

**ZONE 7 WATER AGENCY
ON-CALL WELL AND PUMP REPAIR SERVICES PROJECT
272-18
ADDENDUM NO. 1
September 17, 2018**

This Addendum No. 1 (“Addendum”) is dated the date set forth above and modifies certain Bidding Documents issued by the Alameda County Flood Control and Water Conservation District, acting by and through its Zone 7 Water Agency (“District”) in connection with the District’s project: *ON-CALL WELL AND PUMP REPAIR SERVICES PROJECT- Project # 272-18.*

All capitalized terms not otherwise defined herein shall have the meanings provided in the Bidding Documents. There are no other amendments to the Bidding Documents other than expressly contained in this Addendum No. 1.

The following clarifications and/or modifications shall be incorporated into plans and specifications for the above-referenced project and shall become part of the Contract Documents. All other provisions and requirements shall remain unchanged.		
CONTRACT DOCUMENTS AND SPECIFICATIONS		
Addendum Item	Document/ Section	Location and Description of Change
1	Document 00400-BID FORM	Please <i>replace</i> Document 00400-BID FORM with the attached Document 00400A-BID FORM (Attachment A).
2	01100	Please <i>replace</i> Document 01100-SUMMARY with the attached Document 01100A-SUMMARY (Attachment B).
3	00700	Please <i>add to</i> Document 00700-Section 4.1A., Section 4.1.A 3. All required Bonds and Insurance shall be issued for the entirety of the contract, namely 5 years.

Please be reminded that all bidders shall acknowledge receipt of this Addendum No. 1 in Document 00400A (Bid Form) and failure to acknowledge addendum in the Bid Form shall render the bid non-responsive and shall be cause for its rejection.

Acknowledgement of receipt of Addendum No. 1 for the ON-CALL WELL AND PUMP REPAIR SERVICES Project, Livermore, California, Project No. 272-18.

Please also sign and email a copy of this page to John Koltz, Zone 7 Water Agency, at jkoltz@zone7water.com to acknowledge receipt of Addendum No. 1 for this project.

Signature and Print Name

Date

Company

DOCUMENT 00400A

BID FORM

To be submitted as part of Bidder's Envelope by the time and date specified in Document 00200 (Instructions to Bidders), paragraph 1.

TO THE HONORABLE BOARD OF DIRECTORS OF THE ZONE 7 WATER AGENCY OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: PROJECT NUMBER 272-18, On-Call Well and Pump Repair Services Project

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Alameda County Flood Control and Water Conservation District, acting by and through its Zone 7 Water Agency, a public agency of the State of California ("District") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
 - (c) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
	On-Call Well and Pump Repair				
1.	Issuance of Bonds and Insurance for the entirety of the project, namely five years.	N/A	Lump Sum	\$	\$
2.	Mobilization and Demobilization for drill rig to remove and replace pump/pump column (maximum 7 day/1 week response time).	N/A	Lump Sum	\$	\$
3.	Temporary Tanks, pumps, piping and associated miscellaneous rental equipment to properly dispose of well water during well cleaning, well development, and well disinfection operations	N/A	Lump Sum	\$	\$
4.	Removal/Reinstallation of Pump and Pump Column (12-inch diameter pump column and associated connections). Removal of pump, column, suction pipe, and disconnection of any piping as necessary for removal of the above items. Installing new rubber shaft bushings, suction pipe, and pump column.	300	Lineal Feet	\$	\$
5.	Removal/Reinstallation of Pump and Pump Column (14-inch diameter pump column and associated connections). Removal of pump, column, suction pipe, and disconnection of any piping as necessary for removal of the above items. Installing new rubber shaft bushings, suction pipe, and pump column.	500	Lineal Feet	\$	\$
6.	Roto-Brush and Bail Operations	30	Hours	\$	\$
7.	Replace Damaged Retainers/Spiders	80	Each	\$	\$
8.	Furnish New 12-inch diameter Pump Column segments.	300	Lineal Feet	\$	\$
9.	Furnish New 14-inch diameter Pump Column segments.	500	Lineal Feet	\$	\$
10.	Well Disinfection per AWWA 654-03 or more recent standard and Disposal in compliance with Municipal Regional NPDES Permit.	N/A	Lump Sum	\$	\$
11.	Miscellaneous Equipment Purchase Allowance – Pump or miscellaneous equipment purchases (to be used as directed by the Engineer)	N/A	Lump Sum	\$	\$100,000

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
12.	Equipment/Material % markup (example: assuming 10% markup on \$100,000 would input \$10,000 in total column)	\$100,000	Dollars	_____ %	\$
13.	Extra Work Allowance – Rehabilitation, dual air-lifting, video inspections, above ground disconnects (to be used as directed by the Engineer)	N/A	Lump Sum		\$150,000
TOTAL BID PRICE					\$

5. As this is for as-needed work, bid items may not be used and lump sum bid items may be used more than once through the life of the contract. Unit prices shall apply to work covered for actual quantities performed on the Project and Section 01200.5.D is not applicable. Deletion or any deviation to the bid item quantity at the District's discretion shall cause no adjustment to bid item unit price. Bid items may be deleted at no cost to the District. The contract will be a five year term with 3% annual bid item adjustment increases each successive year beginning January 1, 2020. During this period, the Contractor shall be available to perform Work on an on-call basis as directed by the District Representative. The District reserves the right to employ the services of the next to lowest responsible bidder, should the lowest responsible bidder not be available to mobilize in the required 7 days/1 week mobilization response to an On-Call directive by the District Representative.
6. Work Allowance tasks are at the sole discretion of the District. Potential rehabilitation items include, but are not limited to, Dual Airlift Swabbing, Casing Repair (Swaging), Test Pump/Micro Camera Surveys. Routine well pump repair/replacement efforts such as above ground connection and infrastructure removal, video inspection of the well and a field vibration test/report completed by a third party independent testing firm are also included under this item
7. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
8. The undersigned Bidder understands that District reserves the right to reject this Bid.
9. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400A or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), Document 00620 (Construction Labor and Material Payment Bond) and insurance certificates and endorsements required by Document 00700 (General Conditions).
10. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
11. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "Zone 7 Water Agency."
12. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that District has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

13. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00800 (Supplementary Conditions – Division 0) shall be as set forth in Document 00800 (Supplementary Conditions – Division 0).

14. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____

Licensed in accordance with an act for the registration of Contractors, and with
license number: _____ Expiration: _____

Where incorporated, if applicable

Contractor Registration Number & Expiration Date

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor’s Representative(s), (name, title): _____

Officers authorized to sign contracts: _____

Telephone Number(s): _____

Date of Bid: _____

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01100A

SUMMARY**PART 1 GENERAL****1.1 SUMMARY**

- A. Section includes summary of Work including:
1. Work Covered By Contract Documents
 2. Bid Items and Allowances
 3. Work under Other Contracts
 4. Future Work
 5. Work Sequence
 6. Work Days and Hours
 7. Cooperation of Contractor and Coordination with Other Work
 8. Maintenance, Product Handling, and Protection
 9. Partial Occupancy/Utilization Requirements
 10. Contractor Use of Premises
 11. Lines and Grades
 12. Protection of Existing Structures and Utilities
 13. Damage to Existing Property
 14. Parking
 15. Laydown/Staging Area
 16. Permits
 17. Punch List Verification
 18. Actual Damages for Violations
 19. Unfavorable Construction Conditions
 20. Protection of Water Quality
 21. Work at Site
 22. Construction Site Access
 23. Site Administration

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The scope of work, in general, consists of providing all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for On-Call Well Maintenance Services for the District's (Zone 7) 10 production wells for up to a five-year period. Typical work would be related to removal and replacement of the pump and pump column.

The Scope of work includes the following items:

- Issuance of Bonds and Insurance for the entirety of the project, namely five years.
- Mobilization and demobilization of all equipment, labor, and materials.
- The removal of the roof access hatch and/or roof sections as needed, the disconnection of any pipe or mechanical connections to pump & motor, the removal of the current motor, motor base, discharge head, pump, pump column, suction pipe, and sounding tube if necessary.
- Removal of the existing Pump and Pump Column. Removal of pump, column, suction pipe, and disconnection of any piping as necessary for removal of the above items.
- Roto-Brushing and bailing of well.
- The installation of a new pump, re-installation of existing pump column (including replacement of any damaged sections, replacement of all rubber shaft bushings, replacement of any damaged or irretrievable spiders, re-installation of existing discharge head, existing motor base, and existing/re-built/new motor, re-

- connection of any pipe or mechanical connections to the pump & motor, complete and ready for operation, and finally the replacement of the roof hatch and/or roof sections as needed for removal /replacement of the well pump.
- Replacement of any damaged or unusable pump column sections and retainers/spiders.
 - Provide well disinfection and disposal per AWWA 654-03 or more recent AWWA standard. It is the District's intent that all discharges will preferably go to a sewer or if necessary the storm drain or creek/arroyo. Discharges to the sewer shall be made after Zone 7 consultation with appropriate Sanitation District or City. Discharges to the storm drain or creek shall only be made where water cannot be put to beneficial reuse and shall comply with the California Statewide NPDES Permit for Drinking Water System discharges. Compliance with the permit may include but is not limited to implementation of Best Management Practices including temporary tanks and associated piping for discharge of chlorine residual less than 0.1 ppm, pH between 6.5 and 8.5, and turbidity less than 100 NTU.
 - Miscellaneous Equipment Purchase Allowance – Pump or miscellaneous equipment purchases (to be used as directed by the Engineer)
 - Extra Work Allowance/ Rehabilitation - Potential rehabilitation items include, but are not limited to, Dual Airlift Swabbing, Casing Repair (Swaging), and Test Pump/Micro Camera Surveys. Routine well pump replacement efforts such as above ground connection and infrastructure removal, video inspections of the well and a field vibration test/report are included under this item.
 - All work must be done in accordance with all applicable federal, state, and local requirements. All work must be done in accordance with all applicable federal, state, and local requirements.
 - Other such items or details not mentioned above, shall be performed, placed, constructed, removed, or installed in accordance with the Contract Documents for specific tasks.
- B. Coordination with other contractors working at the site and its Subcontractors, coordination with local utility owners and the District, obtaining necessary permits and complying with permit and environmental conditions, project startup and testing, site restoration and cleanup.
Contract Documents fully describe the Work.
- C. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- D. Existing materials and equipment removed and not reused as a part of the Work shall be returned to the District. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of District. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
- E. Salvaged items not to be reused in the Work, but to remain District's property shall be delivered by Contractor in good condition to District at:

Del Valle Water Treatment Plant, Livermore California

Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.

- F. The contract will be a five year term with 3% annual bid item adjustment increases each successive year beginning January 1, 2020. During this period, the Contractor shall be available to perform Work on an on-call basis as directed by the District Representative. The District reserves the right to employ the services of the next to lowest responsible bidder, should the lowest responsible bidder not be available to mobilize in the required 7 day/1 week response period to an On-Call directive by the District Representative.

The estimated quantities for bid items may be greatly increased or decreased or reduced to zero. The increase or decrease of these amounts as compared with those set forth in Document 00400 (Bid Form) will not constitute a basis for claim by the Contractor for extra payment or damages or for anticipated profit.

1.3 BID ITEMS AND ALLOWANCES

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Measurement and Payment).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item (whether Lump Sum, or Unit Price).
- D. Description of Lump Sum and Unit Price Bid Items: Bid items are not intended to be exclusive description of work categories and Bidder shall determine and include in its pricing all materials, labor and equipment necessary to complete each Bid Item as shown and specified:

1. Bonds and Insurance (Bid Item 1). The lump sum price paid for this item shall be full payment for providing Bonds and Insurance required by Document 00700 (General Conditions). Bonds and Insurance shall be issued for the entirety of the project, namely five years.

2. Mobilization and Demobilization (Bid Item 2). The lump sum price paid for this item shall be full payment for mobilization and demobilization at each well. Mobilization at Project commencement (50% to be paid then or as agreed in the Schedule of Values), the Safety Plan, applicable permits, as required by Document 00550 (Notice to Proceed), Document 00700 (General Conditions), SQPP preparation and implementation as required by Section 001570 (Stormwater Management and Erosion Control). Receipt of all records and documents as required in the contract documents (including pump reviews and vibration testing reports), an operational well, site restoration and clean up at Final Completion of Work constitutes demobilization (50% to be paid then or as agreed in the Schedule of Values).

3. Temporary Tanks, Pumps, Piping and Miscellaneous Rental Equipment (Bid Item 3). The lump sum price paid for this item shall be full payment for temporary tanks, transfer pumps, piping and miscellaneous rental equipment at each well as needed to control bailing, airlifting, and pumping operations, well disinfection operations, and any planned discharges to the sewer, creek or arroyo. For water quality testing and well cleaning/disinfection purposes, Contractor shall also include, at a minimum, furnishing and managing a 20,000 gallon Baker Tank, other tanks, transfer pumps, piping as necessary so that discharges to the sewer or creek are in compliance with the Statewide Drinking Water System NPDES Permit.

4. Removal and Reinstallation of Pump and 12-inch diameter Pump Column (Bid Item 4). The unit price per foot paid under this item under this item shall be full payment for complete removal then reinstallation of pump column, line shaft, pump, suction pipe, and any other ancillary connections connected to the pump column downhole.

5. Removal and Reinstallation of Pump and 14-inch diameter Pump Column (Bid Item 5). The unit price per foot paid under this item under this item shall be full payment for complete removal then reinstallation of pump column, line shaft, pump, suction pipe, and any other ancillary connections connected to the pump column downhole.

6. Brush and Bail Operations (Bid Item 6). The unit price paid under this item shall be payment per hour for roto-scrub brushing well screens, then bailing the debris from the bottom of the well. The rate of brushing will not be more than 40 feet of screen per hour.

7. Replace Damaged Retainers/Spiders (Bid Item 7). The unit price paid under this item shall be full payment for each replacement of any damaged or irretrievable retainers/spiders.

8. Furnish New 12-inch diameter Pump Column Segments (Bid Item 8) - The unit price paid under this item shall be full payment for lineal feet of the length of new pump column furnished to replace the existing, damaged pump column. Unit price shall include disposal of any existing pump column replaced by new pump column. Contractor shall provide a list and photo of damaged column segments. Replacement of the existing damaged pump column will be at the discretion of the District.

9. Furnish New 14-inch-diameter Pump Column Segments (Bid Item 9) - The unit price paid under this item shall be full payment for lineal feet of the length of new pump column furnished to replace the existing, damaged pump column. Unit price shall include disposal of any existing pump column replaced by new pump column. Contractor shall provide a list and photo of damaged column segments. Replacement of the existing damaged pump column will be at the discretion of the District.

10. Well Disinfection and Disposal to Sewer, Creek, or Arroyo (Bid Item 10). The lump sum price paid for this item shall be full payment for well disinfection, proper treatment and proper disposal to the sewer or creek/arroyo. Water discharges from the well to the creek/arroyo/storm drain shall be in compliance with planned discharge requirements of the Statewide Drinking Water System NPDES Permit. Contractor shall prepare and submit a well water disposal plan that accounts for chlorinating the well after installation of the new well pump and column, conducting well bacteriological testing for successful test results (no positive tests), removing the spent chlorinated water from the well, and treating the well water discharges prior to its discharge to the sewer or creek. Discharges to the sewer shall be made after Zone 7 consultation with Dublin San Ramon Services District. Discharges to the storm drain or creek shall be in compliance with the Statewide NPDES Permit for Drinking Water System Discharges which may include but is not limited to implementation of Best Management Practices, discharge chlorine residual less than 0.1 ppm, pH between 6.5 and 8.5, and turbidity less than 100 NTU. District approval is required regardless of discharge method.

11. Miscellaneous Equipment Purchase Allowance (Bid Item 11). This is a contingency item placeholder for any equipment purchases including pumps. Extra work allowance requires prior written approval from the District.

12. Equipment % Markup Cost (Bid Item 12). Contractor's markup on actual equipment purchase invoice. The payment for equipment under Bid Item 12 shall be made as cost of invoice plus Contractor's percentage markup under this bid item.

13. Extra Work Allowance (Bid Item 13). This is a contingency item placeholder for any extra work, typically rehabilitation of the well, to be performed at the request of the District. Potential rehabilitation items include, but are not limited to, Dual Airlift Swabbing, Casing Repair (Swaging), and Test Pump/Micro Camera Surveys. Routine well pump replacement efforts such as above ground connection and infrastructure removal, video inspection of the well and a field vibration test/report completed by a third party independent testing firm are also included under this item.

E. Allowances:

1. Allowance work process shall be done in a similar procedure as Change Orders and as specified in Section 01250 (Modification Procedures). Identify Allowance Items (Document 00400 Bid Form) work on the Progress Schedules and on Applications for Payment.
2. The Amount given on Document 00400 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others includes the following:

- A. Zone 7 Operations and Maintenance staff routine work.

Contractor shall plan work around work to be done by others per Section 1.4 below. The District reserves the right to adjust pump replacement schedule to avoid potential work conflicts with other projects.

1.5 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District and Engineer.
- B. Comply with any additional construction sequencing and constraints as indicated on the Drawings and as specified. Coordinate all items with the District. Provide a minimum fourteen (14) day notification to Engineer prior to performing each item of work which would impact on the operation of the Treatment Plant or other water production and supply facilities.

1.6 WORK DAYS AND HOURS

- A. Work Days and hours: Work shall be conducted only on Business Days as defined in Section 01420, Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from District in writing at least 48 hours in advance and District approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the District. Such costs may be withheld from any succeeding monthly progress payment.
- B. The following are holidays recognized by District and Alameda County:
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Lincoln's Birthday, February 12;
 - d. Presidents' Day, third Monday in February;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;
 - g. Labor Day, first Monday in September;
 - h. Veterans' Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Alameda County Board of Supervisors as a day of mourning, thanksgiving, or special observance.
- C. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electricity. In each case, Contractor shall receive permission from District or the owning utility prior to undertaking connections.
Contractor shall protect facilities against deleterious substances and damage.
- D. Treatment Plant Shutdown and Tie-ins to Existing Equipment, Facilities (Including Wells, and Pipelines).
 1. Contractor shall execute the Work during the facility shutdown and when the District has the new pump available for installation. Contractor shall prepare and submit a detailed plan prior to starting any work for acceptance by the District. The detailed plan shall include planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of District and staff, and contingency plans. Refer also to Section 01140 (Coordination and System Outage Request). Contractor shall employ sufficient labor, superintendence, and equipment to complete Work within the specified periods at no additional cost to the District. When required to minimize process interruptions while complying with specified sequencing constraints, Contractor shall provide temporary pumping, power, lighting, controls, instrumentation, and safety devices. Operation of switches or other existing equipment, when required, shall be by or under the direct supervision of the owning utility.
 2. Unless the Contract Documents indicate otherwise, the Contractor shall not remove from service, de-energize, or modify settings for any existing operating tank, pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the District.

1.7 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00700 (General Conditions), Article 6.

- B. Constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.
- C. The existing facilities must be kept in continuous operation throughout the construction period except for shutdown times previously agreed upon by District. Scheduling of shutdown times shall be coordinated with District by Contractor in strict accordance with Paragraph 1.7, Work Days and Hours and Section 01140 (Coordination and System Outage Request). Contractor will not be permitted to schedule shutdowns on Fridays.

1.8 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide District with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefor.

1.9 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow District to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from District occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01100A shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.

1.10 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of District or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the District, and comply with all other Contract documents requirements.

1.11 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

- B. District shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.
- C. Contractor shall keep District informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by District may be done with minimum inconvenience to District and minimum delay to Contractor.
- D. Contractor shall remove and reconstruct Work which is improperly located.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

Contractor shall refer to Section 017150 (Protection of Existing Facilities and Properties).

1.13 DAMAGE TO EXISTING PROPERTY

Contractor shall refer to Section 01530 (Protection of Existing Facilities and Properties).

1.14 PARKING

Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, District's operations, or construction activities.

1.15 LAYDOWN/STAGING AREA

Contractor shall provide a layout of the work and staging area for review by the District Facility Supervisor.

1.16 PERMITS

Contractor shall refer to Document 00700 (General Conditions) and Document 00800 (Supplementary Conditions - Division 0).

1.17 PUNCH LIST VERIFICATION

A punch list examination will be performed upon substantial completion of work. One follow up review of punch list items for each discipline will be provided. If further site visits are required to review punch list items due to incompleteness of the work by contractor, contractor shall reimburse district for these visits.

1.18 ACTUAL DAMAGES FOR VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in paragraph 15.5 of Document 00700 (General Conditions), District may incur actual damages, including fines imposed by any regulatory agency resulting from loss of use of any permit described in this Section 01100A, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Continuous operation of District's active production and distribution facilities or sites in compliance with legal or regulatory requirements is essential to avoid violating applicable regulations or permits requirements. Violations or threatened violations may subject the District to fines and/or other costs or civil liabilities.
- B. Contractor shall be liable for and shall pay District the amount of any actual losses in addition other remedies provided by the Contract Documents.

1.19 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.20 PROTECTION OF WATER QUALITY

Contractor shall ensure that the water quality of the District's water supply facilities located at the project sites are protected from contamination at all times during construction. Protective measures shall include, but not be limited to, securing covers on storage facilities and securing or removing containers for contaminants from the Site when Contractor's forces are not present and at the end of each workday.

1.21 WORK AT SITE

The District has other facilities located on the project site that must be allowed to continue to operate throughout the duration of contract Work. The Contractor shall carry out construction activities in a manner that does not disrupt facility operations at the Site.

Contractor shall schedule all construction activities that affect the operation of the facilities with District. The Contractor shall provide all labor, equipment, and materials required to maintain the operation on a temporary basis whenever usual facility activities must be interrupted by work on this project. Any temporary operating arrangement shall be scheduled with and approved by the District. The Contractor shall be responsible for any and all costs, including attorneys' fees, incurred as a result of any violation or threatened violation of any permit requirements where the violation or threatened violation arises out of or in connection with Contractor's construction activities. This remedy is in addition to any other remedy existing under this contract.

Contractor is referred to paragraph 1.18 of this Section 01100A for information about actual damages.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the Site through access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:30 a.m. to 6:30 p.m. local time. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address specifically arranged by Contractor for the Project.

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to District or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except District's employees) to observe the same regulations as Contractor requires of its employees.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTION – NOT USED.

END OF SECTION