



July 15, 2020

ADDENDUM NO. 1 TO SPECIFICATION NO. 1388W
Eucalyptus Booster Pump Station

This addendum to the specifications is for the purpose of adding, clarifying, or deleting certain information to the construction drawings and project specifications as follows:

NOTICE INVITING BID

ADD the following to NIB-1:

NIB-1. Receipt of Bids. Electronic proposals (bids) for this project to be emailed to eichpera@emwd.org no later than **5:00 p.m., WEDNESDAY, JULY 29, 2020** Original Bid Bond and attachments to be mailed to the District within the same week. **You are NOT to drop them off at the District.**

Due to COVID-19 the District is closed to public access; therefore, bids will not be publicly opened. The Preliminary Bid Summary will be posted on the website www.emwd.org once all bids received have been opened.

Fed Ex Bid Bond to: EMWD, 2270 Trumble Road, Perris, CA, 92570
Mail Bid Bond to: EMWD, P O Box 8300, Perris, CA 92572-8300

All bids submitted will become the property of EMWD and subject to disclosure under the Public Records Act. All bids will be posted on the website www.emwd.org approximately 10 days from bid opening.

BIDDING SHEETS

ADD the following bid item:

Item	Qty	Unit	Description	Unit Price	Total
7	1	LS	Furnish and install all necessary materials and equipment for complete demolition, modifications, and construction in accordance with the supplemental exhibit included in Appendix W, including but not limited to demolition of block wall, import of additional fill, grading, construction of additional fencing, and related work. _____ _____ (words)	\$ <u>Lump Sum</u> \$	

REVISE the following bid item:

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
87	1	LS	ADDITION OR DEDUCTION	Circle one (If applicable):	
			_____	Addition (+)	
			_____	Deduction (-) \$ _____	
			(words)		

THE BIDDING SHEETS HAVE BEEN UPDATED AND ARE INCLUDED IN THE REVISED PROPOSAL PACKAGED MADE A PART OF THIS ADDENDUM. FAILURE TO SUBMIT THE REVISED PROPOSAL PACKAGE "MAY" DEEM YOUR BID NON-RESPONSIVE

SECTION H

REPLACE in its entirety, attached hereto.

SPECIAL CONDITIONS

REVISE SC-13 as follows:

SC-13. Or Equal Substitutions. Products of manufacturers listed as equals to those specified must be submitted for review and approval by the District not later than the tenth (10th) day preceding the date for receipt of bids.

Specified Equipment with No Equal Substitution. For the purposes of standardization within the District, the following table of specification sections lists approved manufacturers and no equals. Manufacturers not named in these listed specifications will not be considered or approved. See Technical Specification Section for additional details.

<u>Section</u>	<u>Application</u>	<u>Manufacturer</u>
08711	Door Key System	Schlage
08711	Door Locks*	Schlage
08711	Exit Devices	Von Duprin
08711	Door Closers	LCN
11910 11562	Generator	Cummins, Caterpillar, or Generac
11910 11562	Diesel Particulate Filter	Types Johnson Matthey or Miratech
11936	Vertical Turbine Pumps	Peerless, Goulds, Floway, or Fairbanks-Nijhuis

16040	Arc Flash Software	SKM Software
16950	Power Supply	Phoenix Contact
17005	Pressure Switches	Allen Bradley
17005	Pressure Transmitter	Foxboro
17210	Magnetic Flowmeter	ABB, Siemens, or Endress Hauser
SC-27	Antenna Mast	Universal Tower
SC-49	Recorder – Minitrend	Honeywell
SC-53	Card Reader	GE Security
SC-53	Proximity Switch	Allen Bradley

*Contractor shall coordinate with the door manufacturer to assure that the pre-drilled openings in the door and door thickness are compatible with the door hardware and locks to be installed by the Contractor. See Section 08111 for additional requirements.

REVISE SC-61 as follows:

SC-61. Encroachment Permit. The Contractor shall obtain an encroachment permit from the City of Moreno Valley. ~~A copy of the blank application form and the general provisions applicable to all encroachment permits is provided in 00066 Section H.~~ The Contractor shall prepare and submit all required information to the City of Moreno Valley and shall perform all coordination necessary to obtain the permit. Items to be provided by the Contractor include but are not limited to license and insurance requirements and applicable certificates covering the City, traffic control plans, requests for permit extensions if required, required notifications, trench and pavement repair, re-striping all lane lines and other markings.

The District has ~~applied for~~ **obtained** a conditional encroachment permit from the City of Moreno Valley (~~project #LCO19-0266~~), **which is included in 00066 Section H.** This does not relieve the Contractor from the responsibility of obtaining a separate encroachment permit.

It is anticipated that District will be billed for the permit fee and associated inspection fees directly. If the City requires a deposit or fee payment made at any time during the course of the construction process, the Contractor shall coordinate obtaining a check from District for said deposit or fees. All costs (excluding permit and City inspection fees) for obtaining and complying with all provisions of the permit shall be included in the original bid and no additional compensation will be allowed.

REVISE SC-74 as follows:

SC-74. Color Schedule. All items located on, within and around the booster station shall conform to the color schedule shown in the Contract Drawings. The Contractor shall prepare and submit a **complete** color board for all exterior materials, based on the color schedule, within 60 calendar days of notice to proceed for review and approval by the District. In the event a color listed on the schedule is not currently available, the Contractor shall work with District personnel to provide a product that closely matches the specified color. **In the event a color is not scheduled for an exterior material, the Contractor shall propose a color in the color board submittal.** Where a color or finish is specified to match the residential development adjacent to the booster station, the Contractor shall field-verify said match prior to submitting samples for approval. All colors ~~require approval from~~ **shall be submitted to and approved by** the District prior to application, unless otherwise specified.

ADD SC-75 as follows:

SC-75. Potential COVID-19 Exposure. There is no higher priority than the safety and well-being of our employees, our Contractors/Suppliers, and customers. Throughout the pandemic and beyond, the District will continue to assess our safety protocols and take actions to maintain our operations and provide safe and reliable water, wastewater and recycle water service.

The District has implemented a new reporting mechanism specifically for Contactors/Suppliers to inform EMWD of potential COVID-19 exposures of their employees. Please forward an e-mail to riskmanagement@emwd.org to report potential exposure. Please abstain from notifying multiple District contacts as this results in duplicated efforts.

An e-mail should be forwarded each time any of your employees have been informed by a medical provider that they are suspected of having COVID-19 and they are asked to isolate from others or anytime an employee has tested positive for COVID-19. Along with this information the following should be provided:

- What District sites has the employee visited?
- When was the last date and time that they were on-site?
- Specifically, what District employees were they in contact with?
- Did they practice social distancing at all times while on-site?
- Were they wearing a face covering while on-site?

The information provided will then be used to determine which EMWD personnel need to be notified of the potential exposure, to request that they self-monitor for symptoms and/or seek medical attention, and to determine what areas may require disinfection and sanitization.

If you use subcontractors/suppliers, please forward this communication on to them as well. As always, please continue to inform your Construction Administrator and Inspector of any questions regarding this protocol.

ADD SC-76 as follows:

SC-76. Topographic Survey Files. Updated topographic survey files for the two project sites (Elder Booster Station and Eucalyptus Booster Station) are provided in **Appendix U** and **Appendix V** respectively; these files reflect the current existing condition of both sites. This information is provided for reference only.

ADD SC-77 as follows:

SC-77. Restoration of Elder Booster Station Property. Contractor shall complete all demolition and construction of improvements shown in the supplemental exhibit provided in **Appendix W**. This work may not commence until rights of entry are secured by the District.

SUPPLEMENTAL SPECIAL CONDITIONS

REVISE SSC-8 as follows:

SSC-8. Specification Section 11936 Vertical Turbine Pumps.

Paragraph 1.01

Revise the last sentence of Paragraph 1.01 to read as follows:

The pumps shall be manufactured by Peerless, Goulds, Floway, or Fairbanks-Nijhuis (no equals).

Paragraph 2.02B

Revise 2.02B to read as follows:

Suction cans shall be equipped with an adequately sized steel base plate, welded to top of can, designed for attachment of the pump discharge head. Suction can shall be lined per specification section 11936A paragraph 2.04. Suction inlet pipe shall be cement mortar lined by centrifugal application, in accordance with accepted manufacturing standards. Suction can coating shall be one (1) shop applied coat of damp-proof red primer (SO), refer to "Protective Coating for Water pump Plants," System P1, Section 09871.

Paragraph 2.03

Add the following:

C. Provide coupling guard for rotating shaft on pump.

ADD the following SSC in its entirety:

SSC-19. Specification Section 02052 Hazardous Materials

ADD the following portions of Section 09878, which are referenced in Section 02052:

1.11 SAFETY AND HEALTH REQUIREMENTS

B. General: Contractor assumes the responsibility to accomplish all work in a safe and prudent manner, and to conform to all applicable safety requirements, regulations and guidelines of federal, state and local regulatory agencies, as well as applicable manufacturer's printed instructions and appropriate technical bulletins and manuals.

Without in any way limiting that responsibility or assuming responsibility for safety, District is particularly concerned that the following are strictly observed:

a. When interior coatings have been determined to contain lead or other hazardous materials at any concentration, Contractor's responsibility for meeting all regulations relating to toxic and hazardous materials includes, but is not limited to, obtaining all permits and EPA numbers, having a Certified Industrial Hygienist onsite the first day of blasting to sample the air, processing paperwork, blood testing of personnel at start and finish of project, sampling and testing of wastes, paying fees, handling and packaging of wastes at site, and delivering materials to the selected Class I dumpsite using licensed hazardous materials transporters. All regulations relating to working with heavy metals or confined spaces shall be strictly enforced.

1.12 COMPLIANCE WITH ENVIRONMENTAL REGULATORY REQUIREMENTS

A. Contractor shall comply with all current federal, state, and local environmental laws and regulations, including, but not limited to the laws and regulations of the U.S. Environmental Protection Agency (USEPA), the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD).

3.03 TREATMENT OF HAZARDOUS MATERIALS (WHEN PRESENT AT ANY CONCENTRATION)

A. All regulations related to safety, worker protection and handling of such materials shall be strictly followed. When interior surfaces have been determined, by laboratory analyses, to contain varying levels of lead and other heavy metals, submittal of a written plan of action for the project shall be accomplished by Contractor prior to start of project.

B. When heavy metals are present, Contractor shall comply with requirements of the Codes and Regulations listed in Section 3.03.F. below for handling and disposing of hazardous wastes resulting from surface contamination and removed coating particles. Submittal of a written plan of action for the project shall be accomplished by Contractor prior to start of project.

C. When heavy metals are present, District will remove four representative samples of soil from jobsite prior to start of work. Samples will be tested under requirements listed below for determination of lead and other heavy metals to ensure soil does not contain excessive levels of lead and other heavy metals. If soils contain excessive levels of lead or other heavy metals, site remediation will be the responsibility of the District. Copies of laboratory analyses reports shall be forwarded to Contractor immediately upon receipt from laboratory, prior to start of any work. Any required remediation schedule will be determined by the District.

D. When interior coatings have been determined to contain lead, all work must be accomplished in compliance with 29 CFR Part 1926, Lead Exposure in Construction, and Title 8, Section 1532.1. In addition, when lead is present at any concentration, Contractor shall perform the following:

1. On first day of any heavy metals-based coating removal, work environment must be tested by a Certified Industrial Hygienist (CIH) to determine levels of protection required to protect workers and the environment from lead and other heavy metal contamination. All costs related to testing by the CIH shall be borne by the Contractor.

2. Testing will include air sampling and testing of filters removed from the workers' respirators or personal air monitors to determine the level of lead exposure. Upon completion of testing, the CIH shall file a written report on the results of the testing. Level of exposure will then determine the type respiratory protection, clothing, housekeeping, hygiene facilities, medical surveillance, medical removal protection, employee information and training, signs, record keeping, and observation of monitoring required for the project.

No work shall re-commence until the report from the CIH is filed and worker and environmental protection required is in place. Costs for the time delay shall be included in the Contractor's original bid.

E. When interior surfaces of tank contain hazardous materials, dust emissions, abrasive deflection, and removed coating particles shall be confined to interior of containment structure where abrasive blasting is being accomplished.

F. All lead coating removal work shall be governed by, but not necessarily limited to, the following:

1. Health and Safety Code, Division 20, Chapters 5 and 6 (California Hazardous Waste Control Act)
2. Title 22 California Administrative Code (Minimum Standard for Management of Hazardous and Extremely Hazardous Materials)
3. Title 8, California Administrative Code
4. Code of Federal Regulations (29 CFR 1910 and 1926, applicable sections)

G. When existing coatings have been determined by laboratory analysis to be toxic or hazardous, coating and coating/abrasive residue mixture shall be tested to assure conformance with hazardous material tolerances have been met. It shall be the responsibility of the Contractor to provide adequate containers on the jobsite to retain spent media and removed coating until tests have been completed or approval for disposal from a landfill has been obtained. Disposal of hazardous or toxic waste at other than government regulated landfills will not be permitted. Documentation of all hazardous or toxic waste disposal will be required.

H. When heavy metals are present, then upon completion and acceptance of all recoating operations, site soil will be retested by District, in same locations tested prior to start of work, for presence of lead or other heavy metals. Testing will be accomplished by the same laboratory as the original testing. If soils contain excessive levels of lead or other heavy metals above those levels determined by testing at start of work, Contractor shall be responsible for removal and disposal of contaminated soil and returning the site to its original condition. Copies of laboratory analyses reports shall be forwarded to Contractor immediately upon receipt from laboratory, prior to start of any work. Any required remediation schedule will be determined by the District. Handling, storing, transporting and disposal of any hazardous wastes shall be in complete compliance with all regulatory requirements.

SECTION P – CONTRACT DRAWINGS

REPLACE the following Contract drawings, attached hereto:

Drawing D-58399 (T1)
Drawing D-58400 (G1)
Drawing D-58403 (D2)
Drawing D-58404 (C1)
Drawing D-58405 (C2)

Drawing D-58407 (C4)
Drawing D-58408 (C5)
Drawing D-58409 (C6)
Drawing D-58411 (C8)
Drawing D-58412 (C9)
Drawing D-58416 (M1)
Drawing D-58424 (H1)
Drawing D-58434 (S8)
Drawing D-58435 (S9)
Drawing D-58439 (A1)
Drawing D-58441 (A3)
Drawing D-58443 (A5)
Drawing D-58444 (A6)
Drawing D-58449 (A11)
Drawing D-58450 (A12)
Drawing D-58451 (A13)
Drawing D-58452 (A14)

ADD the following Contract drawings, attached hereto:

Drawing D-58408A (C5A)

DETAILED PROVISIONS

REPLACE Section 01026 in its entirety, attached hereto.

REPLACE Section 02052 in its entirety, attached hereto.

DELETE Section 07311 in its entirety.

ADD Section 07321 in its entirety, attached hereto.

REPLACE Section 11562 in its entirety, attached hereto.

APPENDICES

ADD the following appendices in their entirety, attached hereto.

Appendix T Photos of Existing Elder Booster Station (for reference only)
Appendix U Topographic Survey of Existing Site, Elder Booster Station
Appendix V Topographic Survey of Existing Site, Eucalyptus Booster Station
Appendix W Supplemental Improvements for Elder Booster Station Site

NON-MANDATORY PRE-BID WALK THROUGH

A non-mandatory pre-bid walk-through meeting was conducted on June 24, 2020 at 9:00am.

NOTE: Refer to EMWDs website to obtain the Pre-Bid Walk-Through Sign-In Sheet.

QUESTIONS & ANSWERS

Cora Constructors Inc.

- Q1. On Sovite way there is an entrance to the project, but if you look at L-1, the layout of the entrance is different, which plan takes precedent?
If C-1 does, which it does in my opinion, the landscape on L-1 will have to be curtailed back to accommodate the offsite improvements.
And I am not sure why L-1 doesn't show the transformer area and L-2 shows the transformer.
- A1. Sheets L-1 and D-2 are demolition plans, as noted in the sheet titles, and therefore reflect the existing configuration of the site; whereas Sheets L-2 and C-1 reflect proposed improvements. Thus, the differences in entrance configuration, etc.

Kiewit Infrastructure West Co.

- Q1. On the Hazardous Materials Specification page 02052-3, Specification Section 09892 is referenced. There is no Specification Section 09892 provided in the contract documents. Please confirm whether or not Spec Section 09892 is needed.
- A1. Section 02052 revised to reference Specification Section 09878. SSC-19 added to incorporate the relevant requirements of Section 09878.
- Q2. Very little information is provided on the gaskets and the possibility of them containing asbestos. Does the district expect the gaskets to contain asbestos at the Elder Booster Pump Station?
- A2. As noted in Appendix Q, the gaskets are presumed to be asbestos-containing material.
- Q3. Per Specification Sections 11936 2.02.B modified by SSC-8, 11936A 1.1B and 2.1, and SC-70, lining on suction can varies, calling for fusion bonded epoxy or cement mortar lining. Please clarify the appropriate lining.
- A3. Suction can shall be lined with holiday free fusion bonded epoxy Scotchkote 134 or approved equal per Specification Section 11936A Paragraph 2.1.

- Q4. SSC-8 refers to 11936A paragraph 2.04. This paragraph is not found, please clarify.
- A4. Refer to Specification Section 11936A Paragraph 2.1.
- Q5. Per Specification Section 11936 2.02.B modified by SSC-8 and SC-70, coating on suction can shall be fusion bonded epoxy or alkyd rust-inhibitive primer (P1). Please clarify the appropriate coating.
- A5. Suction can shall be coated with alkyd rust-inhibitive primer (P1) per SSC-8.
- Q6. Per Specification Section 11936 2.01.I, 11936A 2.1, and SC-70, lining on pump column shall be fusion bonded epoxy or high build epoxy. Please clarify the appropriate lining.
- A6. Pump column shall be lined with holiday free fusion bonded epoxy Scotchkote 134 or approved equal per Specification Section 11936A Paragraph 2.1.
- Q7. Per Specification Section 11936 2.01.A, 11936A 2.1, and SC-70, lining on pump bowl assembly shall be fusion bonded epoxy or vitreous porcelain enamel. Please clarify the appropriate lining.
- A7. Pump bowl shall be lined with holiday free fusion bonded epoxy Scotchkote 134 or approved equal per Specification Section 11936A Paragraph 2.1.
- Q8. Per Specification Section 11936 1.01, The approved Pump Manufacturers are Peerless, Goulds, and Floway. However in Section SC Special Provisions SC-70, the Manufacturer is Fairbanks, Please Clarify the Approved List of Pump Manufacturers.
- A8. SC-13 and SSC-8 revised herein to include Fairbanks.
- Q9. Per Special Conditions SC-13, The listed section numbers for the Generator and Diesel Particulate filter is 11910. Please clarify to reflect the correct specification section given (11562).
- A9. SC-13 updated to reflect Specification Section 11562.
- Q10. Per Specification Section 11562 2.08.B, The approved Diesel Particulate Filter Manufacturers are Johnson Matthey or Miratech. However in Section SC Special Provisions SC-13, the Manufacturer is Rypos. Please Clarify the Approved List of Diesel Particulate Filter Manufacturers
- A10. Johnson Matthey or Miratech are the acceptable manufacturers, no equal. SC-13 revised herein.

- Q11. Appendix I Part 1.02.I states that the Contractor shall schedule shutdowns to avoid summer high peak demands, please clarify the time frame/schedule for High Peak Summer.
- A11. The summer high peak demand period varies but generally spans from June 1 to October 31. Interruptions of existing District facility operations shall be scheduled and coordinated with the District per SC-22 and Appendix I.
- Q12. Per Appendix I Part 1.05.J, Shutdowns requiring more than 6 hours will require bypass highline systems. Please clarify when does the 6 hour shutdown exactly start (e.g. Before or after District closes all required valves?) Is the time for dewatering the pipe included in the shutdown time? Does the Mortar Lining and Curing at the butt strap field joints need to be completed within the shutdown time? Is the time for disinfecting the newly installed pipe included in the shutdown time?
- A12. Shutdown time starts when impacted District facilities are taken out of service and ends when impacted District facilities are placed back into service, whether via valve closures or other means. Dewatering, joint mortaring and disinfection must be completed within the shutdown time allotted.
- Q13. For the shutdown of the BPS Suction 24" connection, how long does the mortar lining at the butt strap field joints need to set and cure before opening the isolation valves and allowing the water through?
- A13. Mortar will set within the shutdown time allotted. Water curing of field-applied mortar lining at butt strap joints is not required; a time constraint is not applicable.
- Q14. Will the District provide a pre-bid walk through of the Elder Booster Pump Station, including a walk through of the inside of the facility?
- A14. A general interior walkthrough cannot be conducted due to the present COVID-19 protocols. Detailed photos of the facility, including the interior, are provided in Appendix T for reference.
- Q15. Can PVC SCH 40 be used for UG horizontal conduit bends instead of PVC coated RGS or RA?
- A15. No. Underground horizontal bends shall be PVC-RGS or PVC-RA per the conduit material schedule.

- Q16. Are conduit runs C1007 and C1401 running from the same Thermostat to the Evap. Cooler?
- A16. C1401 does not exist on plan drawings and may be omitted.
- Q17. What are the area classifications for the site? For example, class 1 div 2, corrosive, non-corrosive, wet or damp areas.
- A17. Unless specified otherwise, pump room, bathroom, and outdoors shall be considered wet areas. Generator room shall be considered dry location. Eucalyptus BPS Site is considered a non-corrosive and non-hazardous area.
- Q18. "Full Weld Double Pass" is called out in multiple details and spec sections. Please clarify what is meant by "full weld double pass."
- A18. Full Weld Double Pass generally means two passes per weld per weld joint on the full pipe circumference.
- Q19. In standard drawing B-638 Detail A: Please clarify if each weld needs to be double passed on the rod (4 passes total) or if both welds together are considered "double passed." Essentially, how many welds are needed per each rod?
- A19. Two passes are required for each weld on the full pipe circumference in accordance with standard drawing B-638.
- Q20. Drawing C2 calls out a cage enclosure (Key Note 12) twice. However, there is only one backflow preventer called out (Key Note 3). Please clarify how many cage enclosures and backflow preventers there should be.
- A20. There is only one backflow preventer and one cage enclosure located against the perimeter site wall.
- Q21. In Specification Section 11562, 2.08, please specify the size of the Exhaust Piping coming off the generator along with type of stainless steel (e.g. 316L, 304, etc.)
- A21. The exhaust pipe is approximately 8-inch diameter. Contractor shall coordinate and confirm size and material with the selected generator manufacturer. Type 304L stainless steel is acceptable.

Q22. General Note 15 on Drawing P1 calls out Specification Section 00700, but it cannot be found. Please clarify.

A22. Please refer to Specification Section 15440.

Q23. Detail 3 on Drawing P2 references Specification Section 15400, but it cannot be found. Please clarify.

A23. Please refer to Specification Section 15440.

Q24. Contract Documents, Volume I, General Conditions, F-04.B requires the Contractor to name the District and other parties utilizing General Liability Additional Insured Endorsements ISO CG 20 10 10 01 and CG 20 37 10 01 or their equivalents. The current forms of these endorsements utilized by ISO are the ISO CG 20 26 12 19 and CG 20 37 12 19 versions. Please amend to:

"B. . . then additional insured endorsement CG 20 10 ~~10/01~~ 12/19 along with CG 20 37 ~~10/01~~ 12/19 . . ."

A24. F-04.B requirements will not be amended.

Q25. Contract Documents, Volume I, General Conditions, F-04.H – L requires subcontractors to provide and maintain the same insurance as the Prime Contractor. These coverages and limits may not be commercially available or would be cost prohibitive to most subcontractors, particularly the DBE subcontractors. Please amend to:

*"The Contractor ~~and his subcontractors~~ shall take out and maintain the following policies of 'occurrence form' – type insurance with coverage acceptable to the District: **Contractor shall require subcontractors to provide insurance per Contractor's usual business practices.**"*

A25. F-04.H – L requirements will not be amended.

Q26. Contract Documents, Volume I, General Conditions, F-04.I requires the Contractor utilize ISO CG 25 03 03 97 or its equivalent. The current form of this endorsement utilized by ISO is the CG 25 03 05 09 version. Further, this endorsement only applies to the general liability general aggregate limit and there is no commercially available equivalent endorsement on the products and completed operations aggregate limit. Accordingly, please amend to:

*"THE POLICY IS TO BE ENDORSED FOR THE AGGREGATE LIMIT TO APPLY TO THIS PROJECT by utilizing endorsement form 'CG 25 03 ~~03-97~~ 05 09 (or similar), executed by the insurance carrier.
~~An aggregate limit (cap) is not allowed.~~"*

A26. F-04.I requirements will not be amended.

Q27. Contract Documents, Volume I, General Conditions, F-04.K requires the Contractor to maintain an Installation Floater coverage. To avoid duplicate coverage, please confirm the Installation Floater coverage is not required if Contractor's Builders' Risk provides superior coverage. On an installation floater the coverage needs once the materials become part of the structure/project as opposed to a Builders' Risk policy which applies until the project/job is substantially complete. Accordingly, please confirm the aforementioned and consider the below revision:

*"K. Installation Floater. The Contractor shall maintain or cause to be maintained at all times during the life of this contract, an Installation Floater in the amount of the total contract value, **if not covered by the builder's risk policy.**"*

A27. Installation Floater is not required if Builder's Risk is called out in SC-08.

Q28. Contract Documents, Volume I, General Conditions, F-04.L requires the Contractor to maintain an equipment floater to cover all tools, equipment, supplies and materials on the jobsite. Please be advised the Contractor's Builders' Risk policy will provide coverage for all supplies and materials to be incorporated into the Work. Please confirm the below is acceptable:

*"L. Contractors Equipment Floater (aka Commercial Inland Marine). The Contractor shall maintain or cause to be maintained at all times during the life of this contract, an equipment floater to cover all tools, equipment, supplies and materials on the jobsite, **if not covered by the builder's risk policy.**"*

A28. F-04.L requirements will not be amended.

Q29. Contract Documents, Volume I, General Conditions, F-04.M outlines the Builders' Risk Insurance requirements, including that the policy must insure completed Work. Builders risk insurance ends upon Substantial Completion or at the point the Work is put to its intended use by the Owner, whichever is earlier. It is not intended to insure completed Work. Further, this section states that the District shall adjust and settle all claims. The power to adjust and settle claims should be maintained by the first named insured and the party procuring the Builder's Risk insurance. Since the Contractor will be required to carry the insurance and as the Contractor will have the risk of loss, the responsibility to settle claims should be given to the Contractor. Lastly, this section outlines the applicable maximum deductible of \$1,000. This low of a deductible is not commercially available. Further, deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because

there is no financial exposure to the District, the Contractor's deductibles should be at the sole discretion of the Contractor. Accordingly, please consider the below revision:

*"M. Builders Risk, Flood and Earthquake Insurance. The Contractor and his subcontractors shall maintain or cause to be maintained at all times during the life of this contract, builders' risk "All Risk" completed value insurance, to include, at the option of the District, loss or damage caused by fire, earthquake and/or flood, ~~insuring completed work, work in progress, material, supplies and equipment of the work site~~ **to be incorporated into the Work**, in storage or in transit, in an amount equal to the full replacement cost thereof. Such insurance shall include the interests of the District, Contractor, all tiers of subcontractors, suppliers and materialmen, with deductible amounts, if any, for the sole account of and payable by Contractor. ~~Loss under such insurance shall be adjusted with and payable to the District for the interest of all parties.~~ The amount of property insurance shall be sufficient to protect against such loss or damage in full until the work, **or portion thereof, is deemed Substantially Complete** ~~accepted~~ by the District. EMWD must be named as "loss payee" on the certificate for Builder's Risk policy.*

~~*Builder's "All Risk" insurance policy, if obtained by the Contractor, shall contain a deductible not higher than \$1,000 unless otherwise approved by the District."*~~

A29. F-04.M requirements will not be amended.

Q30. Contract Documents, Volume I, General Conditions, F-14.B.1 requires the Contractor to bear the risk of loss until acceptance of the contract. Contractor's risk of loss should end upon Substantial Completion or at the point the Work is put to its intended use by the Owner, whichever is earlier. Accordingly, please consider the below revision:

*"1. Contractor's Responsibility for the Work and Materials. Until **Substantial Completion** ~~the acceptance of the contract~~, the Contractor shall have the charge and care of the work and of the materials to be used therein . . ."*

A30. F-14.B.1 requirements will not be amended.

Q31. Contract Documents, Volume I, Special Conditions, SC-08 outlines the insurance requirements, including that an aggregate limit is not acceptable. This is also contained within the Proof of Insurance Certificate Form. Please be advised the required coverages are written with aggregate limits. Please consider deleting this requirement.

A31. SC-08 and Proof of Insurance Certificate form state **An Aggregate limit (cap) is not acceptable.** Insurance Certificate sample lists the required minimum Aggregate limit.

Q32. Contract Documents, Volume I, Special Conditions, SC-08 outlines the pollution liability coverage including the required limit of \$2 million each occurrence. Please be advised this coverage is written on an “aggregate” limit basis. Please consider the below revision:

*“\$2,000,000 per each occurrence **and in the aggregate**”*

A32. SC-08 requirements will not be amended.

Q33. Contract Documents, Volume I, Special Conditions, SC-08 outlines the Builders’ Risk Insurance requirements, including that the policy must insure completed Work. Builders risk insurance ends upon Substantial Completion or at the point the Work is put to its intended use by the Owner, whichever is earlier. It is not intended to insure completed Work. Further, this section states that the District shall adjust and settle all claims. The power to adjust and settle claims should be maintained by the first named insured and the party procuring the Builder’s Risk insurance. Since the Contractor will be required to carry the insurance and as the Contractor will have the risk of loss, the responsibility to settle claims should be given to the Contractor. Lastly, this section outlines the applicable maximum deductible of \$1,000. This low of a deductible is not commercially available. Further, deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because there is no financial exposure to the City, the Contractor’s deductibles should be at the sole discretion of the Contractor. Accordingly, please consider the below revision:

*“Builders Risk, Including Flood and Earthquake Insurance. The Contractor and his subcontractors shall maintain or cause to be maintained at all times during the life of this contract, builders' risk "All Risk" completed value insurance, to include, at the option of the District, loss or damage caused by fire, EARTHQUAKE and FLOOD, ~~insuring completed work, work in progress, material, supplies and equipment of the work site~~ **to be incorporated into the Work**, in storage or in transit, in an amount equal to the full replacement cost thereof. Such insurance shall include the interests of the District, Contractor, all tiers of subcontractors, suppliers and materialmen, with deductible amounts, if any, for the sole account of and payable by Contractor. ~~Loss under such insurance shall be adjusted with and payable to the District for the interest of all parties.~~ The amount of property insurance shall be sufficient to protect against such loss or damage in full until the work, **or portion thereof, is deemed Substantially Complete** ~~accepted~~ by the District. EMWD must be named as “loss payee” on the certificate for Builder’s Risk policy.*

~~Builder’s “All Risk” insurance policy, if obtained by the Contractor, shall contain a deductible not higher than \$1,000 unless otherwise approved by the District.”~~

A33. SC-08 requirements will not be amended.

Pacific Hydrotech Corp.

Q1. SC-29 states Noise control barrier walls shall be installed as needed to achieve a noise level at the property lines that meets the requirements of the Authority Having Jurisdiction (AHJ) if we are not able to direct noise-producing equipment away from nearest areas of human occupancy.

Who is the AHJ and what is the maximum noise limit?

If noise control barrier walls are required, please define the limits/dimensions required.

A1. The City of Moreno Valley is the AHJ for noise limits. The noise limits are defined in the City of Moreno Valley Municipal Code, Title 11, Chapter 11.80. Noise control barrier walls shall be designed by the contractor; length, height, and location of noise control barrier walls shall be adequate to assure proper acoustical performance.

Schuler Constructors Inc.

Q1. Are there any city permits required other than the encroachment permit?

A1. No.

Q2. Special Conditions SC-08 calls for earthquake and flood insurance but Bid Item 2 is only showing earthquake. Please confirm if flood is required.

A2. Flood is required and is included in Preset Bid Item No. 1.

Q3. SC-06 has 60 calendar days for us to demo Elder Booster Pump Station after Eucalyptus Pump Station is complete. Can that be extended to 90 calendar days due to coordination with SCE?

A3. SC-06 will not be amended. The contractor is required to initiate early coordinate efforts with SCE per SC-63.

Q4. SC-28 is in conflict with owner furnished equipment description. It should state contractor to furnish RTU back panel and install owner-furnished RTU.

A4. The District will furnish and program the RTU, as stated in SC-26 and SC-28. Contractor shall furnish the panel; reference Drawing D-58468 (E14).

Q5. Reference SC-29. For the sake of bidding can the District provide a footage of noise barrier wall to be included in the bid?

- A5. Noise control barrier walls and equipment shall be installed as needed to achieve a noise level at the property lines that meets the requirements of the Authority Having Jurisdiction (AHJ). The length, height, and location of noise control barrier walls shall be adequate to assure proper acoustical performance.
- Q6. Reference SC-53. The table for the security system calls for the contractor to furnish and install electric lock sets on exterior doors but spec section 08711 2.3 does not call for electric lock sets. Please clarify.
- A6. Maxim will supply electric hardware kits as noted in Appendix E.
- Q7. Reference Section 11562 1.05. This project is a design, bid, build project and the contractors cannot be responsible for additional equipment required during the permitting process. It is the design engineer to determine what equipment is required during design and reflect this in the bid documents. The special conditions only state that the contractor is to assist the owner in filling out the permit for the owner to submit. Please clarify.
- A7. Contractor, in coordination with District staff, shall secure AQMD Permit to Construct and Operate in accordance with SC-67 and Section 11562.

Stanek Constructors

- Q1. Builders Risk – The All Other Peril deductible on the BR policy is \$10,000 - we do not meet the \$1,000 minimum deductible requirement and would need to know if \$10,000 would be acceptable to owner.
- A1. Builder's "All Risk" insurance policy shall contain a deductible not higher than \$1,000.
- Q2. Pg. 10 states the contractor is to provide an Installation Floater; deductible no higher than \$1,000. [If a builders risk policy is provided, there is no need for an installation floater as the builders risk will cover all parties who have interest in the project. Can this be stricken from contract?]
- A2. Installation Floater is not required if Builder's Risk is provided as called out in SC-08.
- Q3. Pollution – we have \$75,000 deductible. Would it be acceptable to owner? Pollution is shown on sample cert but it is not mentioned in the General Conditions. Are you required to provide and what are the requirements besides the \$2M limit?
- A3. Pollution Liability Insurance requirements are called out in SC-08. All required deductibles will be the sole responsibility of the Contractor.

- Q4. Deductibles cannot be greater than \$10,000 – Can this be amended? Your GL policy has a property damage deductible of \$25,000.
- A4. Deductible limits called out will not be amended.
- Q5. GL requires additional insured form “CG 2010 11/85” endorsement form or similar. If not available, then CG 2010/CG 2037 10/01 is acceptable. It doesn’t state if a similar form can be used. The carrier uses their own form. Will that be acceptable as the 11/85 form is not available?
- A5. Additional insured forms must meet same requirements called out in General Conditions Section F-04.I and be approved by the District.
- Q6. GL requires a per project aggregate form CG 2503. Carrier uses their own proprietary form. Is this acceptable?
- A6. Per project aggregate form similar to CG 2503 must meet same requirements called out in General Conditions Section F-04.I and must be submitted and approved by the District.
- Q7. 30 day Notice of reduction in coverage or limits is required. It doesn’t state who is to provide the notice. Your policy however only provides notice of cancellation so can the requirement for reduction in coverage/limits be stricken?
- A7. General Conditions F-04. requirements will not be amended.
- Q8. On drawings M2, M5 detail and S9 can you please give elevations of the pump can bottom base slab, the top elevations of all the encasements and the top elevation of the pump can.
- A8. The top elevation of the encasement for the pump can shall be as required to achieve centerline elevation for the pump discharge as shown on Drawing M2. Refer to Detail 2 on Drawing M5 for typical pump base detail. The elevation of the pump can base slab shall be per the requirements of the pump manufacturer selected by the Contractor, as noted in Detail 1 on Sheet M5. Contractor shall coordinate all equipment dimensions per General Conditions F-29.





Eastern Municipal Water District



Paul D. Jones II, P.E.

General Manager

PER

PE: 
PM: 
DFE: 
DE: 

PDJ:CC:bp:jrm

ATTACHMENTS:

- Proposal Package
- Section H, Permits
- Section 01026, Schedule of Values
- Section 02052, Hazardous Materials
- Section 07321, Concrete Roof Tiles
- Section 11562, Engine Generator: Diesel
- Drawing D-58399 (T1) - Drawing D-58400 (G1)
- Drawing D-58403 (D2) - Drawing D-58405 (C2)
- Drawing D-58407 (C4) - Drawing D-58409 (C6)
- Drawing D-58411 (C8) - Drawing D-58412 (C9)
- Drawing D-58416 (M1)
- Drawing D-58424 (H1)
- Drawing D-58434 (S8) - Drawing D-58435 (S9)
- Drawing D-58439 (A1)
- Drawing D-58441 (A3)
- Drawing D-58443 (A5) - Drawing D-58444 (A6)
- Drawing D-58449 (A11)
- Drawing D-58450 (A12) - Drawing D-58452 (A14)
- Appendix T Photos of Existing Elder Booster Station (for reference only)
- Appendix U Topographic Survey of Existing Site, Elder BPS
- Appendix V Topographic Survey of Existing Site, Eucalyptus BPS
- Appendix W Supplemental Improvements for Elder BPS Site