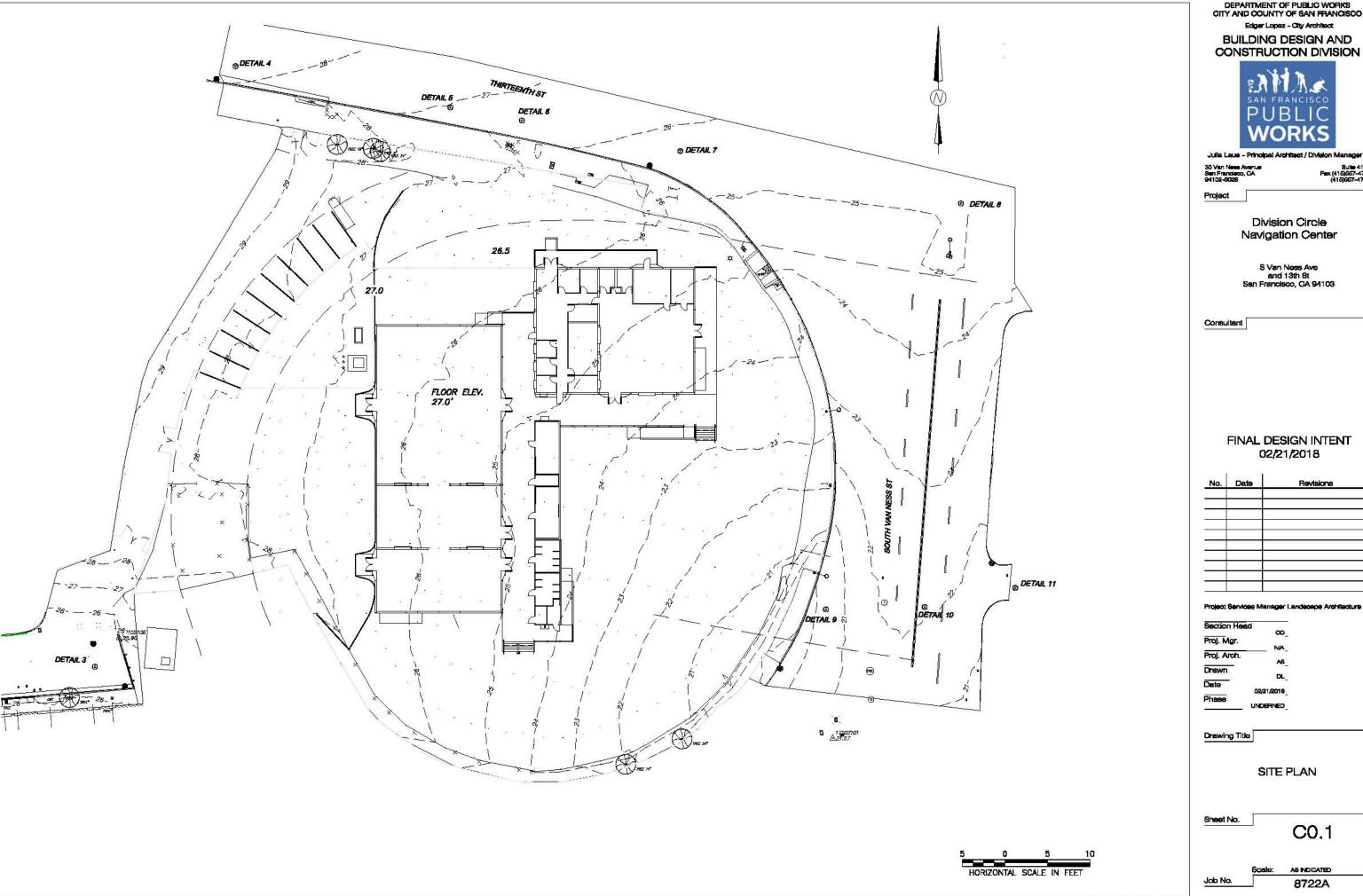
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**BUILDING DESIGN AND** 



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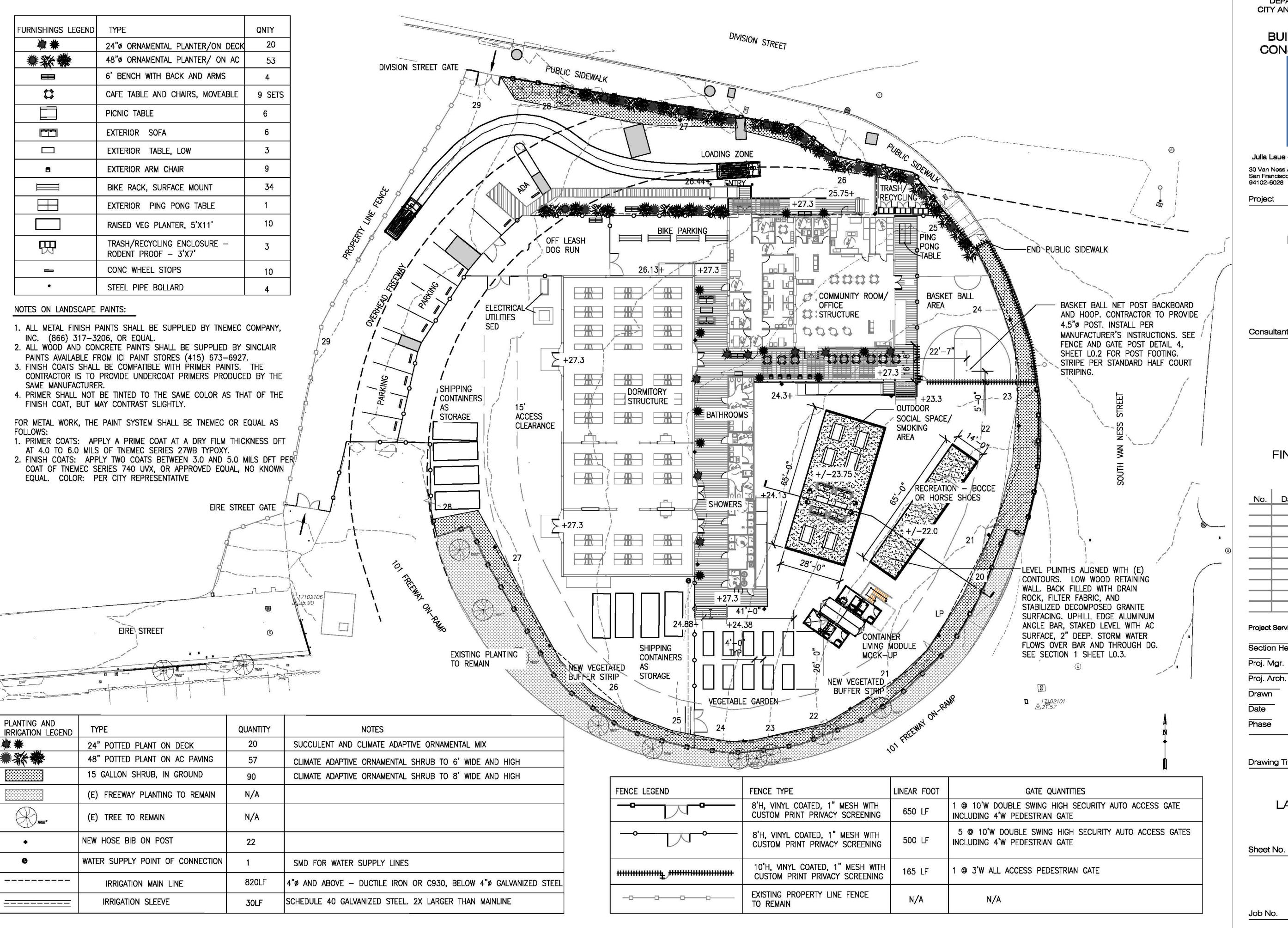
Division Circle Navigation Center

### FINAL DESIGN INTENT

No.	Date	Revisions
7		

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AS INDICATED 8722A



DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO Edgar Lopez - City Architect

**BUILDING DESIGN AND** CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA

Fax (415)557-4701 (415)557-4700

Project

Division Circle **Navigation Center** 

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

#### FINAL DESIGN INTENT 02/21/2018

	No.	Date	Revisions
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#### Project Services Manager Landscape Architecture

Section Head Proj. Mgr. Proj. Arch. Drawn 02/21/2018 Phase UNDEFINED

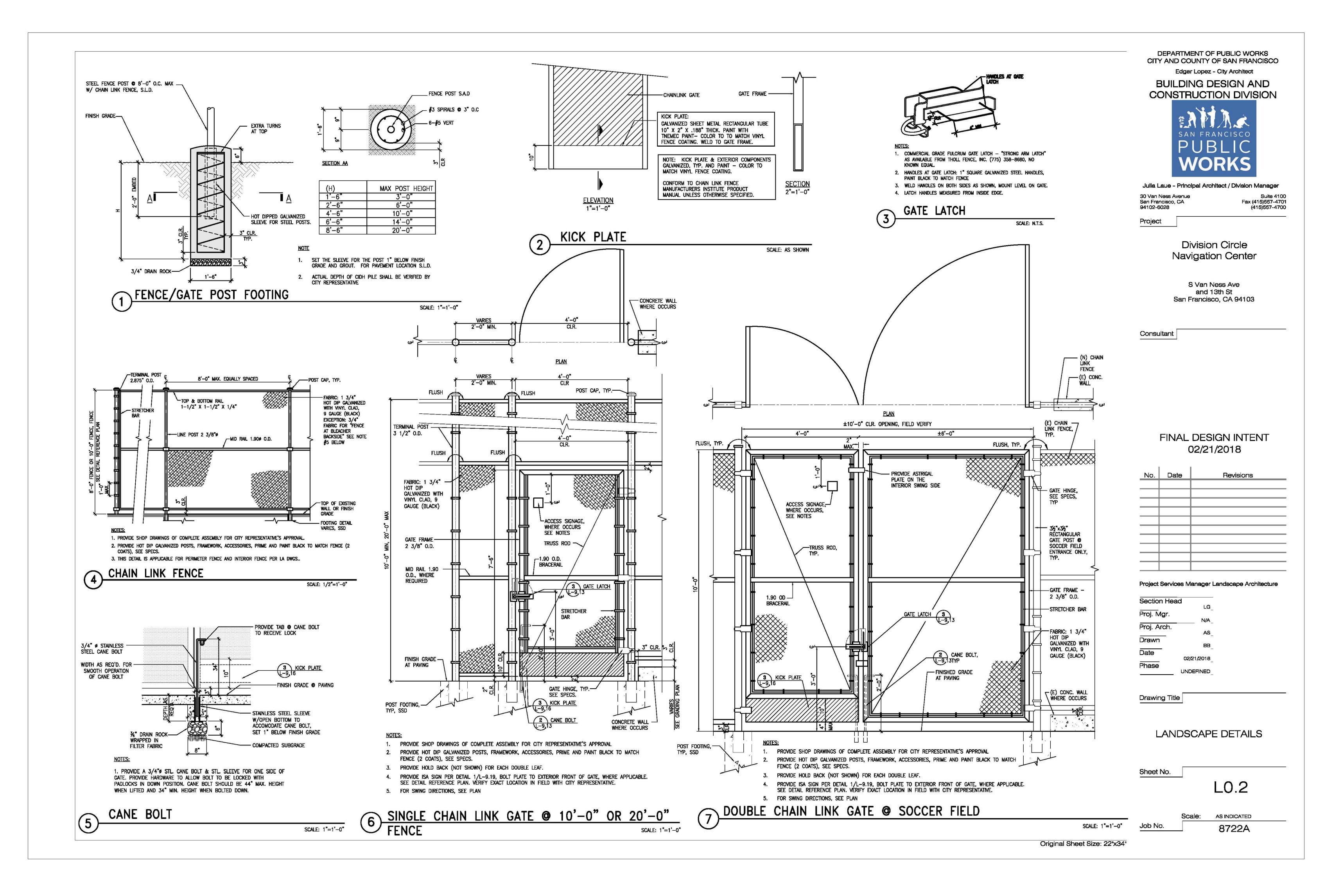
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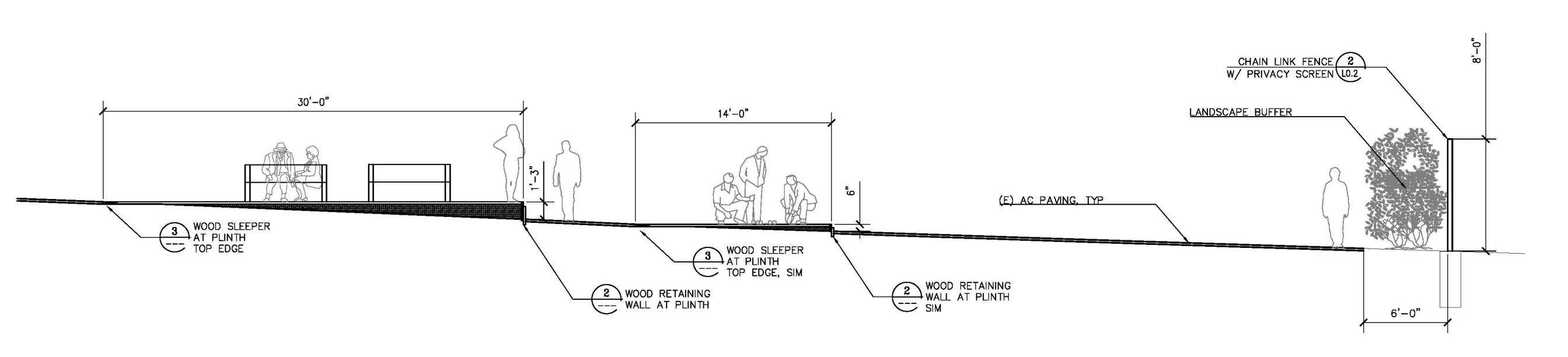
LANDSCAPE PLAN

Sheet No.

L0.1

1" = 20'-0" Job No. 8722A





DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION

SAN FRANCISCO PUBLIC WORKS

Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA 94102-6028 Suite 4100 Fax (415)557-4701 (415)557-4700

Project

Division Circle Navigation Center

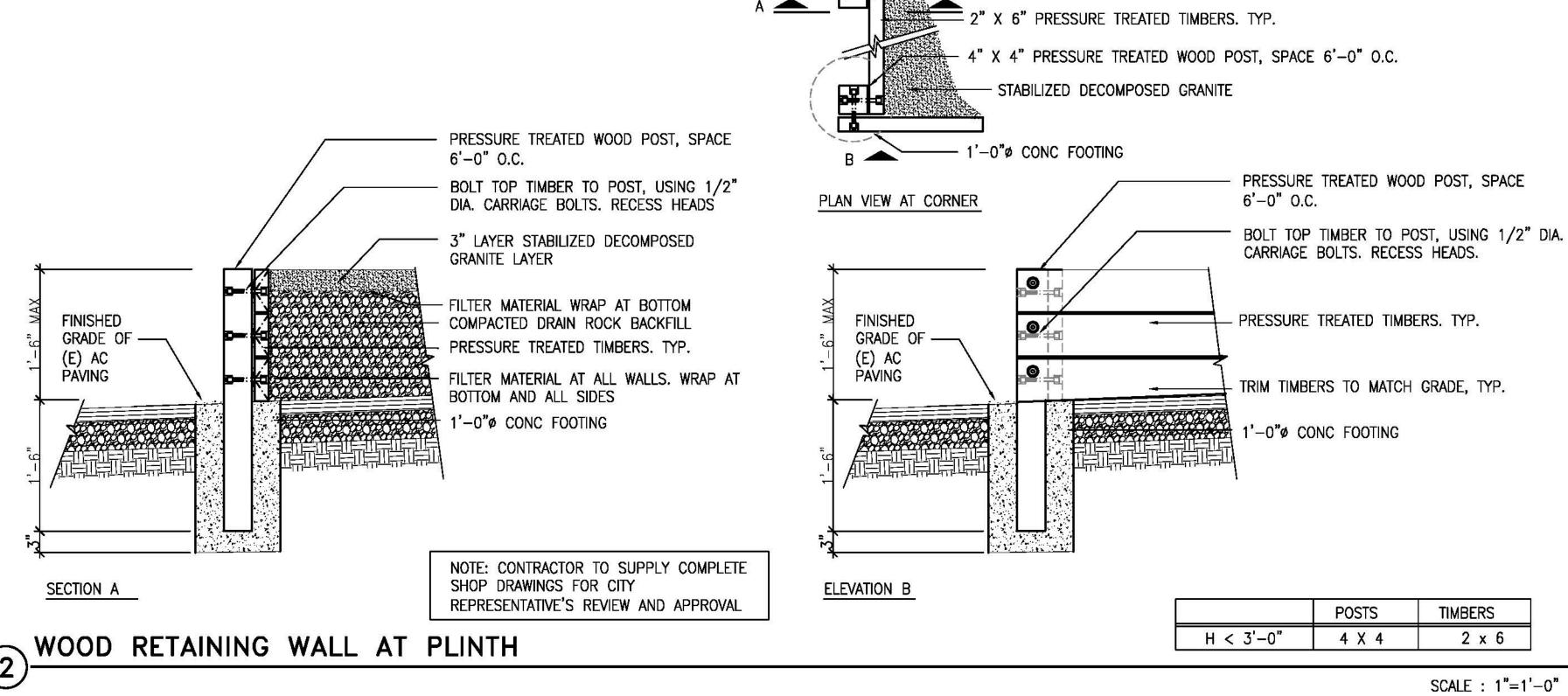
S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

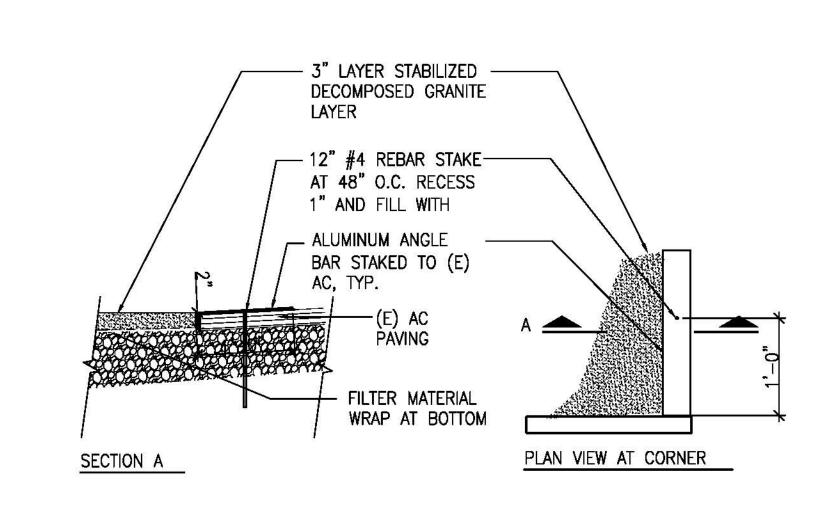
SCALE: 1/4"=1'-0"

2" X 6" PRESSURE TREATED TIMBERS. TYP.

4" X 4" PRESSURE TREATED WOOD POST, SPACE 6'-0" O.C.



SECTION AT PLINTH



NOTE: CONTRACTOR TO SUPPLY COMPLETE SHOP DRAWINGS FOR CITY REPRESENTATIVE'S REVIEW AND APPROVAL

3) WOOD SLEEPER AT PLINTH TOP EDGE

SCALE : 1"=1'-0"

FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions
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Project Services Manager Landscape Architecture

Section Head

LG

Proj. Mgr.

Proj. Arch.

AS

Drawn

BB

Date

02/21/2018

Phase

UNDEFINED

Drawing Title

LANDSCAPE DETAILS

Sheet No.

L0.3

Job No. Scale: AS INDICATED 8722A

Original Sheet Size: 22"x34"

### **LEGEND** SIZE & TYPE FXISTING SEWER OR CULVERT O, [O] EXISTING MH EXISTING CB, SWI EXISTING SIDE SEWER AND FRESH AIR INLET **----**MORTAR EXISTING MH ABANDON EXISTING MH EXISTING MUNI TRACKS EXISTING AWSS ——— w——— EXISTING WATER MAIN SIZE & TYPE **NEW SEWER OR CULVERT** O NEW MH PER SFDPW STD PLAN 87.181 NEW MH PER SFDPW STD PLAN 87.182 0 NEW ANGLE MH PER SFDPW STD PLAN 87,182 $\bigcirc$ NEW DROP MH PER SFDPW STD PLAN 87.186 0 REPLACE (E) MH PER SFDPW STD PLAN 87,181 REPLACE (E) MH PER SFDPW STD PLAN 87.182 REPLACE (E) MH W/ ANGLE MH PER SFDPW STD PLAN 87.182 EXISTING MH NEW MH MORTAR EXISTING MH ABANDON EXISTING MH REPLACE EXISTING MH REMOVE EXISTING MH EXISTING SURVEY MONUMENT ABANDON EXISTING CB REPLACE (E) CB PER SFDPW STD PLAN 87,188 REPLACE (E) SWI PER SFDPW STD PLAN 87.189 目 NEW SWI PER SFDPW STD PLAN 87.189 NEW CB PER SFDPW STD PLAN 87,188 NEW SS PER SFDPW STD PLAN 87,196 NEW 6" OR 8" SS CONNECTION TO MAIN SEWER PLUG EXISTING FACILITIES -----PLUG AND FILL EXISTING FACILITIES APPROXIMATE LOCATION OF CUT-OFF WALL APPROXIMATE PAVEMENT SURFACE DIRECTION OF FLOW \_\_ SLURRY GROUT SHOWN IN SECTION OR PROFILE

## **ABBREVIATIONS**

ACWS

**AVE** 

**BRK** 

CB

C-C

CH

CIPL

C/L

CY

DET

DWG

**EMBED** 

EL

EQ

**ENGR** 

**HDPE** 

FGP

**ISP** 

MAX

OD

S.F.

SL

SWI

**VERT** 

**VCP** 

**SFDPW** 

**SPECS** 

**HORIZ** 

DIA OR

CONC

**AWSS** 

PLUS OR MINUS

BELL AND SPIGOT

CENTER TO CENTER

CURED IN-PLACE LINER

AUXILIARY WATER SUPPLY SYSTEM

APPROXIMATE

**AVENUE** 

BOULEVARD

CATCHBASIN

CUBIC FEET

CENTER LINE

CUBIC YARD

DUCTILE IRON PIPE

HIGH DENSITY POLYETHYLENE PIPE

CONCRETE

DETAIL

DIAMETER

DRAWING

EXISTING

EACH FACE

**EMBEDMENT** 

**ELEVATION** 

**ENGINEER** 

FIBERGLASS PIPE

INSIDE DIAMETER

IRON STONE PIPE

NOT IN CONTRACT

OUTSIDE DIAMETER

REINFORCED CONCRETE

REINFORCED CONCRETE PIPE

SAN FRANCISCO DEPARTMENT

PROPERTY LINE

RIGHT OF WAY

SQUARE FEET

SAN FRANCISCO

**SPECIFICATIONS** 

SIDE SEWER

OF PUBLIC WORKS

STORM WATER INLET

VITRIFIED CLAY PIPE

SOUTH

**SLOPE** 

STREET

STANDARD

THROUGH

**TYPICAL** 

VERTICAL

WEST

WITH

WITHOUT

NOT TO SCALE

ON CENTER

LINEAR FEET

MAXIMUM

MANHOLE

MINIMUM

NORTH

HORIZONTAL

HIGHWAY

INVERT

**EQUAL** 

**EAST** 

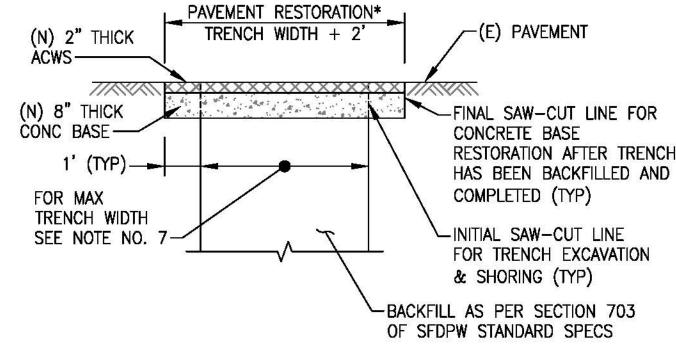
CHANGE

BRICK

ASPHALT CONCRETE WEARING SURFACE

GENERAL NOTES

- NUMBER AND LOCATIONS OF SIDE SEWER CONNECTIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY SIDE SEWER CONNECTIONS IN THE FIELD.
- 2. ALL GROUND SURFACE ELEVATIONS AND INVERT ELEVATIONS TO BE CONFORMED ARE APPROXIMATE.
- ELEVATIONS ARE IN REFERENCE TO S.F. CITY DATUM.
- 4. IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE SECTION 3300, A BID SUBMITTED TO A PUBLIC AGENCY BY A CONTRACTOR WHO IS NOT LICENSED IN ACCORDANCE WITH CHAPTER 9 OF THE BUSINESS AND PROFESSIONS CODE SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED BY THE PUBLIC AGENCY.
- 5. AT THE TIME THIS CONTRACT IS BID, THE CONTRACTOR SHALL POSSESS A STATE OF CALIFORNIA CLASS "A" GENERAL ENGINEERING CONTRACTOR'S LICENSE.
- 6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN EXCAVATION PERMIT FROM SFDPW-STREET CONSTRUCTION COORDINATION CENTER LOCATED AT 1155 MARKET STREET, 3RD FLOOR.
- 7. MAXIMUM TRENCH WIDTH SHALL BE THE LARGER OUTSIDE DIMENSION OF THE NEW OR EXISTING SEWER/STRUCTURE PLUS 1.5 FEET ON EACH SIDE.
- 8. ALL NEW VCP AND RCP MAIN SEWERS SHALL BE CONSTRUCTED ON CRUSHED ROCK BEDDING PER DETAIL SHOWN BELOW UNLESS OTHERWISE NOTED
- 9. PIPE LENGTH SHOWN IN PROFILE INDICATES HORIZONTAL DISTANCE EXCLUDING INSIDE DIMENSION OF EACH SEWER MANHOLE/STRUCTURE
- 10. AFTER SEWER WORK HAS BEEN COMPLETED, THE CONTRACTOR SHALL CLEAN ALL CATCHBASINS SHOWN ON SW-DRAWINGS AND REPLACE CAST IRON WATER TRAP AS DIRECTED BY THE CITY REPRESENTATIVE.
- 11. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND BENCHMARKS LOCATED WITHIN THE CONTRACT LIMIT. CITY MONUMENTS LOCATED WITHIN 10 FEET OF TRENCH MUST BE REFERENCED PRIOR TO ANY DEMOLITION, AND A CORNER RECORD MUST BE FILED WITH THE COUNTY SURVEYOR'S OFFICE BY CONTACTING BUREAU OF STREET-USE AND MAPPING AT (415) 554-5829. THE MONUMENTS MUST BE REVISITED AFTER CONSTRUCTION HAS BEEN COMPLETED TO VERIFY THAT NO MOVEMENT HAS OCCURRED. IF MONUMENTS ARE NOT REFERENCED PRIOR TO CONSTRUCTION, THE CITY WILL CHARGE \$10,000 A PIECE TO THE CONTRACTOR FOR REESTABLISHING THE MONUMENT
- 12. PRIOR TO ABANDONING EXISTING SEWER FACILITIES, CONTRACTOR SHALL VERIFY THAT THERE ARE NO ACTIVE CONNECTIONS TO THESE FACILITIES. CONTRACTOR SHALL NOTIFY CITY REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES.
- 13. RIM ELEVATIONS OF PROPOSED SEWER MANHOLES SHALL CONFORM TO FINISHED ROADWAY ELEVATIONS.
- 14. CONTRACTOR SHALL VERIFY EXACT DIAMETER AND LENGTH OF EXISTING SEWER TO BE LINED PRIOR TO MANUFACTURING THE LINER.
- 15. SPRAY MORTAR SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 7 DAYS. FOR SURFACE PREPARATIONS AND ADDITIONAL REQUIREMENTS, REFER TO SPECIFICATION SECTION 33 33 00.
- 16. SIDE SEWER SHALL BE CONNECTED TO THE MAIN AT OR ABOVE THE SPRING LINE UNLESS OTHERWISE DIRECTED BY THE CITY REPRESENTATIVE.

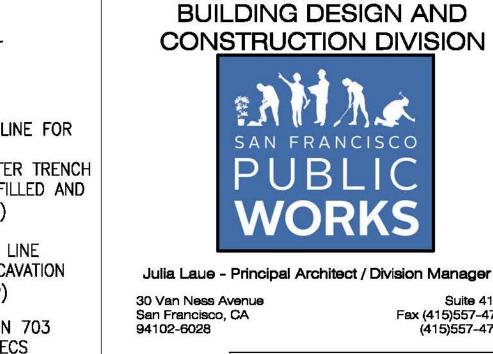


\*REFER TO R-DRAWINGS AND PR-DRAWINGS FOR LIMITS OF FINAL

PER EXCAVATION REGULATIONS, RESTORATION OF CONCRETE BASE MAY BE WIDER THAN SHOWN IN TRENCH RESTORATION DETAIL.

## TRENCH RESTORATION DETAIL FOR ASPHALT STREET

SCALE: NONE



**Division Circle Navigation Center** 

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DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

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**BUILDING DESIGN AND** 

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

Project

#### FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions
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#### Project Services Manager Landscape Architecture

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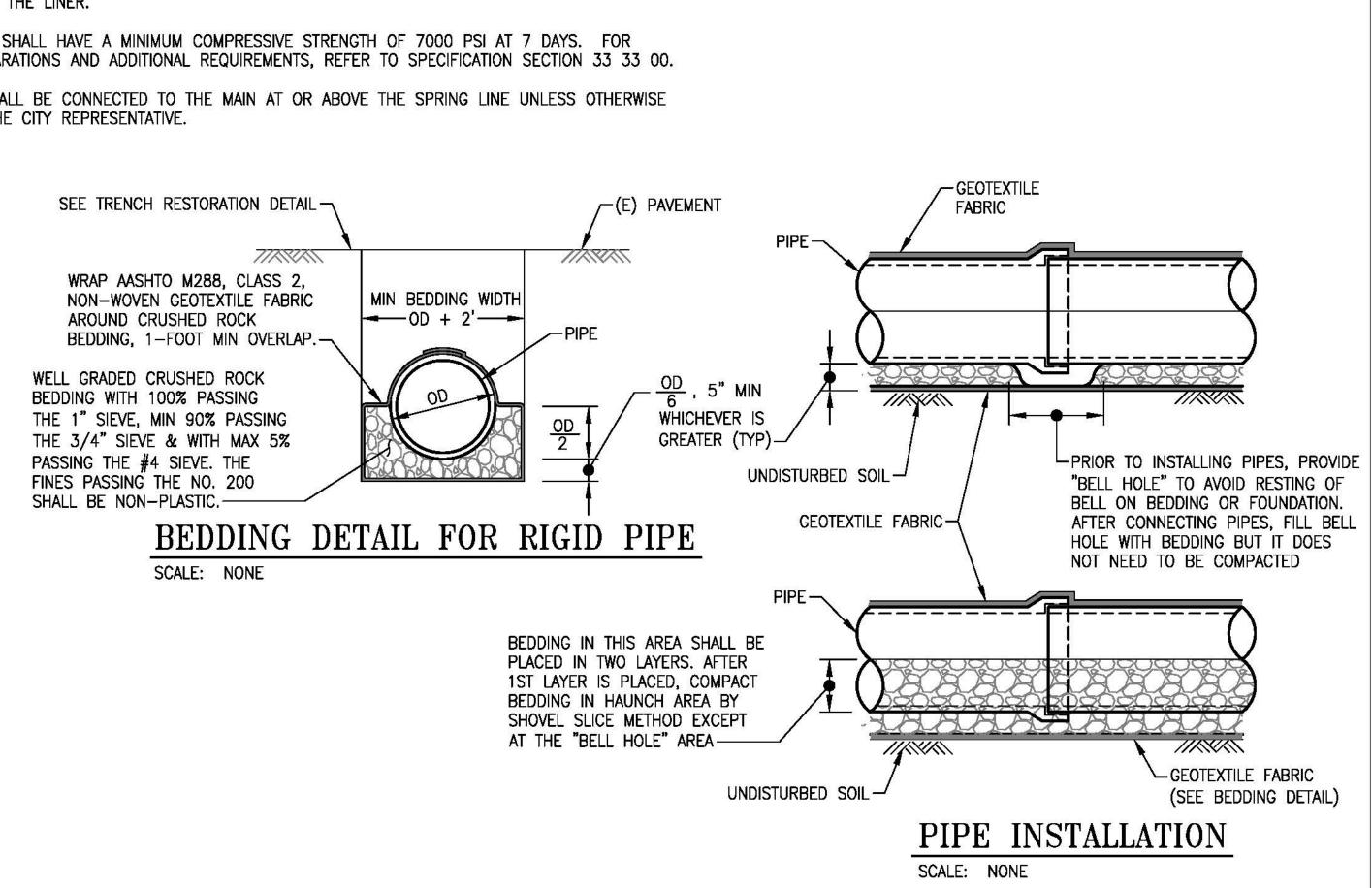
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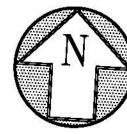
LEGEND, ABBREVIATIONS, **GENERAL NOTES AND DETAILS** 

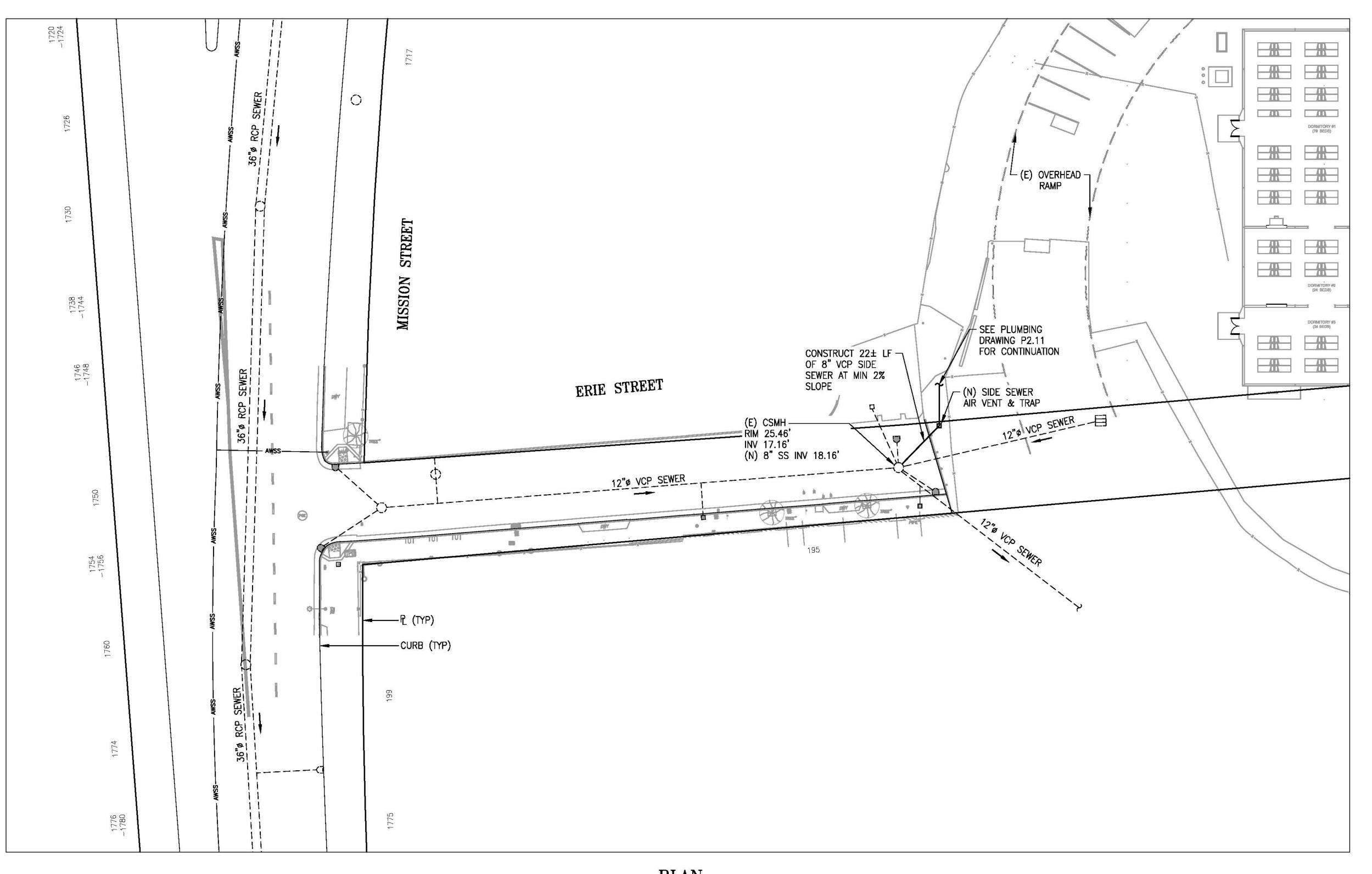
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PLAN
SCALE: 1"=20'

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



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Project

Division Circle Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

Consultant

FINAL DESIGN INTENT 02/21/2018

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Project Services Manager Landscape Architecture

Proj. Mgr.

Proj. Arch.

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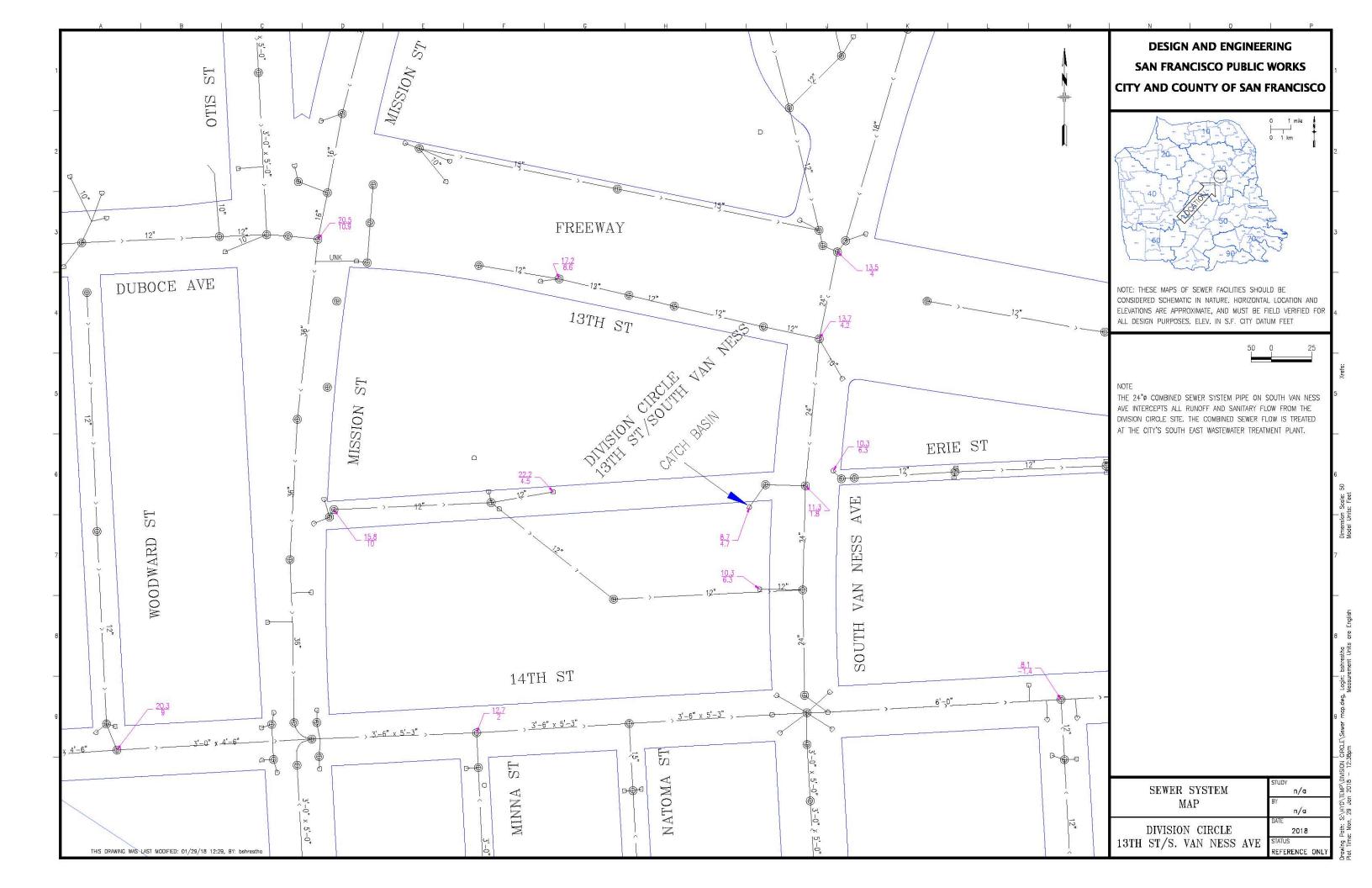
DRAINAGE PLAN

Sheet No.

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	AE	BREV	IATIONS			SYMBOLS A	ND LEG	END		GENERAL NOTES
ABBREV	DESCRIPTION	ABBREV	DESCRIPTION	SYMBOL	ABBREV	DESCRIPTION	SYMBOL	ABBREV	DESCRIPTION	1 LECENDS ADE CENEDIO STANDARDS AND MAY DEDICT
<u> </u>	AT CENTERLINE	ID IE	INSIDE DIAMETER or INSIDE DIMENSION INVERT ELEVATION	_		— DETAIL NUMBER		CR	CONCENTRIC REDUCER	1. LEGENDS ARE GENERIC STANDARDS, AND MAY DEPICT ITEMS NOT APPLICABLE TO THIS JOB.
Ø	DIAMETER, ROUND or PHASE	IFC	IN FURRED CEILING			— DRAWING NUMBER DETAIL TAG		ER	ECCENTRIC REDUCER	2. BACKGROUNDS ARE FOR CONCEPTUAL REFERENCE AND
ABV AD	ABOVE ACCESS DOOR or AREA DRAIN	IFS IFW	IN FURRED SPACE IN FURRED WALL			EQUIPMENT TYPE		UN	UNION	MAY NOT BE CURRENT. SEE APPROPRIATE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING DETAILS. PIPES
AFF AG	ABOVE FINISHED FLOOR ABOVE GRADE	IN INV	INCH INVERT	-		EQUIPMENT NUMBER EQUIPMENT TAG		FC	FLEXIBLE PIPE CONNECTOR	ROUTING IS SHOWN AS A GUIDE AND SHOULD BE FOLLOWED AS CLOSELY AS POSSIBLE BUT MAY BE
AMPS AP	AMPERES ACCESS PANEL	JS KW	JANITOR SINK KILOWATTS			)	10000I			MODIFIED AS NECESSARY TO MEET ACTUAL FIELD CONDITIONS AND INTERFERENCES. VERIFY WITH THE
ARCH AUTO	ARCHITECT or ARCHITECTURAL AUTOMATIC	LAV	LAVATORY	-		RISER TYPE RISER TAG RISER NUMBER		PG	PIPE GUIDE	PROJECT ARCHITECT/ENGINEER.
AVG RFI	AVERAGE BELOW	LBS LF	POUNDS LINEAR FEET	<u> </u>		SHEET NOTE TAG	X	PA	PIPE ANCHOR	3. VERIFY AT PROJECT SITE, EXACT SIZE, LOCATION, AND CLEARANCE OF EXISTING SERVICES.
BF BFP	BELOW FLOOR BACKFLOW PREVENTER	LG LVL	LENGTH LEVEL	<del></del>		DEMOLITION	— DCVA	DCVA	DOUBLE CHECK VALVE ASSEMBLY	4. VERIFY EXACT-INVERT ELEVATION OF POINTS OF
BG BOF	BELOW GRADE BOTTOM OF FOOTING	LWT M	LEAVING WATER TEMPERATURE WATER METER	//////// _— CTE			RPBP ===================================	RPBP	REDUCED PRESSURE BACKFLOW PREVENTER	CONNECTION TO EXISTING SERVICES PRIOR TO INSTALLATION OF NEW BRANCH, MAINS, OR SERVICE RELOCATION.
BHP BLDG	BRAKE HORSEPOWER BUILDING	MBH MECH	THOUSAND BTU PER HOUR MECHANICAL			THICK LINE REPRESENTS NEW WORK AND THIN LINE REPRESENTS EXISTING WORK	<del>\</del> \	RV	RELIEF VALVE	5. EXISTING EQUIPMENT PIPING ARE SHOWN ONLY WHERE
BS BSMT	BELOW SLAB BASEMENT	MFR MH	MANUFACTURER MANHOLE	<b>—</b>	POC	POINT OF CONNECTION	<del>¯</del> ¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯¯	PTRV	PRESSURE AND TEMPERATURE RELIEF VALVE	NECESSARY TO ESTABLISH RELATIONSHIP OR CONNECTION POINTS WITH NEW WORK. NOT ALL EXISTING PIPING AND
BTUH	BRITISH THERMAL UNIT BRITISH THERMAL UNIT PER HOUR	MIN MISC	MINIMUM MISCELLANEOUS	—— (E) ——	(E)	EXISTING LINE		NO	NORMALLY OPEN TYPE OF VALVE INDICATED	EQUIPMENT ARE SHOWN.
CAP	CAPACITY	MTD MXV	MOUNTED MIXING VALVE			PIPE RISER/PIPE UP	<b>———</b>	NC	NORMALLY CLOSED VALVE OF TYPE INDICATED	6. UPON REMOVAL OF EXISTING FIXTURES, REMOVE CONNECTED BRANCH PIPING AND CAP AT MAIN.
CAT CB	CATEGORY CATCH BASIN	(N) NA	NEW NOT APPLICABLE	<u> </u>		,		SOV	SHUT-OFF VALVE	7. INSTALL PIPING TO BEST SUIT FIELD CONDITIONS AND
CFF CFH	CAPPED FOR FUTURE CUBIC FEET PER HOUR	NIC NO	NOT IN CONTRACT NORMALLY OPEN	<del></del>		PIPE DROP/PIPE DOWN			SHUT-OFF VALVE RISER	COORDINATE WITH THE WORK OF OTHER TRADES. THE DRAWING ARE DIAGRAMMATIC AND SHALL NOT BE SCALED
CI CLG	CAST IRON CEILING	NTS O	NOT TO SCALE OPEN			BRANCH TOP PIPE CONNECTION	<b>}</b>	AV	ANGLE VALVE	FOR EXACT LOCATIONS.
CONC	CLEAN OUT CONCRETE	OC OPER	ON CENTER OPERATING			BRANCH BOTTOM PIPE CONNECTION		GV GV	GATE VALVE	8. THE GENERAL LAYOUT OF PIPING ON THE DRAWINGS INDICATES BRANCH RUNOUTS TERMINATED AT INDIVIDUAL
CONN	CONNECT or CONNECTION CONTINUATION	OPP ORD	OPPOSITE OVERFLOW ROOF DRAIN	~		PIPE CAPPED		GC	GAS COCK	GROUPS OF EQUIPMENT. THE PIPING SHALL BE CONSIDERED CONTINUOUS AND FINALLY CONNECTED TO ALL
COTG CTE	CLEAN OUT TO GRADE CONNECT TO EXISTING	Р	PUMP	_			——	PV	PLUGGED VALVE	EQUIPMENT.
DCW	DOMESTIC COLD WATER	PD PDI	POOL DRAIN PLUMBING AND DRAINAGE INSTITUTE PHASE			FLOW IN DIRECTION OF ARROW		CV	CHECK VALVE	9. ALL REFERENCES TO BRAND NAMES OR TRADE NAMES ON THIS SHEET INCLUDES THE PHRASE "OR EQUAL." SEE
DCDA DHW	DOUBLE CHECK DETECTOR DOMESTIC HOT WATER DOMESTIC HOT WATER RETURN	PH POC PRV	POINT OF CONNECTION PRESSURE REDUCING VALVE			PIPE SLOPE DOWN IN DIRECTION OF ARROW		SCV	SILENT CHECK VALVE	SECTIONS 106.12 AND 106.13 OF THE STANDARD
DIA	DIAMETER DIMENSION	PSI PSIG	POUNDS PER SQUARE INCH POUNDS PER SQUARE INCH GAUGE	~		LINE CONTINUED		PRV	PRESSURE REDUCING VALVE	SPECIFICATIONS.
DIM DN DS	DOWN DOWNSPOUT	QTY	QUANTITY QUANTITY			PIPING OF TYPE INDICATED BELOW FLOOR		SV	SOLENOID VALVE	10. ALL ITEMS NOT LABELLED AS EXISTING SHALL BE BID AND INSTALLED AS NEW.
DTL DWG	DETAIL DRAWING	RCP RD	RADIANT CONTROL PANEL ROOF DRAIN			OR BELOW GRADE		SGV	SEISMIC GAS SHUT-OFF VALVE	11. ALL DEMOLISHED ITEMS SHALL BE REMOVED AND DISPOSED
DWV	DRAINAGE WASTE AND VENT	REF REQD	REFERENCE REQUIRED			PIPING OF TYPE INDICATED ABOVE FLOOR OR ABOVE CEILING	—————————————————————————————————————	BLV	BALANCING VALVE	OF AS THE CONTRACTOR'S PROPERTY UNLESS OTHERWISE NOTED.
(E) EA	EXISTING EACH	RM RPM	ROOM REVOLUTIONS PER MINUTE	—— SS ——	SS	SANITARY SEWER OR WASTE PIPING		MV	MIXING VALVE	
EEW EFF%	EMERGENCY EYE WASH EFFICIENCY (PERCENTAGE)	RS RW	RELIEF SWITCH (HARVESTED) RAINWATER		V	SANITARY VENT	P	FS	FLOW SWITCH	
ELEC EL	ELECTRIC or ELECTRICAL ELEVATION	RWP S	(HARVESTED) RAINWATER PUMP SEWER	—— SD ——	SD	STORM DRAIN PIPING	→ <del></del>	PS	PRESSURE SWITCH	
ENGR EQ	ENGINEER EQUAL	SAD SCHED	SEE ARCHITECTURAL DRAWINGS SCHEDULE	—— OFD ——	OFD	OVERFLOW STORM DRAIN PIPING	•	AST WHA	AQUASTAT WATER HAMMER ARRESTER	
EQPT ET	EQUIPMENT EXPANSION TANK	SD SF	STORM DRAIN SQUARE FEET				+	HB	HOSE BIBB	
EWH EWT	ELECTRIC WATER HEATER ENTERING WATER TEMPERATURE	SFD SHT	SEE FIRE PROTECTION DRAWINGS SHEET	—— CD ——	CD	CONDENSATE DRAIN PIPING			PUMP	
(F) °F	FUTURE DEGREE FAHRENHEIT	SJ SK	SEISMIC JOINT SINK		DCW	DOMESTIC COLD WATER PIPING	<b>S</b>		BLIND FLANGE	
FAVT FC	FRESH AIR VENT TRAP FLEXIBLE CONNECTION	SL SLAD	SLOPE SEE LANDSCAPE ARCHITECT DRAWINGS		DHW	DOMESTIC HOT WATER PIPING	—— <del>↓</del>	BV	BALANCING VALVE — DHW	
FCO FD	FLOOR CLEANOUT FLOOR DRAIN	SMD SP	SEE MECHANICAL DRAWINGS  SWIMMING POOL		DHWR	DOMESTIC HOT WATER RETURN PIPING	— LPS — HPS —		LOW PRESSURE STEAM	
FF FIN	FINISHED FLOOR FINISHED	SPECS SQ	SPECIFICATIONS SQUARE		RW	(HARVESTED) RAINWATER	— HPS — — CHS —		HIGH PRESSURE STEAM CHILLED WATER SUPPLY	
FLA FLR	FULL LOAD AMPS FLOOR	SS SSK	SANITARY SEWER SERVICE SINK	TW	TW	DOMESTIC TEMPERED WATER PIPING	— CHR —		CHILLED WATER RETURN	
FPS FRE	FEET PER SECOND FIRE RATED ENCLOSURE	SST STRUCT	STAINLESS STEEL STRUCTURAL				— CR — — — — — — — — — — — — — — — — — —		CONDENSATE RETURN DRAIN	
FT FU	FEET FIXTURE UNIT	SYST	SYSTEM	—— G ——	G	GAS PIPING — LOW PRESSURE		TF	TEST FITTING	
GA GAL	GAUGE GALLONS	TD TDH	TRENCH DRAIN TOTAL DYNAMIC HEAD	—— TP ——	TP	TRAP PRIMER PIPING		TH	THERMOMETER	
GALV GC	GALVANIZED GENERAL CONTRACTOR	TEMP TP	TEMPERATURE TRAP PRIMER or TOTAL PRESSURE		AD/FD	AREA DRAIN/FLOOR DRAIN		GLV	GLOBE VALVE	
GEN GND	GENERAL GROUND	TYP	TYPICAL		RD/ORD	ROOF DRAIN/OVERFLOW ROOF DRAIN	<b>中</b>	FCV	FLOW CONTROL VALVE	
GPF GPH	GALLONS PER FLUSH GALLONS PER HOUR	UG UON UR	UNDERGROUND UNLESS OTHERWISE NOTED		,	,		MGV	GATE VALVE W/ MOTORIZED ACTUATOR	
GPM GRD	GALLONS PER HOUR  GALLONS PER MINUTE  GRADE	υ <b>κ</b>	URINAL SANITARY VENT or VOLTS	<u> </u>	RR	ROOF RECEPTOR	— MW —	MW	MAKE-UP WATER	
GSM GWH	GALVANIZED SHEET METAL GAS—FIRED WATER HEATER	VEL VIF	VELOCITY VERIFY IN FIELD		FS	FLOOR SINK — LESS GRATE		A	COMPRESSED AIR PIPING	
HC	HANDICAPPED or HEATING COIL	VOL VR	VOLUME VENT RISE		FS	FLOOR SINK — HALF GRATE		S	SOIL OR WASTE PIPE ABOVE GRADE	
HD	HEAD or HUB DRAIN HORSEPOWER	VTR W	VENT THROUGH ROOF WASTE or WATTS		FS	FLOOR SINK — FULL GRATE	<b>\</b>	S	SOIL OR WASTE PIPE BELOW GRADE	
HP	HOUR	WC.	WATER CLOSET	шш						
HP HR HT	HEIGHT or HEAT TRACE	wčo l		_	F00 /000	FLOOD OLEMOUT /ODADE OLEMOUT				l l
HP HR HT HTR HZ	HEIGHT or HEAT TRACE HEATER HERTZ	WC WCO WH WHA	WALL CLEANOUT WATER HEATER or WALL HYDRANT WATER HAMMER ARRESTER	•	FCO/GCO	FLOOR CLEANOUT/GRADE CLEANOUT				

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

# BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

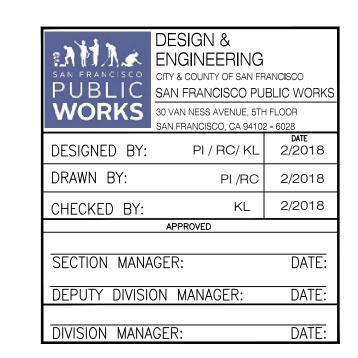
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Project

Division Circle Navigation Center

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Consultant



### FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions

Project Services Manager Landscape Architecture

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PLUMBING ABBREV. LEGEND, AND GENERAL NOTES

Sheet No.

P0.01

Scale: AS INDICATED

Job No. 8722A

### GENERAL NOTES GENERAL NOTES (CONT.)

- 1. LEGENDS ARE GENERIC STANDARDS, AND MAY DEPICT ITEMS NOT APPLICABLE TO THIS JOB.
- 2. BACKGROUNDS ARE FOR CONCEPTUAL REFERENCE AND MAY NOT BE CURRENT. SEE APPROPRIATE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING DETAILS. PIPE ROUTING IS SHOWN AS A GUIDE AND SHOULD BE FOLLOWED AS CLOSELY AS POSSIBLE BUT MAY BE MODIFIED AS NECESSARY TO MEET ACTUAL FIELD CONDITIONS AND INTERFERENCES. VERIFY WITH THE PROJECT ARCHITECT/ENGINEER.
- 3. VERIFY AT PROJECT SITE, EXACT SIZE, LOCATION, AND CLEARANCE OF EXISTING SERVICES.
- 4. VERIFY EXACT—INVERT ELEVATION OF POINTS OF CONNECTION TO EXISTING SERVICES PRIOR TO INSTALLATION OF NEW BRANCH, MAINS, OR SERVICE RELOCATION.
- 5. EXISTING EQUIPMENT PIPING ARE SHOWN ONLY WHERE NECESSARY TO ESTABLISH RELATIONSHIP OR CONNECTION POINTS WITH NEW WORK, NOT ALL EXISTING PIPING AND EQUIPMENT ARE SHOWN.
- 6. UPON REMOVAL OF EXISTING FIXTURES, REMOVE CONNECTED BRANCH PIPING AND CAP AT MAIN.
- 7. INSTALL PIPING TO BEST SUIT FIELD CONDITIONS AND COORDINATE WITH THE WORK OF OTHER TRADES. THE DRAWING ARE DIAGRAMMATIC AND SHALL NOT BE SCALED FOR EXACT LOCATIONS.
- 8. ALL REFERENCES TO BRAND NAMES OR TRADE NAMES ON THIS SHEET INCLUDES THE PHRASE "OR EQUAL." SEE SECTIONS 106.12 AND 106.13 OF THE STANDARD SPECIFICATIONS.
- 9. ALL ITEMS NOT LABELLED AS EXISTING SHALL BE BID AND INSTALLED AS NEW.
- 10. ALL DEMOLISHED ITEMS SHALL BE REMOVED AND DISPOSED OF AS THE CONTRACTOR'S PROPERTY UNLESS OTHERWISE NOTED.
- 11. COORDINATE INSTALLATION OF UTILITIES WITH SIDEWALK REPLACEMENT.
  ALIGN TOP OF UTILITIES BOXES WITH TOP OF NEW SIDEWALK.
  UTILITY BOXES SHALL BE INSTALLED PARALLEL AND SQUARE TO SIDEWALK CURB AND BUILDING.
- 12. PLUMBING SYSTEMS SHALL COMPLY WITH THE FOLLOWING CODES AND STANDARDS:
- A. CITY AND COUNTY OF SAN FRANCISCO BUILDING CODE, 2016 EDITION.
- B. NFPA 30 "FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE".
- C. NFPA 31 "STANDARD FOR THE INSTALLATION OF OIL BURNING EQUIPMENT".
- D. NFPA 37 "STANDARD FOR THE INSTALLATION AND USE OF STATIONARY COMBUSTION ENGINES AND TURBINES.
- E. NFPA 54 "NATIONAL FUEL GAS CODE".
- F. CALIFORNIA TITLE 24, ADA REQUIREMENTS, AND CITY AND COUNTY OF SAN FRANCISCO ACCESSIBILITY STANDARDS FOR DISABLED ACCESS
- 14. FAUCETS, PIPES, VALVES AND PLUMBING FITTINGS SHALL BE "LEAD FREE" AND RECEIVE CERTIFICATION FROM AN INDEPENDENT, ANSI APPROVED, THIRD PARTY TESTING ORGANIZATION. THIS REQUIRES THAT FAUCETS, PIPES, VALVES, FITTINGS, AND ETC. INTENDED TO DISPENSE WATER FOR HUMAN CONSUMPTION MUST NOT EXCEED A TOTAL WEIGHTED AVERAGE OF 0.25% MAXIMUM LEAD CONTENT. PRODUCTS SHALL BE AB1953 AND NSF-61 ANNEX G CERTIFIED.
- 15. ALL MATERIALS USED IN PLUMBING PRODUCTS, SUCH AS SEALS AND GASKETS THAT COME IN CONTACT WITH WATER, SHALL BE OF A CHLORAMINE RESISTANT MATERIAL THESE MATERIALS SHALL BE A HIGH QUALITY RUBBER (SYNTHETIC POLYMER) OR EPDM FOR ALL WETTED COMPONENTS, MATERIALS SHALL BE NSF61 CERTIFIED FOR POTABLE WATER USE.
- 16. THE GENERAL LAYOUT OF PIPING SHOWN ON THE DRAWINGS INDICATES BRANCH RUNOUTS TERMINATED AT INDIVIDUAL OR GROUPS OF PLUMBING FIXTURES AND EQUIPMENT. THE PIPING SHALL BE CONSIDERED CONTINUOUS AND FINALLY CONNECTED TO THE PLUMBING FIXTURE(S) AND EQUIPMENT. SEE PLUMBING FIXTURE SCHEDULE FOR ROUGH—IN PIPE SIZES TO INDIVIDUAL PLUMBING FIXTURES.

# 17. DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER ELEMENTS WHICH MAY BE REQUIRED. THE DRAWINGS SHOW THE GENERAL ARRANGEMENT OF EQUIPMENT, PIPING ETC. AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL BUILDING CONSTRUCTION AND THE WORK OF OTHER TRADES WILL

PERMIT. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY

ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.

- 18. FOR ANY CONFLICT IN THE DRAWINGS AND/OR SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. ANY SUCH CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR RESOLUTION PRIOR TO THE CONSTRUCTION OF SUCH ITEMS.
- 19. FURNISH AND INSTALL ANY INCIDENTAL WORK NOT SHOWN OR SPECIFIED WHICH IS NECESSARY TO PROVIDE A COMPLETE AND WORKABLE SYSTEM.
- 20. CLOSELY COORDINATE WORK WITH ALL TRADES.
- 21. FOR EXACT LOCATIONS OF PLUMBING FIXTURES, SEE ARCHITECTURAL DRAWINGS.
- 22. FOR EXACT LOCATIONS OF FLOOR DRAINS, FLOOR SINKS AND ROOF DRAINS, SEE ARCHITECTURAL DRAWINGS AND DETAILS.
- 23. FOR PIPING PENETRATING THROUGH, UNDER AND PARALLEL TO GRADE BEAMS, TIE BEAMS AND FOOTINGS, SEE STRUCTURAL DETAILS. FOR PIPE INSTALLATION OTHER THAN SHOWN ON STRUCTURAL DETAILS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
- 24. LOCATIONS OF ALL PIPE PENETRATIONS THROUGH EXISTING AND NEW BEAMS, CONCRETE WALLS AND FLOORS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
- 25. PROVIDE STEEL PIPE SLEEVES WHERE PIPES PASS THROUGH NEW CONCRETE SHEAR WALLS. CORE DRILL WHERE PIPES PASS THROUGH EXISTING CONCRETE WALLS. REFER TO STRUCTURAL DRAWINGS AND STRUCTURAL DETAILS FOR PIPE SLEEVE REQUIREMENTS. REFER TO STRUCTURAL DRAWINGS FOR CLEARANCE REQUIREMENTS BETWEEN SLEEVES AND PIPES.
- 26. ALL PLUMBING EQUIPMENT SHALL BE SECURELY FASTENED TO THE BUILDING STRUCTURE.
- 27. ALL PIPING SHALL BE CONCEALED WHERE POSSIBLE. EXPOSED PIPING ONLY ALLOWED WHERE SHOWN ON THE DRAWINGS.
- 28. KEEP ALL PIPING AS HIGH AS POSSIBLE TO STRUCTURE ABOVE AND OFFSET AS REQUIRED.
- 29. INSTALL ACCESS PANELS IN ALL NON-ACCESSIBLE CEILINGS AND WALLS FOR ACCESS TO VALVES, CLEANOUTS AND OTHER MAINTENANCE ITEMS. REFER TO ARCHITECTURAL PLANS FOR TYPE OF CEILINGS AND WALLS. INSTALL FIRE RATED ACCESS PANELS IN FIRE RATED CEILINGS AND WALLS. COORDINATE WITH GENERAL CONTRACTOR FOR LOCATIONS OF ACCESS PANELS.
- 30. WHERE MAIN PIPE SIZE IS NOT INDICATED BETWEEN BRANCH CONNECTIONS IN THE DRAWING, THE PIPE SIZE SHALL BE OF THE LARGER PRECEDING PIPE SIZE.
- 31. ALL VALVES AND ACCESSORIES SHALL BE FULL LINE SIZE. PROVIDE ALL NECESSARY UNIONS, REDUCERS AND STOPS REQUIRED WHEN CONNECTING TO EACH FIXTURE AND/OR EQUIPMENT.
- 32. PROVIDE CLEANOUTS ON DRAINAGE LINES IN ACCORDANCE WITH THE PLUMBING CODE AND AS INDICATED ON THE DRAWINGS.
- 33. ALL HORIZONTAL STORM DRAINAGE PIPING WITHIN BUILDING FOOTPRINT SHALL BE SLOPED AT 1/4" PER FOOT UNLESS OTHERWISE NOTED ON THE DRAWING.
- 34. ALL HORIZONTAL SANITARY WASTE PIPING WITHIN THE BUILDING FOOTPRINT SHALL BE SLOPED AT 1/4" PER FOOT UNLESS OTHERWISE NOTED ON THE DRAWING.
- 35. PROVIDE INDIVIDUAL SHUT-OFF VALVE/SUPPLY STOP TO ALL PLUMBING FIXTURES AND EQUIPMENT.
- 36. SET RIMS OF FLOOR SINKS FLUSH WITH FINISHED FLOOR, UNLESS OTHERWISE NOTED.

### GENERAL NOTES (CONT.)

37. ALL FLOOR MOUNTED PLUMBING EQUIPMENT SHALL BE ON CONCRETE HOUSEKEEPING PADS. THE HOUSEKEEPING PADS SHALL BE AT LEAST 6" WIDER ON ALL SIDES THAN THE EQUIPMENT THEY SUPPORT AND SHALL BE A MINIMUM 6" THICK. MAKE ALLOWANCE FOR EQUIPMENT ANCHOR BOLT DISTANCES FROM EDGE OF PAD. COORDINATE HOUSEKEEPING PAD LOCATIONS AND SIZES WITH ALL TRADES. REFER TO STRUCTURAL DRAWINGS FOR DETAILS ON HOUSEKEEPING PADS.

### SEISMIC BRACING NOTES

- 1. PIPE SUPPORTS, ANCHORAGES AND SEISMIC BRACINGS FOR PLUMBING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS IF THE 2016 CALIFORNIA BUILDING CODE. REFER TO STRUCTURAL ENGINEERING DRAWINGS AND MECHANICAL SPECIFICATION SECTION 22 05 29 HANGERS AND SUPPORTS FOR PLUMBING FOR DETAIL REQUIREMENTS.
- 2. CONTRACTOR SHALL RETAIN STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA TO PROVIDE DESIGNS AND ENGINEERING FOR PLUMBING SYSTEMS AND EQUIPMENT SUPPORTS, ANCHORAGE AND SEISMIC BRACING REQUIRED BY THE PROJECT. CONTRACTOR SHALL REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL INFORMATION OF THE BUILDING. CONTRACTOR SHALL REFER TO PLUMBING DRAWINGS FOR GENERIC PLUMBING SYSTEMS DETAIL FOR REFERENCE THAT DEPICTS THE DESIGN INTENTS REQUIRED BY THE PROJECT. SIZES SHOWN ON DRAWINGS REPRESENT MINIMUM SIZE ONLY. ADEQUACY TO BE VERIFIED AND FINAL DESIGN AND ENGINEERING TO BE PROVIDED BY THE CONTRACTOR.
- 3. CONTRACTOR SHALL PROVIDE ADDITIONAL FRAMING MEMBERS AS REQUIRED TO DISTRIBUTE APPLIED LOADS TO BUILDING STRUCTURE.
- 4. CONTRACTOR SHALL SUBMIT, PRIOR TO INSTALLATION, SEISMIC BRACING, PIPE SUPPORTS AND ANCHORAGE LOAD CALCULATIONS AND SHOP DRAWINGS WITH INSTALLATION DETAILS FOR EQUIPMENT, CONDUITS, PIPING AND EQUIPMENT AND PLUMBING SYSTEM ANCHORAGES, SEISMIC BRACING, SEISMIC BRACING CONNECTION DETAIL(S), SEISMIC BRACING CONNECTION TO STRUCTURE DETAIL(S) AND SEISMIC BRACING SPACING LAY—OUT DRAWINGS FOR REVIEW AND APPROVAL. ALL SUBMITTALS INCLUDING DRAWINGS AND CALCULATIONS SHALL BE STAMPED AND SIGNED BY STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA.
- 5. ARCHITECT/ENGINEER WILL REVIEW PROPOSED LOADS TO STRUCTURE BASED UPON SUBMITTED INFORMATION. BASED UPON THIS REVIEW, MODIFICATION TO ANCHORAGE DETAILS MAY BE REQUIRED SO THAT THE BUILDING STRUCTURE IS NOT OVERLOADED.

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
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BUILDING DESIGN AND CONSTRUCTION DIVISION

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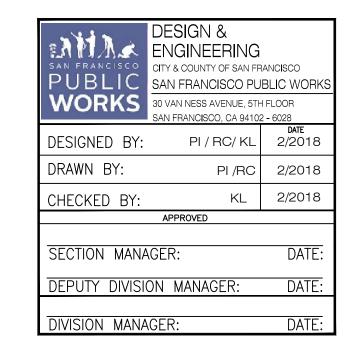
Project

94102-6028

Division Circle
Navigation Center

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	No.	Date	Revisions
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Project Services Manager Landscape Architecture

Section Head

LG
Proj. Mgr.

N/A
Proj. Arch.

AS
Drawn

DL
Date

02/21/2018
Phase

Drawing Title

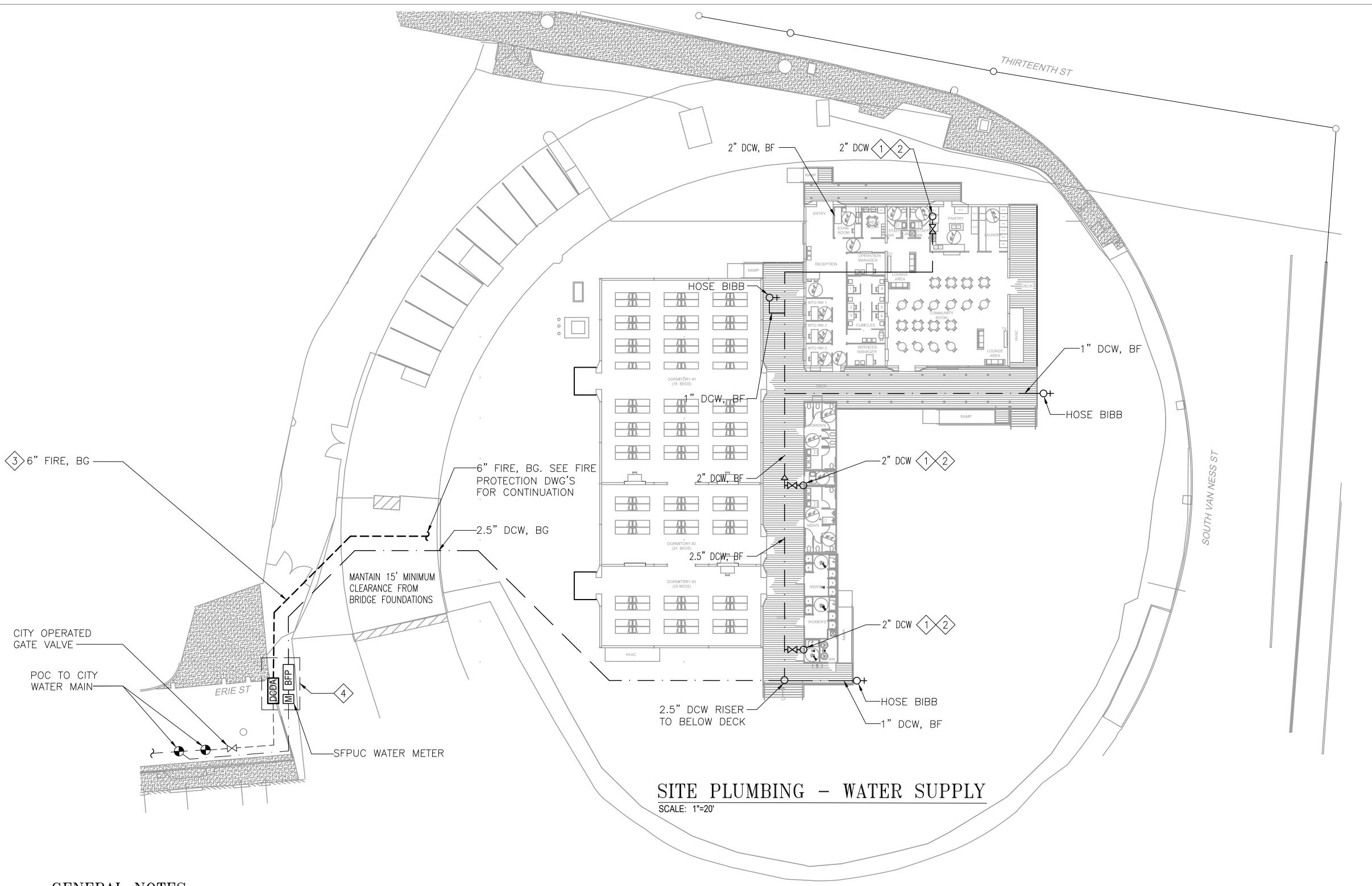
PLUMBING GENERAL NOTES

Sheet No.

P0.02

Scale: AS INDICATED

Job No. 8722A



### GENERAL NOTES:

- 1. DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER ELEMENTS WHICH MAY BE REQUIRED. THE DRAWINGS SHOW THE GENERAL ARRANGEMENT OF PIPING, EQUIPMENT, FIXTURES, ETC AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL BUILDING CONSTRUCTION AND THE WORK OF OTHER TRADES WILL PERMIT. THE CONTRACTOR SHALL PERFORM A THOROUGH FIELD SURVEY OF THE (E) SITE CONDITIONS AND FEATURES PRIOR TO BID, AND THE CONTRACTOR SHALL PROVIDE ALL NECESSARY OFFSETS, BENDS AND ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION AT NO ADDITIONAL COST TO THE CITY.
- 2. THE BOTTOM OF THE DCW PIPE, AT ALL POINTS, SHALL HAVE AT LEAST 12 INCHES ABOVE THE TOP OF THE SEWER OR DRAIN LINE, AND AT LEAST LEAST 12" AWAY FROM THE SEWER LINE OR DRAIN LINE PER PLUMBING CODE.
- 3. FAUCETS, PIPES, VALVES AND PLUMBING FITTINGS SHALL BE "LEAD FREE" AND RECEIVE CERTIFICATION FROM AN INDEPENDENT, ANSI APPROVED, THIRD PARTY TESTING ORGANIZATION. THIS REQUIRES THAT FAUCETS, PIPES, VALVES, FITTINGS AND ETC. INTENDED TO DISPENSE WATER FOR HUMAN CONSUMPTION MUST NOT EXCEED A TOTAL WEIGHTED AVERAGE OF 0.25% MAXIMUM LEAD CONTENT. PRODUCTS SHALL BE AB1953 AND NSF-61 ANNEX G CERTIFIED.
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- SANITARY SEWER, STORM DRAIN AND VENT PIPING SHALL BE CAST IRON PIPE; CISPI 301, HUBLESS. JOINTS SHALL BE ASTM C564, NEOPRENE GASKETS, AND STAINLESS STEEL CLAMP—AND—SHIELD ASSEMBLIES.
- 6. DCW WATER PIPING BELOW GRADE SHALL BE COPPER TUBING: ASTM B88, TYPE K HARD DRAWN. ABOVE GROUND PIPING SHALL BE COPPER ASTM B88 TYPE L. FITTINGS SHALL BE ASME B16.18, CAST BRONZE OR ASTM B16.22, WROUGHT COPPER AND BRONZE. JOINTS SHALL BE ASTM B32, GRADE 5A, IAPMO, LEAD FREE SOLDER.
- 7. ALL PIPE, TUBE AND FITTINGS CARRYING WATER USE IN POTABLE WATER SYSTEMS SHALL MEET THE REQUIREMENTS OF NSF61, AND SHALL BE LEAD FREE PER CALIFORNIA STATE DEPARTMENT OF HEALTH AND SAFETY CODE SECTION 116875.

### SHEET NOTES:

- STUB OUT FOR TRAILER/
  WAREHOUSE/MODULAR BUILDING
  CONNECTION. THIS IS AN APPROXIMATE
  LOCATION. IT IS THE CONTRACTOR'S
  RESPONSIBILITY TO VERIFY IN THE
  FIELD AND COORDINATE WITH OTHER
  TRADES TO AVOID CONFLICTS PRIOR TO
  INSTALLATION OF ANY UNDERGROUND
  AND ABOVE GROUND PIPING.
- 2" CW WITH ISOLATION SHUT-OFF VALVE. INSTALL A DIAPHRAGM TYPE WATER HAMMER ARRESTER FOR THE BUILDING. UNIT SHALL BE SIZED PER FIXTURE COUNTS PER PLUMING CODE.
- 5 FIRE LINE SHALL HAVE MINIMUM 3'-0"
  SOIL COVERAGE PER NFPA 24. SEE DWG
  F-6.00 FOR FIRE PROTECTION DETAILS.
- 4 UTILITY PAD WITH BACKFLOW PREVENTER, SFPUC WATER METER, DOUBLE CHECK DETECTOR ASSEMBLY (DCDA), WATER FLOW DETECTOR, MAIN DRAIN VALVE AND OS&Y VALVE WITH SUPERVISORY SWITCH. SEE DWG F-6.00 FOR FIRE PROTECTION DETAILS.

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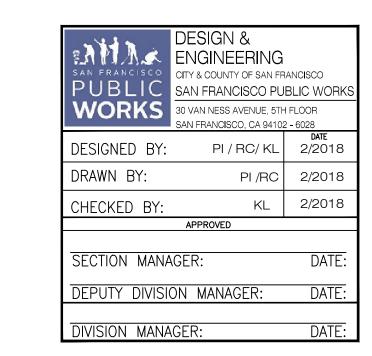
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### FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions

### Project Services Manager Landscape Architecture

Section Hea	ıd
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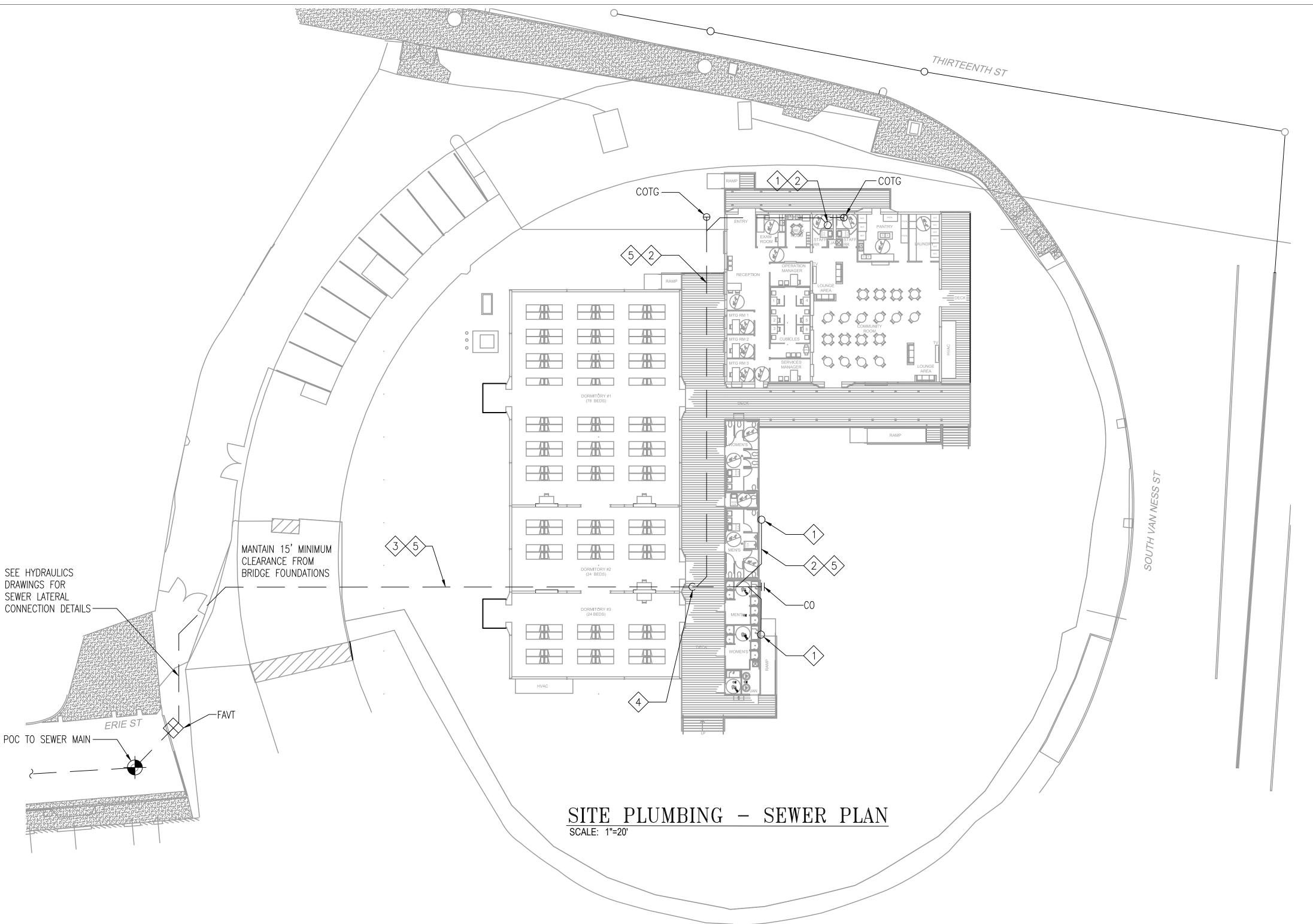
SITE PLUMBING WATER SUPPLY

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Scale: AS INDICATED

Job No. 8722A



### GENERAL NOTES:

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### SHEET NOTES:

<1> STUB OUT FOR TRAILER/ WAREHOUSE/MODULAR BUILDING CONNECTION. THIS IS AN APPROXIMATE LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY IN THE FIELD AND COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS PRIOR TO INSTALLATION OF ANY UNDERGROUND AND ABOVE GROUND PIPING

2 6" WASTE, BF

3 8" WASTE, BG

4 8" WASTE PIPE DROP TO BG.

5 WASTE PIPE SHALL HAVE 1/4" PER FOOT

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

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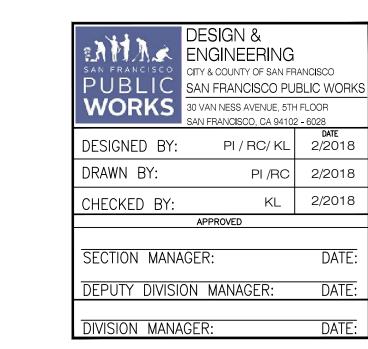
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No.	Date	Revisions

### Project Services Manager Landscape Architecture

Section Hea	d
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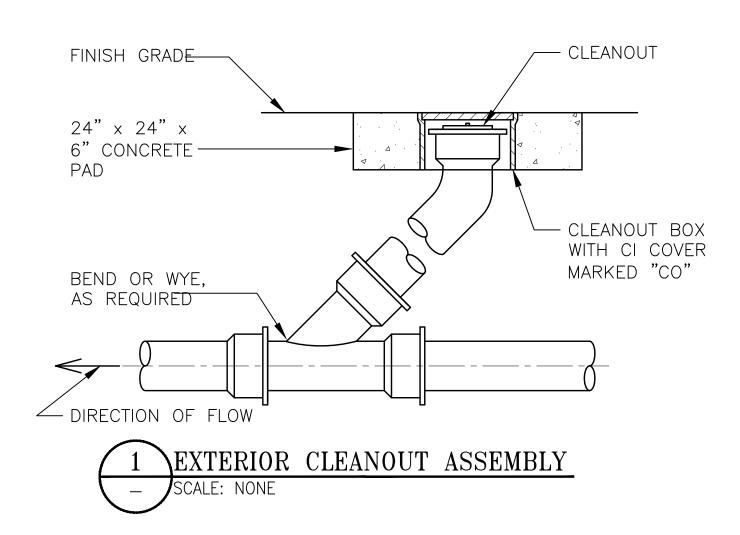
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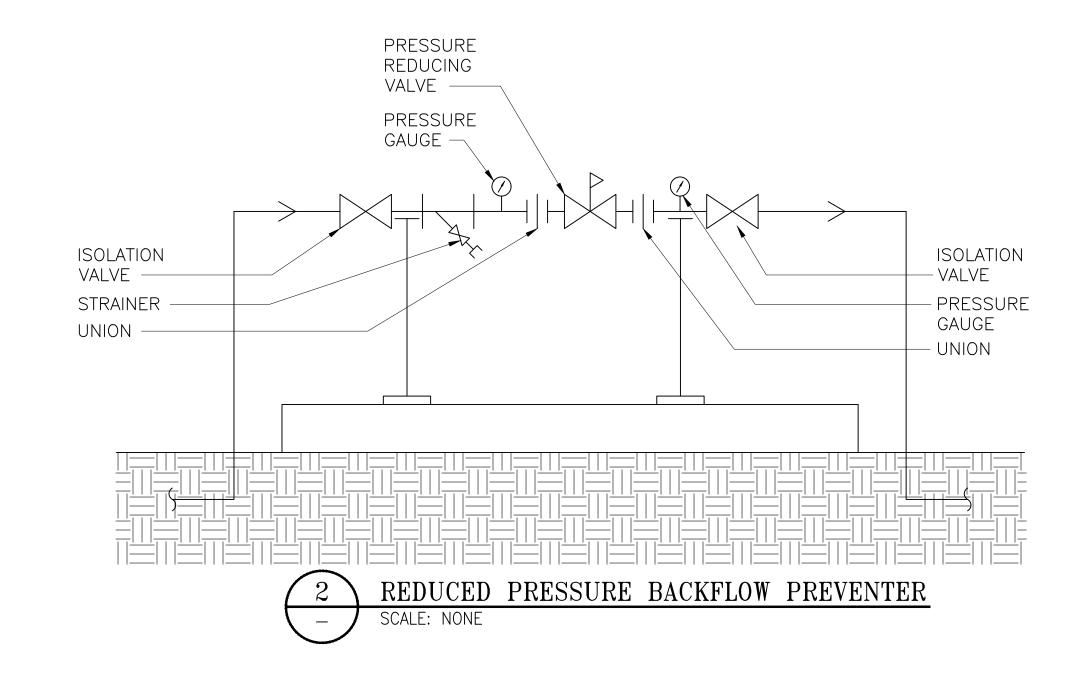
SITE PLUMBING SEWER PLAN

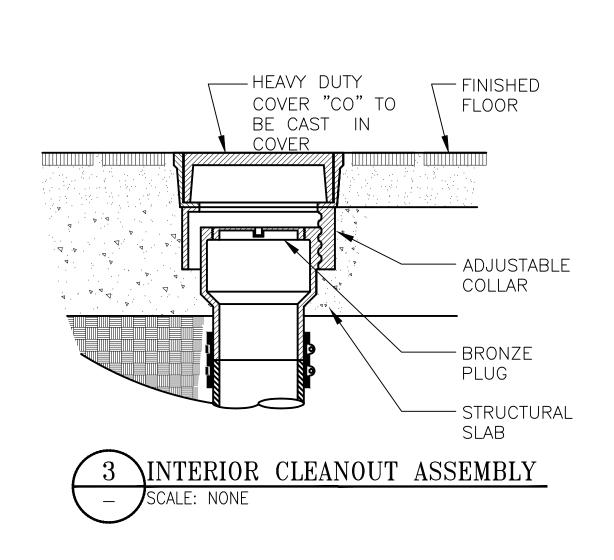
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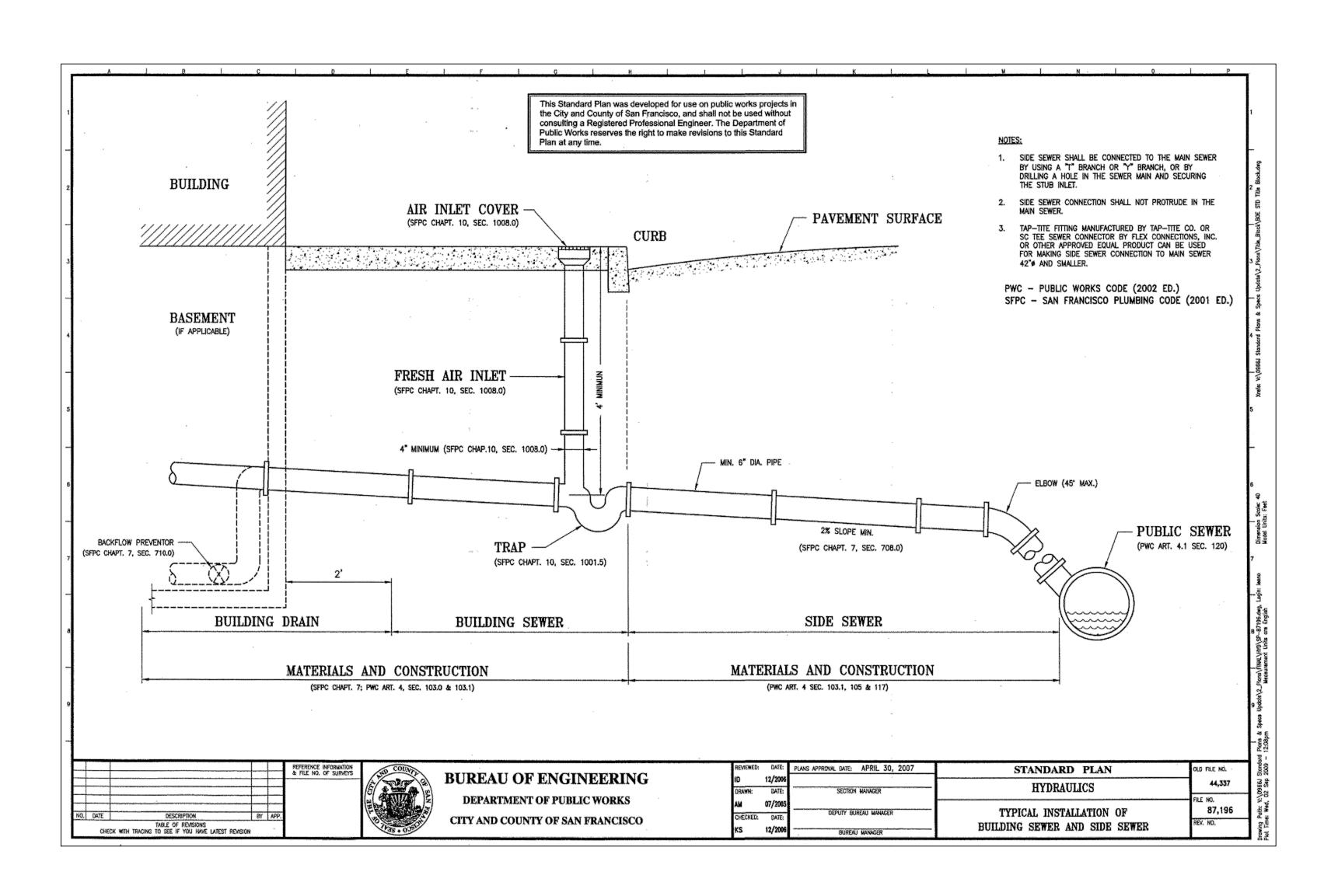
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Scale: AS INDICATED Job No. 8722A











DEPARTMENT OF PUBLIC WORKS
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SAN FRANCISCO PUBLIC	DESIGN & ENGINEERING CITY & COUNTY OF SAN FRANCISCO PU	RANCISCO
WORKS	30 VAN NESS AVENUE, 5TH SAN FRANCISCO, CA 94102	
DESIGNED BY:	PI / RC/ KL	DATE 2/2018
DRAWN BY:	PI /RC	2/2018
CHECKED BY:	KL	2/2018
	APPROVED	
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No.	Date	Revisions

### Project Services Manager Landscape Architecture

Section Hea	.d
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PLUMBING DETAILS

Sheet No.

P6.00

Scale: AS INDICATED

Job No. 8722A



2) OR /2/	WALL MOUNTED TELEPHONE & DATA OUTLET MOUNTED AT ±18" AFF, UON. SINGLE GANG BACK BOX ONLY. MOTOR, 2 INDICATES HORSE POWER AS SPECIFIED IN OTHER DIVISIONS OF THESE SPECIFICATIONS
OR OR	GENERATOR, SIZE AS INDICATED IN THE SPECIFICATIONS
⊢((S) a,b	WALL-MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR, LEVITON MSSMT-GDW OR APPROVED EQUAL. PROVIDE DUAL SWITCHING PER ELECT. DWG.
<b>(</b> )	CEILING-MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR, LEVITON OSC20-MOW OR APPROVED EQUAL.
HPO)	EXTERIOR PHOTOCELL SENSOR
GFCI WP	120V DUPLEX RECEPTACLE, WALL MOUNTED +18"AFF, UON, NEMA CONFIGURATION 5-20. GFCI NEXT TO RECEPTACLE INDICATES GROUND FAULT INTERRUPTING TYPE, WP INDICATES WEATHER PROOF ENCLOSURE.
-	120V QUADPLEX RECEPTACLE, WALL MOUNTED +18" AFF, UON, NEMA CONFIGURATION 5-20
$\vdash \bigcirc$	SINGLE SPECIAL-PURPOSE RECEPTACLE, WALL MOUNTED, 240V RATING
	NON—SPECIFIC SYMBOL FOR ELECTRICAL EQUIPMENT FURNISHED UNDER OTHER SPECIFICATION DIVISIONS BUT INSTALLED AND CONNECTED UNDER ELECTRICAL
EF-1	MECHANICAL EQUIPMENT DESIGNATION
•	DOOR OPERATOR SWITCH
•	GROUND ROD AND GROUND ROD BOX
	FUSED DISCONNECT SWITCH. SWITCH RATINGS AND FUSE SIZES ARE AS NOTED ON PLANS.
50A)	MOLDED CASE CIRCUIT BREAKER, 3 POLE UNLESS OTHERWISE NOTED: 50A-TRIP RATING IN AMPERE NA - NON-AUTOMATIC MCP - MOTOR CIRCUIT PROTECTOR
<u> </u>	GROUND

#### NOTES FOR PLAN SYMBOLS:

- FOR ALL SYMBOLS SHOWN ON PLAN, WP OR XP ADJACENT TO SYMBOL INDICATES THE DEVICE OR EQUIPMENT SHALL BE LISTED FOR USE AS FOLLOWS:
- EXPLOSION PROOF SUITABLE FOR CLASS 1. DIVISION 2 LOCATIONS.
- WEATHERPROOF (NEMA 4X), SUITABLE FOR WET LOCATIONS.

EXAMPLE - OR F

2. TELEPHONE, FIRE ALARM, AND SECURITY SYSTEM WIRING SHALL BE AS REQUIRED BY THE SYSTEM BEING FURNISHED. TELEPHONE CONDUITS SHALL 1" UON., FIRE ALARM AND SECURITY SYSTEM CONDUITS SHALL BE 3/4" UON.

#### ABBREVIATIONS

- A AMPERE
- AC ALTERNATING CURRENT
- ADN ASYNCHRONOUS DATA NETWORK
- ABOVE FINISHED FLOOR
- ABOVE GROUND
- AUTOMATIC TRANSFER SWITCH ATS
- BG BELOW GROUND
- BARE STRANDED COPPER WIRE BSCW
- CB CIRCUIT BREAKER
- CO CONDUIT ONLY
- CP CONTROL PANEL
- CPT CONTROL POWER TRANSFORMER
- DISCONNECT SWITCH
- EMERG. EMERGENCY
- ELECTRONIC METERING PACKAGE UNIT FMP
- EXISTING TO REMAIN FIRE ALARM
- FACP FIRE ALARM CONTROL PANEL
- F/I FURNISH AND INSTALL
- FS FLOW SWITCH

GALVANIZED RIGID STEEL (CONDUIT)

0

S

GROUND G, GND

GRS

KVA

Y

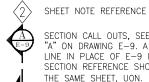
M

HERTZ

В

- JUNCTION BOX JB
- KILO VOLT AMPERE LCP LIGHTING CONTROL PANEL
- LTG LIGHTING
- MCC MOTOR CONTROL CENTER
- MOTOR CIRCUIT PROTECTOR MCP
- MTS MANUAL TRANSFER SWITCH
- (N) NEW
- NIC NOT IN CONTRACT
- OVER LOAD RELAYS OL'S
- **PGRS** PVC COATED GRS
- NEW, TO BE FURNISHED AND INSTALLED PANEL PNI
- **PWR** POWER
- REMOVE AS CONTRACTOR PROPERTY R/C
- REMOVE (E) AS CONTRACTOR PROPERTY & F/I EQUIPMENT OR CONDUCTORS.
- REMOVE AND RELOCATE (E) UNITS, OR
- REMOVE AND RE-INSTALL.
- REMOVE AND SALVAGE AS CITY PROPERTY
- RFF REFERENCE
- SPST SINGLE POLE, SINGLE THROW
- TB TERMINAL BOARD
- TJB TERMINAL JUNCTION BOX
- UON UNLESS OTHERWISE NOTED
- **VOLTS**
- WP WEATHERPROOF
- XFR TRANSFORMER (POWER DISTRIBUTION)

#### REFERENCE



SECTION CALL OUTS, SEE SECTION "A" ON DRAWING E-9. A BLANK LINE IN PLACE OF E-9 IMPLIES SECTION REFERENCE SHOWN ON

#### NOTES:

1. THIS SHEET IS A STANDARD LEGEND SHEET. SOME SYMBOLS, ABBREVIATIONS OR STANDARD DETAILS SHOWN ON THIS SHEET MAY NOT HAVE BEEN USED IN THE CONTRACT DRAWINGS.

	DRAWING LIST				
DWG. NO.	DWG. NO. DESCRIPTION				
E0.1	EO.1 LEGEND, SYMBOLS, & ABBREVIATIONS				
E0.2	0.2 SINGLE LINE DIAGRAM & MAIN SWITCHBOARD ELEVATIONS				
E0.3	EO.3 DETAILS				
E3.0	SITE PLAN				

- THESE PLANS ARE DIAGRAMMATIC AND ARE CORRECT FOR GENERAL DESIGN ONLY. EXACT LOCATIONS OF EQUIPMENT PER ARCHITECTURAL AND MECHANICAL DRAWINGS.
- ALL WIRING SHALL BE COPPER AND SHALL BE INSTALLED IN CONDUIT. CONDUIT SIZE SHALL BE ACCORDING TO CODE. MINIMUM CONDUIT SIZE IS 3/4". ALL CONDUITS AND JUNCTION BOXES SHALL BE CONCEALED IN FURRED SPACES, CONCRETE WALLS / FLOORS, OR ABOVE ACOUSTIC CEILING, U.O.N. ALL JUNCTION BOXES SHALL BE
- 3. THIS IS A GENERAL LEGEND. NOT ALL SYMBOLS ARE USED.
- PROVIDE UL LISTED FIRE RATED SEALS FOR ALL CONDUIT AND RACEWAY PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS. SEALED AND MAINTAIN FIRE SEPARATION RATING.

- ALL PANEL CIRCUIT DIRECTORIES SHALL BE UPDATED IN ACCORDANCE WITH THE LATEST CIRCUITRY INCLUDING ACTUAL ROOM NUMBER WHERE LOAD IS LOCATED, DIRECTORIES SHALL
- OPENING THRU CEILING FOR CONDUITS SHALL BE COVERED WITH ESCUTCHEON PLATES.
- ALL CONDUITS THRU WALL AND FLOOR SHALL BE SEALED AIR- TIGHT AROUND CONDUIT OPENING WITH CODE APPROVED MATERIAL. FIRE RATING OF WALLS OR FLOORS SHALL BE MAINTAINED
- PROVIDE SEPARATE GROUND WIRE IN ALL CONDUITS.
- ALL ELECTRICAL EQUIPMENT, PANELBOARDS, CONTROL DEVICES, SHALL BE IDENTIFIED WITH ENGRAVED NAMEPLATES.
- ALL ELECTRICAL EQUIPMENT, ELECTRICAL SUPPORTS, CONDUIT AND FITTINGS, AND LIGHTING FIXTURES SHALL BE BRACED ACCORDING TO SMACNA DETAILS, AND PER SEISMIC ZONE 4 REQUIREMENTS AND PER CALIFORNIA TITLE 24 AND LOCAL
- 11. THERE SHALL BE NO MORE THAN 270° CONDUIT TURN IN FACH CONDUIT RUN
- 12. ALL ELECTRICAL DEVICES SHALL BE UL LISTED WHERE
- 13. INSTALL A NYLON PULLING ROPE AND END PLUGS WITH PULL TAB IN ALL EMPTY CONDUITS.
- PRIOR TO SUBMISSION OF BID, VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. NO EXTRA COST WILL BE ALLOWED FOR WORK RESULTING FROM LACK OF PROPER APPRAISAL OF EXISTING CONDITIONS.
- EXAMINE ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS AND SPECIFICATIONS TO DETERMINE THE SEQUENCE OF CONSTRUCTION THROUGH OUT THE PROJECT, INCLUDING EXISTING, TEMPORARY REMODELED AND NEW AREAS, WHERE APPLICABLE.
- 16. GROUT AROUND CONDUIT TIE-INS. WHERE CONDUIT ENTERS BUILDINGS, SEAL OPENINGS WITH APPROVED DUCT SEAL TO PREVENT CIRCULATION OF AIR OR MOISTURE
- 17. USE SPLIT BOLT CONNECTORS FOR COPPER CONDUCTOR SPLICES AND TAPS, 6 AWG AND LARGER, TAPE UNINSULATED CONDUCTORS AND CONNECTOR WITH ELECTRICAL TAPE TO 150 PERCENT OF INSULATION RATING OF CONDUCTOR. SPLIT BOLT TYPE SPLICING DEVICES (i.e.KEARNIES) SHALL BE COPPER PER DPW STANDARD PLAN SEPT. 1997 DWG. NO. 43,665 CH.2.
- FOR ATT INCOMING SERVICE, EXACT LOCATION AND COORDINATION WITH MR. ARNIE FRELIX OF DTIS AT 415-550-2909
- 19. FOR PG&E INCOMING SERVICE, EXACT LOCATION AND COORDINATION WITH MR. BHASKAR GOSWAMI (415) 554-1854. SAN FRANCISCO PUBLIC UTILITIES COMMISSION 525 GOLDEN GATE AVE, 7TH FLOOR, SAN FRANCISCO, CA 94102.
- 20. MECHANICAL DESIGN BUILT SYSTEM MECHANICAL CONTRACTOR SHALL PROVIDE ALL THE LOW VOLTAGE WIRING, CONDUIT AND PULLBOXES FOR A COMPLETE OPERABLE SYSTEM AND MEET ELECTRICAL SPECIFICATION
- ALL DESIGN BUILT SYSTEM NEED TO BE APPROVED BY A PROFESSIONAL ENGINEER HIRED BY THE CONTRACTOR FOR THE SPECIFIC TRADE
- 22. PULL BOXES NOT IN CONCRETE OR PAVED AREA. CONTRACTOR TO PROVIDE 4" OF CONCRETE AROUND THE BOX FOR MAINTENANCE. PROVIDE AT LEAST 8" BEDROCK OF DRAINAGE GRAVEL AND CONDUIT SHALL EXTEND AT LEAST 6" ABOVE THE BEDROCK.
- EMT FITTINGS SHALL BE STEEL SET SCREW WHEN INDOOR. COMPRESSION FITTING WHEN OUTDOOR.
- CONDUITLET SHALL BE WITH CLIP COVERS, CROUSE-HIND FORM 7 OR APPLETON.

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

**BUILDING DESIGN AND** CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

Fax (415)557-4701

(415)557-4700

30 Van Ness Avenue San Francisco, CA 94102-6028

Project

Division Circle Navigation Center

S Van Ness Avenue and 13th Street San Francisco CA 94103

Consultant

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CHECKED BY:	PT	01/201
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FINAL DESIGN INTENT 02/21/2018 No Dato

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Mark Dorian - Architecture Services Manager

Section Head	
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	02/21/2018
Phase	

Drawing Title

LEGEND, SYMBOLS, & ABBREVIATIONS

Sheet No.

E0.1

As indicated Job No. 8722A

Original Sheet Size: 22"x34"

#### GENERAL NOTES

SQUARE D QED SWITCHBOARD OR APPROVED EQUAL.
 SWITCHBOARD WILL BE OUTDOOR RATED NEMA 3R
 FNCLOSURE

PG&E POWER SERVICE

500A 2P

> PANEL IN TENT

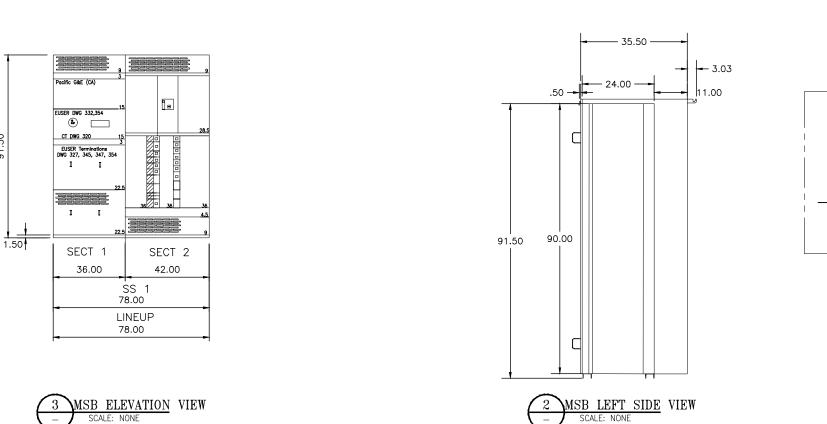
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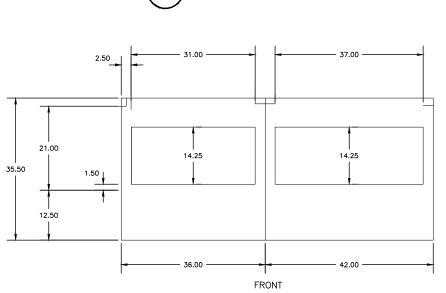
MANUFACTURER

PANEL IN

COMMUNIT ROOM

MANUFACTURER







FRONT

39.03



DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manage

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Project

-<u>MAIN SWITCHBOARD</u> 800A, 120/208V, 3ø, 4W NEMA 3R ENCLOSURE

> 200A 2P

> > PANEL IN

SHOWER

PG&E

PANEL IN RESTROOM

1 SINGLE LINE DIAGRAM

Division Circle Navigation Center

S Van Ness Avenue and 13th Street San Francisco CA 94103

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PUBLIC WORKS	DESIGN & ENGINEERING CITY & COUNTY OF SAN FR SAN FRANCISCO PU 30 VAN NESS AVENUE, 5TH SAN FRANCISCO, CA 94100	BLIC WORKS FLOOR 6028
DESIGNED BY:	EG	DATE 01/2018
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#### FINAL DESIGN INTENT 02/21/2018

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Mark Dorian - Architecture Services Manager

 Section Head
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 Proj. Mgr.
 As

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 02/21/2018

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 Date

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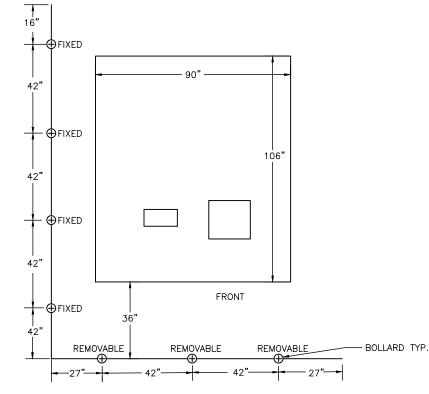
SINGLE LINE DIAGRAM & MAIN SWITCHBOARD ELEVATIONS

Sheet No.

E0.2

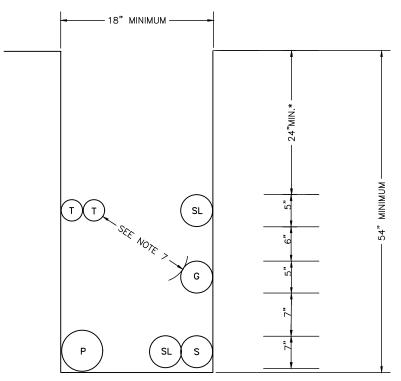
Scale: As indicated

Job No. 8722A



PER PG&E GREENBOOK 05/122, 045292. SIZE CONDUIT PER PG&E GREENBOOK 063928.





PER PG&E STANDARDS, 55453, EXHIBIT B

MINIMUM SEPARATION AND CLEARANCE REQUIREMENTS

G (GAS)

C (CATV)

T (TELEPHONE) DUCT

T (TELEPHONE) DIRECT BURY

S (ELECTRIC SECONDARY)

P (ELECTRIC PRIMARY)

SL (STREETLIGHT)

DUCT T

12"

12"

12"

12"

12"

12"

12"

6"

12"

DB T

12"

12"

12"

12"

12"

12"

12"

12"

6"

12"

12"

12"

3"

12"

12"

12"

12"

3"

3"



DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

### BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

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Project

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S Van Ness Avenue and 13th Street San Francisco CA 94103

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#### FINAL DESIGN INTENT 02/21/2018

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Mark Dorian - Architecture Services Manager

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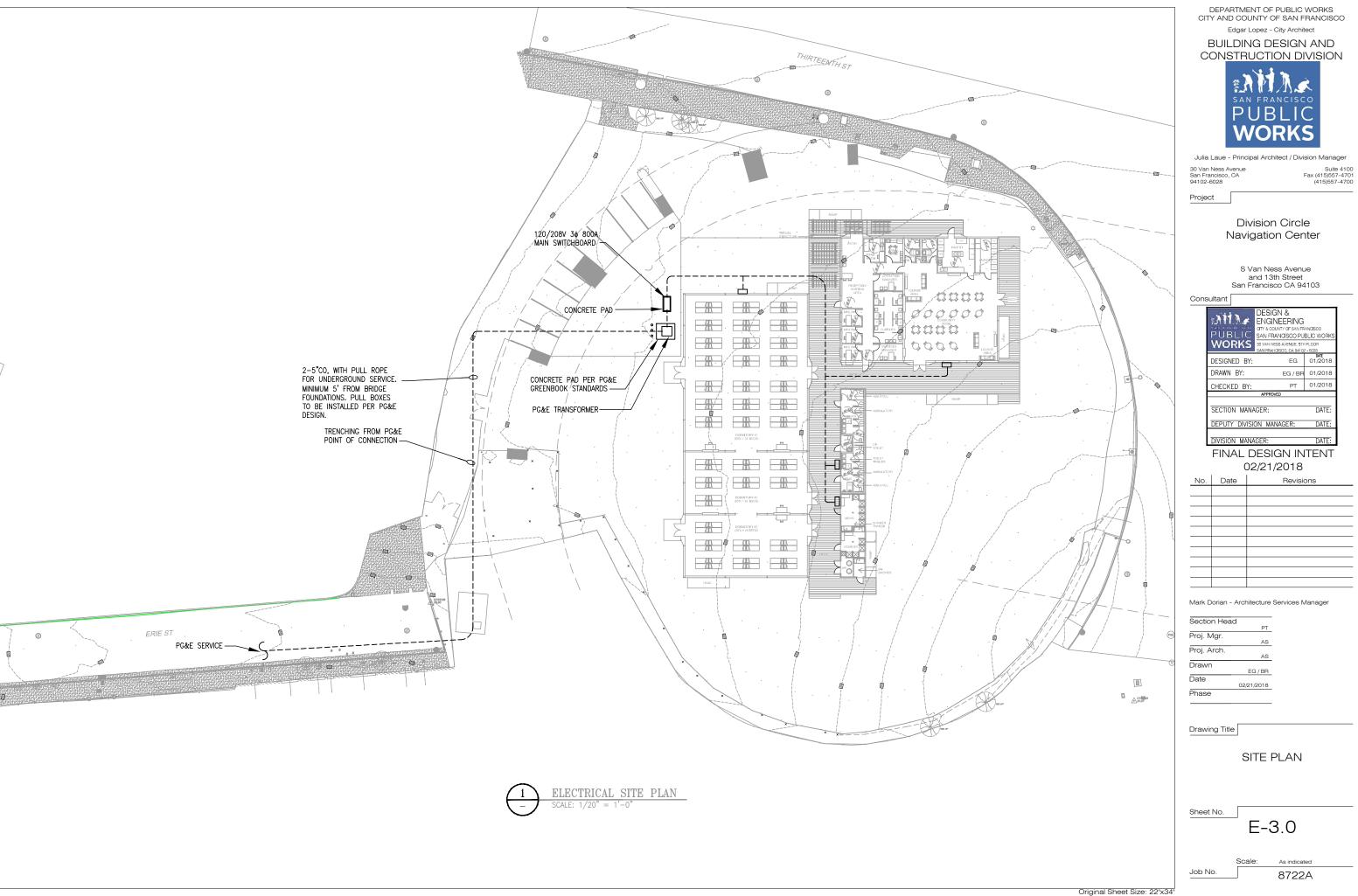
DETAILS

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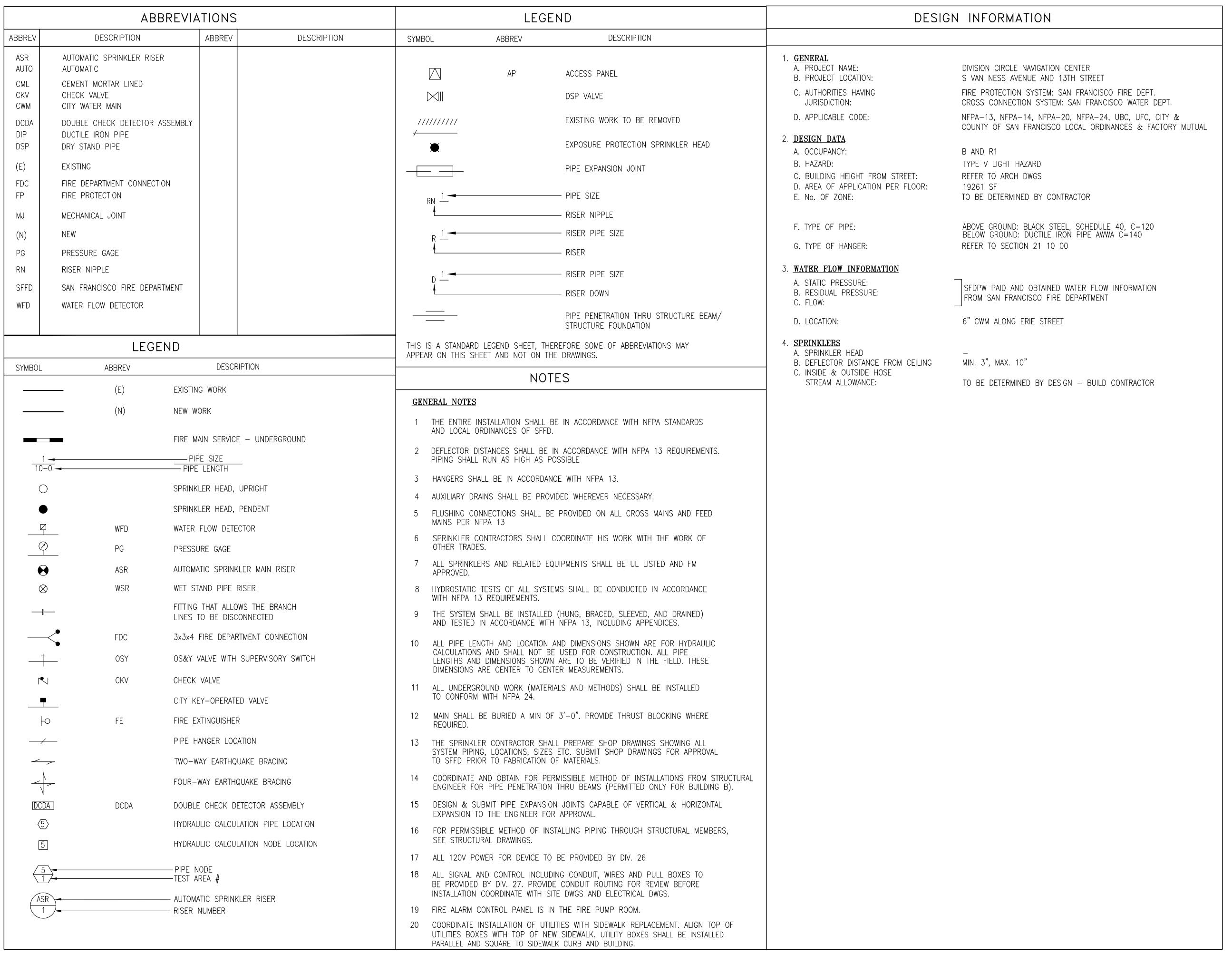
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No.	Date	Revisions
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DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

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BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

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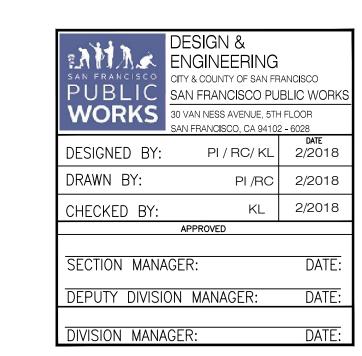
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Project

Division Circle
Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

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### FINAL DESIGN INTENT 02/21/2018

No.	Date	Revisions

Project Services Manager Landscape Architecture

Section Head	 d
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Drawing Title

FIRE PROTECTION
LEGEND, ABBREVIATIONS
AND GENERAL NOTES

Sheet No.

F-0.01

Scale: AS INDICATED

Job No. 8722A

Original Sheet Size: 22"x34"



NOTES:

BUILDING CONSTRUCTION TYPE: II-B, V-B

1. BUILDING AREA: 19,261 SF (AREA INCLUDES HORIZONTAL PROJECTIONS OF THE ROOF)

STATIC PRESSURE: 56 PSI (WITH 10% REDUCTION FROM SFFD)
RESIDUAL PRESSURE: 54 PSI (WITH 10% REDUCTION FROM SFFD)
FLOW: 550 GPM

- 2. <u>FIRE FLOW</u>: MINIMUM FIRE FLOW PER 2016 CFC APPENDIX B, TABLE B105.1 = 3,750 GPM 3 HOURS
- 3. <u>FIRE FLOW:</u> WITH SPRINKLER REDUCTION = 1,500 GPM

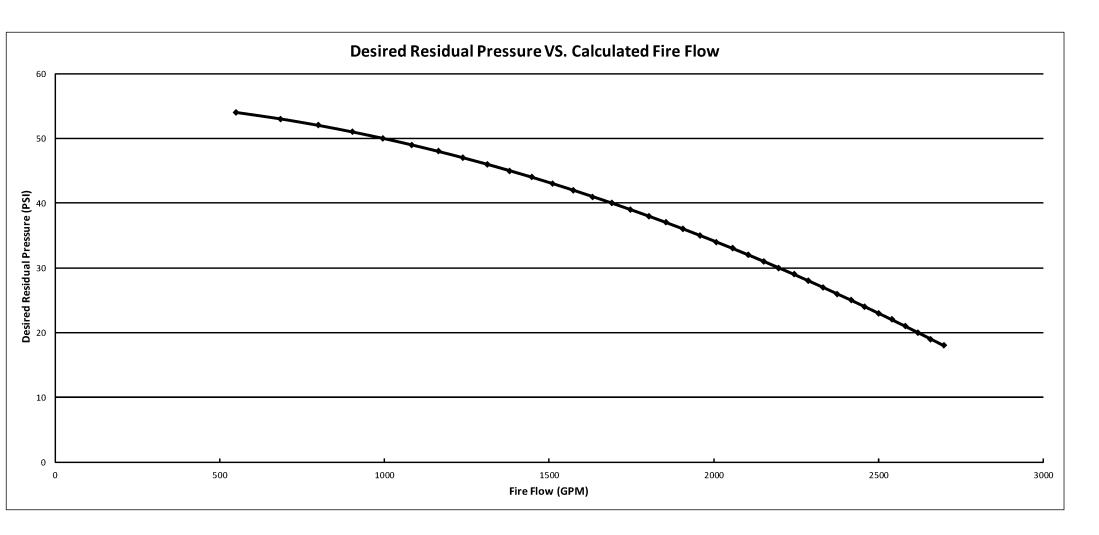
  <u>CALCULATED FIRE FLOW</u> = 2,620 GPM

### <u>CALCULATIONS:</u>

FIRE FLOW CALCULATIONS ARE BASED ON ASPE, FUNDAMENTALS OF PLUMBING DESIGN

HEAD DROP (FROM STATIC PRESSURE TO DESIRED RESIDUAL PRESSURE OF 20 PSI): 56-20 = 36 PSI HEAD LOSS (DURING HYDRANT FLOW): 56-54 = 2 PSI

FIRE FLOW =  $(36 / 2)^0.54 \times 550 \text{ GPM} = 2,620 \text{ GPM}$ 



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BUILDING DESIGN AND CONSTRUCTION DIVISION



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Project

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S Van Ness Ave and 13th St San Francisco, CA 94103

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SAN FRANCISCO PUBLIC WORKS	DESIGN & ENGINEERING CITY & COUNTY OF SAN FR SAN FRANCISCO PU 30 VAN NESS AVENUE, 5TH	BLIC WORKS
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### FINAL DESIGN INTENT 02/21/2018

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### Project Services Manager Landscape Architecture

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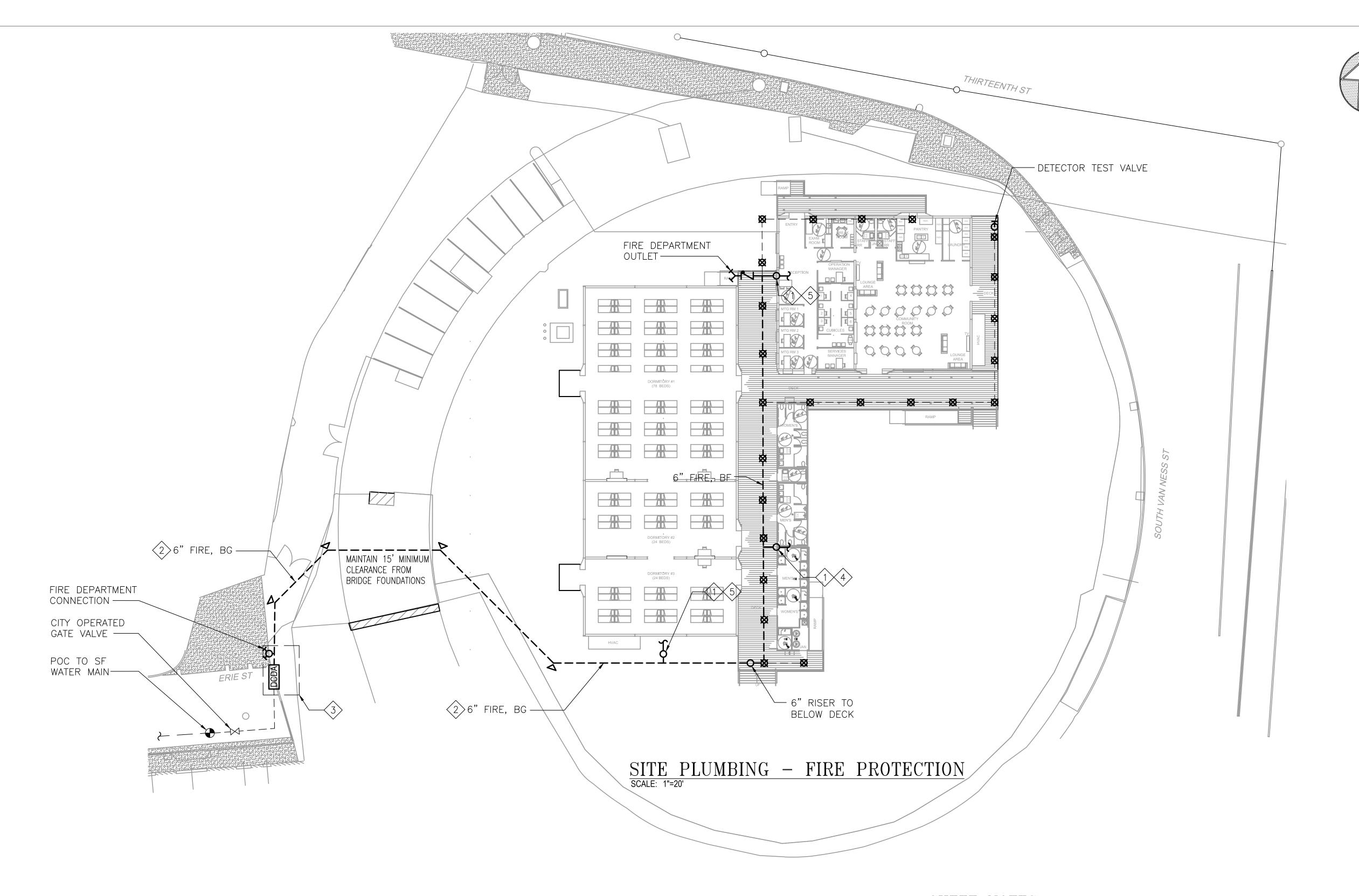
Drawing Title

FIRE PROTECTION
SITE PLAN &
WATER FLOW DEMAND
CALCULATION

Sheet No.

F-0.02

Scale: AS INDICATED 8722A



### **GENERAL NOTES:**

- 1. THE CONTRACTOR SHALL USE AN APPROVED METHOD TO PERFORM COMPUTERIZED HYDRAULIC CALCULATION BASED ON HYDRANT FLOW TEST RESULTS.
- 2. LOCATIONS OF STUB OUT FOR SPRINKLER CONNECTIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL PIPING AND COORDINATE WITH OTHER TRADES BEFORE INSTALLING ANY PIPING.
- 3. SPRINKLER LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL SPRINKLER LOCATIONS SHALL BE COORDINATED IN THE FIELD BASED ON NFPA 16 SPACING REQUIREMENTS. SPRINKLER SYSTEM SHOP DRAWINGS SHALL BE PREPARED AND SUBMITTED IN ACCORDANCE WITH NFPA 16 SPACING REQUIREMENTS.
- 4. DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER ELEMENTS WHICH MAY BE REQUIRED. THE DRAWINGS SHOW THE GENERAL ARRANGEMENT OF PIPING, EQUIPMENT, FIXTURES, ETC AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL BUILDING CONSTRUCTION AND THE WORK OF OTHER TRADES WILL PERMIT. THE CONTRACTOR SHALL PERFORM A THOROUGH FIELD SURVEY OF THE (E) SITE CONDITIONS AND FEATURES PRIOR TO BID, AND THE CONTRACTOR SHALL PROVIDE ALL NECESSARY OFFSETS, BENDS AND ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION AT NO ADDITIONAL COST TO THE CITY.

### SHEET NOTES:

- STUB OUT FOR TRAILER/
  WAREHOUSE/MODULAR BUILDING
  CONNECTION. THIS IS AN APPROXIMATE
  LOCATION. IT IS THE CONTRACTOR'S
  RESPONSIBILITY TO VERIFY IN THE
  FIELD AND COORDINATE WITH OTHER
  TRADES TO AVOID CONFLICTS PRIOR TO
  INSTALLATION OF ANY UNDERGROUND
  AND ABOVE GROUND PIPING.
- FIRE LINE SHALL HAVE MINIMUM 3'-0"
  SOIL COVERAGE PER NFPA 24. SEE DWG
  F-6.00 FOR FIRE PROTECTION DETAILS.
- UTILITY PAD WITH BACKFLOW PREVENTER, DOUBLE CHECK DETECTOR ASSEMBLY (DCDA), WATER FLOW DETECTOR, MAIN DRAIN VALVE AND OS&Y VALVE WITH SUPERVISORY SWITCH. SEE DWG F-6.00 FOR FIRE PROTECTION DETAILS.
- TRAILER FIRE SPRINKLER RISER. TRAILER FIRE SPRINKLER SYSTEM PROVIDED BY TRAILER MANUFACTURER.
- 5 TENT FIRE SPRINKLER RISER. TENT FIRE SPRINKLER SYSTEM PROVIDED BY TENT MANUFACTURER.

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

## BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

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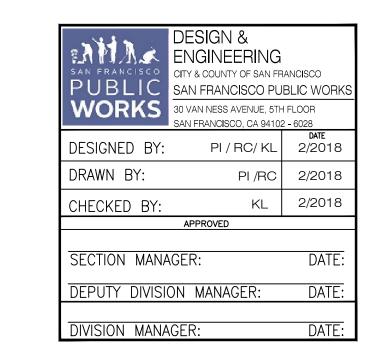
Suite 4100 Fax (415)557-4701 (415)557-4700

Project

### Division Circle Navigation Center

S Van Ness Ave and 13th St San Francisco, CA 94103

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### FINAL DESIGN INTENT 02/21/2018

	No.	Date	Revisions
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### Project Services Manager Landscape Architecture

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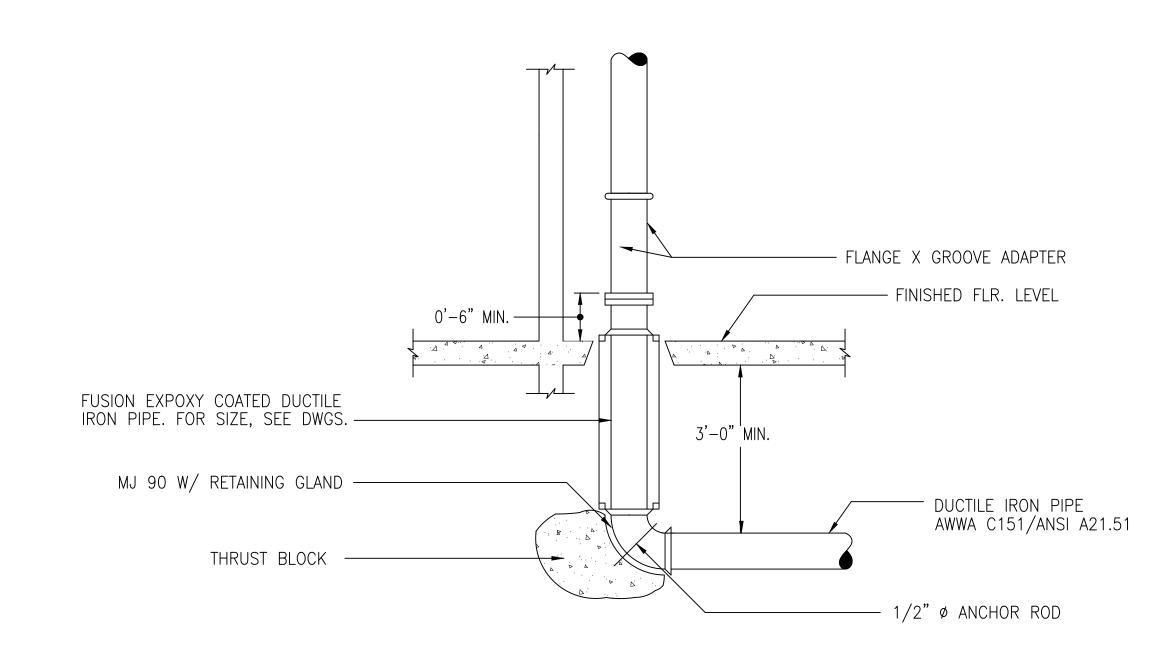
Drawing Title

SITE PLUMBING FIRE PROTECTION (DESIGN BUILD)

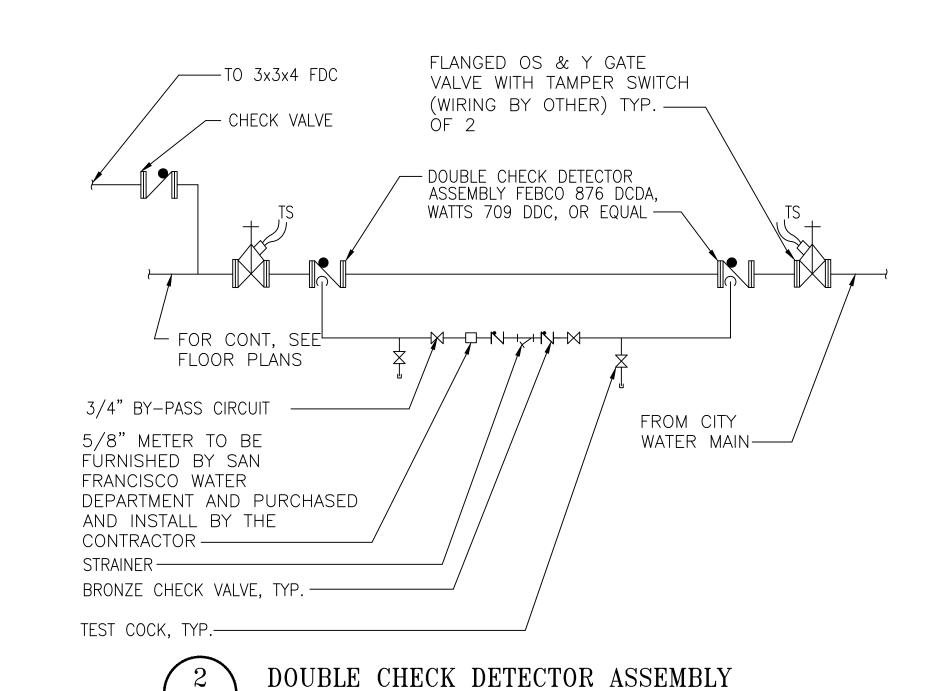
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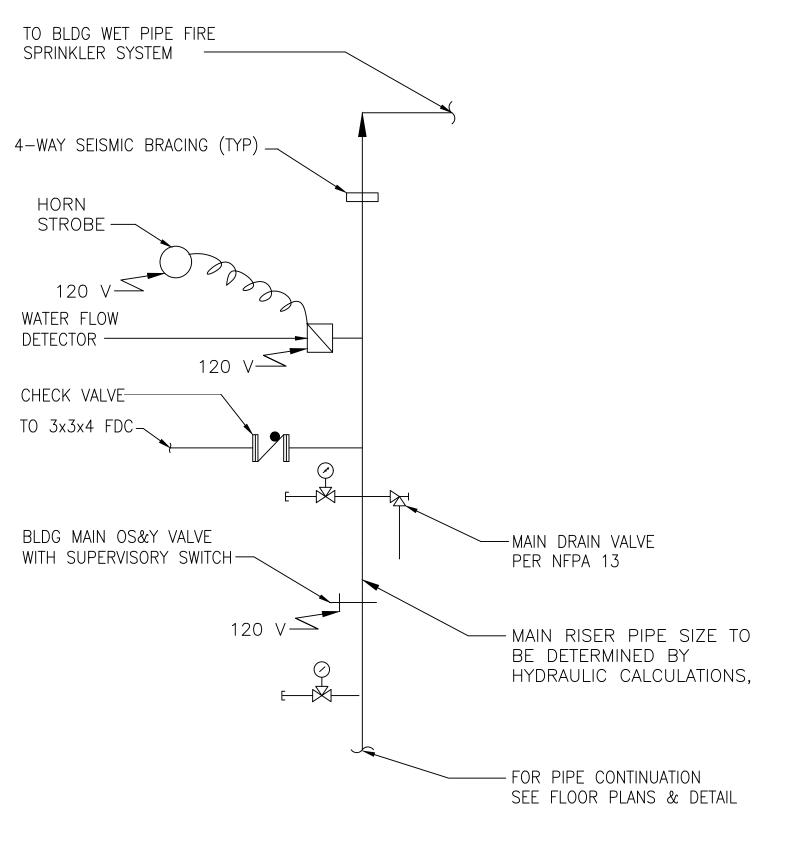
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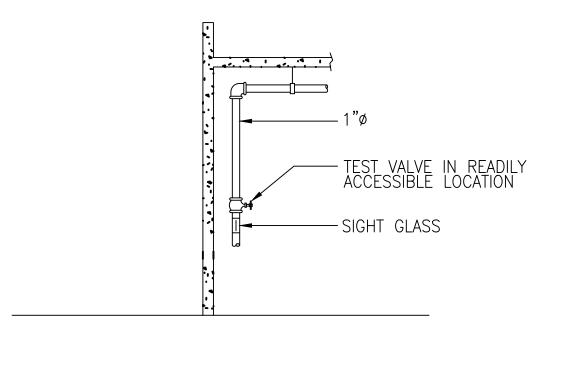




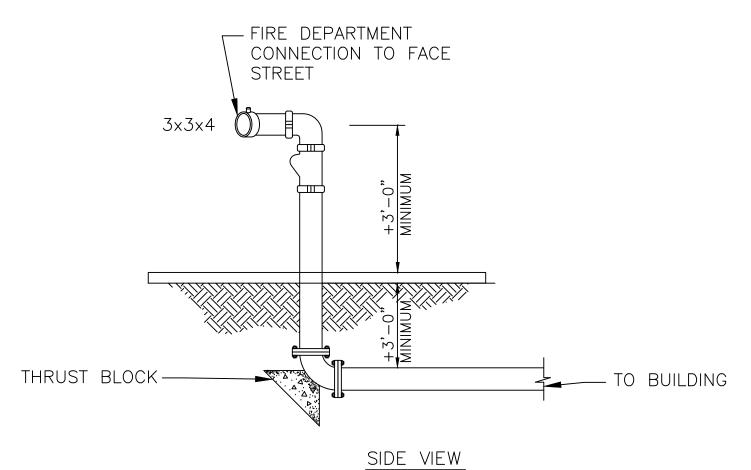
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5 FIRE DEPARTMENT CONNECTION

SCALE: NONE

DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue San Francisco, CA 94102-6028

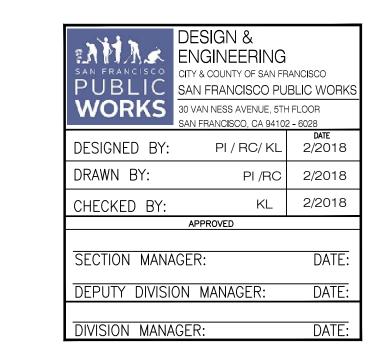
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Division Circle Navigation Center

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No.	Date	Revisions

Project Services Manager Landscape Architecture

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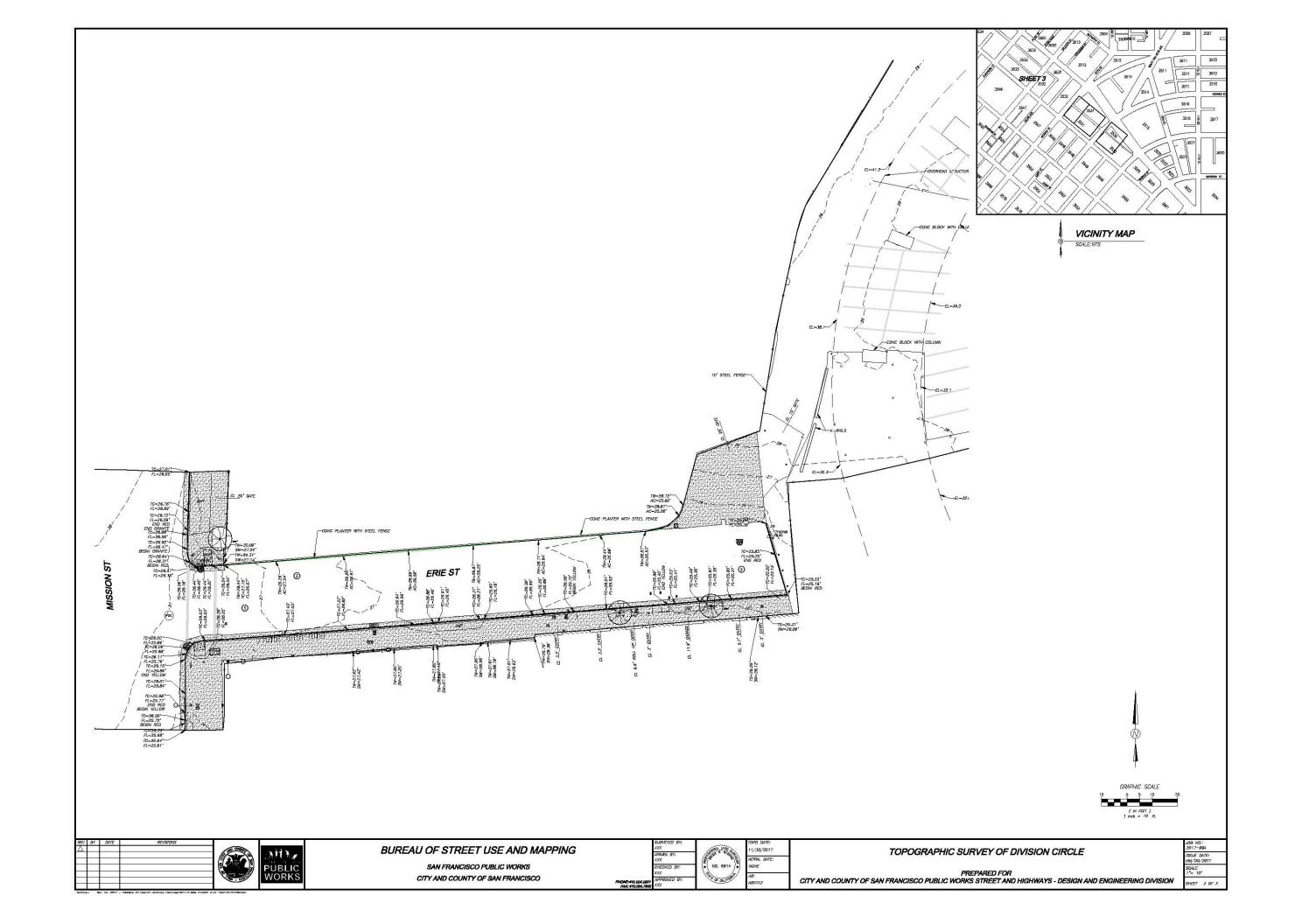
FIRE PROTECTION
DETAILS
(DESIGN-BUILD)

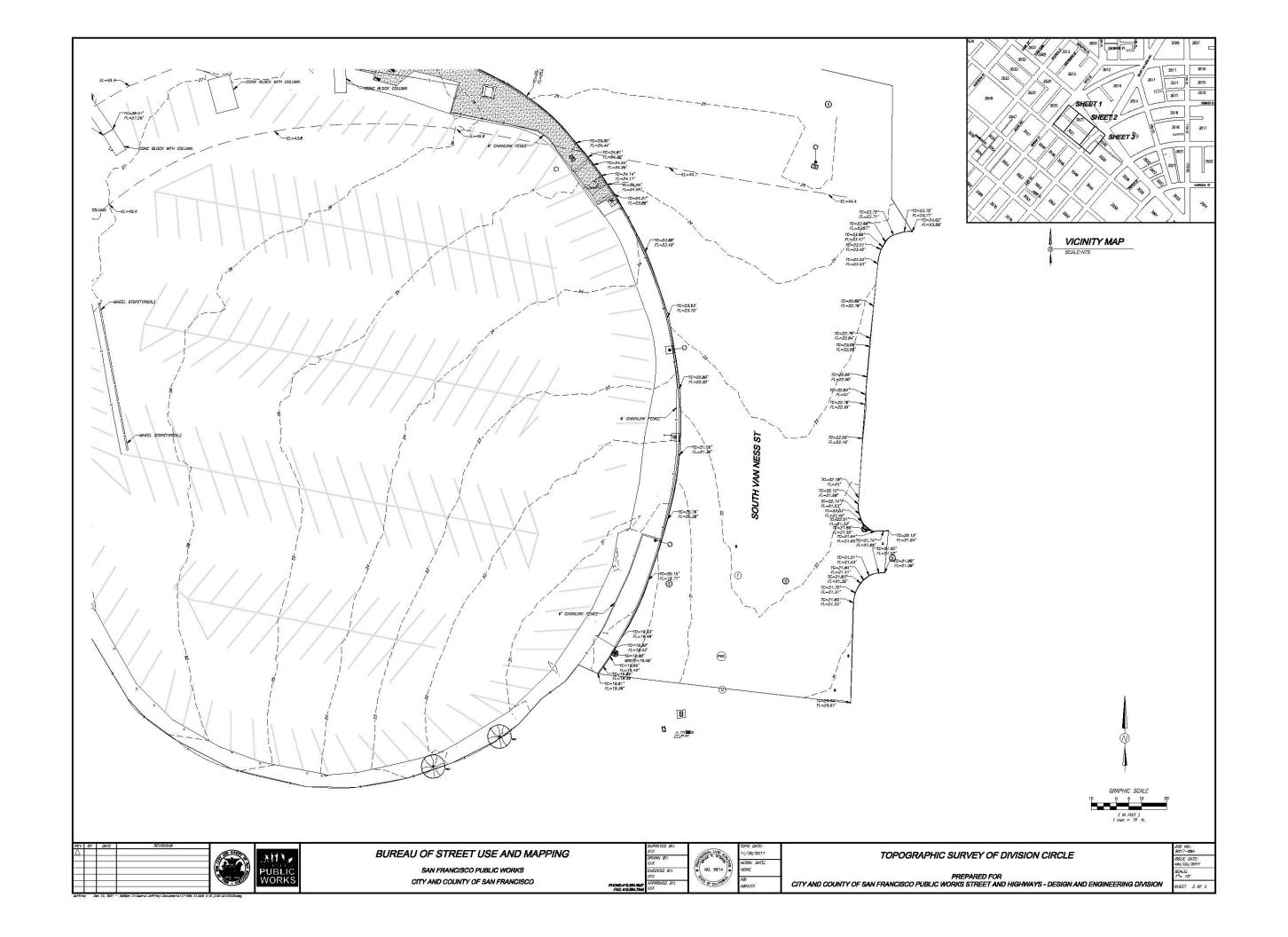
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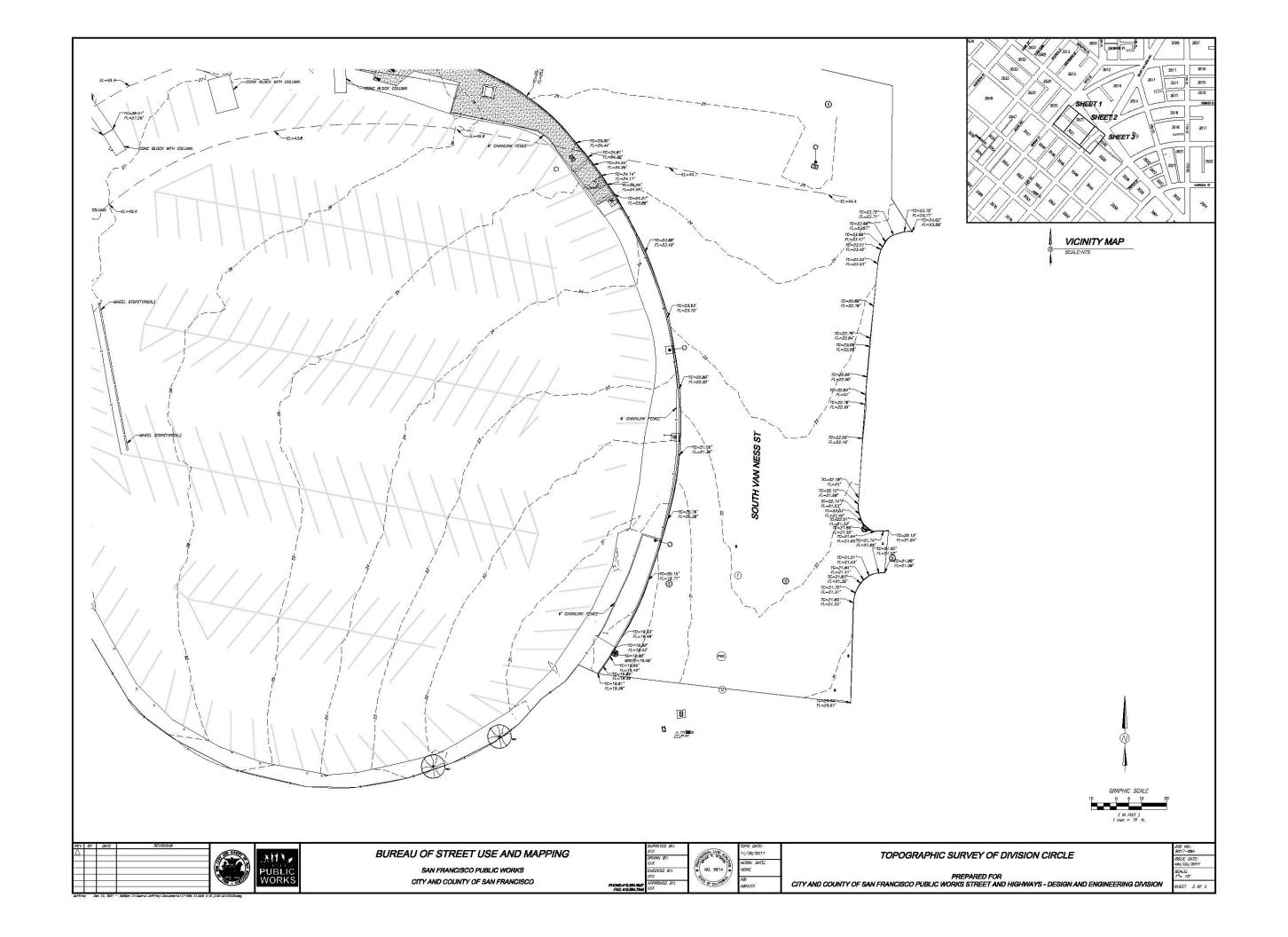
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### 1290004 - Division Circle Navigation Center

Manager: Gerard Callahan As of 3/8/2018

	eraru Callariali						AS 01 3/6/201
Original So	cope						
	Description	Quantity	U/M	Material (\$)	Labor (\$)	Subcontract (\$)	Total (\$)
010000	Design Fees	1.00	l/s	0.00	0.00	0.00	0.00
	Architectural Design Fees	0.00	l/s	Subcontract @	25,000.00	=	0.00
	Civil Design Fees	0.00	l/s	Subcontract @	26,000.00	=	0.00
	Structural Foundation Design Fees	0.00	l/s	Subcontract @	3,500.00	=	0.00
	Plumbing & HVAC Design Fees	0.00	l/s	Subcontract @	24,590.00	=	0.00
	Electrical & Low Voltage & Fire Alarm Design Fees	0.00	l/s	Subcontract @	9,800.00	=	0.00
	Fire Sprinkler Design Fees	1.00	l/s	Subcontract @	0.00	=	0.00
	Sprung Engineering	0.00	l/s	Subcontract @	7,000.00	=	0.00
	Title 24 Building Envelope	0.00	l/s	Subcontract @	3,500.00	=	0.00
	Budget Soils Report if Building Department Requires	0.00	l/s	Subcontract @	6,000.00	=	0.00
013100	Project Management and Coordination Budget	1.00	l/s	0.00	0.00	0.00	0.00
	Project Management and Coordination	0.00	l/s	Labor @	60,000.00	=	0.00
015200	Construction Facilities Budget	1.00	l/s	4,000.00	0.00	2,000.00	6,000.00
013200	_			•		•	•
	Construction Trailer Portable Toilets	1.00 1.00	l/s l/s	Equipment @ Subcontract @	4,000.00 2,000.00	= =	4,000.00 2,000.00
015800	Project Signage Budget	1.00	l/s	1,500.00	0.00	0.00	1,500.00
	Project Signage	1.00	l/s	Material @	1,500.00	=	1,500.00
022100	Surveys	1.00	l/s	0.00	0.00	4,500.00	4,500.00
	Layout Buildings Etc.	1.00	l/s	Subcontract @	4,500.00	=	4,500.00
02900	Landscaping Budget	1.00	l/s	0.00	0.00	0.00	0.00
	Landscape & Artificial Turf Budget	0.00	l/s	Subcontract @	175,000.00	=	0.00
030000	Site Concrete & Foundation System	1.00	l/s	0.00	0.00	407,500.00	407,500.00
	Concrete Foundation System	1.00	l/s	Subcontract @	221,383.00	=	221,383.00
	Dormitory	1.00			,	_	,
	Concrete Foundation System Dining Hall	1.00	l/s	Subcontract @	178,617.00	=	178,617.00
	Mechanical Pads	5.00	ea	Subcontract @	1,500.00	=	7,500.00
064300	Concrete ADA Ramps & Handrails	1.00	l/s	0.00	0.00	72,388.00	72,388.00
	Concrete ADA Ramps	1.00		Subcontract @	55,528.00	=	55,528.00
	Hand Rails	1.00	l/s	Subcontract @	16,860.00	=	16,860.00
067300	Decking System & Trellis Budget	1.00	l/s	70,000.00	69,960.00	0.00	139,960.00
	Decking System Pedestals Etc.	1.00		Material @	40,000.00	=	40,000.00
	Pressure Treated Lumber Labor	1.00 583.00		Material @ Labor @	30,000.00 120.00	= =	30,000.00 69,960.00
081100	Interior Doors and Frames	1.00	l/s	0.00	0.00	26,500.00	26,500.00
	Metal Doors and Frames Install Doors Labor	1.00 1.00	l/s l/s	Subcontract @ Subcontract @	18,000.00 8,500.00	= =	18,000.00 8,500.00
092000	Interior Framing, Drywall & Finishes at Dining Hall Budget	1.00	l/s	0.00	0.00	79,000.00	79,000.00
	Framing & Drywall	1.00		Subcontract @	40,000.00	=	40,000.00
	Interior Painting	1.00		Subcontract @	15,000.00	=	15,000.00
	Acoustical Ceilings Unistrut Ceiling Supports Budget	1.00 1.00	l/s l/s	Subcontract @ Subcontract @	15,000.00 5,000.00	=	15,000.00 5,000.00

	FRP Budget	1.00	l/s	Subcontract @	4,000.00	=		4,000.00
096700	Epoxy Floor Coating	1.00	l/s	0.00	0.00		39,942.00	39,942.00
	SW Armorseal 8100 Series	12,600.00	sf	Subcontract @	3.17	=		39,942.00
102200	Bathroom Partitions & Accesories at Dining Hall	1.00	l/s	0.00	0.00		5,000.00	5,000.00
	Partitions	1.00	l/s	Subcontract @	5,000.00	=		5,000.00
123000	Dining Hall Casework	1.00	l/s	0.00	0.00		7,000.00	7,000.00
	Casework	1.00	l/s	Subcontract @	7,000.00	=		7,000.00
125000	Furniture Allowance	1.00	l/s	0.00	0.00		0.00	0.00
	Furniture Allowance	0.00	l/s	Subcontract @	180,000.00	=		0.00
13120	Sprung Structure Installation	1.00	l/s	621,650.00	0.00		350,000.00	971,650.00
	Sprung Structures Material Erect Sprung Structure 135' x	1.00 1.00	l/s l/s	Material @ Subcontract @	621,650.00 208,000.00	=		621,650.00 208,000.00
	60' Sprung Structure 75' x 60' Erect Sprung Structure 75' x 60'	0.00 1.00	l/s l/s	Material @ Subcontract @	241,461.00 142,000.00	= =		0.00 142,000.00
210000	Fire Suppression	1.00	l/s	0.00	0.00		193,217.00	193,217.00
	Fire Sprinklers Design Build Add Alt for 80 each Under-deck Sprinklers if required	1.00 1.00	l/s l/s	Subcontract @ Subcontract @	167,680.00 25,537.00	= =		167,680.00 25,537.00
230000	HVAC & Plumbing	1.00	l/s	0.00	0.00		494,744.00	494,744.00
	Heating, Ventilating, and Air	1.00	l/s	Subcontract @	261,834.00	=		261,834.00
	Plumbing Underground Water & All Under-deck Plumbing	1.00 1.00	l/s l/s	Subcontract @ Subcontract @	120,060.00 112,850.00	=		120,060.00 112,850.00
260000	Electrical, Communications & Fire Alarm	1.00	l/s	0.00	0.00		461,000.00	461,000.00
	Electrical Site Work Lighting Package Switch Gear Package Base Building Voice & Data Fire Alarm	1.00 1.00 1.00 1.00 1.00 1.00	/s  /s  /s  /s  /s  /s	Subcontract @ Subcontract @ Subcontract @ Subcontract @ Subcontract @ Subcontract @ Subcontract @	0.00 75,000.00 55,000.00 29,000.00 242,000.00 15,000.00 45,000.00	= = = = =		0.00 75,000.00 55,000.00 29,000.00 242,000.00 15,000.00 45,000.00
320000	Striping, Signage & Wheelstop	1.00	l/s	0.00	0.00		2,934.00	2,934.00
	Striping, Signage & Wheelstops	1.00	l/s	Subcontract @	2,934.00	=		2,934.00
323100	Chain Link Fences & Gates	1.00	l/s	0.00	0.00		125,467.00	125,467.00
	Chain Link Fences & Gates Custom Print Privacy Screening Install Privacy Screening	1.00 1.00 1.00	l/s ea l/s	Subcontract @ Subcontract @ Subcontract @	104,467.00 15,000.00 6,000.00	= = =		104,467.00 15,000.00 6,000.00
330000	Site Utilities Budget	1.00	l/s	0.00	0.00		142,500.00	142,500.00
	Underground Sewer Budget by	1.00	l/s	Subcontract @	71,250.00	=		71,250.00
	Gorman Trench & Backfill Only Fire & Water Line Budget by Gorman	1.00	l/s	Subcontract @	71,250.00	=		71,250.00
	SUBTOTAL I			697,150.00	69,960.00	2	,413,692.00	3,180,802.00
	Indirect Cost A	Indirect C Ilocation Ra		0.00 0.00%	0.00 0.00%		0.00 0.00%	
	TOTAL DIRECT & INI		STS	697,150.00	69,960.00	2	<b>,413,692.00</b> 11.50%	<b>3,180,802.00</b> 413,324.55

Supplemental Markups:

TOTAL PRICE 3,594,126.55



#### SCHEDULE OF VALUES

Project: 1290004 - Division Circle Navigation Center	Date: 02/16/2018				
# Description of Work	Scheduled Value (\$)	Period Ending	Progress (%)		
1 015200 - Construction Facilities Budget	9,000.00	-	0.00		
2 015800 - Project Signage Budget	1,500.00	-	0.00		
3 022100 - Surveys	4,500.00	-	0.00		
4 02900 - Landscaping Budget	175,000.00	-	0.00		
5 030000 - Site Concrete Foundation w/ Demo & Excavation	399,746.00	-	0.00		
6 064300 - Wood Stairs, Railings & ADA Ramps Budget	30,000.00	-	0.00		
7 067300 - Decking System	150,000.00	-	0.00		
8 081100 - Interior Doors and Frames	26,500.00	-	0.00		
9 092000 - Interior Framing, Drywall & Finishes at Dining Hall Budget	75,025.00	-	0.00		
10 096700 - Epoxy Floor Coating	40,000.00	-	0.00		
11 102200 - Bathroom Partitions & Accesories at Dining Hall	5,000.00	-	0.00		
12 123000 - Dining Hall Casework	7,000.00	-	0.00		
13 13120 - Sprung Structure Installation	350,000.00	-	0.00		
14 210000 - Fire Suppression	191,065.00	-	0.00		
15 230000 - HVAC & Plumbing	495,764.00	-	0.00		
16 260000 - Electrical, Communications & Fire Alarm	495,000.00	-	0.00		
17 323100 - Chain Link Fences & Gates	154,900.00	-	0.00		
18 330000 - Site Utilities Budget	140,000.00	-	0.00		
19 OH&P	350,000.00	-	0.00		

Total: 3,100,000.00



#### **High Performance Building Solutions**



#### PURCHASE AGREEMENT

DATE:

March 2, 2018

BETWEEN:

G&G BUILDERS INC 4542 Contractors Place Livermore, CA 94551

("Buyer")

and

SPRUNG INSTANT STRUCTURES, INC.

("Sprung")

Buyer agrees to purchase from Sprung the below-described structures (the "Structures") on the following terms:

SITE LOCATION:

San Francisco, California

SIZE:

Structure #1 - 60' X 75' Signature Series structure; measured maximum width

by maximum length, with the following accessories:

#### **ACCESSORIES:**

- 1 Double Glass Door c/w High Traffic Panic & Closers (6'0" x 7'0") R4 in Flat End
- 1 Full Height Insulated Interior Partition with Uprights
- 1 San Francisco Public Works Graphic Logo at Entrance
- 2 Double Glass Doors c/w Hood, High Traffic Panic & Closers (6'0"X7'0") R4
- 2 Engineered Flat Ends, each c/w 1 bay of cable bracing
- Insulated Single Personnel Doors c/w High Traffic Panic, Closer & Top Lite (3'0" x 7'0") in flat end
- Insulated Single Personnel Doors c/w Hood, High Traffic Panic, Closer & Top Lite (3'0"X7'0") (1 is Reverse Swing)
- 5 Tempered Safety Glass Windows 85" X 39" Insulated R4.0
- 8 Exterior Light Mounts and Light Mount Brackets
- 4 Standard Framed Openings for insulated structure size 3' wide by 3' high
- 6 LED High Bay 150W Lights 50-60Hz 120/277 Voltage (18,000 Lumens)
- 6 Penetration Kits for insulated structures (Medium) 3" to 6"
- 5 Tempered Safety Glass Windows 39" X 39" Insulated R4.0
- 32 Interior Suspension Eyenuts Maximum Load 75 LBS
  - 8" (R-25) blanket of Johns Manville foil backed fiberglass insulation to the daylight panels c/w white interior liner membrane
  - Conduit Holes Set as per diagram provided by Sprung
  - Engineered Stamped Drawings (Less \$3,500 from Previous NTP)
  - Perimeter Flat Bar

G&G Builders 60x75 & 60x135 3-2-18

- technical consultant for erection
- all as per drawing #P18-010.3

SIZE:

**Structure #2** 60' X 135' (Classis or Signature) Series structure; measured maximum width by maximum length, with the following accessories:

#### **ACCESSORIES:**

- 1 San Francisco Public Works Graphic Logo at Entrance
- 2 Engineered Flat End(s), each c/w 1 bay of cable bracing
- 2 Full Height Insulated Interior Partition(s) with Uprights
- Insulated Double Personnel Door(s) c/w Hood, High Traffic Panic, Closers & Top Lite (6'0"X7'0")
- 3 Double Glass Door(s) c/w Hood, High Traffic Panic & Closers (6'0"X7'0") R4
- 4 Standard Framed Opening(s) for insulated structure size 4' wide by 4' high and smaller
- 4 Tempered Safety Glass Window(s) 85" X 39" Insulated R4.0 Sill at 4' Height
- 11 Exterior Light Mount & Light Mount Bracket
- 6 Penetration Kit(s) for insulated structures (Medium) 3" to 6"
- 16 LED High Bay 150W Lights 50-60Hz 120/277 Voltage (18,000 Lumens)
- 48 Interior Suspension Eyenut(s) Maximum Load 75 LBS
  - 8" (R-25) blanket of Johns Manville foil backed fiberglass insulation to the daylight panels c/w white interior liner membrane
  - Conduit Holes Set as per diagram provided by Sprung
  - Engineered Stamped Drawings (Less \$3,500 from Previous NTP)
  - Perimeter Flat Bar
  - Technical Consultant for erection
  - All as per drawing #P18-011.0

## EXTERIOR ARCHITECTURAL MEMBRANE:

Primary structure membrane in polyurethane coated gray (15 year pro-rata guarantee). Balance of colors in coated polyester membrane in Purple, Salem Blue, and Ennis Bright Blue #413 (5 year pro-rata guarantee).

**PURCHASE PRICE:** 

F.O.B. Salt Lake City, Utah, for two structures: \$543,429.00

Sales and/or Use tax extra

Technical Consultant Fees:\$ 22,490.00Freight to Buyers Site:\$ 9,540.00Total Purchase Price:\$575,459.00

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SHIPPING AND TAXES: All transportation and shipping costs from Salt Lake City, Utah incurred by Sprung to deliver the Structures and all related components and equipment to the location where Buyer will utilize the Structures shall be paid in full by Buyer upon delivery of the Structures to such location. Buyer shall be solely responsible for the payment of all assessments and sales, use, property, excise, privilege, value added and other taxes or other charges or fees now or hereafter imposed by any governmental body or agency relating to this Purchase Agreement and/or the Structures or the use thereof (collectively, "Taxes") and shall indemnify, defend and hold Sprung harmless from and against any and all claims or demands for any Taxes.

#### PAYMENT TERMS:

25% net 7 days from order, balance net 30 days from delivery of structures to site.

If Buyer delays delivery beyond 90 days from execution of this Agreement, Buyer shall pay the entire balance due under this Agreement 91 days after execution of this agreement.

Buyer's payment is due upon receipt of invoice. Buyer's obligation to make payment, and otherwise to perform its obligations under this Agreement are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which Buyer may have against Sprung or anyone else, for any reason whatsoever. Time is of the essence. If any payment or other sum due hereunder is not paid within fifteen (15) days of the due date, Buyer shall pay interest with respect to the amount in arrears for the period such amount remains unpaid at a rate equal to one half percent (1/2%) per month, six percent (6%) per annum.

#### STRUCTURE **ERECTION:**

Sprung will supply a Technical Consultant on site to provide information about structure assembly and erection. Sprung will supply hand tools for the Buyer's use, at no charge. Sprung's Technical Consultant is not authorized to perform any other services, other than to provide information about structure assembly and erection. The Buyer alone is responsible for supervision of and safety compliance in connection with workers and others on the site and structure location, assembly, erection, anchorage, and dismantling.

The Technical Consultant's travel, accommodations, meals and ground transportation in connection with the Structures erection will be charged to and shall be paid by Buyer at a fixed cost of \$22,490.00, state and local sales and/or use taxes extra, as shown under PURCHASE PRICE.

Erection equipment and manpower to be obtained by Buyer:

#### Structure #1:

- a) Scaffolding or manlifts
- b) Appropriate fall protection (body harness and life line).
- c) Electrical power to site.
- Estimated 7 workmen for approximately 20, 8 hour working days, approximately half of which should be manlift qualified.
- e) A supervisor with construction experience.

#### Structure #2:

- a) Scaffolding or manlifts
- b) Appropriate fall protection (body harness and life line).
- c) Electrical power to site.
- d) Estimated 7 workmen for approximately 30, 8 hour working days, approximately half of which should be manlift qualified.
- e) A supervisor with construction experience.

There is no charge for the Technical Consultants time for the number of days specified above provided manpower and equipment levels are also met. If Buyer chooses to use less manpower or equipment to erect the structures, this will extend the number of days for erection. The extra charge for the Technical Consultants time, meals, accommodation, and ground transportation will be \$945.00 for each day over and above the time allowance above.

CRANE:

Sprung requests that the Buyer obtain a crane with operator and rigger to assist in raising the free span aluminum beams. It will be needed for approximately 14 hours, for both structures.

**OVERTIME:** 

The Sprung Technical Consultant is supplied for an 8 hour day, 5 days per week. Any request for overtime must be agreed to in writing by Buyer prior to overtime taking place and will be charged to the Buyer at the rate of \$40.00 per hour.

INTERIOR HANGING DETAILS:

Sprung Instant Structures offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC and any other items that may need to be suspended from the interior of the structures. The type and size in each case will depend on weight and proposed position.

The Sprung Structure is designed to carry a 2 psf uniformly distributed utility load. Care must be taken in placing hanging brackets on the structures to ensure equal loading. All the utility loads on the structures should be reviewed by an engineer prior to the installation of the brackets.

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**ESTIMATED SHIPPING** To be confirmed on receipt of order.

DATE:

**DELIVERY:** Sprung will arrange, on behalf of Buyer, delivery of these structures by

> commercial carrier to Buyer's site in San Francisco, CA at a fixed cost of \$9,540.00, state and local sales and/or use taxes extra, as shown under

PURCHASE PRICE.

NON-PAYMENT /

BREACH

If Buyer shall fail to make any payment required hereunder as and when due, or upon the occurrence of any other failure by Buyer to perform its obligations under this Agreement as and when required, Sprung shall give Buyer written notice of such failure. If such failure to pay or perform is not fully cured within fifteen (15) calendar days from transmittal of such notice, Buyer hereby irrevocably authorizes Sprung to enter onto Buyer's premises at any time, without hindrance, for the purposes of dismantling and removing the Structures, and Buyer shall be responsible for all costs incurred by Sprung. Buyer has the option to dismantle the Structures and deliver same to Sprung in Salt Lake City. The remedies reserved herein shall be in addition to and not in limitation of any and all other rights remedies available to Sprung under this

Agreement and/or applicable law, including each and all of the rights and

remedies available under the California Commercial Code.

**GUARANTEE:** Guarantee Certificate number G-0501 is hereby incorporated into the Purchase

Agreement.

**PERMITS AND** LICENSES:

Buyer hereby unconditionally and irrevocably acknowledges and agrees that Buyer shall be solely responsible for obtaining all required permits, licenses or clearances of any type for erection and use of the Structures.

Standard pre-engineered drawings are available upon request at no cost to

Buyer.

**IDEMNITY OF** SPRUNG:

Buyer hereby agrees to and shall indemnify, defend and hold Sprung and all of Sprung's officers, directors, shareholders, agents, employees, and their respective successors, heirs and assigns (collectively referred to hereinafter as the "Indemnitees") harmless from and against any and all claims, obligations, liabilities, causes of action, damages, costs and expenses which arise from or in respect of the use, operation, assembly, erection, dismantling, occupancy, maintenance, or ownership of goods supplied to Buyer by Sprung (collectively

a "Claim" or the "Claims").

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If a Claim is asserted against or incurred by the Indemnitees, Buyer shall promptly reimburse the Indemnitees for any loss, liability, expense or cost incurred in connection therewith, and Buyer shall immediately assume and conduct, at Buyer's sole cost and expense, the defense of the Indemnitees against any and all such Claims. Buyer agrees to consult with and obtain advice from the Indemnitees on a regular basis and to employ counsel approved by the Indemnitees. The Indemnitees shall also have the right, at their sole option, to participate with Buyer in the defense of any Claim, and if the Indemnitees shall determine that Buyer has failed to conduct, or is improperly conducting such defense, the Indemnitees may, at their sole option, assume control of such defense, and, in that event, shall have the right to employ counsel of their own choosing in connection with any such defense, and any and all expenses and costs (including attorney's fees) thereby incurred by the Indemnitees shall be promptly reimbursed by Buyer upon demand therefor. The obligations of Buyer to indemnify the Indemnitees under this Agreement are continuing obligations which shall not terminate until all Claims have been indefeasibly paid in full by Buyer or, if Buyer has contested any Claim, a court of competent jurisdiction has rendered a final judgment in favor of Buyer from which no appeal can be taken.

**INSURANCE:** 

Until such time as (i) Buyer shall have paid the entire Purchase Price for the Structures to Sprung, and (ii) the erection and assembly of the Structures shall have been completed, Buyer shall obtain and keep in force a Commercial General Liability Policy of Insurance protecting Buyer and Sprung against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, possession, use, storage, assembly, erection, anchorage, dismantling, occupancy or maintenance of the "Structure" and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000. The Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Purchase Agreement as an "insured contract" for the performance of Buyer's indemnity obligations under this Purchase Agreement. The limits of said insurance shall not, however, limit the liability of Buyer nor relieve Buyer of any obligation hereunder. All insurance carried by Buyer shall be primary to and not contributory with any similar insurance carried by Sprung, whose insurance shall be considered excess insurance only.

Until such time as (i) Buyer shall have paid the entire Purchase Price for the Structures to Sprung, and (ii) the erection and assembly of the Structures shall have been completed, Buyer shall obtain and keep in force a policy or policies in the name of Sprung, with loss payable to Sprung insuring loss or damage to the Structures and the tools provided by Sprung for erection of the Structures.

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G&G Builders 60x75 & 60x135

The amount of such insurance shall be equal to the sum of (a) the greater of the Purchase Price for the Structures or the full replacement cost of the Structures and (b) the full replacement cost of the tools provided. Such policy or policies shall insure against all risks of direct physical loss or damage (including, but not limited to, to the perils of flood, earthquake, hurricanes and/or tornado's), including coverage for debris removal as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, and a waiver of subrogation. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$10,000 per occurrence, and Buyer shall be liable for such deductible amount.

All policies of insurance required to be maintained by Buyer shall be issued by an insurer which has an A.M. Best rating of not less than A-VIII. All such policies shall contain endorsements that the insurer(s) shall give Sprung at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Buyer shall provide Sprung with a certificate of insurance evidencing all required insurance as a condition precedent to the shipment of the Structures to Buyer's facility, and thereafter as necessary to assure that Sprung always has current certificates evidencing such insurance.

SNOW LOAD:

The Structures are designed to shed snow. In the event that the structures are to be erected in a heavy snow fall area the Buyer will be responsible for keeping the sides of the structures clear to permit the shedding action to take place.

ATTORNEY'S FEES:

If either Buyer or Sprung engages the services of any attorney to enforce or interpret any of the provisions of this Purchase Agreement, the prevailing party shall be entitled to receive, in addition to any other award of the Court, reasonable attorney's fees and costs as awarded by the Court.

RESPONSIBILITY FOR TOOLS:

Although specialized hand tools are supplied for your use at no charge, you are responsible for such tools and their security at your site until picked up by Sprung following completion of the erection of the structure. Buyer shall pay the full replacement cost of any tools that are lost, stolen or damaged.

RESTOCKING:

Should Buyer seek to cancel this Agreement after manufacture has begun and should Sprung consent to such cancellation a charge of \$ 215,993.35 state and local sales and/or use taxes extra, for mobilization, restocking and custom items for both structures shall be paid by Buyer. If the Structures have been shipped, Buyer must also pay Sprung the cost of shipping the Structures and the return freight as provided in the above provisions.

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COUNTERPARTS:

This Agreement may be executed by the parties in separate counterparts via facsimile or email, each of which shall be deemed an original and both of which together shall be deemed to be one and the same instrument.

**ENTIRE AGREEMENT:** 

This Agreement shall constitute the entire agreement between Sprung and the Buyer and neither party makes any representations, guarantees, undertakings, promises or warranties with respect to the matters contained herein, either expressed or implied, except those which are set forth herein or attached.

WAIVER:

Sprung and Buyer hereby waive trial by jury in any action or proceeding to which Buyer and/or Sprung may be parties arising out of or in any way pertaining to this agreement.

NOTICES:

All Notices hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated above of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

GOVERNING LAW JURISDICTION:

This Agreement shall in all respects be governed by, and construed in accordance with the internal laws of the State of California (without regard to any conflict of laws principles), including all matters of construction, validity and performance, regardless of the location of the Structures. Buyer agrees that any action or proceeding arising out of or relating to this Agreement may be commenced by Sprung in any state or Federal court in the State of California, and agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction upon Buyer if served personally or by certified mail to Buyer at the mailing address below Buyer's signature or as otherwise provided under the laws of the State of California.

ACCEPTED BY:	G&G BUILDERS INC.	SPRUNG INSTANT STRUCTURES, INC.
	Per: ////////////////////////////////////	Per:
	Print Name: Gevard Callahar	)
	Title: Presidet	Per:
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#### San Francisco Public Works

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

#### ARCHITECTURAL MEMBRANE WITH POLYURETHANE COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. They withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for membrane which deteriorates from any of the aforementioned factors within FIFTEEN (15) YEARS from the date of delivery of the structure(s), for gray polyurethane coated architectural membrane and within FIVE (5) years for the Purple, Salem Blue, and Ennis 413 Bright Blue colors.

#### EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) years from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and structures will require 's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

March 2, 2018

PHIL SPRUNG - PRESIDENT



**GANTT VIEW** 

Project: 1290004 - Division Circle Navigation Center

Date: 02/26/2018

	Task Name	Duration	Start	Finish		1		I	1	1	1	
					2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jı
1	NTP to Start Construct	1 day	02/26/2018	02/26/2018			NTP to Start Co	nstruction -				
2	• Survey & Building Lay	1 day	02/27/2018	02/27/2018			Survey & Build	ding Layout				
3	Demo & Foundation	20 days	02/28/2018	03/27/2018	De	Demo & Foundation w/ MEP Rough In Dining Hall 0%						
4	Erect Dining Hall Spru	15 days	03/28/2018	04/17/2018		Erect Dining Hall Sprur g Structure 0%						
5	Demo & Foundation D	20 days	03/12/2018	04/06/2018		Demo & Foundation Dormitory → 0%						
6	Install Sewer Line	15 days	03/05/2018	03/23/2018		Install Sewer Line 0%						
7	Erect Dormitory Spru	22 days	04/09/2018	05/08/2018	Erect Dormitory Sprung Structure 0%							
8	<ul><li>Underground, Water,</li></ul>	25 days	03/28/2018	05/01/2018	Underground, Water, Fire & Electrical → 0%							
9	Mech,Elec,Plum,Fire S	29 days	04/18/2018	05/28/2018			Mech,Elec,Plum	,Fire Sup Dining	Hall & Interior Buil	ldout 0%		H
10	Install Modular Buildin	6 days	04/24/2018	05/01/2018					Install Modular E	Buildings 0%		
11	• Mech,Elec,Pumb,Fire S	15 days	05/09/2018	05/29/2018					1ech,Elec,Pumb,Fir	re Sup Dormitory	0%	H
12	Exterior Deck, Railings	20 days	05/02/2018	05/29/2018				I E I	xterior Deck, Raili	ngs & Ramps	0%	
13	• Landscaping, Fencing	37 days	04/09/2018	05/29/2018				Landsca	ping, Fencing Etc.	0%		
14	<ul> <li>Substantial Completion</li> </ul>	1 day	05/30/2018	05/30/2018				i		Substantial	Completion	



Building Community since 1973

Bill To Name Bill To City & County of San Francisco

Golden Gate Park 501 Stanyan St, 2nd FL

San Francisco, California 94117

**United States** 

Quote Number 00024852

Opportunity Name SF Navigation Center

Quote Name San Francisco Navigation Center

 Quote Date
 2/14/2018

 Quote Exp Date
 3/9/2018

 Est Lead Time
 6-8 weeks

Ship To Name City & County of San Francisco

Ship To Golden Gate Pk

100 MLK Dr

San Francisco, California 94122

**United States** 

Quantity	Product	Product Description	Sales Price	Total Price
4.00	88-60D	6' BENCH, DOUGLAS FIR	\$500.00	\$2,000.00
9.00	484-36	36" DIA STL TABLE	\$600.00	\$5,400.00
36.00	483-20HSNA	STEEL CHAIR, NO ARMS	\$390.00	\$14,040.00
6.00	77-60D	6' BENCH, GULL WING, DOUGLAS FIR	\$675.00	\$4,050.00
2.00	80-00	ALL-STEEL ASH URN	\$420.00	\$840.00
4.00	82-10	10' DUAL-SIDE ENTRY BIKE RACK	\$500.00	\$2,000.00
1.00	Porter Athletic	Athletic Equipment - Porter 09232OFG Championship Set 4" square pole has extension arm and sway braces to enhance unit stability. The direct goal mount provides superior strength and rigidity to the 48" x 36" acrylic backboard. Unit includes backboard, goal, nylon net, and mounting hardware.	\$957.00	\$957.00
1.00	Discount-EP	One time Good Faith customer discount.	(\$1,000.00)	(\$1,000.00)
1.00	Fee	Contingency to be used if needed.	\$4,953.06	\$4,953.06

Total Quote Amounts			
County/ City Tax	San Francisco County	Materials Amount	\$28,287.00
Tax Rate	8.5000%	Tax Amount	\$2,404.40
Credit Terms		Labor Total	\$4,953.06
	Net 30 On Materials Shipment	Freight Amount	\$2,329.00
		Total	\$37,973.46

#### Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering or shipping materials in 2019, please add 3-6% to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

Signature			

Prepared By Astrid Cynor

Email astridc@rossrec.com



Building Community since 1973

Bill	То	Name	

City & County of San Francisco

Bill To Golden Gate Park

501 Stanyan St, 2nd FL San Francisco, California 94117

**United States** 

Name	 			
Title		 	 	
Date				

Quote Number 00024852

Opportunity Name SF Navigation Center

Quote Name San Francisco Navigation Center

Quote Date 2/14/2018

Quote Exp Date 3/9/2018

Est Lead Time 6-8 weeks

Ship To Name City & County of San Francisco

Ship To Golden Gate Pk 100 MLK Dr

San Francisco, California 94122

**United States** 

Prepared By Astrid Cynor

Email astridc@rossrec.com

#### San Francisco Public Works

COUNTY OF SAN FRANCE OF SAN FR

GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 www.SFPublicWorks.org



London Breed, Acting Mayor Mohammed Nuru, Director

Public Works Order No: 186871

## CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS EMERGENCY DECLARED AND CONTRACT AWARDED

An **Emergency** exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, **an Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

G&G Builders, Inc. 4542 Contractors Place Livermore, CA 94551

is hereby awarded a contract with a not-to-exceed value of <u>\$770,000.00</u> to furnish design, engineering, procurement, and delivery of Sprung Structures for a Navigation Center at Division Circle.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



This Order serves as the Notice to Proceed.

#### **DISTRIBUTION:**

G&G Builders, Inc.

BDC: Ronald.Alameida@sfdpw.org; Julia.laue@sfdpw.org; Andrew.Sohn@sfdpw.org; Lourdes.Garcia@sfdpw.org; Nicolas.King@sfdpw.org; Charles.Higueras@sfdpw.org;

Paul.DeFreitas@sfdpw.org;

Deputy Director: <u>Edgar.Lopez@sfdpw.org</u> Public Affairs: <u>Jennifer.Blot@sfdpw.org</u> K2Systems: <u>K2Systems@sfdpw.org</u>

Contract Admin: <a href="mailto:ContractAdmin.Staff@sfdpw.org">ContractAdmin.Staff@sfdpw.org</a>;

12/28/2017

12/29/2017

X Edgar Lopez

Lopez, Edgar Acting Department Head Signed by: Lopez, Edgar

Nuru, Mohammed Mayor's Designee Signed by: Stringer, Larry



#### San Francisco Public Works

GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 ■ www.SFPublicWorks.org



London Breed, Acting Mayor Mohammed Nuru, Director

**Public Works Order No: 186998** 

## CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS EMERGENCY DECLARED AND CONTRACT AWARDED

An **Emergency** exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, **an Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

G&G Builders, Inc. 4542 Contractors Place Livermore, CA 94551

is hereby awarded a contract with a not-to-exceed value of \$150,000.00 to provide architectural and engineering design for the Design-Build project delivery for a navigation center at Division Circle.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



**Professional Liability**, Contractor is notified that in the event that employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less that \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject contract.

This Order serves as the Notice to Proceed.

<u>DISTRIBUTION:</u> G&G Builders, Inc.

BDC: Ronald.Alameida@sfdpw.org; Julia.laue@sfdpw.org; Andrew.Sohn@sfdpw.org; Lourdes.Garcia@sfdpw.org; Ni

colas.King@sfdpw.org; Charles.Higueras@sfdpw.org; Paul.DeFreitas@sfdpw.org;

Deputy Director: <a href="mailto:Edgar.Lopez@sfdpw.org">Edgar.Lopez@sfdpw.org</a>
Public Affairs: <a href="mailto:Jennifer.Blot@sfdpw.org">Jennifer.Blot@sfdpw.org</a>
K2Systems: <a href="mailto:K2Systems@sfdpw.org">K2Systems@sfdpw.org</a>

Contract Admin: ContractAdmin.Staff@sfdpw.org;

1/22/2018 1/22/2018

X Edgar Lopez

X Mohammed Nuru

Lopez, Edgar Acting Department Head Signed by: Lopez, Edgar Nuru, Mohammed Mayor's Designee Signed by: Nuru, Mohammed



#### San Francisco Public Works

GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 www.SFPublicWorks.org



#### Mark Farrell, Mayor Mohammed Nuru, Director

**Public Works Order No: 187132** 

## CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS EMERGENCY DECLARED AND CONTRACT AWARDED

A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, an Emergency is declared to exist under the provisions of Section 6.60 of the San Francisco Administrative Code, and

G&G Builders, Inc. 4542 Contractors Place Livermore, CA 94551

is hereby awarded a contract with a not-to-exceed value of \$3,100,000.00 to construct a Navigation Center at the site known as Division Circle, 246 South Van Ness. The work will be issued on a task order basis as required and requested by San Francisco Public Works.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



**Professional Liability**, Contractor is notified that in the event that employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less that \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject contract.

This Order serves as the Notice to Proceed.

DISTRIBUTION:

G&G Builders, Inc.

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Talor@sfdpw.org; Nicolas.King@sfdpw.org; Deputy Director: Edgar.Lopez@sfdpw.org
Public Affairs: Jennifer.Blot@sfdpw.org
K2Systems: K2Systems@sfdpw.org

Contract Admin: ContractAdmin.Staff@sfdpw.org;

2/8/2018 2/9/2018

X Edgar Lopez

Lopez, Edgar Acting Department Head Signed by: Lopez, Edgar X Mohammed Nuru

Nuru, Mohammed Mayor's Designee Signed by: Nuru, Mohammed

