

ADDENDUM 1
DOCUMENT 00800

SUPPLEMENTARY CONDITIONS – DIVISION 0

This section includes requirements that supplement or modify Division 0 of the Contract Specifications.

3.0 MODIFICATIONS TO DOCUMENT 00520 (AGREEMENT)

3.1 Time Allowed for Completion

In accordance with the provisions of Section 00700, Final Completion of this Project shall be completed within **60** Calendar Days from the date established in the Notice to Proceed for the commencement of Contract Time. Actual work time shall be in accordance with work days and hours as defined in Section 01100.

3.2 Substantial Completion

Substantial Completion of this Project shall be completed within **21** Calendar Days from the date established in the Notice to Proceed for the commencement of Contract Time. Substantial Completion of the Project, as required by Document 00700, requires that the dual nested monitoring well be installed and developed.

3.3 Final Completion

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after the Work is accepted as Substantially Complete, and include the following items:

- a. Installation of dual completion nested monitoring well including surface completion.
- b. Well development of both wells in the nest.
- c. All waste is properly disposed of, and site is clean.
- d. Final approval by the City of Pleasanton.

3.4 Damages for Delays

In accordance with the provisions of Section 00700, Liquidated Damages for the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in Document 00800-3.1, **Time Allowed for Completion**, as modified by extensions of time granted by the District, it is understood and agreed by the Contractor and the District that the Contractor shall

pay the District the damages listed below. These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by District resulting from delay in completion of the Work.

<u>Item</u>	<u>Dollars Per Calendar Day Liquidated Damages</u>
Final Completion	\$1,000
Substantial Completion	\$2,000

4.0 Licenses, permits, taxes, and fees

1.6.A Contractor is responsible for all regulations, licenses, permits and fees.

1.6.B Zone 7 Water Agency is a wholesale water agency that provides water to the cities of Dublin, Pleasanton, Livermore and unincorporated areas of Alameda County. Zone 7 Water Agency has two treatment plants: the Patterson Pass Water Treatment Plant and the Del Valle Water Treatment Plant. Zone 7 Water Agency also has water production wells and pump stations in the Tri-Valley area. These Zone 7 Water Agency facilities are connected by Zone 7 Water Agency’s water transmission system which travels throughout Dublin, Pleasanton and Livermore. While Zone 7 Water Agency has some pipeline easements, Zone 7 Water Agency transmission pipelines and associated facilities are predominantly within the public right-of-way. Therefore, Contractors working for Zone 7 Water Agency are subject to, but not limited to, the following:

1. For work in the City of Pleasanton, applicable business licenses, encroachment permits, taxes, sewer discharge fees, and construction water.
2. The Contractor shall obtain a drilling permit from Zone 7 Water Agency.
3. The Contractor shall abide by the encroachment permit obtained by Zone 7 with the City of Pleasanton. Including listing the City of Pleasanton as additionally insured.
4. The Contractor shall have a utility clearance conducted prior to drilling using Underground Service Alert (USA) or 811.

C. Contractor shall comply with work that is regulated by State and Federal agencies.

END OF DOCUMENT