

30 October 2008

Addendum 1
to
The Plans and Specifications
for the
San Jose/Santa Clara Water Pollution Control Plant
Fiscal Year 2009-2010 Capital Improvement Program

MCC H1, MCC H2, MCC J1, and MCC J2 Replacement Project

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for the San Jose/Santa Clara Water Pollution Control Plant, Fiscal Year 2007-2008 Capital Improvement Program, Switchgear M5, Interim Ring Bus, and Medium Voltage Cables Replacement Design-Build Project.

Important

This addendum must be acknowledged when your bid is submitted. Failure to acknowledge the addendum may constitute grounds for rejection of the bid.

Instructions:

1. The Acknowledgement of Addenda Section is added to the Specifications after the Mandatory Submittals Requirement & Acknowledgement Section.
2. Replace Attachment 4 in the Special Provisions Section with the attached.
3. The attached Supplementary Conditions Section is added to the Specifications after the Special Provisions Section.
4. Question from Blocka Construction, Inc.
 - a. What are the constraints for transferring loads from the (E) MCC to the temporary MCC, and back? How long can each feeder be taken out of service during this process? Does the owner anticipate that each feeder will be transferred one at a time, or can the entire MCC be taken out of service for several days while we transfer loads to the temporary MCC?

Answer: Feeders shall be transferred one at a time. Each feeder can be taken out of service for a few hours. The work must be scheduled in advance with City staff.

5. Questions from Anderson Pacific Engineering Construction, Inc.

- a. The project asks for certification at bid time of confine space qualified workers. Is this necessary? Where is the confined space on this project?

Answer: Confined space training certificates for rescuer & crew members are not required.

- b. The specs also require a structural engineer on the project. Other than calculations for seismic is this required?

Answer: Seismic calculations for the mounting supports of the new and temporary MCCs are required.

- c. Note 1 on Drawing 32E2003. This note indicates that existing documentation will be confirmed by contractor. I am thinking we will have access to each bucket for this confirmation. Would you please confirm?

Answer: The contractor will have access to the buckets. Note: The starters will be energized during these inspections.

- d. Note 5 on Drawing 32E2003. This note is calling for the temporary MCC to energize critical loads. I am thinking the scope would be to have the same manual type of controls and not automated controls through the DCS system. Would you please confirm?

Answer: The temporary MCC will not require DCS automatic controls.

- e. Note 29 on Drawing 32E2003. This note indicates that existing MCCs have manual controls and that the new MCCs will have fully automated controls. I am thinking the scope of this project is to modify the DCS system to automate the plant controls of this existing equipment. This would include plant HMI, DCS and Smart MCC controllers. And no programming by owner. I am also thinking the scope of work is to develop control strategies for the different processes. Would you please confirm?

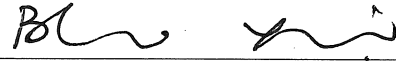
Answer: The City will develop the automatic control strategy in the DCS. Any configuration or programming changes to the DCS system will be performed by the City. The contractor will be responsible to integrate the I/O devices and associated switches in each motor starter to coordinate with the automatic DCS controls with the existing manual controls.

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Bidder's Name

Approved by:

Signature of Bidder



Bhavani Yerrapotu, PE
Division Manager
Technical Support Services
SJ/SC Water Pollution Control Plant

Title of Bidder

Date

This addendum contains 3 pages plus a 24-page attachment.

San Jose/Santa Clara Water Pollution Control Plant

Acknowledgement of Addenda

MCC H1, MCC H2, MCC J1, and MCC J2 Replacement Project

The undersigned Bidder acknowledges the receipt and acceptance of the following addenda:

Addendum No. _____	Date Issued _____
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Addendum No. _____	Date Issued _____
Addendum No. _____	Date Issued _____
Addendum No. _____	Date Issued _____
Addendum No. _____	Date Issued _____

Name

Signature

Company

ATTACHMENT 4

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance to protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

D-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Builders' Risk Insurance
5. Professional Liability Errors and Omissions

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

D-2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and
4. Builder's Risk: Completed value of the project. No deductible shall exceed \$50,000

5. Professional Liability Errors and Omissions:

For Contractors or Subcontractors performing any type of design or engineering services or other professional services including but not limited to, Architect, Structural Engineer, Civil Engineer, Electrical Engineer, surveying, sampling, testing and any other professional deemed necessary activities.

Professional Liability insurance protecting against liability arising out of any negligent act, error or omission in performance of design or engineering services for the Project with per claim and aggregate limits not less than \$3,000,000. If Contractor provides design or engineering services in-house, design-build professional liability insurance or the equivalent is required. If any design or engineering services are furnished by a Subcontractor the Subcontractor shall be required to provide professional liability coverage.

Contractor agrees to maintain continuous coverage for professional liability applicable to work performed on this project for a period no less than five years after completion of the work on this project. Any claims-made policy used to meet the requirements of this agreement shall have a retroactive date prior to commencement of work on this project.

D-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.

- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability
Coverage shall be endorsed to state carrier waives its right of subrogation against the City its officials, employees, agents and contractors
3. Builders' Risk policies shall contain the following provisions:
- a. City of San Jose shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against the City of San Jose
4. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

D-5 Duration

- 1. Commercial General Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
- 2. If any of such coverages are written on a claims-made basis, the following requirements apply:
 - a. The policy retroactive date must precede the date work commenced under this AGREEMENT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

D-6 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

D-7 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages. This proof of insurance shall be either emailed in pdf format to:

Riskmgmt@sanjoseca.gov

or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

CITY OF SAN JOSE – Human Resources
Risk Management
200 E. Santa Clara Street, 2nd Floor Wing
San Jose, CA 95113-1905

D-8 Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Special Provisions of the City of San Jose and other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1. DEFINITIONS

SC-2. PRELIMINARY MATTERS.

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.

SC-4. CONTRACTOR'S RESPONSIBILITIES.

SC-5. OTHER WORK.

SC-6. ENGINEER'S STATUS DURING CONSTRUCTION.

SC-7. TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.

SC-8. PAYMENTS TO CONTRACTOR.

SC-9. DISPUTE AVOIDANCE AND DISPUTE RESOLUTION.

SC-10. PROHIBITION OF GIFTS

SC-11. PROJECT CONSTRUCTION SPECIFICATIONS

SC-12. CONSTRUCTION SAFETY

SC-1. DEFINITIONS. The following terms used in these Contract Documents supplement those included in the City of San Jose Standard Specifications, and the Standard Details, 1992. The following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

SC-1.1. Agreement. The written agreement between the Owner and the Contractor covering the work to be performed; other Contract Documents are attached to the agreement and made a part thereof as provided herein.

SC-1.2. Bidder. The one who submits a Bid directly to Owner, as distinct from a sub-bidder who submits a bid directly to a Bidder.

SC-1.3. Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

SC-1.4. Contract Documents. The agreement, the addenda (which pertain to the Contract Documents), the Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, the notice to proceed, the bonds, the Special Provisions, these Supplementary Conditions, the specifications and the drawings as the same are more specifically identified in the agreement, together with all written amendments, change orders, work change directives, field orders, and the Engineer's written interpretations and clarifications issued on or after the effective date of the agreement.

SC-1.5. Defective. An adjective which when modifying the work refers to work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the Engineer's recommendation of final payment, unless responsibility for the protection thereof has been assumed by the Owner at substantial completion.

SC-1.6. Drawings. The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which have been prepared or approved by the Engineer and are referred to in the Contract Documents. Shop drawings and reference drawings are not drawings as so defined.

SC-1.7. Engineer. An employee of the City, designated to be in charge of the project.

SC-1.8. Engineer's Consultant. A person, firm, or corporation having a contract with the Engineer to furnish services as the Engineer's independent professional associate or consultant with respect to the project.

SC-1.9. Field Order. A written order issued by the Engineer which orders minor changes in the work, but which does not involve a change in the contract price or the contract time.

SC-1.10. Functional Test. A test or tests in the presence of the Engineer to demonstrate that the installed equipment or system meets manufacturer's installation and adjustment requirements and other requirements specified including, but not limited to, noise, vibration, alignment, speed, proper electrical and mechanical connections, thrust restraint, proper rotation, and initial servicing.

SC-1.11. Maintenance Operation. As used in the Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

SC-1.12. Milestone. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to substantial completion of all the work.

SC-1.13. Operation Period. The operation period begins when the facility has been successfully started up as defined under Paragraph Startup Test Period and has met all Substantial Completion requirements.

SC-1.14. Owner. The City or authority, corporation, association, firm, or person with whom the Contractor has entered into the agreement and for whom the work is to be provided.

SC-1.15. Partial Utilization. Use by the Owner of a substantial completed part of the work for the purpose for which it is intended (or a related purpose) prior to substantial completion of all the work.

SC-1.16. Performance Test. A test performed in the presence of the Engineer and after any required functional test specified, to demonstrate and confirm that the equipment and/or system meets the specified performance requirements.

SC-1.17. Person-Day. One person for 8 hours, excluding travel time, within regular Contractor working hours.

SC-1.18. Project. The total construction of which the work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

SC-1.19. Resident Project Representative. The authorized representative of the Engineer who may be assigned to the site or any part thereof.

SC-1.20. Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the work and which establish the standards by which such portion of the work will be judged.

SC-1.21. Significant Interruption. Significant interruption may include failure of the Contractor to maintain qualified onsite startup personnel as scheduled, failure to meet specified performance for more than 2 consecutive hours, failure of any critical equipment unit, system, or subsystem that is not satisfactorily corrected within 5 hours after failure, or failure of noncritical units, system, or subsystem that is not satisfactorily corrected within 8 hours after failure as may be determined by the Engineer.

SC-1.22. Site, Plant Site, Jobsite, or Project Site. Physical location of the site on which the Project is to be constructed, or the Work is to be performed.

SC-1.23. Site Representative. The authorized representative of the Owner who is assigned to the Site, or any part thereof.

SC-1.24. Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the work.

SC-1.25. Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto.

SC-1.26. Startup Test Period. Startup of the entire facility or any portion thereof includes coordinated operation of the facilities by the Contractor, Subcontractors, Owner-operating personnel, and manufacturer's representatives for equipment items and systems after all required functional and performance tests have been completed.

SC-1.27. Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

SC-1.28. Supplier. A manufacturer, fabricator, supplier, distributor, material person, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the work by the Contractor or any subcontractor.

SC-1.29. System. The overall process, or a portion thereof, that performs a specific function. A system may consist of two or more subsystems as well as two or more types of equipment.

SC-1.30. Without Exception. The term "without exception", when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be permitted.

SC-1.31. Written Amendment. A written amendment of the Contract Documents, signed by the Owner and the Contractor on or after the effective date of the agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

SC-2. PRELIMINARY MATTERS.

SC-2.1. Copies of Documents. The Owner shall furnish to the Contractor up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

SC-2.2. Submittals. Within 10 calendar days after the effective date of the agreement (or Notice to Proceed), the Contractor shall submit the following to the Engineer for review.

A preliminary schedule of shop drawing and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal.

A preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.

SC-2.2.1. Insurance. Before any work at the site is started, the Contractor shall deliver to the Owner, certificates of insurance which the Contractor is required to purchase and maintain in accordance with the Special Provisions.

SC-2.2.2. Preconstruction Conference. Within 20 days after the Notice to Proceed, but before any work at the site is started, a conference attended by the Owner, Contractor, Principal Subcontractors, the Engineer's Consultant, representative of principal suppliers and manufacturers, and others as appropriate will be held to establish a working understanding among the parties as to the work and to discuss the schedules, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, field decisions and change orders, use of premises, security, housekeeping, assignments for safety and first aid, major equipment deliveries and critical work sequencing.

SC-2.2.3. Initially Acceptable Schedules. Unless otherwise provided in the Contract Documents, at least 10 days before submission of the first application for payment, a conference attended by the Owner, Contractor, the Engineer's Consultant, and others as appropriate will be held to review for acceptability to the Engineer the schedules submitted in accordance with Section 01330. The Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Contractor until the schedules are submitted to and acceptable to the Engineer. The progress schedule will be acceptable to the Engineer as providing an orderly progression of the work to completion within any specified milestones and the contract times, but such acceptance will neither impose on the Engineer, responsibility for the sequencing, scheduling, or progress of the work nor interfere with or relieve the Contractor from full responsibility therefor. The Contractor's schedule of shop drawings and sample submissions will be acceptable to the Engineer as providing a workable arrangement for reviewing and processing the required submittals. The Contractor's schedule of values will be acceptable to the Engineer as to form and substance.

SC-2.3. Cash Flow Projection. The Contractor shall submit a cash flow projection to the Engineer. The cash flow shall be in a form acceptable to the Owner and shall show the amount and the date that invoices are projected to be issued. The cash flow shall be broken down into separate onsite labor, manufactured equipment, and site supplied material categories. The labor values shall conform to the time frames for work to be performed as submitted in Contractor's construction schedule and manpower forecast. The equipment and material values shall list,

and conform to, the units or assemblies to be shipped. The sum of the items listed in Contractor's cash flow projection shall equal the Contract Price. Overhead and profit shall not be listed as separate items.

Such items as bond premium (if applicable), temporary construction facilities, and construction plant may be listed separately provided the costs can be substantiated.

An unbalanced projection providing for overpayment on items of Work which would be performed first will not be acceptable. The projection shall be revised and resubmitted until acceptable to Owner and/or Engineer.

Acceptance by Owner and/or Engineer shall only indicate consent to the cash flow as a basis for preparation of partial payment estimates and shall not constitute an agreement as to the value of each indicated item.

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.

SC-3.1. Intent. The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer.

SC-3.2. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.

SC-4. CONTRACTOR'S RESPONSIBILITIES.

SC-4.1. Survival of Obligations. Contractor shall obtain from all Suppliers and manufacturers any and all warranties and guarantees of such Suppliers and manufacturers, whether or not specifically required by the Specifications, and shall assign such warranties and guarantees to Owner. With respect thereto, Contractor shall render reasonable assistance to Owner when requested, in order to enable Owner to enforce such warranties and guarantees. The assignment of any warranties or guarantees shall not affect the Correction Period or any other provisions of these Contract Documents.

SC-4.2. Supervision and Superintendence. The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The Contractor shall be responsible to see that the completed work complies accurately with the Contract Documents.

The Contractor shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

SC-4.3. Labor, Materials, and Equipment. The Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the work as required by the Contract Documents.

In accordance with California Labor Code Section 3099.2., the contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work.

The Contractor shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of people or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Owner's written consent given after prior written notice to the Engineer.

Unless otherwise specified in the Special Provisions, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, startup, and completion of the work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the specifications shall expressly run to the benefit of the Owner. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed,

connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents.

SC-4.4. Progress Schedule. The Contractor shall adhere to the progress schedule established in accordance with this specification, Section 01330 – SUBMITTAL PROCEDURES, and as it may be adjusted from time to time as provided below:

The Contractor shall submit to the Engineer for acceptance proposed adjustments in the progress schedule that will not change the contract times (or milestones). Such adjustments will conform generally to the progress schedule, then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SC-4.5. Figured Dimensions to Govern. Dimensions and elevations indicated on the Drawings shall be accurately followed even though different from scaled measurements. No Work indicated on the Drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from Engineer.

SC-4.6. Foreign Manufacturers. When foreign manufacturers are proposed, the Contractor shall include names and addresses of at least two companies closest to Project that maintain technical service representatives as well as a complete inventory of spare parts and accessories for each piece of equipment.

SC-5. OTHER WORK.

SC-5.1. Delays and Damages. Delays caused by work under other contracts being performed by others for the City shall not be considered delays caused by the City.

SC-6. ENGINEER'S STATUS DURING CONSTRUCTION.

SC-6.1. Resident Project Representative. The duties, responsibilities, and limitation of authority of the Resident Project Representative (if provided by Engineer) are set forth in an attachment to the Supplementary Conditions.

SC-7. TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.

SC-7.1. Correction Period. Nothing concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which Contractor's obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than to specifically correct the Work.

SC-7.2. Tests and Inspections. The Contractor shall give the Engineer timely notice of readiness of the work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

The Contractor shall employ and pay for the services of an independent testing laboratory acceptable to the Owner, to perform all inspections, tests, or approvals required by the Contract Documents, except inspections, tests, or approvals covered by the next paragraph.

If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the Engineer the required certificates of inspection or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the Owner's and the Engineer's acceptance of materials or equipment to be incorporated in the work, or of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the work.

If any work (or the work of others) that is to be inspected, tested, or approved is covered by the Contractor without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation.

Uncovering work, as provided in the above paragraph, shall be at the Contractor's expense, unless the Contractor has obtained the advance written proposal of Engineer to cover the same.

SC-7.3. Uncovering Work. If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, and equipment.

SC-8. PAYMENTS TO CONTRACTOR.

SC-8.1. Documentation to Accompany Applications for Payment. Contractor's Applications for Payment shall be accompanied by the documentation specified herein.

SC-8.1.1. Materials and Equipment. The Owner shall not make payments to the Contractor or equipment vendors for any materials and equipment to be used for the performance of the work that are stored on site.

SC-8.1.2. Schedules and Data. During the progress of the Work, each Application for Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by Engineer.

SC-9. DISPUTE AVOIDANCE AND DISPUTE RESOLUTION.

SC-9.1 This section shall comply with the Dispute Avoidance and Dispute Resolution Policy (Chapter 14.06 of the San Jose Municipal Code) in regards to Partnering and Dispute Resolution.

SC-10. PROHIBITION OF GIFTS

SC-10.1 Pursuant to Chapter 10.36, Part 5, "Prohibition of Gifts and Certain Contributions" of the City, Municipal Code and Section 7-1.01, "Laws to be Observed" of the Standard Specifications.

The Contractor is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee. Said prohibition is found in Chapter 10.36 of the San Jose Municipal Code.

Contractor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter.

The offer or giving of any gift prohibited by Chapter 10.36 shall constitute a material breach of this contract by Contractor. In addition to any other remedies City may have in law or equity, City may terminate this contract for such breach as provided in Section 8-1.11 of the Standard Specifications.

SC-11. PROJECT CONSTRUCTION SPECIFICATIONS

SC-11.1. General. This project shall consist of furnishing all labor, supervision, materials, equipment, applicable tax and other necessary items to perform all work necessary and incidental to the construction of the project known as Nitrification Gate and Channel Aeration Improvements Project according to the Contract Documents.

SC-11.2. Verification of Contract Documents. The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

SC-11.3. Coordination and Interpretation of Plans and Specifications. This section shall be in conformance with Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions", of the Standard Specifications.

SC-11.4. Order of Work. Following the award of the Contract and prior to beginning work, the Contractor shall submit to the Engineer a schedule setting forth the sequence in which construction phases will proceed, for review and approval, in accordance with Section 01310 "Progress Schedules."

SC-11.5. Safety. Attention is directed to Section 7-1.09, "Public Safety", and Section 7-1.12, "Responsibility for Damage", of the Standard Specifications.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, including employees and property, during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor, the California Occupational Safety and Health Act (OSHA), and all other applicable Federal, State and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed.

The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

For all work to be performed in the Plant's Fenced Chlorine Area, the Contractor must notify Plant Operations of their entrance and exits on a daily basis, and coordinate all work with Plant Operations prior to commencement of work.

The Contractor shall develop and maintain, for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as part of this safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

SC-11.6. Preservation of Property. The Contractor shall adhere to the applicable provisions of Section 7-1.11, "Preservation of Property", of the Standard Specifications.

SC-11.7. Non-Interference with Plant Operations and Other Contracts. The Contractor shall perform all necessary work, as detailed in these specifications, in such manner as not to interfere in any way with normal San Jose/Santa Clara Water Pollution Control Plant, hereinafter "Plant", operation. Wherever the Contractor finds it necessary to involve temporary plant operating arrangement and/or existing equipment in pursuit of work required under the Contract, he shall give adequate written notice to the Engineer, in no case less than 72 hours, to permit coordination of Plant operating procedures. In addition, the Contractor shall not block any roadway at any time.

There will be other Contractors working in the area and the Contractor shall cooperate with others to ensure that the project is performed in a timely manner.

SC-11.8. Storage Of Equipment and Materials. The Contractor shall be permitted to store equipment and materials to be used for the work at a location to be designated by the Engineer after the award of Contract.

SC-11.9. Guarantee. In addition to all other rights and remedies which City may have against Contractor, all work shall be expressly guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship of one (1) year from the date of final acceptance of the Contract.

If, within any express guarantee period, repairs or changes are required in connection with expressly guaranteed work which, in the opinion of the Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from the Engineer and without expense to the City:

- Place in satisfactory condition in every particular all of such expressly guaranteed work, correcting all defects herein;
- Correct all damage to the building, site, work, equipment or contents thereof, which in the opinion of the Engineer is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contractors; and
- Correct any work or material, or the equipment and contents of said building, site, or work disturbed in fulfilling any such express guarantee.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the express guarantee, the City may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

SC-11.10. Inspection. This section shall be in conformance with Section 5-1.08, "Inspection" and Section 5-1.08A, "Inspection for Sole Benefit of the City", of the Standard Specifications.

SC-11.11. Responsibility of Contractor. This section shall be in conformance with Section 7-1.12, "Responsibility for Damage", of the Standard Specifications.

SC-11.12. Site Inspection. This section shall be in conformance with Section 2-1.03, "Examination of Plans, Specifications, and Contract, and Site of Work", of the Standard Specifications.

SC-11.13. Underground Utilities and Structures. This section shall be in conformance with Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications and as specified herein.

Known utilities and structures adjacent to or encountered in the work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. The Contractor shall exercise reasonable care to verify the locations of facilities shown on the Drawings and to determine the presence of any which are not shown. The immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities and also shall be checked with electronic metal and pipe detection equipment.

Whenever there is a reasonable indication or cause to verify the presence or absence of an underground facility, exploratory excavations shall be made prior to proceeding with any excavation in the area.

Whenever information on buried facilities is required to perform the work, and such information is not available without excavating to expose the buried facility, the Contractor shall make exploratory excavations as required to verify the nature, shape, configuration, dimensions, materials, or other properties of buried structures, piping, and utilities.

Where the Contractor's operations could cause damage to utilities or services the Contractor shall make all arrangements necessary for the protection of these utilities and services.

Notify any utility company that will be affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

Neither the owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect any facility, above or underground, encountered in the work.

The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.

The Contractor shall bear the cost of all fines, suits, and claims arising from damage caused by the Contractor to Plant utilities, piping, structures, and other Plant facilities. The Contractor is hereby advised that damage to Plant facilities may impair treatment capability which could in turn lead to fines, suits, and claims imposed by the California Regional Water Quality Control Board and other agencies.

SC-11.14. Obstructions. Some exposed, embedded and buried obstructions may not be shown or mentioned in the Contract Documents. Except as specified in Sections 4-1.07 and 8-1.10 of the City Standard Specifications, the Contractor shall perform all work resulting from obstructions at Contractor's sole expense even though the obstructions are not known or mentioned.

SC-11.15. Landscaping Preservation and Restoration. The Contractor shall make provisions to preserve and restore existing landscaping including lawns, trees, groundcover, and shrubs adjacent to the construction activities in a timely manner. All irrigation water lines, valves, and appurtenances shall be reinstalled on either a temporary or permanent basis within 48 hours of being damaged or removed so that adjacent landscape watering can continue. The Contractor shall protect his work from possible irrigation water spray or runoff.

SC-11.16. Schedule Constraints. The Contractor shall plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, the Contractor shall comply with the provisions of Section 01310, "Progress Schedules" and shall confer with the Engineer to develop an approved work schedule which will permit the facilities to function as normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours, as directed by the specifications and the Engineer, in order to avoid undesirable conditions, at Contractor's sole expense. Contractor shall cooperate in scheduling his work as required by the Engineer and shall abide by the Engineer's decision in resolving project coordination problems, also at Contractor's sole expense.

All work requiring shutdown of Plant systems or facilities or interruptions of the Owner's operations shall normally be done during low flow periods which are between 5:00 a.m. to 8:00 a.m. on weekdays and between May 1st and October 30th unless otherwise specified by Owner. Unless noted otherwise, Contractor shall obtain approval in writing from Owner 72 hours in advance of a shutdown. Contractor shall do work at such times approved by Owner and at Contractor's sole expense.

SC-11.17. Commencement of Work. The Contractor shall provide written notice to the Engineer 48 hours in advance of the time he will commence the work.

SC-11.18. Project Construction Coordination. The Contractor shall designate a foreman to be on the job site at all times during the construction, and he shall be the contact person representing the Contractor. Contractor shall be capable of giving direct field orders as the need arises.

The Contractor shall be responsible for overseeing the entire project to its completion and in full operation as the Contract intends.

SC-11.19. Temporary Electric Power. Subject to the owner's approval, temporary electric power for use during construction may be obtained from the owner's electric system where adequate capacity and switching are available, and where the normal operation of any of the owner's facilities will not be adversely affected. In such cases, no charge will be made by the owner for electric power.

Where use of the owner's power system is not possible or is not allowed, the Contractor shall be responsible for obtaining a source of electric power for construction. Cost of electric power in this case shall be borne by the Contractor.

SC-11.20. Safety Requirements for Temporary Electric Power. Temporary electric power installation shall meet the construction safety requirements of OSHA, State and other governing agencies.

SC-11.21. Sanitary Facilities. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of the local and State Department of Health and as directed by the Engineer.

SC-11.22. Waste Disposal. The Contractor shall dispose of the waste materials removed from the job site at his own expense, in an approved manner, and at a time as directed by the Engineer. Dumping of the waste materials at the plant disposal site will not be allowed.

SC-11.23. Hazardous Substances. If the Contractor uses any hazardous substances to which City employees may be exposed, the Contractor shall supply to the Engineer, trade name of the hazardous substance and a copy of Material Safety Data Sheet (MSDS).

SC-11.24. Submittals. Submittals shall be in accordance with Section 01330, "Submittal Procedures" of these specifications.

Review of submittal information by the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications. Review of submittal information shall not relieve the Contractor from responsibility for errors or omissions in shop drawings or literature.

SC-11.25. Project Record Documents. Attention is directed to Section 5-1.04A "Record Drawings" of the Standard Specifications. In addition to record drawings, the Contractor shall maintain at the site, available to the Engineer, one copy of the Contract documents, drawings, shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These documents shall be delivered to the Engineer upon completion of the work.

SC-11.26. Bidding and Payment. The Contractor shall bid on the entire work, as shown on the plans and as described in these specifications.

The estimate of quantities of work to be done is tabulated in the proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the Award of Contract will be made. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Engineer.

- Scope of Payment. This section shall be in conformance with Section 9-1.02, "Scope of Payment", of the Standard Specifications.
- Partial Payment. This section shall be in conformance with Section 9-1.06, "Partial Payment", of the Standard Specifications.

SC-11.27. Communications to Owner and Engineer. All notices and other communications directed to Owner shall be delivered to:

SJ/SC Water Pollution Control Plant
700 Los Esteros Road
San Jose, CA 95134-1001
Attention: Ben Hong

SC-11.28. Additional Copies of Plans and Specifications. The Contractor to whom a contract is awarded will be furnished, without cost to him, 5 copies of the specifications and 5 full-size sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from Engineer at the Contractor's expense.

SC-12. CONSTRUCTION SAFETY

SC-12.1. Contractor's Responsibility. Attention is directed to Sections 7-1.01E, "Trench Safety", 7-1.06, "Safety & Health Provisions", 7-1.09, "Public Safety", 7-1.12, "Responsibility for Damage," and 7-1.121 "Protection of Contractor's Work & Property" of the Standard Specifications.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, including employees and property, during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor, the California Occupational Safety and Health Act (OSHA), and all other applicable Federal, State and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

For all work to be performed in the Plant's fenced Chlorine Area, the Contractor must notify Plant Operations of their entrance and exits on a daily basis and coordinate all work with Plant Operations prior to commencement of work.

The Contractor shall develop and maintain, for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site. The Contractor, as part of this safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall demonstrate an understanding of the Plant procedures established for emergency care of persons who may be injured on the job site.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim. Such notice shall be in addition to any other notice requirements, which may apply to such claims.

- Plant Safety Plan: Each contractor and subcontractors shall be required to attend a pre-construction meeting to receive a briefing by the Environmental Services Department Safety Officer regarding Plant safety issues and measures.
- Incident or Accident Emergency at Plant: In the event of an accident or incident during construction, Contractor shall immediately notify the Plant Computer Room.. Contractor shall call 911 for accident involving bodily injury, fire hazard, damage to gas piping, flooding and similar occurrences, requiring an immediate emergency response. Contractor shall also comply with all CAL-OSHA notification requirements.

The Plant Emergency Control Center is in the Computer Room located inside the Administration Building. Computer Room Staff can be reached 24 hours day and night at phone number 408-945-5317.

- Plant Facilities Operation: Contractor personnel shall not operate, by any means, existing Plant facilities. Contractor shall submit 72 hour advanced notice to City Engineer for any required facility change in operation including valve lockup and tagging. for system shutdown for each individual project. The Plant staff will execute the shutdown after the request has been approved.
- Training & Certificates: Contractor personnel shall have sufficient training and certificates in performing work such as confined space entry, asbestos material removal, welding, diving, heavy equipment operation, and others. Up-to-date certificates for all personnel performing such work shall be provided to City Engineer or Plant area supervisor before the start of the work.
- Equipment Operation: All cranes and hoists, forklifts, confined space rescue equipment, gas monitors, diving gear, and welding tools or other equipment shall be certified or verified (tested or calibrated) for their operability and rated capacity. Contractor shall present those certificates to City Engineer or Plant area supervisor before the start of the work.
- Confined Space Entry: No confined-space entry is allowed unless specifically approved by the City Engineer. A contractor planning a confined-space entry on Plant grounds must submit a copy of the company's confined-space program to the City Engineer. Contractor must be prepared to follow California Code of Regulations (CCR), Title 8, Section 5157 governing confined space entry, as well as the procedures followed by Plant personnel. Contractor is responsible for supplying own certified rescuer and rescuing equipment at no cost to the City. Contractor must notify the City Fire Department of the time and date prior to confined space entry.
- Hot Work Responsibilities: Fire resulting from hot work could significantly affect Plant operations. Hot work includes brazing, cutting, grinding, soldering, torch-applied roofing, and welding. No hot work is permitted without authorization from the City Engineer. Contractor shall submit Hot Work Plan to the City Engineer for review and approval. A hot work permit must be signed and posted by Contractor at designated site. Specific fire fighting equipment and protection gear will be required at the hot work site before any work can be started. A City fire safety officer shall be present at all times in hot work situations covered under San Jose Municipal Code, Section 17.82.310.
- Submittals, if applicable, after the Award of Contract
 - Mandatory Safety program: Injury and Illness Prevention Program (IIPP) or Safety Work Plan
 - Material Safety Data Sheets (MSDS's): Any hazardous material brought onto the plant site by Contractor or subcontractors
 - Hot Work Program: For welding, torching, cutting, brazing, etc., around combustible or hazardous materials

- Training Certificate or License: Asbestos removal, welding, diving, and heavy equipment operation (for cranes, forklifts, etc), confined-space entry and rescue, etc.
- Calculations: Seismic design for equipment support, shoring for deep soil excavation, adequacy check of existing floor and structures for support of moving loads, etc.
- Confined space training certificates for rescuer & crew members and previous experience pertinent to Confined Space work

End of Section