

LAS VIRGENES MUNICIPAL WATER DISTRICT

Tapia Influent Pipeline
and Valve Replacement Project

ADDENDUM NO. 2

November 8, 2011

The following clarifications, revisions, replacements, additions, and/or deletions shall be made a part of the above-referenced contract documents.

Specifications

Add Specification Section 00810, Supplement to General Provisions, to the contract documents as follows:

“SECTION 00810 SUPPLEMENT TO GENERAL PROVISIONS (CA052196C)

Definitions

Whenever the following terms occur in the contract documents, their meaning is as follows:

OWNER Las Virgenes Municipal Water District (LVMWD)
4232 Las Virgenes Road
Calabasas, CA 91302

GOVERNING BODY Owner’s Board of Directors

ENGINEER Las Virgenes Municipal Water District (LVMWD)
4232 Las Virgenes Road
Calabasas, CA 91302

Terms

Command type sentences used in the contract documents refer to and are directed to the Contractor.

Existing Conditions and Examination of Contract Documents

The Contractor represents that he has carefully examined the contract documents and the site where the work is to be performed and that he has familiarized himself with all local conditions and federal, state

and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The bidder further represents that he has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite, that he has performed such additional surveys and investigations as he deems necessary to complete the work at his bid price, and that he has correlated the results of all such data with the requirements of the contract documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Engineer/Architect to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the contract documents, the Owner, the Engineer/Architect, and their consultants shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer/Architect.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the Owner, the Engineer/Architect, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer/Architect or his consultants in the use thereof by the Engineer/Architect, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions, densities, or other characteristics different from, those indicated may not be encountered.

Information described in this article is not to be construed in any way as a waiver of the provisions of the first paragraph in this article and a bidder or Contractor is cautioned to make such independent investigations and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work.

No information derived from such inspection of records of investigations or compilation thereof made by the Owner, the Engineer/Architect, or their consultants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation.

Utilities

The Engineer has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, he shall immediately notify in writing the Owner's Representative and the owner of the utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline utility facilities which are not indicated in the plans and specifications with reasonable accuracy.

In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the work, the work on such utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the plans and specifications with reasonable accuracy, the Owner will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for equipment on the site necessarily idled during such work. These costs, the work to be done by the Contractor in locating, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions of the article on CHANGES IN THE WORK and the article on PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the article on CHANGES IN THE WORK.

When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunkline utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

Safety

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Indemnity

In addition to the requirements of the General Provisions, Section 21, the Contractor shall indemnify and hold harmless the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all cost, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor's Insurance

General: The Contractor shall not commence or continue to perform any work unless he, at his own expense, has in full force and effect all required insurance. The Contractor shall not permit any subcontractor to perform work on this project unless the Worker's Compensation Insurance requirements have been complied with by such subcontractor.

The types of insurance the Contractor shall obtain and maintain are Worker's Compensation Insurance and Employer's Liability Insurance, Liability Insurance, Builders' Risk "All Risk" Insurance and, if so determined by the Owner at the time of award of the contract, Earthquake and Tidal Wave Insurance, all as set forth herein.

Worker's Compensation Insurance and Employer's Liability Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Worker's Compensation Insurance And Employer's Liability Insurance: The Contractor shall provide employer's liability insurance in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease. Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance certifying that he has obtained full Worker's Compensation Insurance coverage. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as part of the

contract documents. This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance laws.

Liability Insurance: Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that he has Liability Insurance coverage.

Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the article entitled INDEMNITY except those matters set forth in the third paragraph thereof.

The Liability Insurance coverage shall include each of the following types of insurance:

General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Automobile Liability: One million (\$1,000,000) per occurrence for bodily injury and property damage each accident limit.

The Liability Insurance shall include as additional insureds: the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, agents, and employees. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this article on LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

Builders' Risk "All Risk" Insurance: Upon execution of the Agreement certificate(s) of insurance showing that he has obtained for the period of the contract Builders' Risk "All Risk" completed value insurance coverage (including flood but excluding earthquake and tidal wave) upon the entire project which is the subject of the contract and including completed work and work in progress. The Contractor shall provide Builder's Risk Insurance (or Installation Floater) at 100% of the contract price. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the contract documents. Such insurance shall include as additional insureds: the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents.

Contractor's Liability Not Limited By Insurance: Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

Contractor's Insurance – Additional Insureds

The Liability Insurance required under Section 21 shall also include as additional insureds: the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, agents, and employees. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the

insurance provided under this article on LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

Salvage of Materials

Existing materials and equipment removed, and not reused as a part of the work, shall be offered to the OWNER. If the OWNER chooses not to take the materials and equipment, then the Contractor shall be responsible for the proper disposal of the items.

J. Temporary Facilities

Water- The Contractor shall provide an adequate supply of water of a quality suitable for all domestic and construction purposes. Water used for domestic purposes shall be free of contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom. The Contractor shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning affected water system.

Sanitary Facilities- Fixed or portable chemical toilets shall be provided wherever needed for the use of the Contractor's employees. Toilets at the construction site shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

K. Project Schedule

The anticipated project schedule is as follows:

Bid Opening: November 16, 2011

The District is awarding the project so that sufficient time exists for procurement of materials to perform the work. The Tapia Water Reclamation Facility is an active wastewater treatment plant and cannot be taken off line during the winter months of September to April. This project affects the influent force main piping that transports the wastewater to the treatment processes. Only one pipeline can be taken off line at a time. Absolutely no work associated with this project other than setup and mobilization can take place prior to April 15, 2012. Submit a schedule of work to the District for approval that details how Tapia WRF influent force mains will be kept in service while the work is being performed on the pipeline being replaced.

L. Bid Schedule

This project contains one Bid Schedule. The Bid Schedule is for replacing all of the identified piping on the drawings with new pipe and fittings of equal diameter and length.

M. Project Coordination

While this project is separate from the gallery pipeline rehabilitation/replacement project, coordination between the two Contractors is mandatory as only one influent pipeline can be taken off line at a time.

END OF SECTION”