



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Kerrie Romanow  
Matt Cano

**SUBJECT:** SEE BELOW

**DATE:** August 2, 2022

Approved

Date

**8/3/2022**

**SUBJECT: REPORT ON BIDS AND AWARD OF CONSTRUCTION CONTRACT FOR 8781 – FIRE LIFE SAFETY UPGRADES PROJECT AT THE SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY**

## RECOMMENDATION

Report on bids and award of construction contract for the 8781- Fire Life Safety Upgrades Project Re-Bid to the lowest responsive bidder, Blocka Construction, Inc., in the amount of \$2,839,000, and approve a 15 percent construction contingency in the amount of \$425,850.

## OUTCOME

Award of the construction contract to Blocka Construction, Inc. allows for the construction and completion of the Fire Life Safety Upgrades Project Re-Bid (Project) at the San José-Santa Clara Regional Wastewater Facility (RWF). Approval of a 15 percent contingency will provide funding for unanticipated work to properly complete the Project.

## BACKGROUND

Most of the buildings at the RWF are between 30 and 60 years old, and need refurbishment to improve worker health, safety, and environment. In late 2011, the City of San José (City) conducted a fire code compliance gap analysis that identified compliance gaps and fire risk potentials across most of the buildings. Since 2012, RWF staff has implemented corrective actions to address many of the findings; however, some corrective improvements remain outstanding and require capital construction. In early 2018, staff completed an initial condition assessment and evaluation that identified upgrades or modifications needed in seven of the 32 existing buildings.

The Project will standardize and upgrade fire life safety systems in six newly constructed buildings and seven existing buildings and install a new centralized fire alarm monitoring system to comply with current building and fire codes. Unused fire alarm equipment will also be

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removed under the Project. The updated fire alarm systems and centralized fire alarm notification monitoring system will ensure the safety of the occupants of each building and improve RWF reliability. Attachment A – Project Location Map shows the location of the buildings in the Project scope.

The Project schedule allows for 260 working days. Construction is scheduled to begin in October 2022, with substantial completion in November 2023.

Prior Bid Opening

This Project was originally bid in February 2020 as a low-bid design-build project. No responsive bids were received, and the project team decided to change the project delivery method to design-bid-build. The design consultant was retained to complete the design documents for bid.

**ANALYSIS**

Bids were opened on May 19, 2022 with the following results:

Contractor	Bid Amount	Variance Over/(Under) Amount	Over/(Under) Percent
FE Controls Corporation (Fremont) <b>(Non-Responsive)</b>	\$2,262,905	(\$338,495)	(13)
<b>Engineer’s Estimate</b>	<b>\$2,601,400</b>	--	--
Blocka Construction, Inc. (Pleasanton) <b>(Apparent Low Bidder)</b>	\$2,839,000	\$237,600	9
Intelligent Technologies and Services, Inc. (Pleasanton)	\$2,865,369	\$263,969	10

FE Controls Corporation’s bid was deemed non-responsive due to the bidder’s failure to submit a required form detailing its experience with fire alarm installation projects.

On May 26, 2022, FE Controls Corporation submitted a protest (see Attachment B) requesting that the City reverse its non-responsive determination and award the contract to FE Controls. The protest asserted that the “Fire Alarm Experience Requirements” form was not required to be submitted as part of a responsive bid package. However, the bid documents clearly stated that the bidder must provide the information requested by the City. Staff recommends that City Council uphold the determination that FE Controls Corporation’s bid is non-responsive.

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The lowest responsive bid submitted by Blocka Construction, Inc. is nine percent above the Engineer's Estimate. The higher than anticipated bid amount is attributed to market conditions, which is experiencing a rise in material costs due to inflation, as well as a limited pool of qualified fire alarm subcontractors. Based on these factors, staff considers this amount to be reasonable.

Blocka Construction, Inc. has successfully constructed several projects for the City in the last five years, including the M4 Switchgear Replacement and G3 & G4 Removal Project at the RWF. Blocka Construction, Inc. has worked on other high profile RWF projects as an electrical subcontractor and is very familiar with working conditions at the facility.

San José Municipal Code Section 27.04.050 provides that the contingency for all public works contracts involving the renovation of a building or buildings cannot exceed 15 percent of the total contract amount. Staff recommends a 15 percent contingency, which should be sufficient to account for unforeseen conditions that might arise in the construction.

### **Project Labor Agreement**

At the time of bid, the threshold for applying the project labor agreement to capital projects was \$3,000,000. As such, a project labor agreement is not applicable to the Project because the Engineer's Estimate was under the threshold.

### **Local and Small Business Outreach**

Procurement staff used Biddingo to outreach to local and small business enterprises. Chapter 4.12 of the San José Municipal Code defines a "local business enterprise" as one with a legitimate business presence in Santa Clara County and "small business enterprise" as a local business enterprise with 35 or fewer employees. Procurement staff sent bid invitations to 10,866 vendors, and documents were downloaded by 22 vendors, approximately one of which was located within Santa Clara County and therefore local. The recommended contractor is not a local or a small business enterprise. In addition, no local and/or small business enterprises were listed as subcontractors.

### **CONCLUSION**

Based on staff's evaluation of the bids, staff recommends awarding the construction contract for the Project to the lowest responsive bidder, Blocka Construction, Inc.

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### **EVALUATION AND FOLLOW-UP**

No follow-up action with City Council is expected at this time. Quarterly progress reports of the RWF Capital Improvement Program will also be submitted to the Treatment Plant Advisory Committee (TPAC) and posted on the City's website.

### **CLIMATE SMART SAN JOSE**

The recommendation in this memorandum has no effect on Climate Smart San José energy, water, or mobility goals.

### **PUBLIC OUTREACH**

This Project was advertised on Biddingo.com on April 6, 2022. This memorandum will be posted on the City's Agenda website for the August 11, 2022 TPAC meeting and August 23, 2022 City Council meeting.

### **COORDINATION**

The Project and memorandum have been coordinated with the Fire Department, the City Manager's Budget Office, the Department of Planning Building and Code Enforcement, and the City Attorney's Office.

### **COMMISSION RECOMMENDATION/INPUT**

This memorandum will be presented at the August 11, 2022 TPAC meeting for consideration. A supplemental memo with the TPAC's recommendation will be included in the amended August 23, 2022 City Council meeting agenda.

### **FISCAL/POLICY ALIGNMENT**

This Project is consistent with the City Council-approved budget strategy to focus on rehabilitating aging RWF infrastructure, improve efficiency, and reduce operating costs. This Project is also consistent with the budget strategy principle of focusing on protecting our vital core services.

**COST SUMMARY/IMPLICATIONS**

1.	AMOUNT OF RECOMMENDATION/COST OF PROJECT:	\$2,839,000
	Project Delivery*	\$2,261,038
	Construction	\$2,839,000
	<u>Contingency (15%)</u>	<u>\$425,850</u>
	Total Project Costs	\$5,525,888
	<u>Prior Year Expenditure</u>	<u>\$1,688,263</u>
	<b>REMAINING PROJECT COSTS</b>	<b>\$3,837,625</b>

\*Project delivery includes \$297,538 for project management, professional consultant services, condition assessment, alternative analysis and conceptual design during feasibility/development, \$876,588 for project management, professional consultant services, preliminary and detailed designs, \$136,082 for project management and professional consultant service during bid and award, \$855,470 for project management, construction management, and professional consultant services during construction, and \$95,360 for project management, construction management and professional consultant services during post-construction and project closeout.

The estimated project delivery cost is above average for project delivery costs for capital projects at other wastewater facilities. Reasons for high delivery costs are: 1) original scope was based on condition assessment and evaluation of 32 buildings and final scope was based on 13 buildings, 2) Complex design resulted in increased consultant fees, 3) relatively small construction value.

2. COST ELEMENTS OF AGREEMENT/CONTRACT:

This is a lump sum contract. \$2,839,000

3. SOURCE OF FUNDING: 512 – San José-Santa Clara Treatment Plant Capital Fund.

4. FISCAL IMPACT: The Project will have annual \$50,000 impact on the San José-Santa Clara Treatment Plant Operating Fund (Fund 513) for operations and maintenance.

5. PROJECT COST ALLOCATION: In accordance with the recommendations set forth in the Capital Project Cost Allocations Technical Memo (Carollo Engineers, March 2016), this project is allocated between the four billable parameters relative to the rolling weighted average distribution of all RWF assets.

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**BUDGET REFERENCE**

The table below identifies the fund and appropriations to fund the contract recommended as part of this memorandum and remaining project costs, including project delivery, construction, and contingency costs.

Fund #	Appn #	Appn Name	Total Appn	Amt. for Contract	2022-2023 Proposed Capital Budget Page	Last Budget Action (Date, Ord. No.)
<b>Remaining Project Costs</b>			<b>\$4,166,655</b>			
<b>Remaining Funding Available</b>						
512	7681	Support Building Improvements	\$22,862,000	\$2,839,000	244	06/21/22 Ord. No. 30790
<b>Total Current Funding Available</b>			<b>\$22,862,000</b>	<b>\$2,839,000</b>		

**CEQA**

Exempt, File No. ER22-161, CEQA Guidelines Section 15061(b)(3).

/s/  
KERRIE ROMANOW  
Director, Environmental Services Department

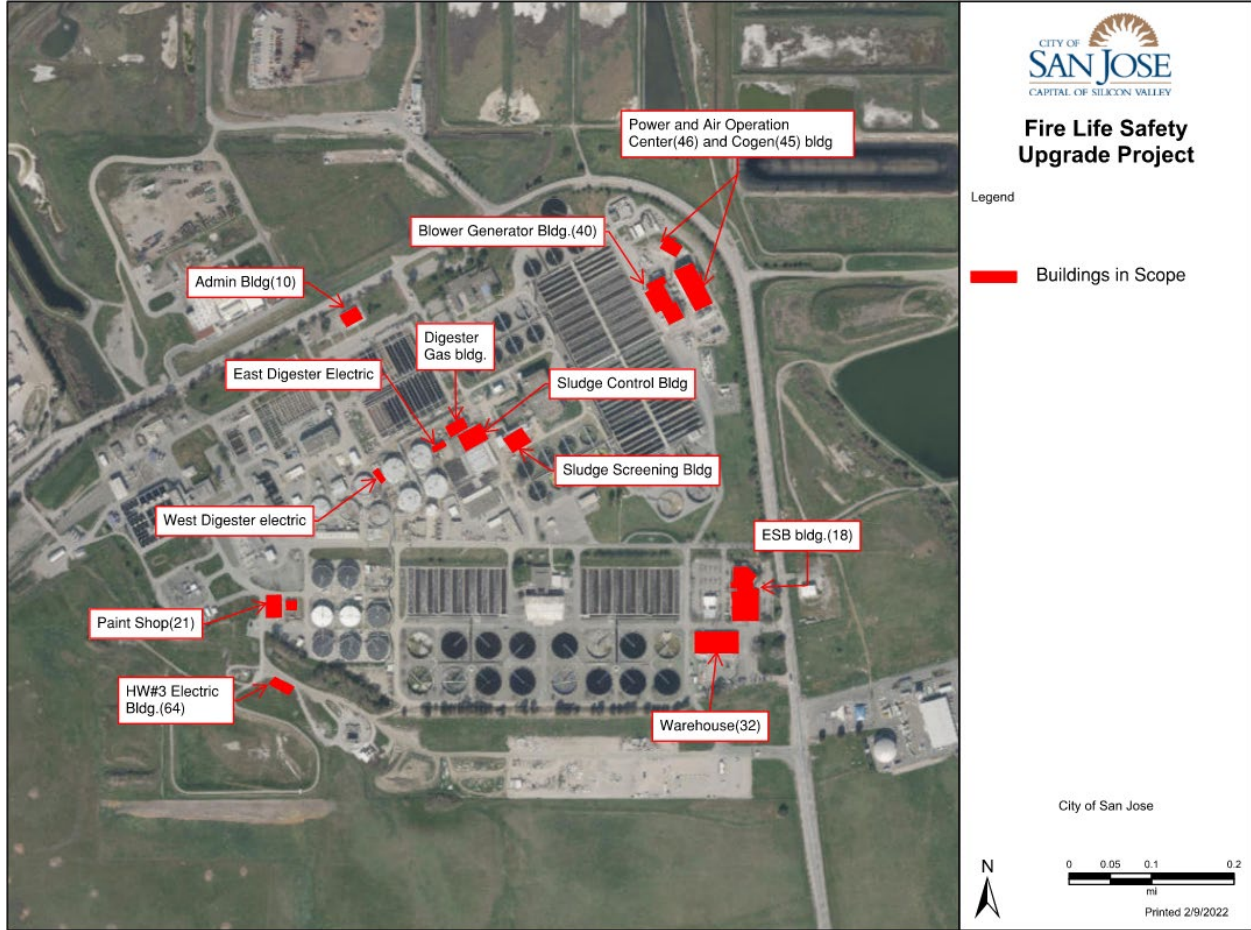
/s/  
MATT CANO  
Director of Public Works

For questions, please contact Napp Fukuda, Assistant Director, Environmental Services Department at (408) 793-5353.

Attachment A – Fire Life Safety Upgrades Project Location Map

Attachment B – Bid Protest from FE Controls, Inc.

# Attachment A – Fire Life Safety Upgrades Project Location Map





*~Your Instrumentation and Controls Specialist~*

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Harvey Wood  
FE Controls Corp.

Lauren Profeit  
CIP Procurement  
Department of Public Works  
200 E. Santa Clara St.  
San Jose, CA 95113

Protest of Notice of Intent to Award Contract for  
8781 – Regional Wastewater Facility Fire Life Safety Upgrade Re-Bid

Dear Lauren

Please accept this as our protest to the published Bid Results findings attached to the Notice of Intent to Award Contract for project 8781- Regional Wastewater Facility Fire Life Safety Upgrade Re-Bid. FE Controls was the lowest submitted bid but was determined to be Non-Response based on missing documents.

FE Controls submits the document cited as missing was not a required document to make this a complete responsive bid and the bid was incorrectly determined to be Non-Responsive. Please see explanation below

FE Controls has submitted all required documents as outlined in SUBMITTAL CHECKLIST FOR BIDDERS 00 01 13 as included in '8781 FLSU 100 Per Design Specs Volume 1 Re-bid', see attachment A.

Per the 'Submittal Checklist for Bidders' the required document to be submitted regarding contractors experience is a document titled '**Statement of Bidder's Experience**', document 00 43 25, See attachment B.

In Addendum 3 there was a change to the 'Notice to Contractors', however the 'Bidders Experience Requirements' continue to reference a single document, please see page of the Addendum 3, See attachment C

***'BIDDER'S EXPERIENCE REQUIREMENT***

*Bidders are advised that there are special experience requirements for this contract. Please see Statement of Bidder's Experience for specific details.'*

In Addendum 4 there was a change to several documents including item 1. See attachment D





*~Your Instrumentation and Controls Specialist~*

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- 1 Replace Section 00 43 25 Statement of Bidder's Experience in its entirety with the attached revised Statement of Bidder's Experience included to this addendum (Addendum No.4).

Pages 3 and 4 of Addendum 4 are titled '**Statement of Bidder Experience**', are page numbered consecutively, and reference the project number in the footnotes of both pages of the document. The Document that has been deemed non-responsive was not required to be submitted for the following reasons

1. While the document in question is included in Addendum 4, it is not titled 'Statement of Bidder Experience', it is titled 'Fire Alarm Installation Experience Requirements',
2. The 'Fire Alarm Installation Experience Requirements' is not listed on the 'Submittal Checklist for Bidders' as a required document.
3. The 'Fire Alarm Installation Experience Requirements' document does not appear to be an extension nor a part for the 'Statement of Bidder's Experience' document because
  - a. The page numbers for the 'Statement of Bidder's Experience' do not continue to the 'Fire Alarm Experience Requirements'
  - b. The 'Fire Alarm Experience Requirements' document does not contain or reference spec document number 004325,
  - c. The 'Fire Alarm Experience Requirements' document does not reference the specific project as the Statement of Bidders Experience'.
  - d. The 'Fire Alarm Experience Requirements' document does not contain the footnotes identical to the Statement of Bidder Experience
  - e. The 'Statement of Bidders Experience' does not reference explicitly or implicitly an additional document to completed
4. There is no update in the 'Submittal Checklist for Bidders' to indicate an additional document 'Fire Alarm Experience Requirements' would be required for a bid to be deemed responsive.

It is FE Controls understanding that a complete responsive bid package was provided as explicitly stated in the '8781 FLSU 100 Per Design Specs Volume 1 Re-bid Submittal Checklist For Bidders 00 01 13-1'. Per attachment A. If the city deemed additional clarification on experience requirements this 'Fire Alarm Experience Requirements' may be useful during bid evaluation process but was not required to be provided as part of a responsive bid.

FE Controls requests the City of San Jose perform an additional review of the submitted bid package based on the facts presented above, and award the bid based on the explicitly required documents as stated '8781 FLSU 100 Per Design Specs Volume 1 Re-bid Submittal Checklist For Bidders 00 01 13-1'. Per attachment A

Harvey Wood



*~Your Instrumentation and Controls Specialist~*

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FE Controls

## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder must provide a minimum of five or more completed projects as references. The five (5) references must demonstrate the bidder's experience and ability to complete the construction work as required under the terms of the Contract. The five (5) completed projects used as references must meet the following requirements

- Requirement No. 1: The bidder must have completed at least 5 projects in multi-building settings involving design-build fire alarm work with electrical installation in 5 or more existing buildings within 60-mile radius within the last 5 years.
- Requirement No. 2: The projects must have involved construction substantially similar to the construction for this Project. "Substantially similar" means the following:
- a) The original contract amount was at least \$400K; and
  - b) The projects must have involved installing UL compliant centralized fire alarm monitoring.
- Requirement No. 3: The substantial completion date for each project must have been after 2015-12-31.
- Requirement No. 4: The bidder must have completed construction of at least one project for a public entity.

<b><u>Project Name/Location</u></b>	<b><u>Owner Name and Contact Information</u></b>	<b><u>Scope of Work</u></b>	<b><u>Initial Contract Amount</u></b>	<b><u>Substantial Completion Date</u></b>


**00 01 13**  
**SUBMITTAL CHECKLIST FOR BIDDERS**

Note: This checklist is provided for your reference only and is intended to assist bidders in the submittal of a bid proposal. This checklist is not a part of the bid documents and shall not be submitted with the bid proposal.

**1. Proposal**

- Company name and contact information is complete

**2. Non-Collusion Affidavit**

- Signed and dated by Bidder
- Contractor's License(s) and DIR registration numbers are included

**3. Schedule of Quantities / Bid Sheet**

- Complete and correctly totaled
- Bid Alternate costs are included, if requested

**4. Bidder's Bond**

- Only specific Form provided is used
- Signed and dated by Bidder and Surety
- Signature for Surety is Notarized
- Surety includes Power-of-Attorney

**5. Statement of Bidder's Experience**

- Only specific Form provided is used
- All required information is included

**6. List of Subcontractors**

- Designated subcontractors are listed
- Subcontractors' DIR registration numbers are included

**8. List of Equipment Manufacturers**

- Only specific Form provided is used
- All required information is included

**9. Owner Controlled Insurance Program (OCIP) Form – B Insurance Cost Worksheet**

- Only specific Form provided is used
- All required information is included
- Signed and dated by Bidder

END OF SECTION



SECTION 00 91 13  
ADDENDUM NO. 3

TO  
PROCUREMENT DOCUMENTS  
FOR THE

8781 - FIRE LIFE SAFETY UPGRADES PROJECT - RE-BID

ISSUE DATE: 04/15/2022

Notice is hereby given that the following changes are hereby made to the procurement documents for the above referenced project.

Approved By:

*Mariana Chavez-Vazquez signed for Mariana*

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Mariana Chavez-Vazquez  
Deputy Director of ESD CIP

THIS ADDENDUM CONTAINS 5 PAGES  
(Including attachments)



**SPECIFICATIONS:**

1. **Replace** Section 00 10 11 in its entirety with the revised section attached to this addendum (Addendum No3).

## SECTION 00 10 11 NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the City of San José (“City”) seeks sealed bid proposals in accordance with the following.

**Project Name:** 8781 - FIRE LIFE SAFETY UPGRADES - REBID (“Project”)

**Description of Work:** The Project generally involves centralized fire alarm system connecting multiple buildings in a campus setting.

**Engineer’s Estimate:** \$2,601,400

### **FILING OF BIDS**

All proposals must be filed with the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., 5<sup>th</sup> Fl., San Jose, CA 95113-1905, on or before 3:00 p.m. on 4/28/22.

A representative of the Director of Public Works will publicly open and declare the aggregate bid of each bidder, using the Zoom virtual meeting platform, shortly after the filing deadline. Interested parties can access the virtual bid opening by visiting <https://www.sanjoseca.gov/CIPBids>.

### **OBTAINING PROCUREMENT DOCUMENTS**

The City is using Biddingo, an online bid solicitation website, to facilitate this procurement. This procurement is registered on Biddingo (<https://www.biddingo.com/sanjose>) under the bid number and bid name above and has the following commodity code classifications(s):

[025000] Electrical Services  
[040600] Instruments and Testing  
[070510] Fire Alarms  
[070520] Sprinkler Alarms and Smoke Detectors  
[100315] Construction – Wastewater Treatment Plant  
[100601] Design Build Services

All documents and information related to this procurement, including the Project plans and specifications, are on the Biddingo website under the bid number and bid name above. Once registered, bidders can view and download information regarding this procurement, including the bid and contract documents, as well as submit questions related to the bid and contract documents.

Once a bidder views or downloads documents for this bid, the bidder becomes a “document taker.” Biddingo will send “document takers” a notification every time the City posts an addendum, responds to a question and/or provides new information related to this procurement. Each bidder is responsible for selecting the appropriate notification options related to its Biddingo account. Following review by the City, proposals will be uploaded to Biddingo.

### **BIDDER’S RESPONSIBILITY TO CHECK FOR UPDATES**

Bidders must periodically check Biddingo to make sure the bidder has the most recent information about this procurement.



**REQUESTS FOR INFORMATION**

Bidders must submit questions or requests for information concerning any part of this bid in writing to the City via Biddingo. The City will not respond to any communication or question submitted directly to City staff or City consultants. Submit questions via Biddingo no later than 4/21/22 at 3:00 pm.

All bidders are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014, a complete copy of which can be found at <https://www.sanjoseca.gov/home/showdocument?id=19565>.

Any bidder who violates this policy will be subject to disqualification. The grounds for disqualification include contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.

**RELIANCE UPON INFORMATION**

Bidders can only rely on information obtained through Biddingo. Bidders can not rely on any other written or oral statements of the City or its officers, directors, employees or agents regarding this procurement. In the event a bidder obtains information about this procurement through any means other than Biddingo, the City will not be responsible for the completeness, accuracy or timeliness of the final bid proposal.

**BID SECURITY**

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate amount of the bid. Checks shall be made payable to the order of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. All bids must be addressed to the Director of Public Works, City of San José, shall bear the Project Number and Name and be in a sealed envelope.

**PREBID MEETING**

A non-mandatory site visit will be held on Wednesday, April 20, 2022 at 1pm at the Regional Wastewater Facility, 700 Los Esteros Rd, San Jose, CA 95134. Administration Building. This meeting will be held to allow potential bidders to view the project location. No questions will be answered at this meeting.

**DEPOSIT OF SECURITIES IN LIEU OF RETENTION**

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

**PREVAILING WAGES AND RELATED LABOR REQUIREMENTS (Non-Municipal Affair)**

This project is a "public works" as defined in Sections 1720 through 1720.6 of the California Labor Code. The contractor will be required to comply with the prevailing wage, hour and labor requirements set forth in California Labor Code Sections 1720 through 1861 (collectively "State Wage, Hour and Labor Requirements").

In accordance with the Wage, Hour and Labor Requirements, the contractor will need to pay not less than the local prevailing rate of per diem wages and the local prevailing rates for holiday and overtime work, as determined by the Director of the California Department of Industrial Relations. Copies of the local prevailing rate of per diem

wages and the general prevailing wage rates for holiday and overtime work in effect for this project are on file and available for your review from the City's Office of Equality Assurance at 408-535-8430.

See Sections 2-1.17 and 7-1.01a(3) of the Special Provisions for the specific State Wage, Hour and Labor Requirements applicable to this contract.

### **CONTRACTOR'S LICENSE REQUIREMENTS**

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification **'B' or 'C-10'** to bid this project.

### **CONTRACTOR DIR REGISTRATION REQUIREMENTS**

The contractor and all listed subcontractors must be registered with the Department of Industrial Relations in accordance with California Labor Code Sections 1725.5 and 1771.1. The City will not accept a bid in which the contractor or any of the listed subcontractors are not registered in accordance with Sections 1725.5 and 1771.1.

See Section 2-1.17 of the Special Provisions for the "registration" requirements applicable to the contract.

### **BIDDER'S EXPERIENCE REQUIREMENT**

Bidders are advised that there are special experience requirements for this contract. Please see [Statement of Bidder's Experience](#) for specific details.

### **NONDISCRIMINATION/NONPREFERENTIAL TREATMENT**

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

### **BOND REQUIREMENTS**

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract amount. The Contractor's Payment Bond shall be for 100% of the contract amount.

### **INSURANCE REQUIREMENTS**

The CITY will use an Owner Controlled Insurance Program (OCIP) for this Project. **Bidder shall complete and include with its bid an Insurance Cost Worksheet and shall submit its bid 'net' of its insurance costs for coverages provided under the OCIP Coverages and Other Coverages Provided by OWNER as set forth in Specification Section 00 90 04 ATTACHMENT 4, Exhibit I. Bidder's failure to comply with Specification Section 00 90 04 ATTACHMENT 4, Exhibit I, Section 8(g) will result in its bid being considered non-responsive.**

END OF SECTION



SECTION 00 91 13  
ADDENDUM NO. 4

TO  
PROCUREMENT DOCUMENTS  
FOR THE

8781 - FIRE LIFE SAFETY UPGRADES PROJECT - RE-BID

ISSUE DATE: 04/22/2022

Notice is hereby given that the following changes are hereby made to the procurement documents for the above referenced project.

Approved By:

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Mariana Chavez-Vazquez  
Deputy Director of ESD CIP

THIS ADDENDUM CONTAINS 43 PAGES  
(Including attachments)

**SPECIFICATIONS:**

1. **Replace** Section 00 43 25 Statement of Bidder's Experience in its entirety with the attached revised Statement of Bidder's Experience included to this addendum (Addendum No.4).
2. **Replace** Section 00 73 03 Special Provisions in its entirety with the attached revised Special Provisions included in this addendum (Addendum No.4).
3. **Replace** Section 01 14 00 Work Sequence and Restrictions in its entirety with the attached revised Work Sequence and Restrictions included to this addendum (Addendum No.4).

## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder must provide a minimum of four (4) completed projects as references. The four (4) references must demonstrate the bidder's experience and ability to complete the construction work as required under the terms of the Contract. The four (4) completed projects used as references must meet the following requirements

- Requirement No. 1: The projects must have involved construction substantially similar to the construction for this Project. "Substantially similar" means the following:
- a) The original contract amount was at least \$400,000; and
  - b) The projects must have involved fire alarm installation.
- Requirement No. 2: The substantial completion date for each project must have been after January 1, 2012.
- Requirement No. 3: The bidder must have completed construction of at least one project for a public entity.

<u>Project Name/Location</u>	<u>Owner Name and Contact Information</u>	<u>Scope of Work</u>	<u>Installation of Fire System</u>	<u>Initial Contract Amount</u>	<u>Substantial Completion Date</u>
			Yes <input type="checkbox"/> No <input type="checkbox"/>		

			Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Yes <input type="checkbox"/> No <input type="checkbox"/>		

**Fire Alarm Installation Experience Requirements**

NOTE: For this Project the City is requiring that the contractor performing the fire alarm installation meet the specific project experience requirements listed below. If the bidder does not intend to self-perform any of this work, the bidder must identify a subcontractor with this experience to perform the work.

The bidder must provide a minimum of four (4) completed projects as references. The four (4) references must demonstrate the bidder’s or subcontractor’s experience and ability to complete the construction work as required under the terms of the Contract. The four (4) completed projects used as references must meet the following requirements:

Requirement No. 1: The projects must have involved construction substantially similar to the construction for this Project. “Substantially similar” means the following:

- a. The original contract amount was at least \$400,000; and
- b. The projects must have involved fire alarm installation; and
- c. Two of four projects must have involved design-build installation of UL compliant centralized fire system monitoring and electrical systems in multi-building settings of five or more buildings.

Requirement No. 2: The substantial completion date for each project must have been after January 1, 2012.

Name of Bidder or Subcontractor performing the fire alarm installation work: \_\_\_\_\_

<u>Project Name/Location</u>	<u>Owner Name and Contact Information</u>	<u>Scope of Work</u>	<u>Installation of UL Compliant Centralized Fire System Monitoring</u>	<u>Number of Buildings</u>	<u>Initial Contract Amount</u>	<u>Substantial Completion Date</u>
			Yes <input type="checkbox"/> No <input type="checkbox"/>			

			Yes <input type="checkbox"/> No <input type="checkbox"/>			
			Yes <input type="checkbox"/> No <input type="checkbox"/>			
			Yes <input type="checkbox"/> No <input type="checkbox"/>			



**SECTION 00 73 03  
SPECIAL PROVISIONS**

FOR THE **8781 – FIRE LIFE SAFETY UPGRADES PROJECT – RE-BID**

**SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the City of San José Standard Specifications (July 1992) and the City of San José Standard Details (July 1992) insofar as the same may apply and in accordance with the following special provisions.

***AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS***

**Section 1** of the Standard Specifications (page 1-6) shall have the following paragraphs added:

**1-1 .278 Partnering.** - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

*Issue Date: September 1, 2016*

**1-1.37 Special Provisions.** – All Procurement and Contracting Requirement Sections and all Technical Specifications Sections are part of the Special Provisions.

**Section 2-1.095** of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

**2-1 .095 Relief of Bidders.** - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San José, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five business days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.

- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

**Section 2-1.10** of the Standard Specifications shall be revised to read as follows:

**2-1.10 Disqualification of Bidders.** – The City may disqualify a bidder and reject the bidder’s bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San José Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received; all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City, might hinder or prevent the bidder from promptly completing additional work if awarded.
7. Being in arrears on any existing Public Works contract for the City or any other public entity, or having defaulted on a previous contract with any public entity.
8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San José Municipal Code.
11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Issue Date: December 4, 2019

#### **2-1.14 Addenda and Interpretations.**

Written addenda by way of clarifications, amendments, changes or additions to the Contract Documents including a change to the proposed opening time, date or place may be issued by the City before the opening of proposals. Addenda will be available to all prospective bidders prior to the opening of bids through the City's online solicitation webpage, Biddingo. Failure of any bidder to receive any addenda shall not relieve the bidder from any obligations imposed by the addenda. All addenda issued shall become part of the contract and the price therefore, set forth in the proposal. The bidder's failure to sign and submit any or all addenda with the bid may be a cause for rejection of the bid.

Every request for interpretation should be submitted through the City's online solicitation webpage, Biddingo, or submitted in writing addressed to the Director of Public Works at 200 E. Santa Clara Street, 5<sup>th</sup> Floor, San Jose, CA 95113, and to be given consideration, must be received at least 7 calendar days prior to the date fixed for the opening of bids. Any and all interpretations will be in the form of writing which, if issued, will be available to all prospective bidders prior to the opening of bids through the City's online solicitation webpage, Biddingo. Failure of any bidder to receive any interpretation shall not relieve the bidder from any obligation under their bid as submitted and the bidder shall be required to perform the work as modified by the interpretation. All interpretations issued, shall become part of the contract.

No oral interpretation of the meaning of the plans, specifications or other document will be made. If any such oral interpretation is made, it shall not be considered by the bidder in preparing its proposal.

Issue Date: February 4, 2015

**Section 2-1.17**, entitled "**Registration Requirements**," shall be added to the Standard Specifications to read as follows:

#### **2-1.17 Registration Requirements**

The Contractor shall comply with the registration requirements set forth in Sections 1725.5 and 1771.1 of the California Labor Code, which are incorporated into this Contract. The registration requirements include, but are not limited to, the following.

1. **Contractor Registration**: A Contractor must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code in order to be qualified to submit a bid Proposal. The City will reject a bid Proposal from a Contractor that is not properly registered at the time the Contractor submits the bid Proposal.
  - a. **Proof of Registration**: The Contractor must include its registration number on its bid Proposal Form.
  - b. **Late Submission of Registration Number**: The Contractor's bid will not be deemed non-responsive for failure to include the Contractor's registration number if the Contractor submits the number within 24 hours after the bid opening or if the City is otherwise readily able to verify that the Contractor was properly registered.

Notwithstanding the foregoing, the Contractor must still be properly registered at the time it submits its bid Proposal.

- c. **Maintaining Registration:** The Contractor must be properly registered in accordance with this provision for the entire term of the Contract.
2. **Subcontractor Registration:** Every subcontractor performing any Work, *whether or not* listed in the Contractor's bid Proposal, must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code before starting such Work and for the entire time that it performs such Work.
    - a. **Listed Subcontractors:** In addition, subcontractors listed in the Contractor's bid Proposal must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code at the time they are listed.
      - i. **Unregistered Subcontractors:** The City will reject a bid Proposal from a Contractor listing a subcontractor that is not registered unless the Contractor submits adequate proof of one of the following:
        - The subcontractor is registered before the bid Proposal is opened; or
        - Within 24 hours of the bid Proposal opening, the subcontractor is registered and has paid the penalty registration fee specified in Section 1725.5 of the California Labor Code; or
        - The Contractor replaces the subcontractor with another registered subcontractor pursuant to Section 2-1.15C of the Standard Specifications, entitled "Claims of Inadvertent Clerical Error in Listing of Subcontractor."
      - ii. **Proof of Registration:** The Contractor must include on the subcontractor listing form in the bid Proposal the registration number of each listed subcontractor. Notwithstanding the foregoing, the Contractor's bid will not be deemed non-responsive for failure to include the registration number of a subcontractor if the Contractor submits the number within 24 hours after the bid opening or if the City is otherwise readily able to verify that the subcontractor is properly registered.
      - iii. **Subcontractor Substitution:** A subcontractor's failure to be properly registered is an additional ground for substitution in accordance with Section 2-1.15B of the Standard Specifications, entitled "Substitution of Subcontractors." The substitution must be with a properly registered subcontractor.
    - b. **Contractor's Responsibility:** The Contractor is responsible for ensuring compliance with all of the subcontractor registration requirements set forth herein.
  3. **Noncompliance:** Once the Contract is executed, it is a material breach of the Contract for the Contractor to be in violation of any of the registration requirements set forth in this provision.

Issue Date: April 4, 2006

**Section 3-1.01 Award of Contract** of the Standard Specifications (page 3-1) shall be revised as follows:

**3-1.01 Award of Contract** - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals. If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

**3-1.01A Timing of Award** - If the City awards the contract, it will award the contract no earlier than five (5) working days after the opening of the proposals and no later than one hundred twenty (120) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within one hundred thirty five (135) calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within one hundred fifty (150) calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

**3-1.01B Notice of Intended Award** - If the City intends to award a contract, the City will post on the internet a written notice indicating to which bidder it intends to award the contract along with the bid results. The City will notify or cause to be notified all bidders that these documents have been posted. Irrespective of any changes to the information contained therein (including, without limitation, the identity of the bidder to which the City intends to award the contract), the issuance of any such notice of intended award shall occur only once; however, any such changes will be posted to the internet by the City.

**3-1.01C Protest of Bid Award** - A bidder may protest the City's award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01B.

Bidders are instructed that, irrespective of any changes to the information contained in the notice described in Section 3-1.01B, there is a single protest period, and any and all protests must be delivered by the deadline specified above, regardless of whether or not the protest is directed at the bid of the proposed awardee or at the bid of another bidder. By way of example only, should the City indicate in its notice that it intends to award to the lowest bidder, the third lowest bidder will be required to deliver any protest it may have as to the bid of the second lowest bidder, regardless of whether or not it is also prepared to protest the bid of the lowest bidder.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these

procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

**3-1.01D Bid Alternate** of the Standard Specifications (page 3-1) shall have the following paragraph added:

“If there are Bid Alternates, the low bid will be determined by adding each of the Bid Alternate Bids to the Base Bid in ascending numerical sequence, until a total is reached to which no further Bid Alternate Bids may be added without exceeding \$ \_\_\_\_\_. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of Bid Alternates, or (2) offers an equal number of Bid Alternates for the lowest price. If the addition of the first Bid Alternate Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the low bid will be determined by the Base Bid alone. Once the low bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Bid Alternate items in any sequence to that low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen.”

**Section 4-1.03E** of the Standard Specifications (page 4-5) shall be revised to read as follows:

**4-1.03E Revocable Contract Items.** - Items noted as “Revocable” in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, “Increased or Decreased Quantities”, shall not apply to entire or partial deletion of or addition to Revocable items.

*Issue Date: September 1, 2016*

**Section 5** of the Standard Specifications (page 5-3) shall be amended as follows:

**5-1.04 Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions**, of the Standard Specifications shall have the order of precedence listed as items 1 through 4 revised to read as follows:

**1. Special Provisions**

Within Special Provisions the precedence of specific documents is as follows;

- a. Change Orders
- b. Amendments to the Standard Specifications
- c. Addenda
- d. Agreement
- e. Bid Forms (Proposal, Schedule of Quantities, Bonds, other forms completed by bidder)
- f. Technical Specifications issued for preparation of bids

**2. Project Plans**

Project plans are the design drawings issued for the preparation of bids. Within the project plans, the order of precedence is as follows;

- a. Written numbers govern over figures
- b. Figures govern over scaled dimensions
- c. Detail drawings govern over general drawings
- d. Specific notes on drawings take precedence over tables and lists
- e. Addenda/Change Order drawings govern over any other drawings
- f. Notes, descriptions or tables take precedence over graphic representations on drawings

- g. Greater number, amount, or size takes precedence over lesser number, amount or size.

**3. Standard Plan Details**

**4. Standard Specifications**

If a discrepancy is found or any confusion arises, submit a request for clarification to the ENGINEER.

*Issue Date: April 3, 2015*

**Section 5-1.08** of the Standard Specifications (page 5-7) shall have the following section added:

**5-1.08.B Manner of Inspection**

1. This provision clarifies how the City conducts inspections under Section 5-1.08, entitled “Inspection,” and Section 5-1.08A, entitled “Inspection for Sole Benefit of the City.”
2. The Engineer, in the Engineer’s sole discretion, can conduct an in-person inspection of the construction work or a remote inspection of the construction work. The Contractor must reasonably cooperate with the Engineer to accomplish the purpose of the inspection regardless of the form of inspection. The Contractor’s failure to comply with the Engineer in conducting an inspection may result in the Engineer rejecting the construction work.
3. Throughout construction, the Contractor must keep the Engineer informed about the progress of construction and upcoming construction activities so that the parties can determine the schedule of upcoming inspections.
4. The Contractor must assign a qualified representative to assist the Engineer in performing inspections throughout the duration of the project. To be qualified, a representative must be knowledgeable about the project and the construction work that will be subject to inspections. To be qualified, the representative must also be physically capable of performing all aspects of the inspections, and be knowledgeable and capable of operating any equipment necessary to perform the inspections.
5. At the request of the Engineer, the Contractor must provide documentation of specified construction activities with time-stamped photos and/or video. The Engineer can require the Contractor to submit such documentation before, during, and/or after the specified construction activity.
6. The Contractor must provide the following in electronic format to the Engineer at the times requested by the Engineer:
  - Material tags for materials being installed, such as concrete, asphalt, CDF, base rock, etc.,
  - Contractor’s daily manpower/equipment report, and
  - Photos of traffic control, controlling items of operation, manpower/equipment, conflicts and any additional photos as requested by the Inspector.
7. The following requirements apply to all inspections, whether in person or remote:

- The Contractor's qualified representative is responsible for having any other representative(s) of the Contractor or a subcontractor present if the qualified representative believes such other person(s) would be more knowledgeable about the construction work subject to inspection.
  - The qualified representative will make sure that all equipment and tools (e.g. tape measure, ladder, measuring wheels, level, flashlight, etc.) needed to perform the inspection are readily available.
  - The qualified representative will make sure that the plans, specifications, permits and any other documents related to the construction work being inspected are readily available.
  - The qualified representative must ensure the inspection complies with all federal, state, and local health and safety laws, regulations, rules, orders and other similar requirements.
  - The qualified representative is responsible for ensuring that the representatives of the Contractor and subcontractor are respectful and professional towards the Engineer during the inspection.
8. The following additional requirements apply to a remote inspection.
- The Contractor must provide the qualified representative with the equipment, including software, capable of providing real-time audio and visual communication (i.e. videotelephony such as Facetime and ZOOM) between the qualified representative and the Engineer. The equipment must be capable of sending and receiving e-mails and taking time-stamped pictures. Generally, a mobile smart phone will be sufficient.
  - The qualified representative must know how to use the equipment needed to perform the remote inspection. The qualified representative will confirm the equipment is fully charged and functional before the remote inspection, and will turn off any device notification functions during the inspection. The qualified representative will make reasonable efforts to eliminate and minimize any other construction site noises that might interfere with the remote inspection.
  - The Contractor will provide an additional person to help the qualified representative conduct the remote inspection. The Engineer may waive this requirement if the Engineer determines, in the Engineer's discretion, that the qualified representative alone can accomplish the remote inspection.
  - The qualified representative will cooperate with the Engineer's efforts to plan a remote inspection, to conduct meetings remotely during the workday, and to communicate remotely throughout the day regarding the progress of the construction work.
  - The Engineer will lead the inspection. The qualified representative will cooperate with the Engineer and follow the Engineer's instructions during the inspection. The qualified representative will not attempt to hide, obscure or otherwise limit the Engineer's view of the work being inspected.
10. All costs associated with Contractor's complying with this provision are included in the contract price. The Contractor is not entitled to any additional compensation for complying with these inspection requirements

Issue Date: July 14, 2020



**Section 5** of the Standard Specifications (page 5-12) shall be amended as follows:

**5-1.17 Partnering.** - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

**5-1.17A Formal Partnering.** – In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate in Formal Partnering.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor's election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, "Work Performed By Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

**5-1.17B Informal Partnering.** In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is

below \$1 million, and (2) on all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Issue Date: April 3, 2015

Section 7-1.01A through 7-1.01A(11) shall be revised to read as follows:

### **Section 7-1.01A Labor Standards**

The Contractor shall comply with the labor standard requirements set forth below in this Section 7-1.01A.

#### **7-1.01A(1) City Compliance Officer**

1. **City Compliance Officer:** For purposes of this Section 7-1.01A, the "City Compliance Officer" is the Director of the Office of Equality Assurance or such other City employee as the City Manager may designate as having primary responsibility for administering and enforcing the labor standard requirements set forth in this Section 7-1.01A. The term includes the City Compliance Officer's staff and any other City employees and agents authorized to assist in the administration and enforcement of these labor standards.
2. **Contact Information:** The address of the City's Office of Equality Assurance for purposes of correspondence and inquiries is 200 East Santa Clara Street, 5th Floor, San José CA 95113-1905. The Office's phone number is 408-535-8430.
3. **Scope of Authority:** The City Compliance Office has primary responsibility for administering and enforcing the prevailing wage requirements, the payroll requirements and all other labor standards required by this Contract.

#### **7-1.01A(2) Working Hours**

The Contractor shall comply with the working-hour requirements set forth in Sections 1810 through 1815 of the California Labor Code, which are incorporated into this Contract. Working-hour requirements include, but are not limited to, the following.

1. **General Requirement:** Eight hours constitutes a legal day's work. Employees of the Contractor cannot work more than 8 hours during any one calendar day and more than 40 hours during any one calendar week.
2. **Exception:** Notwithstanding the general requirement set forth above, the Contractor may permit its employees to work more than 8 hours per calendar day and 40 hours per calendar week if the Contractor pays at least 1 ½ times the basic rate of pay for all hours worked in excess of 8 hours per day.
3. **Record Keeping:** The Contractor must keep accurate records showing the name and actual hours worked each day and each calendar week by each of its employees. The Contractor shall make the records available at all reasonable hours for inspection by the City Compliance Officer or by the Division of Labor Standards Enforcement. The Contractor's failure to make and maintain the required records is a misdemeanor.

4. **Restitution for Underpayment:** If the Contractor requires or permits an employee to work in violation of the working-hour requirements set forth in this Section 7-1.01A(2), then the Contractor shall pay the employee the difference between the amount that should have been paid and the actual amount paid.
5. **Penalties:** In addition to paying restitution for an underpayment, the Contractor shall forfeit to the City \$25 for each employee for each calendar day during which the Contractor requires or permits such employee to work in violation of the working-hour requirements set forth in this Section 7-1.01A(2).
6. **Withholding of Restitution and Penalties:** The Engineer may withhold and retain from any payments or moneys due the Contractor the following: (1) the amount of any outstanding restitution resulting from an underpayment, and (2) the amount of any penalties resulting from such underpayment. The Engineer's right to withhold and retain moneys under this provision is separate and independent from any other right to withhold and retain moneys included in this Contract.

### **7-1.01A(3) Prevailing Wage**

The Work in this Contract is a Public Work, as that term is defined for prevailing wage purposes in Sections 1720 through 1720.6 of the California Labor Code. The Contractor shall comply with the prevailing wage requirements set forth in Sections 1720 through 1782 of the California Labor Code, which are incorporated into this Contract. The prevailing wage requirements with which the Contractor must comply include, but are not limited to, the following:

1. **Prevailing Wage Requirement:** The Contractor shall pay, and shall cause its subcontractors to pay, employees performing Work not less than the general prevailing rates of per diem wages, for each craft, classification and type of worker, as determined by the Director of the Department of Industrial Relations of the State of California.
2. **Project-Specific Rates:** Copies of the General Prevailing Wage Determinations made by the Director of the Department of Industrial Relations of the State of California for each craft, classification and type of worker required to perform the Work are available from the City Compliance Officer. Please direct all questions regarding prevailing wage requirements to the City Compliance Officer.
3. **Unlisted Job Classifications:** The prevailing wage rate applicable to a craft, classification or type of worker not shown on the General Prevailing Wage Determinations shall be the rate applicable to the most closely related craft, classification or type of worker. Contact the Office of Equality Assurance at (408) 535-8430 for crafts, classifications or types of workers not listed in the General Prevailing Wage Determinations.
4. **Paying Higher Wages:** The prevailing wage rates are minimum rates. The Contractor may pay workers more than the applicable prevailing wage rate. The City will not pay extra compensation based on the inability of the Contractor to hire workers at the prevailing wage rates.
5. **No Adjustments:** The City will not pay extra compensation based on increases in the prevailing wage rates during the term of the Contract.

6. **Posting Notice:** The Contractor must post at each job site at which Work is performed a sign informing employees that the State's prevailing wage requirements apply to the Work. The sign shall include the City Compliance Officer's telephone number and address. The Contractor also must post at each job site where Work is performed the General Prevailing Wage Determinations in effect for each craft, classification and type of worker employed required to perform the Work. If the Contractor fails to post the sign or General Prevailing Wage Determinations as required, the Engineer or City Compliance Officer shall have the right to do so.
7. **Restitution for Underpayment:** The Contractor, or any subcontractor of the Contractor, must pay the following amount to each employee who was paid less than the applicable prevailing wage rate during any period of time that such employee was performing Work: the difference between the applicable prevailing wage rate and the actual amount paid.
8. **Penalties:** The Contractor, and any subcontractor of the Contractor, shall forfeit up to \$200 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. The City shall determine the amount of the penalty based on the guidelines and factors set forth in Section 1775(2) of the California Labor Code.
9. **Liability for Subcontractor's Penalties:** The Contractor is liable for any penalties resulting from the payment of less than the prevailing wage rate by one of its subcontractors unless the Contractor can clearly demonstrate all of the following:
  - a. The contract between the Contractor and its subcontractor for the performance of the Work included a copy of Sections 1171, 1175, 1176, 1777.5, 1813 and 1815 of the California Labor Code; and
  - b. The Contractor periodically reviewed the certified payroll records of its subcontractor for payment of the specified general prevailing rate of per diem wages; and
  - c. Upon becoming aware of the subcontractor's payment of less than the applicable prevailing wage rate, the Contractor diligently took corrective action to halt or rectify the violation, including, but not limited to, retaining sufficient funds from payments due the subcontractor for Work performed; and
  - d. Before making final payment to its subcontractor, the Contractor obtained an affidavit, signed under penalty of perjury, from the subcontractor stating that the subcontractor paid each of its workers not less than the applicable general prevailing rate of per diem wages and any amounts due pursuant to Section 1813 of the California Labor Code.
10. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the following: (1) the amount of any outstanding restitution resulting from an underpayment, (2) penalties resulting from such underpayment, and (3) any amounts required to satisfy any civil wage and penalty assessment issued by the California Labor Commission in accordance with the California Labor Code. The Engineer's right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.
11. **Notice of Withholding:** The City Compliance Officer will provide written notice to the Contractor and subcontractor, if applicable, of any withholding resulting from a prevailing wage

violation. The notice will describe the nature of the violation, the amount of wages, penalties and forfeitures withheld, and the procedure for obtaining review of the withholding.

- a. **Service of Notice:** The City Compliance Officer will serve the notice by first-class and certified mail, in a sealed envelope, with postage prepaid, addressed to the person on whom it is to be served, at the office address last given for that person.
  - b. **Service on Surety:** The City Compliance Officer will also serve a copy of the notice by certified mail to the surety that issued the payment and performance bonds for the Contract.
  - c. **Appeal of Withholding:** In accordance with Section 1771.6 of the California Labor Code, the Contractor or the affected subcontractor may seek review of the City's withholding by transmitting a written request for review to the Office of the Labor Commissioner for the State of California. The Contractor or the affected subcontractor shall transmit a copy of the written request for review to the City Compliance Officer.
  - d. **Time to Appeal Withholding:** In accordance with Section 1742 of the California Labor Code, a written request to review a notice of withholding must be transmitted to the Office of the Labor Commissioner for the State of California within 60 calendar days after service of the notice. If review is not requested within 60 calendar days, then the City Compliance Officer's determination is final.
12. **Attachment 5:** The Contractor is directed to review Attachment 5 of the Bid Documents for further information regarding prevailing wage requirements applicable to this Contract.

#### **7-1.01A(4) Payroll Records**

The Contractor and each of its subcontractors shall make and keep payroll records in accordance with Section 1776 of the California Labor Code and with this Section 7-1.01A(3), both of which are incorporated into this Contract. The requirements to make and keep payroll records are as follows:

1. **General Requirement:** The Contractor and its subcontractors must keep accurate payroll records. For each journey-man, apprentice, worker, or other employee performing Work, the payroll records must show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages.
2. **Form of Payroll Records:** The Contractor and its subcontractors must prepare the payroll records on forms provided by the Division of Labor Standards Enforcement for the State of California on forms containing the same information as the forms provided by the Division of Labor Standards Enforcement. The Contractor and subcontractor shall obtain the approval of the City Compliance Officer before using any form other than one provided by the Division of Labor Standards Enforcement.
3. **Location of Payroll Records:** Within 10 working days of starting Work, the Contractor shall inform the City Compliance Officer of the location of all payroll records, including the street address, city, and county. Within 5 working days of changing the location of the payroll records, the Contractor shall notify the City Compliance Officer of the new location.

4. **Submission of Payroll Records with Progress Payment:** In accordance with Section 9-1.06A of the Special Provisions, entitled “Application for Progress Payment,” the Contractor must submit the payroll records of its employees and those of its subcontractor(s) to the City with each application for progress payment. The payroll records submitted to the City shall meet all of the requirements set forth in this Section 7-1.01A(3).
  - a. **Verification/Certification:** The payroll records submitted to the City must be both verified, and the copies certified, by the Contractor or subcontractor that prepared the record. The verification must be a written declaration, made under penalty of perjury, stating the following: (1) the information contained in the payroll record is true and correct, and (2) the Contractor or subcontractor has complied with the requirements of Sections 1771, 1811 and 1815 for Work performed by its employees.
  - b. **Condition Precedent to Payment:** As set forth in Section 9-1.06A of the Special Provisions, the submission of verified and certified payroll records with each application for progress payment is an *express condition precedent* to the City’s obligation to make a progress payment. An application for progress payment is incomplete in the absence of verified and certified payroll records, and the Engineer is not obligated to approve or make, in whole or in part, any progress payment due the Contractor until the Contractor has submitted the required payroll records.
5. **Written Request for Payroll Records:** The Contractor or subcontractor must provide verified and certified payroll records to the City Compliance Officer on or before 10 working days following receipt of the written request for such records by the City Compliance Officer.
  - a. **Penalties:** If the Contractor or subcontractor fails to timely comply with the request, then the Contractor or subcontractor, whichever one failed to provide the records, shall pay a penalty to the City of \$100 for each calendar day, or portion thereof, for each worker, until the records are provided. The Contractor is not liable for a penalty imposed as a result of a subcontractor’s failure to comply with the City’s written request for payroll records.
  - b. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the amount of any penalties imposed based on a failure to timely respond to the City’s written request for payroll records. The Engineer’s right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.
6. **Inspection of Records by Employee:** A verified and certified copy of an employee’s pay record shall be made available, on request, for inspection or given to the employee or the employee’s authorized representative. The records shall be available at all reasonable hours at the principal office of the contractor.
7. **Inspection of Records by Department:** A verified and certified copy of all payroll records shall be made available, upon request, for inspection or furnished to the City Compliance Officer and the Division of Labor Standards Enforcement of the Department of Industrial Relations. The records shall be available at all reasonable hours at the principal office of the contractor.

#### **7-1.01A(5) Employee Sign In/Sign out**

The Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site. The Contractor shall establish procedures so that all employees sign in and out of the job site. The Contractor shall provide, upon request, a copy of the sign-in and sign-out sheet to the City Compliance Officer and to any employee or the employee's authorized representative.

#### **7-1.01A(6) Discrimination Prohibited**

1. **Labor Code Prohibition:** The Contractor must comply with, and is subject to, the employment non-discrimination requirements set forth in Section 1735 of the California Labor Code, which is incorporated into this Contract.
2. **City Prohibition:** The Contractor also must comply with, and is subject to, the nondiscrimination/nonpreference requirements set forth in Chapter 4.08 of Chapter 4 of the San José Municipal Code, entitled "Nondiscrimination Requirements for Contracts," which is incorporated into this Contract.
  - a. **Attachment 1 of Contract:** The nondiscrimination/nonpreference requirements set forth in Attachment 1 of this Contract implement, in part, the requirements of Chapter 4.08. The Contractor shall comply with the requirements set forth in Attachment 1.
  - b. **Subcontractors:** The Contractor shall include the same provisions in Attachment 1 in every subcontract entered into in furtherance of the Contract so that such provisions are binding on each subcontractor.

#### **7-1.01A(7) Apprentices**

1. **Compliance:** The Contractor and its subcontractors shall comply with the requirements of the State Apprenticeship Program, as set forth in Section 1777.5 and Chapter 4 of division 3 of the California Labor Code (starting at Section 3070), which collectively are incorporated into this Contract. The Contractor is solely responsible for securing compliance with Section 1777.5 for all apprenticeable occupations.
2. **Subcontracts:** The Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.
3. **Evidence of Compliance:** The Contractor shall comply promptly with all requests of the City Compliance Officer for documentation that the Contractor and its subcontractors are in compliance with the State Apprenticeship Program.
4. **Penalties:** The Contractor is subject to the penalties set forth in Section 1777.7 of the California Labor Code for a failure to comply with the requirements of Section 1777.5. Section 1777.7 is incorporated into this Contract.
5. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the amount of any penalties imposed based on a violation of Section 1777.5 of the California Labor Code. The Engineer's right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.

#### **7-1.01A(8) Workers' Compensation**

1. **Requirement:** The Contractor shall secure worker's compensation for all of its employees in accordance with Section 3700 of the California Labor Code. By signing the Contract, the Contractor is certifying and filing with the City the following:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the Work of this Contract.”
2. **Prohibition:** The Contractor is prohibited from performing Work if at the time of such Work the Contractor is not in compliance with Section 3700 of the California Labor Code. The Contractor must not allow a subcontractor to perform Work if at the time of such Work the subcontractor is not in compliance with Section 3700 of the California Labor Code.
3. **Proof of Compliance:** Before starting any Work, the Contractor shall provide the Engineer with one of the following: (1) satisfactory proof that it is properly insured by one or more insurers authorized to write worker's compensation insurance in California, or (2) a valid certificate of consent to self-insure issued by the Director of Industrial Relations for the State of California.
  - a. **Maintaining Compliance:** The Contractor shall maintain such insurance or certificate of consent to self-insure for the term of the Contract.
  - b. **Requests for Proof of Compliance:** Upon the request of the Engineer at any time during the term of the Contract, the Contractor must provide satisfactory proof that it is in compliance with Section 3700 of the California Labor Code.
4. **Failure to Comply:** The Contractor's failure to comply promptly with a request by the Engineer for proof of compliance with Section 3700 of the California Labor Code, or the Contractor's failure to be in compliance with Section 3700, is a material breach of this Contract. Such breach is a basis for the Engineer to suspend Work in accordance with Section 8-1.05 of these Specifications. The Contractor is responsible for all costs and damages resulting from any such suspension of Work.
5. **Withhold:** If any injury occurs to any employee of the Contractor for which the employee, or the employee's dependents, is entitled to compensation from the City under the California Labor Code provisions applicable to worker's compensation, the Engineer may withhold and retain from any moneys due the Contractor an amount sufficient to cover such compensation.
6. **Subcontractors:** The Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of this Section 7-1.01A(8).

#### **7-1.01A(9) Certified Electricians**

The Contractor must use, and must cause its subcontractor(s) to use, properly certified persons to perform any Work as electricians in accordance with Chapter 4.5 of Division 1 of the California Labor Code, entitled "Electrician Certification" (Sections 108 – 108.5).

#### **7-1.01A(10) Labor Standards Enforcement**



1. **Cooperation:** The Contractor and its subcontractors shall cooperate fully with the City Compliance Officer as part of any action by the City Compliance Officer to administer and/or enforce the labor standards set forth in this Section 7-1.01A.
2. **Inspections:** The Contractor and its subcontractors agree that the City Compliance Officer has the following rights in the performance of the Officer's duties: (1) to engage in random inspections of job sites, (2) to have access to the employees performing Work, and (3) to have access to employee time sheets, inspection logs, payroll records, paychecks and any other documents reasonably related to an appropriate investigation of the Contractor's and subcontractor's compliance with the labor standards set forth in this Section 7-1.01A.
3. **Audit:** The City Compliance Officer may audit such records of the Contractor and its subcontractors as the Officer deems necessary to determine compliance with the labor standards set forth in this Section 7-1.01A.

### **7-1.01A(11) Subcontractors**

Notwithstanding anything to the contrary, the prevailing wage requirements, payroll record requirements and all other labor standard requirements set forth in this Section 7-1.01A are applicable to every subcontractor engaged by the Contractor to perform Work. The Contractor shall include in every such subcontract the following provision(s): (1) an agreement from the subcontractor that it is subject to each of the labor standard requirements set forth in this Section 7-1.01A, (2) an agreement from the subcontractor that it will comply with each of the labor standard requirements, and (3) an agreement from the subcontractor that the City Compliance Officer can enforce each of the labor standard requirements against the subcontractor to the same extent it can enforce the provisions against the Contractor.

**Section 7-1.03 Payment of Taxes**, of the Standard Specifications (page 7-14) shall be revised to read as follows:

**7-1.03 Payment of Taxes/Allocation of Sales and Use Taxes.** - The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

Prior to making any purchase of materials, machinery, tools, fixtures, or equipment totaling in excess of \$1 million for the Work, Contractor shall obtain a jobsite sub-permit of its seller's permit designating the Facility located at 700 Los Esteros Road, San Jose Ca 95134 as the jobsite using the State of California Board of Equalization form BOE-530 (Schedule C – Detailed Allocation by Suboutlet of Combined State and Uniform Local Sales and Use Tax). Contractor shall include this provision in all of its construction subcontracts for the project.

*Issue Date: September 1, 2016*

**Section 7-1.04 Permits and Licenses** of the Standard Specifications (page 7-14) shall have the following paragraph added:

“The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any

permit or license issued.”

**Section 7-1.22 Provisions of Law and Venue** of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San José.”

Issue Date: February 4, 2015

**Section 8-1.01** of the Standard Specifications (page 8-1) shall be revised as follows:

**8-1.01 Subcontracting** – Revise the third paragraph of Section 8-1.01, “Subcontracting”, of the Standard Specifications to read “The Contractor shall perform with the Contractor’s own organization contract work amounting to not less than 5 percent of the original total contract price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization.”

**Section 8-1.05A** of the Standard Specifications (page 8-4) shall be added as follows:

**8-1.05A Temporary Suspension of Work - COVID 19.** - Notwithstanding anything to the contrary in these Specifications and in addition to the *force majeure* events identified in Section 8-1.07 (Liquidated Damages), the City and Contractor agree that the following are *force majeure* events: -

1. The inability of either party to perform its respective obligations under this contract due in any part to complying with any local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic; or
2. The inability of either party to perform its respective obligations under this contract due to lack of resources, including staffing, due to illness from COVID-19, quarantine due to COVID-19, and/or having to care for another person who is ill or quarantined due to COVID-19.

The City and Contractor agree that any temporary delay in the progress of work, inability to perform or suspension of the work by either party due to either of the above *force majeure* events will result in an extension of the completion date for the period of delay, inability to perform or suspension. Both parties further agree that neither party will be liable for damages of any kind for any such delay, inability to perform or suspension of work.

Issue Date: March 20, 2020

**Section 8-1.06B** of the Standard Specifications (page 8-4) shall be added as follows:

**8-1.06B Annual Holiday Closure.** - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City’s annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Issue Date: February 4, 2015

**Section 9-1.06** of the Standard Specifications (page 9-12) shall be revised to read as follows:

**9-1.06A Application for Progress Payment.**

1. Once each month, the Contractor shall submit an application for progress payment for the work done in the preceding month. The Contractor shall submit its monthly application for progress payment at a time acceptable to the Engineer, and the Contractor shall include whatever documentation the Engineer reasonably determines is necessary to authorize a progress payment.
2. Before the City makes any partial payment or the final payment, and as a condition of a Contractor's application for progress or final payment being deemed complete, the Engineer may require the Contractor to submit satisfactory evidence that the Contractor is not delinquent in payments to employees or creditors for labor and materials incorporated into the work.
3. The Contractor shall provide to the Engineer, **with each application for progress payment**, the verified and certified payroll records for all of its employees and those employees of Contractor's subcontractors, as required in Section 7-1.01A(2), entitled "Prevailing Wage," and in Section 7-1.01A(3), entitled "Payroll Records." The verified and certified payroll records submitted with each application for progress payment shall be for the same period of time as the work for which the Contractor is seeking payment.
  - a. The Contractor agrees that submission of the verified and certified payroll records with each application for progress payment is an **express condition precedent** to the Engineer's obligation to make a progress payment. The Engineer is not obligated to approve or make, in whole or in part, any progress payment due the Contractor until the Contractor has submitted the required payroll records.
  - b. Any payment of a progress payment, in whole or in part, by the Engineer despite the Contractor's failure to submit the required payroll records in a timely manner is not a waiver of any other term or conditions contained in this Contract or a waiver of the right to withhold payment for any subsequent breach.

Issue Date: July 29, 2013

**9-1.06B Partial Payment.**

1. Based on the application for progress payment submitted by the Contractor and any other information available to the Engineer, the Engineer shall cause an estimate in writing to be made at least once a month. The estimate shall include the total amount of work done during the time period covered by the application for payment request, and the value thereof. The estimate shall also include any amounts payable for mobilization.
2. The City shall retain 5 percent of such estimated value of the work done, except that at any time after 50 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City made reduce the total amount being retained from payment pursuant to the above requirements to 2.5 percent of the estimated value of such work. In addition, on any partial payment made after 95 percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of this Section 9-1.106, to such lesser amount as the

Engineer determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract (but in no event will said amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer). Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the City; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing him/her to give such consent must either accompany the document or be on file with the City.

3. The Engineer may at any time and in the Engineer's sole discretion reinstate the retention at the full 5 percent of the value of the work performed upon notice to the Contractor. The Contractor shall immediately repay to the City all amounts paid to the Contractor in excess of the 5 percent retention. If the Contractor fails to repay the amount due within a reasonable time, the City may, in addition to all of the other remedies available to it, withhold such amount from future partial payments made to the Contractor.

4. Based on submittal of a complete application for progress payment and corresponding Engineer's Estimate, the City shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or the total value of the work done since the last estimate amount to less than \$5,000.

5. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

6. Attention is directed to the express prohibition against payment to unlicensed contractors contained in Public Contract Code Section 10164, the provisions of which are set forth in Section 7-1.01C, entitled "Contractor's Licensing Laws."

7. The estimates of the Engineer shall be final and conclusive evidence of the amount or work performed by the Contractor under this contract, and shall be taken as full measure of compensation to be received by the Contractor.

**Section 9-1.07C** of the Standard Specifications (page 9-18) shall be added as follows:

**9-1.07C Claims Certification.** - All claims submitted by the contractor shall include the following personal certification:

"I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

By: \_\_\_\_\_  
Title

**Section 12** of the Standard Specifications (page 12-4) shall have the following section added:

**12-1.05 Temporary Traffic Control. Systems and Devices.** - Temporary Traffic Control systems and devices shall be in conformance with the "California Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, November 7, 2014", or the latest version published by Caltrans. Traffic control plans are required to be submitted to the City for review prior to construction.

Pursuant to San José Municipal Code Section 11.12.050, flaggers or City of San José Police Officers shall direct traffic through construction zones where warning signs, cones, delineators, barricades and other temporary traffic control devices cannot effectively control moving traffic. Flaggers shall be sufficiently trained and equipped in accordance with California Code of Regulations, Title 8, Section 1599. In addition, flaggers shall be certified by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC). The Director of Public Works reserves the right to require the use of Police Officers when conditions warrant.

Issue Date: July 29, 2013

**Section 12** of the Standard Specifications (page 12-4) shall have the following section added:

**12-1.06 Traffic Control. Secondary Employment Officers.**

1. The standard hourly rate for off-duty uniformed traffic control officers ("Secondary Employment Officers") at construction zones is shown on the Schedule of Quantities. If no hourly rate is not shown on the Schedule of Quantities or there is not Schedule of Quantities, then contact the Secondary Employment Unit at (408) 277-4980 to obtain the current standard hourly rate.
2. Officers are required to receive a 3 hour minimum payment for each assignment. Time and one-half of the hourly rate will be charged on each assignment exceeding eight (8) hours. The 3-hour minimum payment will be required when the Contractor does not cancel the requested assignment within 3 hours of the start time.
3. Requests for Secondary Employment Officers must be submitted at least three (3) business days in advance of the start date for each assignment. (i.e. if an assignment is scheduled for Tuesday morning, the request must be received no later than the end of the business day on the previous Thursday.)
4. A Secondary Employment Officer request form will be provided to each Contractor. The Contractor making a request for a new assignment will complete section #1 of the request form and email it to the address listed on the request form. After the request form is received by the Secondary Employment Officer supervisor, Secondary Employment Officer(s) will be assigned and the completed form will be emailed back to the requesting Contractor. This form will contain the name(s) of assigned officer(s), direct cell phone numbers, the location of the assignment, and start time(s).
5. The process for canceling assigned Secondary Employment Officer(s) is the responsibility of the requesting Contractor. To cancel an assignment, the Contractor, or designee, shall contact the assigned Secondary Employment Officer(s) directly using the contact information included on the completed request form. Cancellation requires either actual contact with the assigned Secondary Employment Officer(s) or a voicemail message on the Secondary Employment Officer(s) listed cell phone number. Any

cancellation less than 3 hours before the start time of the assignment will require the 3 hour minimum payment.

6. For questions related to this process, contact the Secondary Employment Unit at (408) 277-4980.

### ***END OF AMENDMENTS***

### **BEGINNING OF WORK AND TIME OF COMPLETION**

The Contractor shall diligently prosecute the contract to completion before the expiration of **[260] WORKING DAYS** from the first chargeable day as set forth in the “Notice to Proceed.”

### **LIQUIDATED DAMAGES**

The Contractor shall pay to the City of San José the sum of **Twelve Hundred dollar (\$1200.00)** per day for each and every day’s delay in finishing the work in excess of the number of days prescribed above.

### **EQUALITY ASSURANCE**

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San José Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

### **INSURANCE REQUIREMENTS**

Attention is directed to Attachment 4, “Insurance Requirements”, of these special provisions.

END OF SECTION

## SECTION 01 14 00 WORK SEQUENCE AND RESTRICTIONS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Includes: Requirements for sequencing and scheduling Work affecting the existing site and FACILITY, work restrictions and coordination between construction staff and operations and maintenance (O&M) staff.
- B. Related Sections: The following list of related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the CONTRACTOR to see that the completed Work complies accurately with the Contract Documents.
  - 1. Section 01 31 19 - Project Meetings
  - 2. Section 01 32 16 - Progress Schedules and Reports
  - 3. Section 01 35 23 - Site Safety Requirements
  - 4. Section 01 35 53 - Site Security Requirements
  - 5. Section 01 50 00 - Temporary Facilities and Controls
  - 6. Section 01 78 23 - Operation and Maintenance Data
  - 7. Section 01 91 14 - Testing, Training, and Facility Start-Up

#### 1.02 SUBMITTALS

- A. CONTRACTOR shall develop and submit documents for all planned interruptions affecting existing treatment processes before each anticipated interruption. Documentation shall include a completed version of the Process Shutdown Request (PSR) template form attached at the end of this Section.

#### 1.03 GENERAL CONSTRAINTS ON SEQUENCE AND SCHEDULING WORK

- A. The San José-Santa Clara Regional Wastewater Facility (FACILITY) is the City of San José's only means of treating domestic and industrial wastewater prior to discharging into the San Francisco Bay. Impairing the operational capabilities of the FACILITY may result in serious environmental damage and monetary fines. CONTRACTOR shall conduct work in a manner that will not impair the operational capabilities of the essential elements of treatment process or reduce the capacity of the FACILITY below levels sufficient to treat the quantity of wastewater to permissible levels as specified in the FACILITY's permits, except as provided in this Section.
- B. CONTRACTOR shall include costs in the bid price for compliance with the specific limitations and constraints pertaining to maintaining the operational capacity of the FACILITY, including but not limited to:
  - 1. Reduced construction efficiency and productivity.
  - 2. Overtime costs for performing work outside of normal work hours, if required.
  - 3. Work related to temporary facilities needed to maintain FACILITY operations.

4. Preparation and revision of schedule and planned Sequence of Work.
  5. Design and construction of temporary bracing, underpinning, or special sequencing necessary to support or brace existing structures.
- C. Hours of Work:
1. Normal work hours are from 7:00 A.M.-5:00 P.M. weekdays, no work during the weekend or during CITY observed holidays. Obtain written approval from the ENGINEER prior to initiating work hours outside of the hours allowed by this Contract.
  2. CONTRACTOR shall request work-hour variations, in writing, a minimum of seven (7) days prior to the start of the proposed work period.

#### **1.04 FACILITY ACCESS**

- A. Limited Entrance: The proposed locations for the Project Site are within the gated and locked area. Access to the construction site is through the FACILITY Main Gate for ingress/egress or other gate as designated by ENGINEER. Material hauling truck ingress is through the FACILITY Main Gate or a gate as designated by ENGINEER.
- B. Maintain restricted access to the FACILITY at all times through the use of gates, fences or other approved means. CONTRACTOR shall comply with all security procedures outlined in Section 01 35 53 – Site Security Requirements.
- C. CONTRACTOR’s general construction access shall be as indicated on the Drawings. Construction access via other gates or roads may be allowed for special circumstances and must receive written approval from ENGINEER before doing so.
- D. Operations and Maintenance access: Provide and maintain safe, continuous access to process control equipment and chemical deliveries for FACILITY operations staff and other personnel contracted to perform Work at the FACILITY.
- E. CONTRACTOR is required to relocate or reset existing site fencing as required to perform the Work, in order to maintain the integrity of the fence and gates at all times during the contract period. Any such relocation or reset shall be pre-approved in advance by ENGINEER.
- F. CONTRACTOR shall be aware that FACILITY operations and maintenance staff and FACILITY site visitors frequently travel on the FACILITY’s roads as pedestrians, on bicycles, in carts, in cars and trucks. All work shall be planned in accordance with all restrictions indicated in the Contract Documents, all applicable FACILITY rules, regulations, posted signage, policies, and procedures and as necessary to accommodate safe working conditions for all on the site. CONTRACTOR shall be aware that the rate of the material hauling operation and other transportation activities within the site may be impacted by normal activity on the site.

#### **1.05 CONTRACTOR’S STAGING AREA**

- A. A designated staging area as close to the construction site as practicable, will be confirmed at the time of the pre-construction meeting for use by the CONTRACTOR for staging construction operations.



- B. Maintain the staging area and construction site during construction in a manner that will not unnecessarily obstruct roads or access to other facilities. CONTRACTOR shall proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

#### **1.06 INTERRUPTION OF TREATMENT PROCESS**

- A. The ENGINEER will coordinate the approval of the PSRs based on the FACILITY's ability to reliably meet capacity demands.
  - 1. CONTRACTOR shall indicate required shutdowns of existing facilities or interruptions of existing operations on the Project's Progress Schedule. Shutdowns will be permitted to the extent that existing operations of the FACILITY will not be jeopardized, and when constraints identified in this section have been satisfied.
  - 2. CONTRACTOR shall submit a completed PSR form and associated documentation to the ENGINEER at least 28 days prior to the planned date of shutdown.
  - 3. Following receipt of a notice of planned shutdown, ENGINEER will notify CONTRACTOR as to the feasibility of the requested date and duration of the activity.
  - 4. The ENGINEER will maintain the ability to cancel a scheduled PSR on the day of the scheduled shutdown due to operational constraints.
- B. CONTRACTOR shall minimize shutdown times by thorough advanced planning. CONTRACTOR shall confirm required equipment, materials and labor is on hand a minimum of three (3) calendar days before commencing a shutdown.
- C. CONTRACTOR shall not begin shutdowns or alterations of existing facilities until ENGINEER'S written permission has been received.
- D. CONTRACTOR shall provide temporary pumping, plugs, power, lighting, controls, instrumentation, and safety devices when required to minimize treatment process interruptions and comply with shutdown constraints specified in this Section.

#### **1.07 PROCESS SHUTDOWN REQUEST (PSR)**

- A. CONTRACTOR shall review the instructions and template form attached at the end of this Section.
- B. CONTRACTOR shall prepare and submit a PSR for the following conditions:
  - 1. Shutdowns, diversions, and tie-ins to the existing FACILITY.
  - 2. Power interruption and tie-ins.
  - 3. Switch over between temporary and permanent facilities, equipment, piping, and electrical and instrumentation systems.
  - 4. Process constraints requiring interruption of operating processes, roadways, or utilities.
  - 5. Other Work not specifically listed in the Contract Documents as determined necessary by the CONTRACTOR, FACILITY, and/or ENGINEER.
- C. CONTRACTOR shall submit a detailed schedule for the work covered by each PSR.

- D. CONTRACTOR shall create and maintain a log of all PSRs. The log should include dates of when the PSR was submitted, approved/rejected, date and duration of the proposed shutdown. This log shall be available for review during the construction progress meetings.
- E. No consideration will be given to claims of additional time and cost associated to preparing PSRs required to complete Work in a manner that supports proper operation of the FACILITY and compliance with effluent discharge requirements.

#### **1.08 REQUIREMENTS FOR MAINTAINING CONTINUOUS OPERATION OF EXISTING FACILITIES**

- A. Continuous operation of facilities is of critical importance. CONTRACTOR shall schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. The CONTRACTOR shall cooperate fully with FACILITY's personnel for existing facilities. The FACILITY may restrict the time and duration of shutdowns, and other disruptions to FACILITY operations.
- C. The CONTRACTOR shall perform all necessary Work, as detailed in these specifications, in such manner as not to interfere in any way with normal FACILITY operations. Wherever the CONTRACTOR finds it necessary to involve temporary operating arrangements and/or modify existing equipment in pursuit of Work required under the Contract, CONTRACTOR shall give adequate written notice as described in this Section to the ENGINEER, to allow coordination of FACILITY operating procedures.
- D. Facilities or conditions required to keep the FACILITY operational include, but are not limited to, the following:
  - 1. Electrical power including transformers, distribution wiring, and motor control centers.
  - 2. Piping for conveyance of wastewater, chemical, and utilities between treatment units.
  - 3. Chemical storage, metering, conveyance, and control facilities.
  - 4. Plant water.
  - 5. Plant air (process air and instrument air).
  - 6. Laboratory facilities.
  - 7. Office, toilets, and washrooms.
  - 8. Fencing and gates, site security.
  - 9. Lighting.
  - 10. Heating, ventilation, and air conditioning.
  - 11. Distributed Control System (DCS).
  - 12. Instrumentation, meters, controls, and telemetry equipment.
  - 13. Safety equipment and features.
  - 14. Parking for FACILITY's employees and vehicles required for operation and maintenance of the FACILITY.
  - 15. Telephone system, all communication systems.
  - 16. Sewers and Storm drainage.

17. Natural gas service, digester gas
  18. South Bay Water Recycling piping and equipment.
  19. All truck deliveries for chemicals and material to the plant
  20. Septage Disposal Facilities
- E. Unless otherwise approved in writing by PSR, CONTRACTOR shall conduct the Work and provide temporary services and facilities required to keep the FACILITY continuously operational.
- F. If construction cannot be completed according to the allowable shutdown constraints, CONTRACTOR shall provide a temporary bypass plan for review to the ENGINEER before bypass pumping is permitted to allow for uninterrupted operations.
1. For each bypass pumping operation, the CONTRACTOR shall furnish and install, ready for use, pump(s) suitable for conveying the quantity and type of flow required. The pump(s) shall be installed as a complete stand-alone system. Power for operation of the pump(s) shall be provided by the CONTRACTOR. The CONTRACTOR shall provide a minimum of 50 percent standby pumping capacity on site and be ready to operate in the event of failure of the operating temporary pump(s).
  2. CONTRACTOR personnel shall be on site 24 hours per day to operate and maintain the bypass pumping system while in use. Maintenance shall include, but not limited to, refueling, de-ragging and preventative maintenance.
  3. CONTRACTOR personnel shall provide all necessary support facilities including additional standby equipment and tools to ensure continuous 24-hour/7-days a week operation of temporary facilities as long as required. Such additional equipment, materials and labor shall be in compliance with FACILITY policy and procedures.
- G. CONTRACTOR shall not close lines, open or close valves, or take other action that would affect the operation or existing systems, except as specifically required by the Contract Documents and after authorization by ENGINEER and CITY.
- H. Do not remove or demolish existing facilities required to keep the existing FACILITY operation at the capacities specified until the existing facilities are replaced by temporary, new or upgraded facilities or equipment. The replacement facilities shall have been tested and demonstrated to be operational prior to removing or demolishing existing facilities.
- I. If any of the normal FACILITY operations listed above are rendered inoperative during construction, the CONTRACTOR shall immediately undertake emergency repair work to restore FACILITY operation as directed by the ENGINEER. This emergency repair work shall be completed as soon as practicably possible.

## **1.09 SHUTDOWN CONSTRAINTS**

- A. A shutdown is defined as either Major or Minor based on the impact to treatment plant operations. Most shutdowns can be categorized based on the period of time during which a normal treatment function and activity of the FACILITY cannot take place. However, there are various other factors that can affect the impact of a shutdown. The category of shutdown (Major vs Minor) shall be at the sole discretion of the ENGINEER.

- B. All work requiring shutdown of FACILITY treatment processes or interruptions of FACILITY 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 15 and October 15 unless otherwise specified by FACILITY.
- C. Shutdown Requirements:
  - 1. Minor Shutdowns:
    - a. Minor shutdowns shall be used for localized tie-ins or isolation of utilities, electrical, and communication relocations or other work that does not interrupt treatment processes.
    - b. Minor shutdowns shall not be longer than two (2) hours in duration unless otherwise approved in writing by the ENGINEER.
    - c. Minor shutdowns require 72 hours notification and an approved PSR.
    - d. Minor shutdowns shall not be performed by the CONTRACTOR until the CONTRACTOR has received written authorization from the ENGINEER.
  - 2. Major Shutdowns:
    - a. Major shutdowns will be used where complete or partial a treatment process shutdown is required, regardless of duration.
    - b. Major shutdowns require a minimum of 28 calendar days advanced notification and an approved PSR.
    - c. CONTRACTOR shall submit a PSR for each major shutdown. PSR shall be in accordance with the PSR form at the end of this Section. The PSR shall include contingency measures and provisions for returning the system to service in the event that shutdown and work progress difficulties are encountered.
    - d. Major shutdowns shall not be performed by the CONTRACTOR until the CONTRACTOR has received written authorization from the ENGINEER.

#### **1.10 UTILITIES**

- A. CONTRACTOR shall maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. CONTRACTOR shall provide temporary utilities when necessary.
- B. CONTRACTOR shall provide at least 2 business days advance notice to and utilize services of Underground Services Alert (USA) for location and marking of underground utilities operated by utility agencies other than the FACILITY. USA contact number is 811 or 1-800-227-2600.

#### **1.11 ODOR CONTROL**

- A. Construction activities are not to be the source of nuisance odors, either due to the CONTRACTOR's activity or exposing noxious sources.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION**

#### **3.01 COORDINATION OF WORK**

- A. CONTRACTOR shall maintain overall coordination of execution of Work.

- B. CONTRACTOR shall obtain construction schedules from subcontractors and suppliers and assume responsibility for correctness.
- C. CONTRACTOR shall incorporate schedules from subcontractors and suppliers into Progress Schedule to plan for and comply with sequencing constraints.

### **3.02 WORK BY OTHERS**

- A. CONTRACTOR shall coordinate all work with current and ongoing work at the site.
- B. Where proper execution of the Work depends upon work by others, inspect and promptly report discrepancies and defects to the ENGINEER.

### **3.03 REQUIREMENTS FOR EXECUTION OF WORK**

- A. Operating processes, systems, individual equipment items or controls shall be isolated, dewatered, decommissioned, de-energized, or depressurized only by the CITY's Operations staff in accordance with the approved shutdown plan and schedule.
- B. Any additional pumping required to perform the shutdown shall be the CONTRACTOR's responsibility. Existing piping or structures may not completely drain and the CONTRACTOR may be required to pump any remaining process fluids from pipes or structures. Any additional time required for pumping shall be coordinated with the shutdown period.
- C. If the planned circumstances under which the outage was to be conducted change, the ENGINEER shall have the right to cancel or terminate an outage when the potential for a safety hazard or violation of the discharge permit exists.
- D. The ENGINEER retains the authority to terminate any scheduled shutdown the day of the scheduled shutdown.
- E. Pursuant to shutdown requirements specified herein, the ENGINEER shall be notified in writing in advance of any planned outage in any area. If requested by the ENGINEER, the CONTRACTOR shall send a representative to a pre-outage meeting with CITY's Operations and ENGINEER's staff to plan activities during the requested outage.
- F. Sequence, schedule, and coordinate work in and around the activities of other CONTRACTORS on the site to avoid obstruction of work access and interference with, or delay of, the work of other CONTRACTORS on the site.
- G. Provide temporary pumping, piping, power (including portable generators as required), lighting, controls, instrumentation, communication systems, and safety devices required to comply with the constraints specified in this Section.
- H. Confirm required equipment, materials, and labor will be on site a minimum of 3 days before commencing any work covered in a PSR.
- I. Establish temporary erosion and sediment controls prior to commencing any clearing, grading, or excavation that may result in discharges to waters of the State.

- J. Do not begin shutdowns or alterations of existing facilities until receiving ENGINEER's approval of the corresponding PSR.
- K. Unless otherwise specified, normal daily operation and maintenance of the existing treatment facilities will be performed by FACILITY personnel. Whenever operational functions on existing facilities or new facilities which affect operating systems are required to permit construction operations, these functions will also be performed by FACILITY personnel. CONTRACTOR shall not operate valves, gates or other operating systems in the FACILITY for existing or accepted Work that is part of or may affect FACILITY operations.
- L. Locate temporary facilities in a manner that minimizes interference to CITY's operation and maintenance personnel.
- M. Unless otherwise specified, install temporary pipelines of the same size as its connection to the existing FACILITY at the downstream end of the pipeline.
- N. Provide piping of suitable material for the material being conveyed.
- O. Provide submittals on proposed temporary pumping facilities, temporary plugs, and temporary electrical and instrumentation components necessary to maintain existing facilities.
- P. Dewater and promptly clean existing structures and pipelines temporarily removed from the operation where required.
- Q. Dimensions for all existing structures, piping, paving, and other nonstructural items are approximate. The CONTRACTOR shall field verify all dimensions and conditions and report any discrepancies to the ENGINEER a minimum of 14 days in advance of any construction in the area.
- R. Discrepancies between coordinates, bearings and lengths and stationing shall be resolved in the following order of precedence:
  - 1. Coordinates
  - 2. Bearing and lengths
  - 3. Stationing

### **3.04 WORK SEQUENCE AND CONSTRAINTS**

- A. General:
  - 1. CONTRACTOR shall utilize the description of critical events in the Work Sequence such as disabling existing fire alarm in building and shutting down electrical panel in this Section as a guideline for scheduling and completing the Work.
  - 2. The Work Sequence and Constraints presented herein do not include all items affecting the completion of the Work but are intended to describe in general the critical events necessary to minimize disruptions of the existing facilities.

### **3.05 PROCESS SHUT DOWN REQUEST (PSR)**

- A. General:

1. A Process Shut Down Request (PSR) is needed whenever CONTRACTORS activities temporarily impact the usual duties of the FACILITY staff. A PSR is a detailed document submitted by the CONTRACTOR for the purpose of requesting process shutdown(s), utility tie-in(s), work in areas that may risk unanticipated outages, or flow diversions to accommodate construction activities during a project. Such activities may include (but are not limited to) new tie-ins to utilities or structures, mechanical modifications to process piping or equipment, demolition, bulkhead installation, cleaning processes, tie-ins to the distributed control system (DCS).
  2. The purpose of the PSR is to provide a detailed plan for the San José-Santa Clara Regional Wastewater Facility (FACILITY) and ENGINEER that describes specific aspects of the work, a shutdown, diversion, or tie-in including its purpose, time of execution, and anticipated impacts on the treatment or business processes. The PSR shall include information from each trade (such as mechanical, electrical, plumbing, HVAC) associated with the particular task requiring a shutdown, diversion, or tie-in. Information within the PSR will be used by the FACILITY for defining operational procedures and methods to safely and successfully assist the CONTRACTOR in performing the Work activities.
- B. Submittal Process and Acceptance:
1. Pre-PSR Meeting (as needed)
    - a. The CONTRACTOR initiates the PSR process by requesting a pre-PSR meeting with the ENGINEER to discuss the nature of the shutdown, diversion, or tie-in, and to gather the information necessary to complete the PSR form. The requirement for a pre-PSR meeting may be waived by the ENGINEER if the nature of the work is deemed to be minor. The CONTRACTOR shall complete the Process Shutdown Request Form (attached) and submit to the ENGINEER for approval following the pre-PSR meeting. The ENGINEER will distribute the PSR to appropriate FACILITY staff for review and approval.
    - b. The CONTRACTOR may request the ENGINEER to conduct a walk-through of facilities impacted by the proposed shutdown. This walk-through can precede the pre-PSR meeting and can serve to identify specific equipment or systems that will be impacted.
  2. PSR Content:
    - a. The CONTRACTOR shall describe the nature of the work within the PSR form. The description will include details of all relevant trades associated with the required shutdown, diversion, or tie-in. If any of the trades are subcontracted, the CONTRACTOR shall be responsible for making the subcontractor provide and include the specific details required by that trade for the associated shutdown, diversion, or tie-in.
    - b. The CONTRACTOR shall provide sufficient details on process isolation, work sequencing, and safety (i.e., control of significant hazards unique to the shutdown, diversion, or tie-in) to demonstrate an understanding of the Work and how it will be completed within the associated constraints, and the Work's impact on the treatment process. The CONTRACTOR will provide sufficient qualified manpower resources to survey existing as-built drawings, and to conduct surveys of the existing utilities, subsystems, and systems to be impacted by the PSR
    - c. The PSR will be reviewed for completeness, accuracy, compliance with the construction schedule, constraints defined in Contract Documents, and confirm that the requested shutdown, diversion, or tie-in does not negatively

affect the operations or other concurrent activities at the FACILITY. Additional information may be requested from CONTRACTOR to understand the nature of the Work and method for completing the Work activities. The ENGINEER will return the PSR to the CONTRACTOR for revision if any of these criteria are not met. Once the PSR is acceptable to all parties, the PSR will be accepted by signature, and copies distributed by ENGINEER to the FACILITY staff and CONTRACTOR.

3. PSR Submittal Timing:

- a. Each Major PSR must be approved a minimum of seven (7) calendar days in advance of the Work activities defined in the PSR. CONTRACTOR shall allow a minimum of twenty-one (21) calendar days from the time of submission to the FACILITY for acceptance of the PSR. Therefore, the CONTRACTOR shall submit the first/original Major PSR a minimum of twenty-eight (28) calendar days prior to the associated shutdown, diversion, or tie-in unless a longer period of time is specifically called out in the specifications for a particular activity.
- b. Minor PSR's shall be submitted by CONTRACTOR a minimum of 72 hours in advance.

C. Identification, Scheduling and Tracking:

1. The CONTRACTOR shall submit a preliminary list of anticipated PSRs with the preliminary schedule submission. Within 7 calendar days of the submission of the list of anticipated PSRs, the CONTRACTOR shall attend a meeting with the ENGINEER to review and identify any major shutdowns that may require extended planning. Scheduled PSRs shall be incorporated as tasks on the established baseline schedule, as well as the 3-week progress schedules prepared by the CONTRACTOR throughout the construction period. Scheduled PSRs shall be dated to coincide with the construction activities. Updates to this list shall be made throughout the duration of the project as new PSRs are identified.
2. In addition to this list, the CONTRACTOR shall keep a PSR log for the purpose of tracking active PSRs. This log shall be updated weekly and available for review at the regularly scheduled construction progress meetings.

D. PSR Process Detail:

1. STEP 1. CONTRACTOR identifies PSRs needed on Log and Baseline Schedule.
  - a. CONTRACTOR submits a preliminary list of anticipated project PSRs identified but not limited to those shutdowns, diversions, or tie-ins described in the Contract Documents in a log/spreadsheet. Incorporate Major PSRs as tasks in Baseline Schedule. PSRs are scheduled to coincide with the appropriate construction activities.
  - b. CONTRACTOR reviews the preliminary PSR list with the ENGINEER within 7 calendar days of submission to evaluate the number, complexity, and scale of the requested shutdowns and to identify PSRs that may require more planning lead time than the minimum 28 calendar days prescribed in paragraph 3.05 B of this Section.
2. STEP 2. Pre-PSR Meeting
  - a. CONTRACTOR requests a Pre-PSR Meeting with the ENGINEER to discuss the nature of each requested shutdown, diversion, or tie-in, and to gather the information necessary to complete the PSR Form. The pre-PSR meeting may be waived by the ENGINEER if the work is deemed to be minor.



3. STEP 3. Submits PSR.
  - a. CONTRACTOR completes the PSR Form and submits it electronically through the DCMS system to the ENGINEER for review.
4. STEP 4. PSR Review Meeting.
  - a. ENGINEER evaluates the completeness of the submittal and distributes a hard copy of the submitted PSR Form to the appropriate FACILITY staff for review and approval. Additional information may be requested from CONTRACTOR to better understand the nature of and method for completing the Work. The assigned Lead Subject Matter Expert (LSME) shall be responsible for coordinating any associated shutdown procedures for use by O&M staff.
5. STEP 5. PSR finalized.
  - a. Once the PSR is agreed to by all parties, the PSR will be finalized by signature. Copies are distributed to the FACILITY Operations and Maintenance staff, ENGINEER, and CONTRACTOR.
6. STEP 6. Complete Readiness Checklist.
  - a. CONTRACTOR verifies everything is ready for the work.
7. STEP 7. Complete Safety Checklist.
  - a. CONTRACTOR completes a Job Hazard Analysis. The Job Hazard Analysis shall be summarized on a form prepared by the CONTRACTOR and reviewed by ENGINEER.
8. STEP 8. Complete work.
  - a. CONTRACTOR completes the work.
9. STEP 9. CONTRACTOR updates PSR Log and Progress Schedules.

## **PART 4 ADDITIONAL REQUIREMENTS**

### **4.01 CONSTRUCTION CONSTRAINTS**

- A. (Not used)
- B. CONTRACTOR shall proceed the work in the suggested general sequence work specified below. The suggested sequence of work only includes major work items.
  1. Administration Building
  2. Warehouse
  3. Digester East Electrical Control Room
  4. Digester Gas Compressor Building
  5. Sludge Control Building
  6. Digester West Electrical Building
  7. Sludge Screening Building
  8. Paint Shop
  9. Headworks No. 3.
  10. Blower Generator Building
  11. Cogeneration Building

12. Power and Air Operations Building
  13. Environmental Services Building
- C. Owner Pre-Acceptance Test and SJFD Acceptance Test shall be done on individual building basis.
  - D. Multiple buildings can be on “fire watch” at a time and fire watcher shall provide time log at interval approved by AHJ.
  - E. Defined Milestone Dates:
    1. Milestone ‘A’ for Building 10 - Administration Building: Contractor shall complete fire alarm installation, ceiling and light fixture replacement in the building by Feb 28, 2023 except fire alarm programming or fire alarm commissioning work.

#### **4.02 PSR**

- A. Intent of PSR in asking O&M support is for task outside of their normal duties. Working on an open, energized panel is considered as hot work by CIP Safety and a PSR shall be prepared.
- B. CONTRACTOR is responsible for verify all services connecting to the panel before shutting it down. PSR shall provide brief descriptions of affected equipment and mitigations for supporting equipment should it be critical to plant process and cannot be shut down.
- C. CONTRACTOR shall prepare PSR early in the project and allow sufficient time for panel schedule investigation and PSR safety review, and revision.

#### **4.03 ADDITIONAL REQUIREMENTS**

- A. Provide permanent or temporary connection of the new fire alarm work to the facility DCS to maintain an existing level of monitoring and protection until permanent transition to be monitored by the new facility fire alarm monitoring system. At a minimum, CONTRACTOR to maintain common alarm, trouble, and supervisory alarms for each building system throughout execution of this project.

#### **4.04 CONSTRUCTION COORDINATION WITH OTHER CIP PROJECT**

- A. HVAC Improvements Project – CONTRACTOR shall closely coordinate with HVAC Improvements Project in five buildings identified below:
  1. Administration Building – Building 10
  2. Sludge Control Building – Building 18
  3. Paint Shop - Building 21
  4. Warehouse – Building 32
  5. Generator Blower Building – Building 40
- B. HVAC Improvements Project will commence after this Project. Administration Building will have HVAC work for two seasons and could be the critical path for

both projects. CONTRACTOR shall include effort to coordinate with HVAC Improvements Project.

### Process Shutdown Request

Project Name \_\_\_\_\_ Project ID \_\_\_\_\_  
 PSR # \_\_\_\_\_ Task Title (Provide <10 word title): \_\_\_\_\_ Submittal Date: (Not less than 28 days prior to work) \_\_\_\_\_

SCHEDULE OF WORK ACTIVITY START: (Date/Time) \_\_\_\_\_ END: (Date/Time) \_\_\_\_\_

REQUESTOR: \_\_\_\_\_  
 PRIMARY POINT OF CONTACT: \_\_\_\_\_ PHONE/PAGER: \_\_\_\_\_  
 SECONDARY POINT OF CONTACT: \_\_\_\_\_ PHONE/PAGER: \_\_\_\_\_  
 NOTIFY  Control Room, Phone. Outside Entity  Security, Phone  
 BUILDING/AREA: \_\_\_\_\_ LOCATION OF WORK FLOOR/LEVEL: \_\_\_\_\_

DESCRIPTION OF WORK: (Provide sufficient details on process isolation, work sequencing, and safety (i.e., control of significant hazards unique to the work) to demonstrate an understanding of the work and how it will be completed within the constraints, and its impact on the processes and Facility.)

Task Summary: \_\_\_\_\_  
 Processes Affected: \_\_\_\_\_  
 Trades Affected: \_\_\_\_\_  
 Other Entities Affected: \_\_\_\_\_  
 Entity Contact Info: \_\_\_\_\_

WORK PLAN:  
 Work Sequencing: \_\_\_\_\_  
 Process Isolation: \_\_\_\_\_  
 Spill Prevention Plan: \_\_\_\_\_  
 Contingency Plans: \_\_\_\_\_

CITY Work: \_\_\_\_\_

CRITICAL EQUIPMENT/TOOLS: (pumps and discharge hoses with correct fittings, blind flanges and pipe plugs, no-hub fittings, properly sized electrical service components, generators, portable lighting, chlorine for potable water pipe breaks, etc.)

<input type="checkbox"/>	Acoustic Ceiling/or Walls Access	<input type="checkbox"/>	Excavation Permit	<input type="checkbox"/>	Lock Out/Tag Out
<input type="checkbox"/>	Chemical Use Approval	<input type="checkbox"/>	Fire Sprinkler Impairment	<input type="checkbox"/>	Life Safety Systems
<input type="checkbox"/>	Confined Space Permit	<input type="checkbox"/>	Flammable Materials	<input type="checkbox"/>	Roof Protocol
<input type="checkbox"/>	Critical Lift Plan	<input type="checkbox"/>	Flush / Discharge	<input type="checkbox"/>	Work After Dark
<input type="checkbox"/>	Energized Electrical Work	<input type="checkbox"/>	High Pressure Test	<input type="checkbox"/>	
<input type="checkbox"/>	Elect. Panel Schedules	<input type="checkbox"/>	Hot Work/Open Flame	<input type="checkbox"/>	

EXISTING SERVICE(S) AT RISK:

<input type="checkbox"/>	Breathing Air	<input type="checkbox"/>	Elect Normal	<input type="checkbox"/>	Safety Showers	<input type="checkbox"/>	VAX/DATA
<input type="checkbox"/>	Chemical Distribution	<input type="checkbox"/>	Fire Protection	<input type="checkbox"/>	DCS / SCADA	<input type="checkbox"/>	Compliance: Air
<input type="checkbox"/>	Facility Water	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	Security	<input type="checkbox"/>	Compliance: NPDES
<input type="checkbox"/>	Plant Water	<input type="checkbox"/>	Inert Gas	<input type="checkbox"/>	Solvent Drain	<input type="checkbox"/>	
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Instrument - Air	<input type="checkbox"/>	Specialty Gases	<input type="checkbox"/>	
<input type="checkbox"/>	Domestic Drain	<input type="checkbox"/>	Life Safety System	<input type="checkbox"/>	Storm Drain	<input type="checkbox"/>	
<input type="checkbox"/>	Elect-Bus Duct	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	Telephones	<input type="checkbox"/>	
<input type="checkbox"/>	Elect Emergency	<input type="checkbox"/>	Process Access	<input type="checkbox"/>	UPS	<input type="checkbox"/>	

REVIEWER'S INSTRUCTIONS / COMMENTS: \_\_\_\_\_

Project Name \_\_\_\_\_ Project ID \_\_\_\_\_  
 PSR # \_\_\_\_\_ Task Title (Provide <10 word title): \_\_\_\_\_ Submittal Date: (No later than 28 days prior to work)

SCHEDULE OF WORK ACTIVITY START: (Date/Time) \_\_\_\_\_ END: (Date/Time) \_\_\_\_\_  
 REQUESTOR: \_\_\_\_\_  
 PRIMARY POINT OF CONTACT: \_\_\_\_\_ PHONE/PAGER: \_\_\_\_\_  
 SECONDARY POINT OF CONTACT: \_\_\_\_\_ PHONE/PAGER: \_\_\_\_\_  
 NOTIFY  Control Room, Phone. Outside Entity  Security, Phone  
 BUILDING/AREA: \_\_\_\_\_ LOCATION OF WORK FLOOR/LEVEL: \_\_\_\_\_

PRE-JOB BRIEFING MUST BE COMPLETED PRIOR TO COMMENCING WORK:

As Applicable

	Full Name (printed)	Signature	Phone	Date
CONTRACTOR				
CM / PM				
Health, Safety & Security MGR.				
LSME				
SME (Operations)				
SME (Maintenance)				
SME (Power & Air)				
SME (Instrumentation)				
SME (Electrical)				
DIV. MGR. Facility Maintenance				
DIV. MGR. Energy & Automation				
DIV. MGR. Facility Operations				

**Note: The PSR is considered Approved by signature of the Division Manager, Facility Operations, or his/her designee.**

**END OF SECTION**