

**SECTION 1 - SUPPLEMENTARY CONDITIONS
TO GREENBOOK, PART 1 - GENERAL PROVISIONS**

PART 1 - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard Specifications for Public Works Construction Part I, Sections 1-9 (SSPWC, 2003 Edition) to the extent that they are incorporated by reference in this specification and provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

1-2 DEFINITIONS

Add the following to the definition of Agency:

"The agency is San Bernardino Municipal Water Department (SBMWD) or Water Department or Department."

Add the following definition:

"Owner - See Agency"

Add the following to the end of the definition:

"Project Specifications - Sections included under Water Standard Specifications and Special Conditions thereto."

Add the following to the definition of Specifications:

"Project Specifications"

Remove existing definition for "Engineer" and replace with the following:

Engineer - The Department's Principal Engineer or his/her authorized representative.

Add the following definition:

City - The City of San Bernardino, California.

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Add the following definition:

Developer - The person or organization having legal responsibility for construction of water systems in conjunction with development of property.

Add the following definition:

Superintendent - The field representative of the Contractor, present on the job site at all times during work, who is authorized to receive and fulfill instructions from the City.

Add the following definition:

Private Engineer or Design Engineer - The agent of the developer or independent engineer who has responsibility for the design and drawing of construction documents.

Add the following definition:

Approved Equal - An equivalent product to that specified in these standard specifications and approved by the Utility before beginning of construction. No approved equal product is intended, unless so stated in these standard specifications.

Add the following definition:

Drawings - The words "DRAWINGS" or "CONTRACT DRAWINGS" or "PLANS" shall mean those drawings accompanying the specifications which show the location, nature, extent and form of the work, together with applicable details. Equivalent to the definition of "PLANS."

1-3 ABBREVIATIONS

1-3.2 Common Usage

Add the following abbreviations:

ASTM - American Society for Testing and Materials

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AWWA - American Water Works Association

ANSI - American National Standards Institute

DIPRA - Ductile Iron Pipe Research Association

CAL-OSHA - California Occupational Safety and Health Administration

SSPC - Steel Structures Painting Council

UBC - Uniform Building Code

UFC - Uniform Fire Code

UPC - Uniform Plumbing Code

WSS - Water Standard Specifications (SBMWD)

NSF - National Sanitation Foundation

1-4 UNITS OF MEASURE

1-4.1 General

Add the following to the end of Section 1-4.1:

"The units of measure for this project are U.S. customary."

SECTION 2 - SCOPE AND CONTROL OF WORK

Section 2-3 SUBCONTRACTS

Delete this section and all subsections in their entirety.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

Add the following after first paragraph:

All work shall be subject to fees as provided for in the current cost letter, Rules and Regulations, and these standard

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specifications and shall be inspected by the Department or contracted Inspection Consultant to insure conformity to these specifications.

Remove and replace last paragraph with the following:

Conflicts and discrepancies noted by the Contractor shall be brought to the attention of the Department's Engineer, or designated Water Utility Engineering Department personnel. The Department's Engineer or designated representative will review the conflicts or discrepancies and determine the appropriate course of action to follow, if any. Unless otherwise determined by the Department's Engineer, the most stringent/restricted condition shall govern over all.

Add following paragraph to the end of Section 2-5.1:

Provisions of reference specifications noted in these specifications and plans shall have the same effect as if written herein, unless expressly modified by these specifications. Any reference specification shall be understood to refer to the latest revision at the time of the beginning of work.

2-5.2 Precedence of Contract Documents

Add the following to 2-5.2:

Remove and replace No. 1 through No. 10 with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

1. Permits issued by jurisdictional regulatory agencies.
2. Change Orders and/or Supplemental Agreements; whichever occurs last.
3. Contract/Construction Agreement

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4. Addenda.
5. Bid/Proposal.
6. Information For Bidders
7. Supplementary Conditions to Greenbook, Part 1 - General Provisions.
8. Greenbook, Part 1 - General Provisions - Sections 1 through 9.
9. Special conditions to the Water Standard Specifications.
10. Plans.
11. Standard Drawings.
12. Standard Specifications.
13. Reference Specifications.

Detail drawings shall take precedence over general drawings.

2-5.3 Submittals

Section 2-5.3 and all subsections

Remove and replace with the following:

2-5.3 Submittal Procedures

- A. Accompany submittal with transmittal form provided at the end of this section or substitute form approved by Engineer. Submittals not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. All items being submitted shall be listed separately on the form.

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- B. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number; and technical specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction, and coordination of information is in accordance with requirements of the Work and Specification.
- D. Allow ten (10) working days for each submittal for review, excluding delivery time to and from Contractor.

Add the following sections:

2-5.4 Shop Drawing

- A. Submit four (4) prints of each required item with Contractor's stamp of approval.
- B. Stamp of approval to indicate:
 - 1. Contractor's name.
 - 2. Name and number of contract.
 - 3. Applicable specification section and paragraph.
 - 4. Applicable contract drawing.
 - 5. Intended use.
 - 6. Current revision and issue number on drawings and descriptive date.
- C. Indicate and identify deviations from Contract Documents, at time of Shop Drawing submittal.

2-5.4.1 Shop Drawings

- (a) Wherever called for in the contract specifications or on the drawings, or when required by the Engineer, the Contractor shall submit to the Engineer four (4) prints of each required shop drawing for review. The term "shop drawing" as used herein shall be

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understood to include, but not be limited to, manufacturing, fabrication, assembly, and installation drawings; catalog cuts; lists; graphs, etc. Any shop drawing submitted after 3:00 p.m. on any working day shall be considered received on the following workday and date stamped accordingly.

Within ten (10) working days after receipt of the required number of prints of the shop drawings, the Engineer will return the herein-designated number of prints of each shop drawing to the Contractor marked "APPROVED," "APPROVED AS NOTED," "APPROVED PENDING REVISION," OR "REJECTED." The manufacture or fabrication of any item requiring the submittal of a shop drawing shall not start before the Contractor's receipt of the Engineer's authorization.

- (b) If the shop drawing is marked "APPROVED" by the Engineer, one (typical of all returned drawings) print of the submitted shop drawing will be returned to the Contractor and shall be authorization for the commencement of the manufacture and/or fabrication of the item or items showing thereon. Such approval shall not relieve the contractor of the responsibility of furnishing materials in complete compliance with the requirements of these specifications and drawings nor shall such approval operate to waive or modify any provisions of these specifications and drawings.
- (c) If the shop drawing is marked "APPROVED AS NOTED" by the Engineer, one print of the submitted shop drawing will be returned to the Contractor with notations requiring revisions, corrections, or additional information. The Contractor shall be authorized for the commencement of the manufacture and/or fabrication of the item or items as noted on the submittal including the required revisions

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and/or corrections shown thereon. Such approval shall not relieve the Contractor of the responsibility of furnishing materials in complete compliance with the requirements of these specifications and drawings nor shall such approval operate to waive or modify any provisions of these specifications and drawings. The Contractor will not be required to resubmit a shop drawing marked "APPROVED AS NOTED."

- (d) If the shop drawing is marked "APPROVED PENDING REVISION" by the Engineer, one print of the submitted shop drawing with the revisions required shown in contrasting color will be returned to the Contractor, and the manufacture and/or fabrication of the item or items shown thereon may commence provided; however, the Contractor shall, within 21 calendar days, submit four copies of the revised shop drawing to the Engineer. If the shop drawing has been revised as required, the Engineer will return two prints marked "APPROVED" to the Contractor, and the provisions of Subsection (b) above shall be in full force and effect. If the shop drawing has not been revised as required, the Engineer will return two prints marked "REJECTED" to the Contractor, and the provisions of Subsection (e) below of these specifications shall be in full force and effect.
- (e) If the shop drawing is marked "REJECTED" by the Engineer, one print of the submitted shop drawing with the reason(s) for rejection shown in contrasting color will be returned to the Contractor, and the manufacture and/or fabrication of the item or items shown thereon shall not commence, and the Contractor shall submit new shop drawings in accordance with the provisions of Subsection (a) of these specifications. Items manufactured and/or fabricated in accordance with shop drawings of

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record not marked "APPROVED" by the Engineer shall not be placed into the work. Shop drawings rejected by the Engineer shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from making any revisions to shop drawings as required by the Engineer.

- (f) All submittals, regardless of origin, shall be stamped with the approval of the Contractor and identified with the name and number of this specification, Contractor's name, and references to applicable specification paragraphs and contract drawings. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.
- (g) The Contractor's stamp of approval is a representation to the Department and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the work and the contract documents.
- (h) All deviations from the contract documents shall be identified on each submittal and shall be tabulated in the Contractor's letter of transmittal. The letter of transmittal shall be in the form as shown at the end of this section. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by the Contractor, including modifications to other facilities that may be a result of the deviation, and all required piping and wiring diagrams.

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2-9.1 Permanent Survey Markers

In the 1st paragraph:

Delete the first sentence in its entirety.

In the 1st paragraph, 2nd sentence:

Replace “the Engineer or the owner” with “the Contractor”

2-9.2 Survey Service

In the 1st paragraph, last sentence:

Delete “by the Engineer”

In the 2nd paragraph:

Delete the first sentence in its entirety

In the 3rd paragraph:

Replace “the Engineer” with “the Contractor”

SECTION 3 - CHANGES IN WORK

3-2.2.1 Contract Unit Prices

Add a new paragraph following to the 4th paragraph:

“The above does not apply to the add/deduct portion of the bid form”

3-4 CHANGED CONDITIONS

Revise the last paragraph to read:

“The Contractor’s failure to give notice of changed conditions within seven (7) days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith”.

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SECTION 4 - CONTROL OF MATERIALS

4-1.1 General

Revise the last paragraph to read:

"Used or secondhand materials, parts, and equipment shall not be used."

4-1.3.3 Inspection by the Agency

In the 1st sentence:

Delete "and testing laboratory"

Add the following paragraph to the end of this section:

The decision of the Engineer shall be final on all issues relating to the acceptability and classification of material, machinery, or plant equipment, the proper performance, or sequence of the work, quantities, and the interpretation of Specifications and/or drawings.

4-1.4 Test of Materials

In the 3rd sentence:

Replace "at no expense to the Contractor" to "at the Contractor's expense".

Add the following paragraph to the end of this section:

The Engineer shall make the final determination regarding the acceptability of materials to be used and the methods to be employed on all water projects.

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4-1.9 Construction Materials Dispute Resolution

Add the following section:

Inspection oversights committed by the Department's inspectors in no way constitute a de facto approval or acceptance of substandard conditions. The Contractor shall be held liable for any and all substandard material and/or workmanship discovered during any phase or stage of construction up to one (1) year after the project has been accepted and a performance bond has been posted.

SECTION 5 - UTILITIES

5-1 LOCATIONS

Remove and replace the first sentence of the final paragraph of this section with the following:

The Department and/or Design Engineer has located and potholed existing utilities at locations deemed critical and those locations are so noted on the plans. The Contractor is responsible for potholing and locating all other existing utilities that may become apparent from markings by Underground Service Alert or other sources. Contractor shall provide pipeline lay sheets submitted in accordance with Section 2 - 5.4 of these specifications.

SECTION 5-7 - TITLE 22 SEPARATION REQUIREMENTS

Add the following section:

If the horizontal separation between parallel sewer and water lines is less than ten (10) feet, or if the sewer crosses below the water line with less than one (1) foot of separation, special construction is required by the State Department of Health Services. Special construction will only be performed with prior approval from the Department. It is the Contractor's responsibility to understand and follow the requirements for sewer and water crossings as mandated by the State Department of Health Services.

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SECTION 6 - PROSECUTION PROGRESS, AND ACCEPTANCE OF THE WORK

6-9 LIQUIDATED DAMAGES

Remove and replace entire section and replace with the following:

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the Department. Such damages are, and will continue to be, impracticable and difficult to determine. For each day in excess of the time specified for completion of the work (as adjusted by any Change Orders), the Contractor shall be liable to the Department for the sum stated as liquidated damages in the Construction Agreement.

Execution of the contract by the Department and the Contractor shall constitute agreement:

- (a) That the sum stated in the Construction Agreement as liquidated damages is the minimum amount of the costs and actual damage caused the Department by failure of the Contractor to complete the work within the allotted time.
- (b) That such sum constitutes liquidated damages and shall not be construed as a penalty.
- (c) That such sum may be deducted from payments due the Contractor.

Nothing contained in this provision or in the contract shall be construed to limit or defeat the right of the Department to recover compensation for any and all actual damages sustained as a result of the untimely completion of the work.

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SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-5 PERMITS

Delete the first Paragraph in its entirety and replace with the following:

The Contractor is responsible for all permits and fees for said permits unless provided for by the Agency. The Contractor shall obtain copies of, and comply with, all applicable current statutes, laws, ordinances, rules, regulations, and specifications of the United States Government, the State of California, the county of San Bernardino, city of San Bernardino, and any other governmental agencies having jurisdiction, and shall make application for all required permits and bear the cost of same. All required permits shall be obtained by the Contractor prior to starting construction.

The Agency will assist the Contractor in obtaining the street cut permit and lane closure permit from the City of San Bernardino and pay the fees associated with these permits.

In the event of conflict between the requirements of these Specifications and the requirements of the permits, it shall be understood that the more exacting requirements shall govern.

The Contractor shall furnish to the Agency copies of all required permits and licenses prior to the start of construction. Upon completion of construction, the Contractor shall provide the Department with documentation attesting to the satisfactory closure of said permits and licenses.

7-8.6.1 Fluid Discharges

Add the following section:

It is illegal to discharge fluids of any sort including water from the construction sites without completing Regional Water Quality Control Board (RWQCB) discharge permits. This includes, but is not limited to, accidental discharges, clean water, flushing, cleaning, chlorinating, and pressure testing. All

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such discharges require that the Contractor obtain all applicable waste discharge permits from the RWQCB. Failure to obtain permits may result in fines and imprisonment.

SECTION 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following to the end of the first paragraph:

The Agency will not be held liable for any damage or disruption of preexisting service, appurtenances, or infrastructure regardless of their nature, which may occur during the execution of any construction project being performed for this Agency. The responsibility for any and all repairs and/or remuneration associated with damages occurring to either public or private property as a result of the construction of water utilities shall rest solely with the Contractor(s).

7-10.1 Traffic and Access

Add the following paragraphs after paragraph No. 1:

The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can complete properly with due regard to the rights of the public.

Unless otherwise provided, all public traffic shall be permitted to pass through the work area with as little inconvenience and delay as possible. Where possible, such traffic shall be routed on new or existing paved surfaces.

Spillage, resulting from hauling operations along or across any public traveled way, shall be removed immediately by the Contractor at no expense to the Department.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

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Remove paragraph No. 4 and replace with the following:

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated or to be replaced by another access, the property owner's access shall not be closed until the replacement access facilities are usable.

Add the following to the end of paragraph No. 6:

Water or dust palliative shall be applied as required for the alleviation or prevention of dust nuisance.

7-10.4 Safety

Add the following paragraphs:

All work shall be performed in compliance with the California Code of Regulations, Title 8, Industrial Relations (CAL/OSHA), Construction Safety Orders (CSO), and General Industry Safety Orders (GISO).

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall at Contractor's expense and without costs to the Department, furnish, erect, and maintain such fences, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic, or to the public, of any dangerous conditions to be encountered. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "MANUAL OF TRAFFIC CONTROLS - Warning Signs, Lights, and Devices for the Use in Performance of Work Upon Highways", issued by the State of California Department of Transportation. ***"When construction results in only one (1) paved traffic lane being open to traffic, a minimum of two (2) flaggers, with appropriate signs***

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and protective equipment, shall be required to direct traffic through the construction zone. In certain cases, pilot cars and/or radio communication between flaggers may be required."

Should the Contractor appear to be negligent in taking any protective measures that may be required, the Department may direct the Contractor's attention to such situation, and the Contractor will provide the necessary warning devices and protective measures needed at no expense to the Department.

If the Contractor fails to provide traffic controls and other safety devices that are needed, the Department will provide them and charge any costs against the Contract amount. Any such failure to comply with safety requirements will result in removal of the Contractor for future opportunities to bid for at least two full calendar years.

Where necessary for public safety and convenience, the Contractor shall, at the Contractor's expense, provide and maintain suitable drainage of the roadway and erect such temporary structures as are necessary. The suspension of the work from any cause whatsoever shall not relieve the Contractor of his responsibility to provide for the safety and convenience of public traffic and local residents.

Emergency Repairs: Contractor shall furnish names and telephone numbers of persons to contact in case immediate repairs are needed. If a responsible person is not available at this number, the Department may make immediate repairs and deduct the costs from the Contract amount.

Should any traffic striping and/or pavement markings be damaged or removed as a result of the Contractor's operations, they shall be restored or replaced at the Contractor's expense. Traffic stripes and/or pavement markings shall be restored or replaced by application of thermoplastic material. Under certain situations, traffic stripes and/or pavement markings may be restored or replaced with retroreflective paint with the prior approval of the Permit Engineer.

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At the end of the work shift(s), prior to departing the construction area, the Contractor will ensure that safety devices adequately identify hazards and control traffic flow.

7-15 RECORD DRAWINGS

Add the following section:

The Contractor shall be required to keep a separate set of construction Plans upon which he shall designate **as-built** conditions using sufficient sketches to properly indicate locations of valves, hydrants, services, and other pertinent items in accordance with Section 3 of the Water Standard Specifications. Contractor shall also provide, make, and configuration all valves. Prior to filing of the "Notice of Completion", the Contractor shall certify the **as-built** information in a letter transferring the **as-built** documents to the Department in accordance with the AutoCAD standards listed in Section 4 of Department's Design and Construction Standards and Section 3-15 of the Standard Specifications.

7-16 PUBLIC NOTIFICATION

Add the following section:

The Contractor shall be required to provide and place door hangers on all residences and businesses fronting the work and where directed by the Engineer. The hangers shall be placed at least seven (7) calendar days prior to work commencing and shall contain the start and ending dates for the work. The door hangers shall be manufactured in accordance with standard Drawing No. 6.35.

**SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
SHOP DRAWING SUBMITTAL & REVIEW FORM**

Date:	Specification or Construction Order:
To: San Bernardino Municipal Water Department 195 North "D" Street San Bernardino, CA 92401 Attention: Steve Ledbetter Project Manager, Construction	Received From: Contractor Designer

CONSTRUCTION MANAGEMENT COMMENTS: _____ Please review and return by _____.
 _____ For your information only. No return required.

Submittal No.	Qty.	Para No.	Subject of Shop Drawing or Submittal	Review Action

Engineer's Review Comments:

Signature: _____ **Date:** _____

Review Action Explanation:

A: Approved **N:** Approved As Noted **P:** Approved Pending Revision **R:** Rejected-Resubmit

Shaded area  for Department use only.