

DOCUMENT 00490

ADDENDA

**City of Santa Clara
Electric Department**

Addendum Number: [1]

Project: Caltrain Pole Replacement Project

Contract Number: 2421
Date: February 15, 2019
Bid Date: February 20, 2019
Bid Opening: 3:00 P.M.

TO ALL BIDDERS:

The following changes, deletions, additions, and/or clarifications shall be made to the drawings and specifications for the work of the above Project:

SPECIFICATIONS:

1. Document 00100, Notice Inviting Bids – Replace document dated 02/04/19 with document dated 02/15/19. This changes the required Contractor’s license to remove California “C-12.”
2. Section 01100, Summary of Work – Replace document dated 02/04/19 with document dated 02/15/19. This changes Bid Items #9 and #10.

This addendum is part of the Contract Documents and in case of conflict among drawings, specifications, and this addendum, the addendum shall govern.

Bidders shall acknowledge receipt of this addendum by inserting the addendum number and date and signing where indicated on DOCUMENT 00400, BID. Failure to do so may subject bidder to disqualification based upon a non-responsive bid.

Issued by the City of Santa Clara



Manuel Pineda
Interim Chief Electric Utility Officer

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DOCUMENT 00100**NOTICE INVITING BIDS**

1. **NOTICE.** The City of Santa Clara, California, a chartered California municipal corporation, (“City”) hereby gives notice that it will accept bids for construction of the following public work:

CALTRAIN POLE REPLACEMENT PROJECT**CONTRACT NO.
2421**

2. **BID SUBMISSION.** City will receive sealed Bids in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California 95050, until **3:00 p.m.**, as determined by the atomic clock above the help window of the City Clerk’s Office and the City Clerk, on **February 20, 2019**. Bids will be opened shortly thereafter on that same day. The opening will be in accordance with procedures set forth in Document 00250, Bid Contents, Evaluation, Selection, and Award.
3. **CONTACT INFORMATION.** Bidders may obtain further information from:

Project Manager: Joseph Bruzzone
Email: jbruzzone@svpower.com
Telephone: (408) 615-6638
Mailing address: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
4. **STATEMENT OF QUALIFICATIONS.** Each Bidder shall be required to submit a Statement of Qualifications in accordance with Document 00200, Instructions to Bidders, and Document 00450, Statement of Qualifications for Construction Work.
5. **DESCRIPTION OF WORK.** The Work consists of raising an existing 60 kV transmission line that crosses Caltrain’s railroad that is located near 2400 Walsh Ave, Santa Clara, CA. The existing double circuit 60 kV wood pole, #SRH39, will be removed, and replaced with a custom tubular steel monopole supported on a drilled concrete pier foundation. The 4 adjacent wood poles (poles SRH38, SRH40, UW11, and UW13) will be replaced using 2 direct embedded light duty steel poles, and 2 direct embedded wood poles. All existing transmission and distribution conductors and the ADSS cable will be transferred to the new poles. Existing structure SRH41 will be modified by replacing the existing distribution tangent hardware with deadend hardware and materials. The Work also includes constructing one temporary guyed pole to support the existing conductors while new structure SRH39 is constructed.
6. **CONTRACT TIME.** Work shall reach Substantial Completion within forty-five (45) Working Days from the date when the Contract Time commences to run. The Work shall reach Final Completion within fifty (50) Working Days from the date when the Contract Time commences to run. See Document 00050, References and Definitions, for definitions of Substantial Completion and Final Completion.
7. **REQUIRED CONTRACTOR’S LICENSE(S).** A California “A” contractor’s license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
8. **REQUIRED CONTRACTOR AND SUBCONTRACTOR’S REGISTRATION.** The Bidder and subcontractor(s) must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposed only under

Labor Code Section 1771.1(a)]. The Bidder or subcontractor(s) may not be awarded the Contract unless registered as noted above.

9. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
10. **INSTRUCTIONS.** Bidders shall refer to Document 00200, Instructions to Bidders, for required documents and items to be submitted in sealed envelopes for deposit into the Bid box, located at the City Clerk's office, and applicable times for submission.
11. **SUBSTITUTIONS OF SECURITIES.** City will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, is incorporated in full in this Document 00100, Notice Inviting Bids.
12. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference or Site Visit. City will accept questions about the meaning or intent of the Bidding Documents. Any final questions by the Bidders must be by emailed by and to:

Deadline: 3:00 p.m. on February 13, 2019
Contact: Jennifer Shelton
Email: jshelton@svpower.com

The City will respond by February 15, 2019.

13. **SUBMITTING A BID.** In order to submit a bid, a Potential Bidder must become a plan holder of record by purchasing at least (1) copy of the Bidding Documents. Only plan holders of record will receive addenda and notices during bidding. To purchase a copy of the Bidding Documents, contact Jennifer Shelton at jshelton@svpower.com. Bidding Documents need not be returned to the City.
14. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.
15. **RESERVATION OF RIGHTS.** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

END OF DOCUMENT

SECTION 01100
SUMMARY OF WORK

PART 1 GENERAL

1. SUMMARY

- A. Section includes summary of Work including:
1. Work Covered by Contract Documents
 2. Bid Items, Allowances, and Alternates
 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. Dust Control
 15. Parking
 16. Laydown/Staging Area
 17. Permits
 18. Punch List Verification
 19. Actual Damages for Violations
 20. Unfavorable Construction Conditions
 21. Work at the Caltrain Pole Replacement Project Site
 22. Construction Site Access
 23. Specification Data Sheets and Schedules
 24. Site Administration
 25. Products Ordered in Advance
 26. City-Furnished Products

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work comprises all required civil, structural and electrical work, including installation of City's furnished equipment for the Caltrain Pole Replacement Project.
- B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes, but is not necessarily limited to the following items as listed with Section 00400 as Schedule of Bid Prices.
 - 1. Bonds and Insurance
 - 2. Safety Plan and Programs
 - 3. Contractor Mobilization/Demobilization – This item is to cover all materials, labor, supervision and contractor management of all prime and subcontracted construction forces associated with the mobilization and demobilization of personnel, equipment, and other associated project site appurtenances. Such appurtenances should include but are not limited to such construction-related temporary facilities as; construction water, sanitary facilities, lay-down yard, job site security, debris control, fire protection, project signage, field office trailers and permit acquisition.
 - 4. Clearing/Grubbing – Contractor shall remove and dispose of landscaping and shrubs, remove vegetation, bushes, stumps, roots of down trees, brush, grass, weeds, and other objectionable material, within the limits of the project.
 - 5. Install/Re-Establish Restorative Landscaping & Hardscape – Contractor to replace & maintain until self-supporting/propagating all landscaping and/or ancillary landscaping and hardscape support features (e.g. sprinklers, drip systems, vegetation training, support features, walking paths, curbs, pavement, etc.) disrupted, removed and/or damaged as a result of the work associated with this contract. All vegetation, landscaping hardscape, curb, pavement, etc. damaged and/or removed shall be replaced by like type, size and quantity as that material which was damaged/removed at the contractor's sole expense.
 - 6. Installation and Maintenance of SWPPP Best Management Practices - This item is to include all costs associated with the installation and maintenance of all SWPPP and NPDES "Best Management Practices" in accordance with applicable local, state and federal agency standards and guidelines and project documents.
 - 7. Install and Maintain Traffic Control and Railroad Crossing Requirements– This item is to cover all materials, labor, supervision, equipment, subcontractor cost, and permitting to; develop, submit and obtain all traffic control approvals and permitting from the City of Santa Clara, install, erect and maintain the traffic control features in accordance with the previously approved City specifications, guidelines and plans as required for the duration of the project. Include costs associated with filing for a railroad permit and working in the railroad right-of-way.
 - 8. Excavate, Install & Backfill Foundation SRH39 – Provide all materials, labor, equipment and supervision to; excavate the foundation; provide and place reinforcing steel; place owner-provided anchor bolt cage; form, place concrete

- and strip formwork; place and grade backfill for foundation SRH39 at the location and dimensions/elevations noted on the contract documents.
9. Excavate, Set, and Backfill Direct Embed Pole SRH38 – Provide all materials (including backfill), labor, equipment, supervision, and incidentals necessary to; excavate the direct-embed hole, set the owner-provided pole, and backfill the excavation at the location and dimensions/elevations noted in the contract documents.
 10. Excavate, Set, and Backfill Direct Embed Pole SRH40 – Provide all materials (including backfill), labor, equipment, supervision, and incidentals necessary to; excavate the direct-embed hole, set the owner-provided pole, and backfill the excavation at the location and dimensions/elevations noted in the contract documents.
 11. Excavate, Set, and Backfill Direct Embed Pole UW11 – Provide all materials, labor, equipment, supervision, and incidentals necessary to; transport the owner-provided wood pole from the City's storage facility to the project site; excavate the direct-embed hole, set the pole, and backfill the excavation at the location and dimensions/elevations noted in the contract documents.
 12. Excavate, Set, and Backfill Direct Embed Pole UW13 – Provide all materials, labor, equipment, supervision, and incidentals necessary to; transport the owner-provided wood pole from the City's storage facility to the project site; excavate the direct-embed hole, set the pole, and backfill the excavation at the location and dimensions/elevations noted in the contract documents.
 13. Excavate, Set, and Backfill Direct Embed Shoo-fly Pole & the Guy Stub Pole – Provide all materials, labor, equipment, supervision, and incidentals necessary to; transport the owner-provided wood poles from the City's storage facility to the project site; excavate the direct-embed holes, set the poles, and backfill the excavations at the location and dimensions/elevations noted in the contract documents.
 14. Excavate, Set, and Backfill Distribution Riser Pole – Provide all materials, labor, equipment, supervision, and incidentals necessary to; transport the owner-provided wood pole from the City's storage facility to the project site; excavate the direct-embed hole, set the pole, and backfill the excavation at the location and dimensions/elevations noted in the contract documents.
 15. Install Guy Anchors for the Temporary Guy Stub Pole – Provide all labor, equipment, supervision, and incidentals necessary to; transport all owner-provided guying materials from the City's storage facility(ies) to the project site; install the helical guy anchors and guy wires at the locations shown in the contract documents.
 16. Remove Existing Span Guys From the Distribution Structure 54D07, and Replace with Guy Anchors – Provide all labor, equipment, supervision, and incidentals necessary to; remove the 3 existing span guys located between Structures SRH40 and 54D07. Transport existing span guy materials to an approved SVP dumping site. Transport new owner-provided guying materials from the City's storage facility(ies) to the project site, and install helical guy anchors and guy wires on Structure 54D07 at the locations shown in the contract documents.
 17. Replace the Existing Span Guy Between Structures SRH39 and UW13 with a Larger Steel Span Guy – Provide all labor, equipment, supervision, and incidentals necessary to; remove the existing span guy located between

Structure SRH39 and UW13, and transport it to an approved SVP dumping site. Transport new owner-provided guying materials from the City's storage facility(ies) to the project site, and install and tension a new steel guy wire between new Structures SRH39 and UW13.

18. Frame and Install Materials for the Shoo-fly Structure and Guy Stub Structure – Provide all labor, equipment, supervision, and incidentals necessary to; transport owner-provided attachment materials from the City's storage facility(ies) to the project site; and frame the structures with the materials as shown in the contract documents. String, sag, and clip the span guys between these two structures.
19. Frame & Set Pole and Install Materials for Structure SRH39 – Provide all labor, equipment, supervision, and incidentals necessary to; assemble the owner-provided tubular steel pole structure, transport owner-provided attachment materials from the City's storage facility(ies) to the project site; frame the structure with the materials as shown in the contract documents, and attach the structure onto the corresponding foundation.
20. Frame and Install Materials for Distribution Riser Structure – Provide all labor, equipment, supervision, and incidentals necessary to; transport the owner-provided distribution riser equipment materials from the City's storage facility(ies) to the project site; frame the structure with all required materials shown in the contract documents, and connect the overhead distribution conductors to the riser equipment.
21. Frame and Install Materials for Structure SRH38 – Provide all labor, equipment, supervision, and incidentals necessary to; assemble the owner-provided light duty steel pole structure, transport owner-provided attachment materials from the City's storage facility(ies) to the project site; and frame the structure with the materials as shown in the contract documents. Transfer all existing wires from the old structure to the new one, and re-sag and clip the wires at the tensions and/or sag values that will be provided in the contract documents.
22. Frame and Install Materials for Structure SRH40 – Provide all labor, equipment, supervision, and incidentals necessary to; assemble the owner-provided light duty steel pole structure, transport owner-provided attachment materials from the City's storage facility(ies) to the project site; and frame the structure with the materials as shown in the contract documents. Transfer all existing wires from the old structure to the new one, and re-sag and clip the wires at the tensions and/or sag values that will be provided in the contract documents.
23. Frame and Install Materials for Structure UW11 – Provide all labor, equipment, supervision, and incidentals necessary to; transport owner-provided attachment materials from the City's storage facility(ies) to the project site; and frame the structure with the materials as shown in the contract documents. Transfer all existing wires from the old structure to the new one, and re-sag and clip the wires at the tensions and/or sag values that will be provided in the contract documents.
24. Frame and Install Materials for Structure UW13 – Provide all labor, equipment, supervision, and incidentals necessary to; transport owner-provided attachment materials from the City's storage facility(ies) to the project site; and frame the structure with the materials as shown in the contract documents. Transfer all existing wires from the old structure to the new one, and re-sag and clip the wires at the tensions and/or sag values that will be provided in the contract documents.

25. Re-Frame Structure SRH41 and Add Conductor Weights at the Transmission Level – Provide all labor, equipment, supervision, and incidentals necessary to; transport owner-provided attachment materials from the City’s storage facility(ies) to the project site; remove the tangent distribution crossarm materials and transport them to an approved SVP dumping site; install the new deadend crossarm and attachment materials as shown in the contract documents, and re-sag & re-attach the distribution conductors. This item also includes installing weights on the transmission conductors as detailed in the contract documents.
26. Transfer and Sag Existing Wires from Existing Structure SRH39 to Shoo-fly Structure – Provide all labor, equipment, supervision, and incidentals necessary to; transfer the ADSS cable with 3/8” EHS messenger, the six 60 kV 954 AAC conductors between New Structure SRH38 and Existing Structure SRH39, and the three 12 kV 397.5 AAC conductors between New Structure SRH38 and Existing Structure SRH39 to the temporary Shoo-fly Structure, as shown on the Plan & Profile Drawings. Re-sag & clip the wires at the tensions and/or sag values that will be provided in the contract documents. This item includes any conductor splicing that will be needed to make the wire transfer.
27. String, Sag, and Terminate New Conductors Between New Structure SRH38, the Shoo-fly Structure, and New Structure SRH40 – The work under this item shall consist of furnishing all labor, equipment, supervision, and incidentals to install owner-provided AAC conductor and all other materials required for the installation of the conductor. The new conductor consists of three 12 kV 397.5 AAC conductors between New Structure SRH38, the Shoo-fly Structure, and New Structure SRH40 as shown on the Plan & Profile Drawings. The new conductor also consists of three additional 12 kV 397.5 AAC conductors and six 60 kV 954 AAC conductors located in the span over the railroad as shown on the Plan & Profile Drawings. This work shall consist of but is not limited to transporting the conductor from the City’s storage facility to the project site, setting up the pulling sites, setting up the stringing equipment on the structures, pulling the line through, sagging, and clipping in. The Contractor shall be responsible for providing a press, dies and any other miscellaneous material required for this operation.
28. Transfer and Sag Wires from Shoo-fly Structure to New Structure SRH39– Provide all labor, equipment, supervision, and incidentals necessary to; transfer all wires from the Shoo-fly Structure to new Structure SRH39, and re-sag & clip the wires at the tensions and/or sag values that will be provided in the contract documents. This item includes any conductor splicing that may be needed to make the wire transfer.
29. Transfer and Sag Existing 60 kV Conductors on the WAL to URA Line From Existing Structure SRH39 to New Structure SRH39 – Provide all labor, equipment, supervision, and incidentals necessary to; transfer six (6) existing transmission conductors from existing Structure SRH39 to new Structure SRH39, and re-sag & clip the conductors at the tensions and/or sag values that will be provided in the contract documents. This item includes any conductor splicing that will be needed to make the conductor transfer.
30. Remove Shoo-fly Structure & Guy Stub Structure and Return All Materials to an SVP Power Storage Facility – Provide all labor, equipment, supervision, and incidentals necessary to; remove the Shoo-fly Structure & Guy Stub Structure, including the guy anchors, and transport the poles and all materials to an SVP power storage facility selected by the City.

31. Remove Existing Span Guys & Guy Anchors from Structure SRH38. Cut, Remove, and Dispose of the Top of Existing Structure SRH38 – Provide all labor, equipment, supervision, and incidentals necessary to; remove the existing span guys located between Structures SRH38 and SRH39; remove the guy anchors from Structure SRH38; cut the top off of Structure SRH38 as detailed in the contract documents; and transport the pole and all removed materials to an approved SVP dumping site. This item also includes raising the existing ADSS cable from its current location to a higher location on existing Structure SRH38, as detailed in the contracted documents.
 32. Remove and Dispose of the Existing Intermediate Communication Pole – Provide all labor, equipment, supervision, and incidentals necessary to; remove the existing wood communication pole located between Structures SRH39 and SRH40, and transport the pole and attached materials to an approved SVP dumping site.
 33. Remove and Dispose of Existing Structures SRH39, SRH40, UW11, and UW13 – Provide all labor, equipment, supervision, and incidentals necessary to; remove Structures SRH39, SRH40, UW11, and UW13; and transport the poles and attached materials to an approved SVP dumping site.
 34. Reroute Underground Distribution Conduit to New Pole Location for Structures UW13 and SRH40 – Provide all materials, labor, equipment, and supervision necessary to; reroute the existing underground distribution conduit from existing Structures UW13 and SRH40 to their respective new pole locations as detailed in the contract documents.
 35. Provide Concrete Material Testing Services for All Drilled Pier Foundations – Contractor shall employ an independent subcontractor who is certified in concrete material testing to perform the concrete testing for drilled pier foundation SRH39. This item is to include all costs to cover labor, equipment, supervision, and incidentals necessary to; perform the concrete compression and slump tests; and measure the concrete temperature. All testing shall be done according to the requirements in the contract documents, and according to ACI and ASTM standard specifications.
 36. Provide all Land Surveying Services – Contractor shall provide all labor, equipment, supervision, and incidentals to; perform all surveying work for the project, including but not limited to; staking of all new structure locations as provided in the contract documents, setting the top of concrete foundations at prescribed elevations, and the survey work to tension the conductors to the proper sag values.
 37. All Other Work (work not otherwise separately provided for in the above noted items if cumulatively worth in excess of \$5,000) – Contractor to identify, list and establish value of all work necessary for the complete installation of the project as specified and illustrated within the contract documents and drawings. If all expense is captured in items 1 – 36, this line item is to have a \$0.00 value.
- C. Descriptions of Unit Price Items and Basis of Measurement for Payment: In the event there is a need to adjust the scope of selected features of the project, by adding or deleting quantities, Unit Price Items will be used to adjust the contract price. Unit Price items shall include general conditions, general requirements, materials, labor, and equipment necessary to complete each Unit Price Item as shown and specified:
1. 3-Man Crew, 10 Hours of Miscellaneous Work – This contract unit price is for ten (10) hours of work for a three (3) man crew, and shall include compensation

for furnishing all labor, materials, tools, equipment, vehicle(s), one bucket truck, incidentals, and personnel to perform work during the work efforts as may be required.

2. 5-Man Crew, 10 Hours of Miscellaneous Work – This contract unit price is for ten (10) hours of work for a five (5) man crew and shall include compensation for furnishing all labor, materials, tools, equipment, vehicle(s), one bucket truck, incidentals, and personnel to perform work during the work efforts as may be required.
3. Switching Assist, 3-Man Crew For 3 Hours – This contract unit price paid per occurrence shall include compensation for furnishing all labor, materials, tools, equipment, vehicle(s), one bucket truck, incidentals, and personnel to assist the City’s electrical utility, Silicon Valley Power, in the switching operations that may be necessary during construction. This price shall be for three (3) hours of work at a time performed by a three (3) man crew.

1.02 BID ITEMS, ALLOWANCES, AND ALTERNATES

- 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. Descriptions of Lump Sum Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all submittal preparation, general conditions, general requirements, materials, labor, and equipment necessary to complete each Bid Item as shown and specified:
- E. Unit Price Items: (NONE):
- F. Contingency Reserve: (NONE)
- G. Allowances: (NONE)
- H. Alternates: (NONE)

1.03 WORK UNDER OTHER CONTRACTS (NONE)

1.04 FUTURE WORK (NONE)

1.05 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate construction schedule and operations with City.
- B. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included in the appropriate bid items.

1.06 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Thursday, 12:00 a.m.-4:00 a.m. local time and Friday-Saturday, 10:00 p.m.-8:00 a.m., unless otherwise required by permits issued by governing jurisdictions.
- B. Work at the Site on holidays is not permitted unless Contractor requests otherwise from City in writing at least 48 hours in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours or hours specified in 1.06.A, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment. City noise ordinance may prevent certain activities from occurring during specified times.
- 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 electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections.
- D. Contractor shall protect facilities against deleterious substances and damage.

1.07 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.
- B. Employ a full time coordinator for this contract to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction. Coordinator also responsible for overtime and clearance requests.
- C. Existing utilities and facilities must be kept in continuous operation throughout the construction period except for shutdown times previously agreed upon by City. Scheduling of shutdown times shall be coordinated with City by Contractor in strict accordance with Paragraph 1.7, Work Days and Hours. Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

1.08 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, vandalism, or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide City 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 and store 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. Asbestos Removal.
 - 1. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with

current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

2. **Asbestos Removal Subcontractor's Qualifications.** The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
 3. **Asbestos Removal Methods.** The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- G. 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.

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow City 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 City 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 City occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling 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 City 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. City shall pay for utility cost arising out of occupancy by City during construction.
- E. Use and occupancy by City 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 City.
- F. Prior to date of Final Acceptance of the Work by City, 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 City of Work or part thereof as contemplated by this Section 01100 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 City of any of the conditions thereof.
- H. City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.06 of this Section 01100, if any, prior to substantial completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

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 City or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the City, 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. City 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 provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City 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 City may be done with minimum inconvenience to City and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to City.
- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

- C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.13 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.14 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.
 - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
 - 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
 - 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.15 PARKING

- A. 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, City's operations, or construction activities.

1.16 LAYDOWN/STAGING AREA

- A. Offsite areas for laydown/staging have not been secured by the City. It is the Contractor's responsibility to secure laydown/staging areas. The City may facilitate conversations between the Contractor and adjacent property owners for laydown/staging areas.

1.17 PERMITS

- A. Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:
- B. Cal/OSHA Permit. The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
 - 1. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - 2. Construction or demolition of any building, structure, or scaffolding for false work more than three stories high, or the equivalent height (36 feet).
 - 3. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
- C. Contractor shall be responsible for filing a site specific work plan with Caltrain and acquiring Caltrain encroachment permits.
- D. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

1.18 PUNCH LIST VERIFICATION

- A. 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 City for these visits.

1.19 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), City may incur actual damages resulting from loss of use of any permit described in this Section 01100, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities.
- B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in paragraph 15.5 of Document 00700 is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such

damages, City shall have the right to recover the balance from Contractor or its sureties.

1.20 UNFAVORABLE CONSTRUCTION CONDITIONS

- A. 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.

1.21 WORK AT THE CALTRAIN POLE REPLACEMENT PROJECT SITES

- A. The project includes modifications of or additions to existing and operational facilities. It is imperative that existing facilities continue to operate, in compliance with permit requirements and service obligations, throughout the duration of contract work. The Contractor shall carry out construction activities in a manner that does not disrupt SVP Utility operations.
- B. Contractor shall schedule all construction activities that affect the operation of the facilities with City. The Contractor shall provide all labor, equipment, and materials required to maintain the permitted operation on a temporary basis whenever usual SVP Utility activities must be interrupted by work on this project. Any temporary operating arrangement shall comply with the project permit requirements. Any violation of these requirements may result in fines or other costs to the City. The Contractor shall be responsible for any and all costs, including attorneys' fees, incurred as a result of any violation or threatened violation of 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.
- C. Contractor is referred to paragraph 1.20 of this Section 01100 for information about actual damages.

1.22 CONSTRUCTION SITE ACCESS

- A. Contractor shall at all time limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 5:00 p.m. local time or as otherwise specified in section 1.06.A. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address.

1.23 SPECIFICATION DATA SHEETS AND SCHEDULES

- A. Specifications may have data sheets and schedules as part of specific specification sections. Locations for data entries on the data sheets and schedules may be left blank intentionally. Each line where data may be entered on the data sheet has a selection box in the column "Chk". When the box for a line is checked and no data is entered in the respective line, this indicates that no data is required for that line of the data sheet.
- B. Other standard codes which apply to the Work are designated in the Specifications.

1.24 SITE ADMINISTRATION

- A. 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 City 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 City's employees) to observe the same regulations as Contractor requires of its employees.

PART 2 PRODUCTS**2.01 PRODUCTS ORDERED IN ADVANCE (N/A)****2.02 CITY-FURNISHED PRODUCTS**

- A. City's Responsibilities:
1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 2. Arrange and pay for delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
1. Review City-reviewed Shop Drawings, Product Data, and Samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with City.
 3. Handle, store, install, and finish products.
 4. Repair or replace items damaged after receipt.
 5. Install into Project per Contract Documents.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION