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Santa Clara Valley Water District

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February 20, 2025

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS FOR THE PERMANENTE AND HALE CREEKS CONCRETE CHANNEL REPAIR PROJECT Project No. 62084001 Contract No. C0707 Invitation No. VW0537

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

NOTICE TO BIDDERS

- 1. **REPLACE** Paragraph 5.A.2. including subparagraphs with:
 - "2. The scope of Work is comprised of **2** Milestones:
 - a. **Milestone 1:** Completion of all Contract Work as defined in Section 12.01 of these Specifications including completion of immediate submittals, inchannel work, and site restoration. The Contractor shall complete Milestone 1 by September 15, 2025, or before the expiration of 130 Days from the first chargeable Day of the Contract, **whichever comes first**.
 - b. **Milestone 2:** Completion of all contract close-out work. The Contractor shall complete Milestone 2 by October 15, 2025, or before the expiration of 160 Days from the first chargeable Day of the Contract, **whichever comes first.**"
- 2. **REPLACE** Paragraph **6. Contract Time** with:
 - "6. Time limit for completion of the Work is <u>160</u> calendar Days. See Contract Documents, Special Provisions, Article 12.03. Contract Time(s), for Milestones and Contract Times."

ADDENDUM NO. 1 Page 1 of 8 **C0707 - Permanente and Hale Creeks Concrete Channel Repair Project**

SPECIFICATIONS AND CONTRACT DOCUMENTS

STANDARD PROVISIONS

SECTION 1. DEFINITIONS

- 3. **ADD** "SBE Small Business Enterprise" to the list of **ABBREVIATIONS**.
- 4. <u>ADD</u> "Small Business Enterprise (SBE): a business that is currently certified by the State of California, Department of General Services as a small business." to the list of **DEFINITIONS**.

SECTION 3. SCOPE OF WORK

- 5. **REPLACE** Paragraph A in Article 3.16. Claims and Disputes per Public Contract Code Section 9204 with:
 - "A. Public Contract Code Section 9204 (PCC 9204) applies to all contracts entered into on or after January 1, 2017. PCC 9204 shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes, or extends that date. The provisions of PCC 9204 are set forth below."

SECTION 4. LEGAL REGULATIONS AND RESPONSIBILITY

- 6. **REPLACE** Paragraphs A and B, including subparagraphs, in Article 4.04. Prevailing Wages with:
 - "A. The Work to be performed pursuant to this Contract is "public works" subject to the California Prevailing Wage Law, California Labor Code Section 1720, et seq. and the applicable implementing regulations (the Prevailing Wage Law) with which the Contractor must comply. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Contract. Notwithstanding any other provisions of this Contract, the Contractor will not be entitled to any adjustment in compensation in the event there are adjustments to the General Prevailing Wage Rates.
 - 1. In accordance with the Prevailing Wage Law, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Work. These rates are set forth in the latest determination obtained from the Director, which is on file in the office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set out in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

- 2. Pursuant to Labor Code Section 1771.4, the Contractor shall post the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages at each job site.
- 3. The Contractor shall pay a penalty to the District of \$200 for each Day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any public Work done under the Contract by the Contractor or by any Subcontractor in violation of the provisions of the Prevailing Wage Law.
- B. Each Contractor and Subcontractor shall keep accurate payroll records, showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each Day and week, and the actual per-diem wages paid to each journeyman, apprentice, worker, or other employee by him/her in connection with the public Work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the Prevailing Wage Law. The Contractor and each Subcontractor shall electronically submit certified payroll records to the certified payroll records electronic system designated by the District. Additionally:
 - 1. The Contractor and each Subcontractor, pursuant to California Labor Code Section 1776, must submit certified payroll records within ten (10) Days after the District's written request for submission of certified payroll records to comply with Article 4.04. Prevailing Wages, 4.04.C. The certified payroll(s) must include the date of actual payment of wages for each worker employed on the Project and a breakdown of each payment, including all fringe benefits included in such wage for each worker.
 - 2. In the event that the Contractor fails to comply with the ten (10)-Day submission deadline of California Labor Code Section 1776, the Contractor shall pay a penalty to the District of \$100 for each Calendar Day or portion thereof, for each worker, until the Contractor achieves compliance with Section 1776.
 - 3. The Contractor shall inform the District of the location of the payroll records, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change in location and address. The Contractor is responsible for compliance with payroll record requirements imposed by Section 1776 of the Labor Code.
 - 4. Pursuant to Labor Code Section 1771.4, the Contractor and each Subcontractor must submit certified payroll records directly to the Labor Commissioner, at least monthly, through the eCPR portal at http://www.dir.ca.gov.
 - 5. The submission of certified payroll records to the Labor Commissioner, through the eCPR portal, does not excuse the Contractor and each Subcontractor from also submitting certified payroll records to the certified payroll record system designated by the District."
- 7. **REPLACE** Paragraphs A and B in Article 4.12. Indemnification with:

"4.12.01. Indemnify and Hold Harmless

Contractor must indemnify and hold harmless District, any public agencies within A. whose jurisdiction, on whose behalf, or on whose property the Work is being performed, any party District is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an "Indemnitee"; collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising out of, pertaining to, or caused by, or in any way relating to the Work, including the performance of this Contract or any subcontract hereunder, by Contractor and/or its agents, employees, or subcontractors, whether such claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

4.12.02. Limitation on Indemnity

A. Notwithstanding any language in this Contract to the contrary, Contractor is not obliged to indemnify and/or hold harmless the Indemnitees from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising from the sole or active negligence or willful misconduct of District or its agents, servants or independent contractors who are directly responsible to District, or from damages for defects in designs furnished by those persons.

4.12.03. Duty to Defend

Α. Contractor agrees, at its own expense, and upon written request by District or any individual Indemnitee, to immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) covered by Contractor's indemnity obligation set forth in 4.12.01. above, and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by District or its agents, servants or independent contractors who are directly responsible to District, District shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of District or its agents, servants or independent contractors who are directly responsible to District.

4.12.04. Survival

A. The rights, duties, and obligations of the Parties as set forth above in this Article 4.12. Indemnification, survive expiration, termination, suspension, and completion of the Contract and remain in full force and effect."

SECTION 8. SAFETY AND SECURITY MANAGEMENT

- 8. **ADD** Paragraphs D and E to Article 8.15. Security Requirements at Job Site:
 - "D. Where applicable, contract workers will check in with security daily and proved state or federal photo ID as proof of identity. Contractors requiring access control badges can apply for them through the Valley Water Security Office. Contract workers without badge access are required to have Valley Water escorts outside of designated work areas at the site.
 - E. When safe report any security violation or incident to the Valley Water Security office. Immediately Call 911 for any life-threating situation."

SECTION 10. ENVIRONMENTAL

- 9. **REPLACE** Paragraphs A. through G., including subparagraphs, of Article 10.02. Storm Water Pollution Prevention Plan with:
 - "A. The Contractor is responsible for implementing and complying with all requirements of the most current California State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities (California Storm Water Construction General Permit). The Contractor shall prepare and submit to the District an electric and hard copy Storm Water Pollution Prevention Plan (SWPPP) as required pursuant to the California Storm Water Construction General Permit.
 - B. The SWPPP shall incorporate all appropriate storm water Best Management Practices (BMPs) and all risk-based requirements to comply with the NPDES General Permit. The BMP descriptions and the template for the SWPPP shall be in accordance with the current California Stormwater Quality Association (CASQA) Construction BMP Handbook.
 - C. The SWPPP shall be written, amended, certified, and stamped by a Qualified SWPPP Developer (QSD). The implementation of BMPs and all pollution control measures shall be overseen by a Qualified SWPPP Practitioner (QSP). The QSD and QSP shall be provided by the Contractor and shall meet the certification requirements of the California Storm Water Construction General Permit.
 - D. The District shall make available the following for preparing the SWPPP: base maps for the Contractor's use in preparing the vicinity and site maps; a copy of pre-existing site and site design information; and a copy of the District's completed Notice of Intent (NOI) submitted in the Storm Water Multiple Application and Report Tracking System (SMARTS).

- E. Prior to the commencement of any Work at the site(s), the SWPPP shall be favorably reviewed by the Engineer. Review by the Engineer shall not relieve the Contractor of responsibility for the completeness of the SWPPP, nor for the accuracy of assumptions, data, and information used and procedures contained in the Contractor's SWPPP or the adequacy thereof.
- F. The SWPPP shall be revised and/or amended by the Contractor's QSD, as necessary, during the progress of Work, to comply with Federal, State, and local regulations and the requirements of these Specifications. Work subject to a revised/amended SWPPP will not proceed until the revised/amended SWPPP is favorably reviewed by the Engineer. The SWPPP shall be revised/amended until favorably reviewed by the Engineer. Revisions and/or amendments to the SWPPP shall be considered incidental to this item of Work; no additional payment shall be made.
 - The District is responsible for preparing and electronically submitting in SMARTS, an Annual Report no later than September 1 of each year for each construction project covered by the California Storm Water Construction General Permit (see Section 10. ENVIRONMENTAL., Article 10.02.A. above).
 - 2. The Contractor must submit all required data to the District no later than July 15 each year, covering the previous reporting period from July 1 through June 30, if a Waste Discharge Identification (WDID) number is active for at least 90 days within the reporting period.
 - 3. The Contractor's submission of all required data by July 15 will ensure the District has sufficient time to review, certify, and submit the Annual Report required pursuant to the California Storm Water Construction General Permit.
- G. The Contractor's personnel supervising the earthwork, sitework, erosion control, and sedimentation control and inspecting erosion controls shall be required to read the SWPPP. A copy of the SWPPP shall be maintained at the construction site by the Contractor and shall be available at all times for review by all Contractors, by the District, or by regulatory agency personnel."
- 10. **REPLACE** Article 10.02.02. Regulatory Fines with:
 - "A. The Contractor is responsible for any penalties or fines imposed upon the District by the Regional Water Quality Control Board (RWQCB) or by other regulatory bodies due to the Contractor's noncompliance with the requirements of the California Storm Water Construction General Permit. The actual cost of such penalties or fines shall be subtracted from the amount due, or that may become due, the Contractor."
- 11. **ADD** Paragraph G. to Article 10.08. Air Pollution:
 - "G. California Air Resources Board Regulations Compliance Requirements

- 1. The Contractor and its subcontractors operating any vehicles on the Project site with a diesel-fueled or alternative diesel-fueled off-road compression-ignition engine with maximum power of 25 horsepower or greater, may be subject to the California Air Resources Board (CARB) regulations regarding In-Use Off-Road Diesel Fueled Fleet at California Code of Regulations Title 13 Section 2449 (Section 2449).
- 2. If the Contractor determines that it or any of its subcontractors are not in compliance with Section 2449, the Contractor will immediately notify the Engineer and provide a corrective action plan. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation."

SPECIAL PROVISIONS

SECTION 12. WORK AND CONTRACT TIME(S)

- 12. **REPLACE** paragraph C of Article 12.03. Contract Time(s) including subparagraphs with:
 - "C. Work shall include the following Milestones and their completion dates (which are based on implementing work during weekdays only, excluding Saturdays, Sundays, and District and Cities of Mountain View and Los Altos holidays):
 - 1. **Milestone 1:** Completion of all Contract Work as defined in Section 12.01 of these Specifications including completion of immediate submittals, inchannel work, and site restoration. The Contractor shall complete Milestone 1 by September 15, 2025, or before the expiration of 130 Days from the first chargeable Day of the Contract, **whichever comes first**.
 - 2. **Milestone 2:** Completion of all contract close-out work. The Contractor shall complete Milestone 2 by October 15, 2025, or before the expiration of 160 Days from the first chargeable Day of the Contract, **whichever comes first.**"

TECHNICAL PROVISIONS

SECTION 23. PREPARATORY WORK.

- 13. **REPLACE** Paragraph C of Article 23.03.01.05. Payment with:
 - "C. Should there be unplanned water discharges that occur from fire hydrants or other sources that would impact the construction site with a substantial amount of flows beyond 8 cfs, Contractor shall provide control of unplanned water discharges immediately. Unplanned water discharges due to the Contractor's inability to control substantial water beyond 8 cfs, which may impact the progress of the Work, shall not be a consideration of claims to complete the Work within

ADDENDUM NO. 1 Page 7 of 8 C0707 - Permanente and Hale Creeks Concrete Channel Repair Project

Milestone #1 and Milestone Completion. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work required for Unplanned Water Discharges, as specified in these Specifications, and as directed by the Engineer, shall be considered as included in all costs in the Lump Sum (LS) Price Bid for UNPLANNED WATER DISCHARGES—Supplemental Bid Item No. 14, if authorized by the District. Final payment shall be based on certified documentation of equipment and materials incurred for performance of this Work item, including Contractor's profit and overhead. A Lump Sum price in the amount of Fifty Thousand Dollars (\$50,000.00) shall be included by all Bidders for Supplemental Bid Item No. 14 and shall be used for the basis of award."

THIS ADDENDUM NO. 1, WHICH CONTAINS **8** PAGES AND **NO** ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:			
Madlin Thummaluri			
0E0D2CF8E5874EA		2/20/2025	
Madhu Thummaluru, P.E.	Date: _		
Acting Deputy Operating Officer			
Watersheds Design and Construction Division			



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March 14, 2025

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS FOR THE PERMANENTE AND HALE CREEKS CONCRETE CHANNEL REPAIR PROJECT Project No. 62084001 Contract No. C0707 Invitation No. VW0537

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

- 1. **REPLACE** Paragraph E. of Article 12.03. Contract Time(s) with:
 - "E. If the Contractor starts the critical and measurable construction Work later than what is shown in the approved baseline schedule due to any reason including shortage of resources, shortage of Workforce, shortage of materials, or lack of qualified QA/QC staff, management and supervisory staff, the Contractor is responsible for recovery schedule without any additional compensation and the Contractor is subject to damages per Article 12.05 for delays in not completing the Work by the milestone dates."
- 2. **REPLACE** Paragraph F. of Article 12.03. Contract Time(s) with:
 - "F. Contractor's staff, including all field and office personnel, who would visit or Work at the site, shall participate in the Environmental and BMP field training within three (3) days prior to District's release of the site to the Contractor per Articles 19.02.01. The preliminary schedule shall include this Environmental and BMP field training activity. Any delays in scheduling the field training due to unavailability of field and office personnel, and subsequent delay in Milestones 1 & 2 shall be subject to liquidated damages per Article 12.05. No delay claims will be accepted due to delays in Environmental and BMP field training."

ADDENDUM NO. 2 Page 1 of 4 C0707 - Permanente and Hale Creeks Concrete Channel Repair Project

- 3. **DELETE** Paragraphs A. through K. of Article 12.07. Changes.
- 4. **REPLACE** Article 12.07. Changes with:
 - "12.07. Changes (No Special Requirements)"
- 5. **REPLACE** Paragraph A. of Article 12.08. Payment with:
 - "A. Unless noted otherwise, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all Work involved in complying with all requirements under Section 12, "Work and Contract Times," shall be considered incidental and included in the bid prices for the various items of Work and no separate payment will be made therefor."
- 6. **REPLACE** Paragraph A. of Article 14.03.01. Engineer's Office with:
 - "A. The building or trailer shall be specifically designed for office facilities and shall not be less than 10 feet x 12 feet in the plan, with side walls not less than 8 feet high."
- 7. **REPLACE** Paragraph C.1., C.2., and C.2.a. of Article 14.16.04. Required Coverages with:
 - "C. Builders' Risk (Course of Construction) Insurance
 - Covering all risks of loss less policy exclusions for an amount equal to the completed value of the Project with no coinsurance penalty provisions. per the provisions of California Public Contract Code §7105.
 - 2. The Contractor's coverage shall provide the following:
 - a. Coverage shall be provided on an "all-risk" or "special forms" basis including coverage for "soft costs" such as design, engineering, and construction management fees."
- 8. **REPLACE** the "CHECKLIST OF DOCUMENTS NEEDED" following Article 14.17. Payment with Attachment 1 to this Addendum No. 2.
- 9. **REPLACE** Paragraph A of Article 15.05. Public Notification with:
 - "A. The Contractor shall provide notification of construction to the Engineer 14 days prior to start of construction."
- 10. **REPLACE** Paragraph A. of Article 16.04.01. Preconstruction Survey Within the Project Limits with:
 - "A. After the Contract has been awarded and fourteen (14) days before commencement of the Work, the Contractor shall conduct a thorough examination of the Work areas within the Project limits only after notification and coordination with the Engineer."

ADDENDUM NO. 2 Page 2 of 4 C0707 - Permanente and Hale Creeks Concrete Channel Repair Project

- 11. **REPLACE** Paragraph A. of Article 19.02.01. Storm Water BMPs with:
 - "A. The Contractor is hereby informed that all personnel including management personal must attend an environmental protection training Workshop offered by the District before Working on the Project site. All personnel must attend an environmental protection training Workshop within three (3) days prior to the site release."
- 12. **REPLACE** Paragraph D. of Article 19.08. Migratory Birds with:
 - "D. Within fourteen (14) Days of the First Chargeable Day, the District will release the site to the Contractor, subject to District's clearance of bird nesting areas. Prior to the release, the Engineer and the Contractor shall assess the site to determine the presence of nesting birds and any existing protective buffer zones and exclusion devices within or near the construction areas. In no case shall the District maintain responsibility for the site after release of site to the Contractor. If active bird nesting habitat areas still exist after the release of site to the Contractor, Contractor shall implement appropriate buffer zones, where Contractor's Work may only occur outside of these buffer zones. Contractor shall submit an updated progress schedule to reflect the construction phasing to accommodate the buffer zone and after release of the buffer zone to complete the phased construction. Contractor shall be fully liable for any consequences arising from his or her efforts in implementing the Work, where this Work inadvertently impacts the buffer zone areas. Upon release of the site, the Contractor assumes complete responsibility for the site, including Work site monitoring, installation and maintenance of exclusion devices, as required, and all required Work as specified herein. No claims including but not limited to Contractor Project delays and associated costs due to bird nesting shall be allowed after the Project site is released to the Contractor."
- 13. **REPLACE** Paragraph B.3. of Article 20.01.02. Immediate Submittals with:
 - "3. Detailed Baseline Progress Schedule of Work (Standard Provisions Article 5.06.02) in MS Project Schedule format."

CONSTRUCTION MAP AND PLAN

- 14. **REPLACE** the following plan sheets as shown in Attachment No. 2 to this Addendum No. 2:
 - A. G-02: SITE MAP, DRAWING INDEX AND GENERAL NOTES (Sheet No. 2 of 26)
 - B. C-02: HALE CREEK REPAIR LOCATIONS (Sheet No. 9 of 26)
 - C. C-03: HALE CREEK REPAIR LOCATIONS (Sheet No. 10 of 26)
 - D. TC-01: TRAFFIC CONTROL AND CONTROL OF WATER CONCEPTUAL PLAN FOR PERMANENTE CREEK (Sheet No. 23 of 26)
 - E. TC-02: TRAFFIC CONTROL AND CONTROL OF WATER CONCEPTUAL PLAN FOR HALE CREEK (Sheet No. 24 of 26)

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (Date Received – February 14, 2025)

"PlaneBids lists tree and shrub removal services, but I am not finding any in the plans. Do you know specifically of any tree and/or stump removal involved?"

RESPONSE 1:

No such services are included as a Bid Item in the Scope of Work.

QUESTION 2: (Date Received – February 25, 2025)

"The specifications require Flood and Earthquake coverage for Builders Risk unless waived by Valley Water. Could you please confirm if coverage for Flood and/or Earthquake is required in the Builders Risk policy?"

RESPONSE 2:

See Items No. 7 and No. 8 of this Addendum No. 2.

QUESTION 3: (Date Received – March 10, 2025)

"Specs p. 220 (p. 14-14), regarding Builders' Risk Insurance, says, "a. Coverage shall be provided on an "all-risk" or "special forms" basis (including perils of earthquake and flood, unless waived by the District's Risk Manager), including coverage for "soft costs" such as design, engineering, and construction management fees. Will the District's Risk Manager waive earthquake and flood coverage for this project?"

RESPONSE 3:

See Items No. 7 and No. 8 of this Addendum No. 2.

THIS ADDENDUM NO. 2, WHICH CONTAINS **4** PAGES AND **2** ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Brown Yorn per 468D6D59FDEC458	Date:	3/14/2025
Bhavani Yerrapotu Deputy Operating Officer Watersheds Design and Construction Division		
Enclosures:		

Attachment 1. CHECKLIST OF DOCUMENTS NEEDED

Attachment 2 REVISED Plan Sheets G-02, C-02, C-03, TC-01, TC-02

ADDENDUM NO. 2 Page 4 of 4 **C0707 - Permanente and Hale Creeks Concrete Channel Repair Project**

ATTACHMENT 1

ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
PERMANENTE AND HALE CREEKS CONCRETE
CHANNEL REPAIR PROJECT
Project No. 62084001 Contract No. C0707
Invitation No. VW0537

CHECKLIST OF DOCUMENTS NEEDED

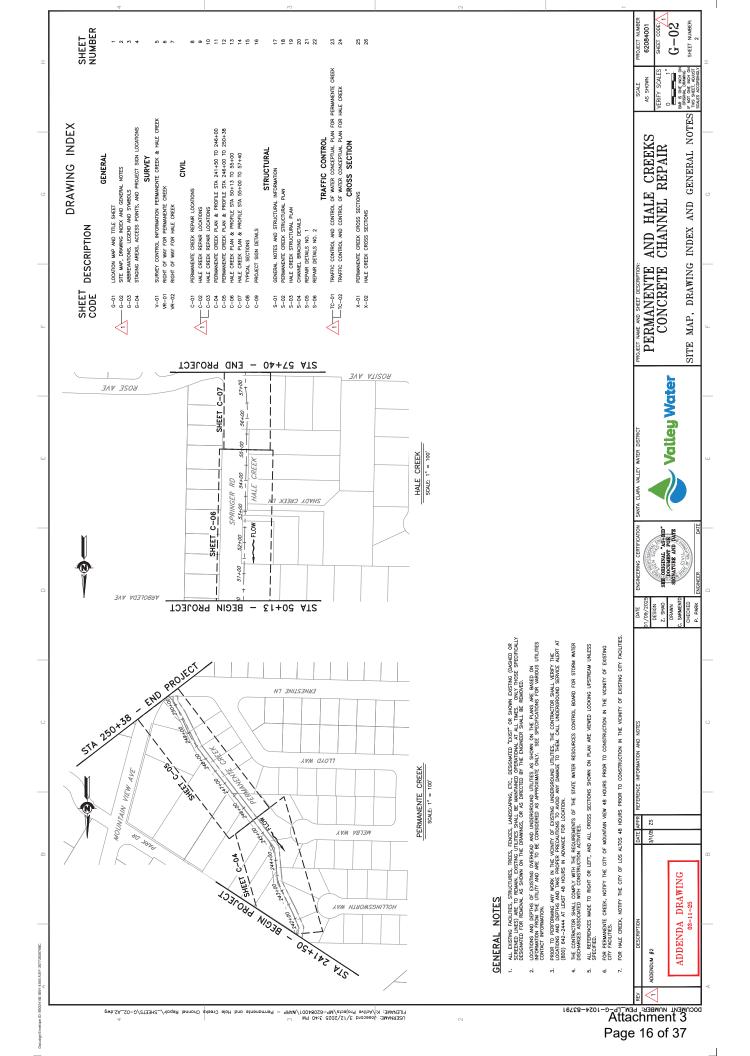
The following checklist is a summary of generally required insurance documents that may be

used as guidance.

used as guidance.		
General Liability:	A.	Limits (\$5,000,000)
	B.	Additional Insured (Endorsement)
	C.	Waiver of Subrogation (COI, Endorsement or policy language)
	D.	Primacy (COI, Endorsement or policy language)
	E.	Cancellation Endorsement
Auto Liability:	Α.	Limits (\$ 2,000,000)
	B.	Additional Insured (Endorsement)
	C.	Waiver of Subrogation (COI, Endorsement or policy language)
	D.	Primacy (COI, Endorsement or policy language)
	E.	Cancellation Endorsement
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Umbrella (optional):	Α.	Limits
	B.	Primacy (Endorsement or policy language)
Workers Comp:	A.	Limits (\$1,000,000)
·	B.	Waiver of Subrogation (Endorsement or policy language)
	C.	Cancellation Endorsement
Builder's Risk:	A.	\$25,000 Deductible
	B.	Earthquake @ 5% of Contract Amount
	C.	Additional Insured (Endorsement)
	D.	Waiver of Subrogation (COI, Endorsement or policy language)
	E.	Cancellation Endorsement
Contractors Pollution Liability:	A.	Limits (\$1,000,000)

ATTACHMENT 2

ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
PERMANENTE AND HALE CREEKS CONCRETE
CHANNEL REPAIR PROJECT
Project No. 62084001 Contract No. C0707
Invitation No. VW0537



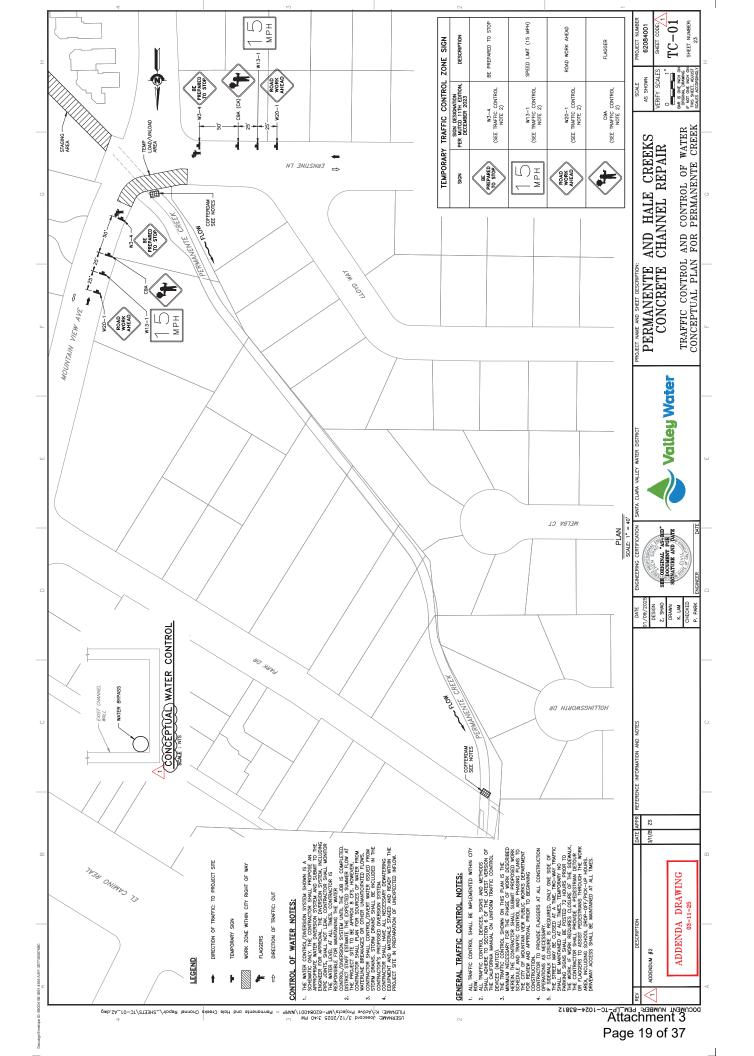
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0.550 1.500 0.75 0.057 1.107 0.597 0.057 1.117 0.596 0.075 1.117 0.596 0.075 1.117 0.596 0.075 1.117 0.597 0.075 1.117 0.597 0.075 1.117 0.597 0.075 1.117 0.597 0.075 1.117 0.597 0.075 1.117 0.597 0.075 1.107 0.597 0.075 0.087 0.087 0.080 0.087 0.087 0.090 0.090 0.097 0.090 0.090 0.090 0.090 0.09	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR SP	65	0.50	0.83	0.42	SPALLING	
0.50 1.100 0.50 0.83 1.17 0.97 0.075 1.137 0.56 0.075 1.137 0.56 0.035 0.24 1.00 1.17 1.17 0.037 0.037 0.035 2.17 1.16 0.035 2.17 1.16 0.035 2.17 1.16 0.035 0.035 0.03 0.042 1.00 0.03 0.040 0.05 0.050 1.133 0.05 0.050 0.05 0.050 0.050 0.04 0.050 0.050 0.050 0.050 0	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR SP	99	0.83	1.17	0.97	SPALLING WITH EXPOSED REBAR	
0.65 1.17 0.697 0.675 0.675 0.675 0.675 0.675 0.675 0.675 0.624 0.624 0.625 0.624 0.625 0.624 0.625 0.	SPALLING WITH EXOSED REBAR SPALLING WITH EXOSED	66A				24 REMOVE, CLEAN, AND REPAIR JOINT SEAL	SEAL (SIDE AND INVERT)
0.42 1.133 0.58 0.74 1.13 0.58 0.75 1.17 0.28 0.03 0.67 1.17 0.22 0.07 1.17 1.17 0.08 0.07 1.17 1.63 0.05 2.17 1.63 0.05 1.10 0.63 0.05 1.10 0.63 0.05 1.10 0.63 0.07 1.10 0.63 0.08 1.00 0.63 0.09 1.00 0.22 0.09 0.09 0.09 0.09 0.09 0.09 0.09 0.09	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR SP	67	0.58	0.83	0.49	SPALLING WITH EXPOSED REBAR	
0.75 1.17 0.88 0.24 0.24 0.25 0.25 0.25 0.25 0.25 0.25 0.25 0.25	SPALLING WITH EXPOSED REBAR SP	99	0.50	0.75	0.38	SPALLING WITH EXPOSED REBAR	
0.42 0.68 0.24 0.33 0.67 0.24 0.05 1.17 0.68 0.05 1.17 0.68 0.07 1.17 0.68 0.07 1.10 0.63 0.07 1.00 0.63 0.08 0.68 0.08 0.08 0.09 0.08 0.09 0.08 0.09 0	SPALLING WITH EXPOSED REBAR	69	0.67	0.67	0.44	SPALLING WITH EXPOSED REBAR	
1.00 1.00 1.10 1.00 1.10 1.00 1.17 1.17	SPALLING WITH EXPOSED REBAR	70	0.83	0.67	95'0	SPALLING WITH EXPOSED REBAR	
0.55 1.17 0.18 0.625 1.17 0.68 0.625 2.33 1.94 0.025 2.13 1.94 0.025 2.13 1.94 0.035 1.00 0.63 0.037 1.00 0.033 0.037 0.637 0.56 0.029 1.100 0.56 0.029 1.00 0.034 0.039 0.039 0.039 0.04 0.039 0.039 0.040 0.050	SPALLING WITH EXPOSED REBAR SP	17	0.58	0.75	0.44	SPALLING WITH EXPOSED REBAR	
0.75 1.17 0.88 0.89 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75	SPALLING WITH EPOSED REBAR SPALLING WITH EPOSED REBAR SPALLING WITH EPOSED REBAR SPALLING WITH EPOSED REBAR	72	0.58	0.92	0.53		
0.75 2.33 1.94 0.75 2.17 16.33 0.02 1.50 0.63 0.10 0.33 1.00 0.63 0.05 1.00 0.53 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR	73				24 REMOVE, CLEAN, AND REPAIR JOINT SEAL	(SIDE AND INVERT)
0.75 2.17 16.3 0.62 15.00 0.63 0.05 1.00 0.63 0.07 0.03 0.07 0.03 0.05 1.00 0.03 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR	74	0.75	0.75	0.56	SPALLING WITH EXPOSED REBAR	
0.42 1.50 0.633 0.10 1.70 0.833 0.10 0.83 1.00 0.33 0.65 0.65 0.56 0.69 0.69 0.56 0.75 0.69 0.74 0.75 0.69 0.74 0.75 0.75 0.20 0.75 0.75 0.50 0.75 0.75 0.50 0.75 0.75 0.75 0.50 0.75 0.75 0.75 0.50 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75 0.75	SPALLING WITH EXPOSED REBAR SPALLING WITH EXPOSED REBAR	75	0.50	0.75	0.38	SPALLING WITH EXPOSED REBAR	
0.83 1.00 0.83 0.10	SPALLING WITH EXPOSED REBAR	9/	0.50	0.83	0.42	SPALLING WITH EXPOSED REBAR	
0.03 0.63 0.65 0.66 0.66 0.66 0.69 0.69 0.69 0.69 0.69		77	0.58	0.92	0.53	SPALLING WITH EXPOSED REBAR	
0.53 1.00 0.33 0.67 0.83 0.56 0.59 1.03 0.56 0.59 0.59 0.34 0.73 0.67 0.35 0.75 0.69 0.45 0.75 0.69 0.45 0.75 0.69 0.40 0.75 0.75 0.50 0.20 0.40 0.50 0.42 0.83 0.35 0.42 0.83 0.35	(CRACK, ALGING CHANNEL BOTTON SLAB, SEE, NOTE 3)	78	0.58	0.58	0.34	SPALLING WITH EXPOSED REBAR	
0.67 0.83 0.56 0.50 1.33 0.56 0.58 1.00 0.58 0.58 0.58 0.58 0.59 0.59 0.54 0.55 0.55 0.54 0.50 0.67 0.50 0.50 0.67 0.50 0.50 0.67 0.50 0.50 0.67 0.50 0.50 0.67 0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50	SPALLING WITH EXPOSED REBAR	79	0.58	0.83	0.48	SPALLING WITH EXPOSED REBAR	
0.67 0.683 0.56 0.29 11,33 0.56 0.29 10,00 0.59 0.38 0.28 0.24 0.37 0.68 0.44 0.07 0.75 0.59 0.67 0.75 0.50 0.75 0.75 0.50 0.75 0.75 0.50 0.75 0.75 0.50 0.75 0.75 0.50 0.75 0.75 0.50 0.75 0.87 0.75 0.87 0.87 0.87 0.87 0.87 0.87 0.87 0.87 0.87 0.88 0.89 0.89 0.89 0.89 0.80 0.75 0.81 0.80 0.75 0.81 0.80 0.75 0.81	REMOVE, CLEAN, AND REPAIR JOINT SEAL (SIDE AND INVERT)	80	0.58	0.58	0.34	SPALLING WITH EXPOSED REBAR	
0.59 11.33 0.667 0.58 1.00 0.589 0.33 0.67 0.24 0.53 0.687 0.54 0.55 0.687 0.54 0.55 0.687 0.54 0.625 0.627 0.50 0.25 0.627 0.50 0.42 0.637 0.55 0.42 0.63 0.55 0.42 0.63 0.55 0.42 0.63 0.55 0.42 0.63 0.55 0.42 0.63 0.55 0.42 0.64 0.55 0.44 0.75 0.51 0.45 0.75 0.51	SPALLING WITH EXPOSED REBAR	80A	1.00	0.67	0.67	SPALLING WITH EXPOSED REBAR	
0.59 1.00 0.59 0.59 0.59 0.59 0.59 0.54 0.55 0.55 0.54 0.55 0.57 0.57 0.57 0.55 0.55 0.55 0.55	SPALLING WITH EXPOSED REBAR	18	0.67	1.00	0.67	SPALLING WITH EXPOSED REBAR	
0.59 0.58 0.34 0.33 0.67 0.22 0.75 0.89 0.44 0.65 0.67 0.55 0.65 0.62 0.10 0.55 0.42 0.10 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35	SPALLING WITH EXPOSED REBAR	81A	0.58	0.75	0.44	SPALLING WITH EXPOSED REBAR	
0.53 0.67 0.62 0.62 0.65 0.65 0.64 0.65 0.64 0.65 0.64 0.65 0.65 0.65 0.65 0.65 0.65 0.65 0.65	SPALLING WITH EXPOSED REBAR	818	2.00	0.67	1.33	SPALLING WITH EXPOSED REBAR	
0.75 0.58 0.44 0.09 0.67 0.33 0.67 0.75 0.93 0.65 0.75 0.95 0.05 0.05 0.05 0.04 0.83 0.35 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.75 0.95 0.80 0.75 0.95 0.80 0.75 0.95 0.80 0.75 0.95 0.80 0.75 0.31	SPALLING WITH EXPOSED REBAR	82	0.42	0.67	0.28	SPALLING WITH EXPOSED REBAR	
0.50 0.67 0.33 0.33 0.50 0.67 0.33 0.50 0.50 0.50 0.50 0.50 0.50 0.50	SPALLING WITH EXPOSED REBAR	83	0:20	1.00	0.50	SPALLING WITH EXPOSED REBAR	
0.67 0.75 0.50 0.25 0.42 0.10 0.42 0.63 0.22 0.42 0.63 0.25 0.42 0.63 0.25 0.42 0.63 0.25 0.42 0.75 0.65 0.42 0.75 0.51 0.42 0.75 0.31 0.42 0.75 0.31	SPALLING WITH EXPOSED REBAR	84	0.58	1.00	0.58	SPALLING WITH EXPOSED REBAR	
0.25 0.42 0.10 0.00 0.50 0.35 0.35 0.42 0.83 0.25 0.42 0.83 0.25 0.42 0.42 0.43 0.25 0.25 0.25 0.25 0.25 0.25 0.25 0.25	SPALLING WITH EXPOSED REBAR	82	0.83	2.25	1.88	EXPOSED	
0.50 1.00 0.50 0.50 0.50 0.52 0.42 0.83 0.85 0.85 0.85 0.85 0.85 0.85 0.85 0.85	SPALLING WITH EXPOSED REBAR	98	1.17	1.17	1.37	SPALLING WITH EXPOSED REBAR	
0.33 0.67 0.22 0.42 0.83 0.35 0.42 0.83 0.35 0.42 0.35 0.36 9.00 1.00 9.00 0.42 0.75 0.31 0.42 0.42 0.31	SPALLING WITH EXPOSED REBAR	87	0.42	0.83	0.35	SPALLING	
0.42 0.83 0.35 0.35 0.42 0.85 0.85 0.85 0.85 0.85 0.85 0.85 0.85	SPALLING WITH EXPOSED REBAR	88	0:50	0.75	0.38	SPALLING WITH EXPOSED REBAR	
0.42 0.033 0.35 0.42 1.33 0.36 9.00 1.00 9.00 0.42 0.75 0.31 0.25 1.25 0.31	SPALLING WITH EXPOSED REBAR	88A	0.50	1.00	0.50	SPALLING WITH EXPOSED REBAR	
0.42 1.33 0.56 9.00 1.00 9.00 0.42 0.75 0.31 0.25 1.25 0.31 0.42 0.92 0.38	SPALLING WITH EXPOSED REBAR	888	0.83	0.83	69.0	SPALLING WITH EXPOSED REBAR	
9.00 1.00 9.00 0.42 0.75 0.31 0.25 1.25 0.31 0.42 0.92 0.38	SPALLING WITH EXPOSED REBAR	88	0:20	0.83	0.42	SPALLING WITH EXPOSED REBAR	
0.42 0.75 0.31 0.25 1.25 0.31 0.42 0.92 0.38	SPALLING WITH EXPOSED REBAR	89A	5.00	1.17	2.33	SPALLING WITH EXPOSED REBAR	
0.25 1.25 0.31 0.42 0.92 0.38	SPALLING WITH EXPOSED REBAR	06	0.42	2.08	0.87	SPALLING WITH EXPOSED REBAR	
0.42 0.92 0.38	SPALLING WITH EXPOSED REBAR	90A	0.50	1.25	0.63	SPALLING WITH EXPOSED REBAR	
0.42 0.92	REMOVE, CLEAN, AND REPAIR JOINT SEAL (SIDE AND INVERT)	16	0.50	0.83	0.42	SPALLING WITH EXPOSED REBAR	
	SPALLING WITH EXPOSED REBAR	92	0.42	1.08	0.45	SPALLING WITH EXPOSED REBAR	
0.50 1.67	SPALLING WITH EXPOSED REBAR	92A	0.33	1.00	0.33	SPALLING WITH EXPOSED REBAR	
0.33	SPALLING WITH EXPOSED PERAR	92B	0.50	0.58	0.29	SPALLING WITH EXPOSED REBAR	
0.50	SPALLING WITH EXPOSED REPAR	93	0.33	1.67	0.56	SPALLING WITH EXPOSED REBAR	
0.25	SPALLING WITH EX COLD ALERAN	8 8	0.33	0.67	0.33	SPALLING WITH EXPOSED BEBAR	
5,00	SPALLING WITH EXPOSED REBAN	944	3	5	7	24 BEMOVE CLEAN AND BEBAIN JOINT SEAL	(SIDE AND INVERT)
0.05	SPALLING WITH EXPOSED REBAR	948	05.0	150	0.75	SPALLING WITH EXPOSED REBAR	
0.83	SPALLING WITH EXPOSED REPAR	£ 8	0.30	1.30	0.35	SPALLING WITH EXPOSED REBAR	
00:1	SPALLING WITH EXPOSED REBAR	G &	0.42	0.60	00.0	SPALLING WITH EXPOSED REBAR	
0.67 1.00	SPALLING WITH EXPOSED REBAR	96	0.50	2.00	00.1	SPALLING WITH EXPOSED REBAR	
11.00	WILL EAFOSED	6	95.0	2.00	2.00	SPALLING WITH EXPOSED REBAR	
2.60	SPALLING WITH EYDOSED BEBAD	8 8	25.0	1.00	0000	SPALLING WITH EXPOSED REBAIN	
2530 0593	SPALLING WITH EATOSED REBAIN	66 00	2000	1 17	0.78	SPALLING WITH EXPOSED REBAN	
0.50	SPALLING WITH EXPOSED REBAR	101	25			24 REMOVE CLEAN AND REPAIR JOINT SEAL	(SIDE AND INVERT)
0.42 1.00	SPALLING WITH EXPOSED REBAR	102	0.33	1.00	0.33	SPALLING WITH EXPOSED REBAR	
0.42 0.67	SPALLING WITH EXPOSED REBAR	102A	0.25	0.58	0,15	SPALLING WITH EXPOSED REBAR	
	REMOVE, CLEAN, AND REPAIR JOINT SEAL (SIDE AND INVERT)	103	0.42	0.58	0.24	SPALLING WITH EXPOSED REBAR	
0.50 0.83		104	0.67	1.33	0.89	WITH EXPOSED	
0.67 0.67	SPALLING WITH EXPOSED REBAR	105	0.42	0.75	0.31	SPALLING WITH EXPOSED REBAR	
0.67 0.75	SPALLING WITH EXPOSED REBAR	105A	4.00	0.92	3.67		
0.83 0.83	SPALLING WITH EXPOSED REBAR	106	1.17	1.17	1.36	SPALLING WITH EXPOSED REBAR	
0.25 1.00	SPALLING WITH EXPOSED REBAR	107	0.42	1.17	0.49	SPALLING WITH EXPOSED REBAR	
0.25 2.00	SPALLING WITH EXPOSED REBAR	108	0.75	1.17	0.88	SPALLING WITH EXPOSED REBAR	
57 0.33 2.00 0.67	SPALLING	109	0.50	1.50	0.75	SPALLING WITH EXPOSED REBAR	
0.33 2.00	SPALLING WITH EXPOSED REBAR	110	0.42	1.17	0.49	SPALLING WITH EXPOSED REBAR	
0.25 1.67	SPALLING WITH EXPOSED REBAR	110A	2.50	0.75	1.88	SPALING	
	WITH EXPOSED	1108	0.83	0.83	69'0	SPALLING WITH EXPOSED REBAR	
100-7-0	- 1-						ŀ
APPR REFERENCE INFORMATION AND NOTES J THE CONTRACTOR SHALL VERIEY ALL CONTROLLING FIELD DIMENSIONS D17/09/2005	ENGINEERING CERTIFICATION SANTA CLARA VALLEY WATER DISTRICT		PROJECT NAME A	NAME AND SHEET DESCRIPTION		1111	SCALE PROJECT NUMBER
ADDENDUM #2 J/11/2 25 BEFORE ORDERING OR FABRICATING ANY MATERIAL DESIGN DESIGN	Spirit Shift		PEK	PERMANENTE		HALE CREEKS [4
S SYS Z		1	2	CONCRETE			VERIFY SCALES SHEET CODE
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ADDENDA DRAWING							S IS ONE INCH ON
	A CALLEGARY			HALE C	REEK RE	HALE CREEK REPAIR LOCATIONS	
	NEER DATE						THIS SHEET, ADJUST SCALES ACCORDINGLY 9

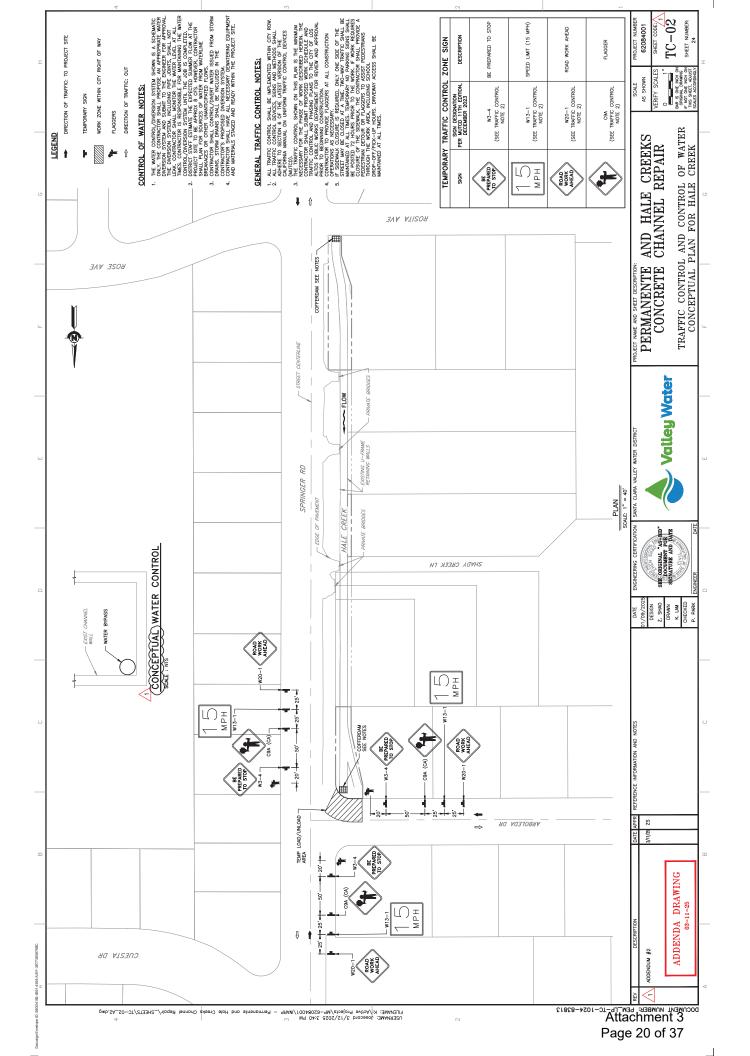
-ɔ-aŋ-wad :bagenn pagen 3 Attachment 3 Page 17 of 37

PROJECT NUMBER 62084001 SHEET NUMBER: 10 C-03 BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY. VERIFY SCALES PERMANENTE AND HALE CREEKS
CONCRETE CHANNEL REPAIR HALE CREEK REPAIR LOCATIONS Valley Water SEE ORIGINAL "AS-BID" DOCUMENT FOR SIGNATURE AND DATE CREEK REPAIR LOCATIONS
REPAIR JOINT SEAL (LF) REFERENCE INFORMATION AND NOTES

1. THE CONTRACTOR SHALL VERPF ALL CONTROLLING FIELD DIMENSIONS
BEFORE ORDERING OR FABRICATING ANY MATERIAL. 0.58 PAINT NUMBER 147A 148A 150 150A 2. EXENTENDED TO ENVIRONMENT OF "AND "Y", AND "Y", AND "Y". AND "Y "PAINT NUMBER IS MARKED ON THE EXISTING CHANNEL WALL. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE INFORMATION IN THE TABLE AND FIELD MARKERS. SZ ADDENDA DRAWING 03-11-25 ADDENDUM #2 DOCUMENT NUMBER: PEM_LP-C Attachment 3 - Permanente and Hale Creeks Channel Repair/_SHEETS/C-03_A2.dwg ELLENAME: K:\Active Projects\MP-62084001\WARP USERNAME: Josecord 3/12/2025 3:40 PM

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SANTA CLARA VALLEY WATER DISTRICT 5750 ALMADEN EXPRESSWAY SAN JOSE, CA 95118-3686 TELEPHONE (408) 630-3088

> <u>www.valleywater.org</u> scvwdplanroom@valleywater.org

Santa Clara Valley Water District

Notification of this Addendum is transmitted via PlanetBids Vendor Portal to all current plan holders.

This Addendum is posted on the Valley Water PlanetBids Public Site for Bids Vendor Portal at https://pbsystem.planetbids.com/portal/48397/portal-home

March 19, 2025

ADDENDUM NO. 3 TO CONTRACT DOCUMENTS FOR THE PERMANENTE AND HALE CREEKS CONCRETE CHANNEL REPAIR PROJECT Project No. 62084001 Contract No. C0707 Invitation No. VW0537

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

PLANETBIDS LINE ITEMS

1. **REPLACE** the following items in the PlanetBids Line Items:

ITEM CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
7	CONCRETE SPALL REPAIR	SF	105	
11	REMOVE STEEL ANGLES	LF	82	

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

- 2. **REPLACE** Paragraph A.1. of Article 14.06. Staging Area with
 - "1. For Permanente Creek site, the maintenance ramp across the street from the project entrance in McKelvey Park and the creek channel can be used as staging areas. The contractor may use the maintenance ramp across the street to stage equipment and use the channel to store metal beams or other inert materials. However, the contractor must install exclusive

ADDENDUM NO. 3 Page 1 of 4 **C0707 - Permanente and Hale Creeks Concrete Channel Repair Project**

ESA fencing along the perimeter of the mitigation area to prevent encroachment within the mitigation area."

- 3. **REPLACE** Paragraph B. of Article 19.02.01 with:
 - "B. The Contractor and its subcontractors shall take the District offered training related to SMP2 requirements, and other environmental permits, before beginning of construction. Any creek Work, which is for any Work within District's right of way, <u>cannot</u> begin until Contractor and its subcontractors have completed SMP2 training."
- 4. **`REPLACE** Paragraph D. of Article 19.08. Migratory Birds with:
 - "D. Within fourteen (14) Days of the First Chargeable Day, the District will release the site to the Contractor, subject to District's clearance of bird nesting areas. Seven (7) days prior to start of work or staging activities, a Valley Water biologist shall assess the site and staging area to determine the presence of nesting birds and any existing protective buffer zones and exclusion devices within or near the construction areas. See Reference Document "Valley Water -Stream Maintenance Program – Nesting Bird Survey Methodology and Avoidance Plan". In no case shall the District maintain responsibility for the site after release of site to the Contractor. If active bird nesting habitat areas still exist after the release of site to the Contractor, Contractor shall implement appropriate buffer zones, where Contractor's Work may only occur outside of these buffer zones. Contractor shall submit an updated progress schedule to reflect the construction phasing to accommodate the buffer zone and after release of the buffer zone to complete the phased construction. Contractor shall be fully liable for any consequences arising from his or her efforts in implementing the Work, where this Work inadvertently impacts the buffer zone areas. Upon release of the site, the Contractor assumes complete responsibility for the site, including Work site monitoring, installation and maintenance of exclusion devices, as required, and all required Work as specified herein. No claims including but not limited to Contractor Project delays and associated costs due to bird nesting shall be allowed after the Project site is released to the Contractor."
- 5. **REPLACE** Bid Item No. 11 in the table of Bid Items under 21.01.02 Description of Bid Items with:

Bid Item No. 11 REMOVE STEEL ANGLES (LF) [Section 25.05]

- 6. **REPLACE** Paragraph A. of Article 25.05.06. Payment with:
 - "A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work required for Remove steel Angles as shown on the Drawings, as specified in these Technical Provisions, and as directed by the Engineer, shall be included in the Linear Foot (LF) Price Bid for Bid Item No. 11 -Remove Steel Angles."

CONSTRUCTION MAP AND PLAN

- 7. **REPLACE** the following plan sheets as shown in Attachment No. 2 to this Addendum No. 3:
 - A. G-02: SITE MAP, DRAWING INDEX AND GENERAL NOTES (Sheet No. 2 of 26)
 - B. C-02: HALE CREEK REPAIR LOCATIONS (Sheet No. 9 of 26)
 - C. C-03: HALE CREEK REPAIR LOCATIONS (Sheet No. 10 of 26)

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (Date Received – March 13, 2025)

"Bid Item No. 11 - Remove Steel Angles - per the "Payment" section of the project specifications indicates payment is made "Per Each (EA) Price Bid." Plan Sht. C-04 - Sht. No. 11 is the only identification of this work in a note on the "Profile" view in the lower right corner. No station limits for this work are identified but it appears the limits are approximately from Sta. 245+18 to 246+00 or 82 Lineal Ft. Unless this work appears elsewhere on the project and there are four identical work locations, please correct the Payment for this Bid Item to Lineal Ft."

RESPONSE 1:

See Item No. 1, Item No. 5, and Item No. 6 of this Addendum No. 3.

QUESTION 2: (Date Received – March 17, 2025)

"Is there any specific bid bond template requested?

RESPONSE 2:

The two eBond agencies listed (Surety 2000 and Tinubu) on the Bid Information Tab, Description and Scope Section, Other Details, on PlanetBids, will produce a Bid Bond using the template provided to them by Valley Water. The Bidder must work with one of these eBond agencies to procure a Bid Bond.

QUESTION 3: (Date Received – March 19, 2025)

"Is the project in need of waterproofing services?"

RESPONSE 3:

No such services are included as a Bid Item in the Scope of Work.

THIS ADDENDUM NO. 3, WHICH CONTAINS **4** PAGES AND **2** ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:			
Bhown Yornapah 468D6D59FDEC458		Date:	3/19/2025
Bhavani Yerrapotu, P Deputy Operating Off Watersheds Design a		_	
Enclosure:			
Attachment 1	Reference Document: "Value Nesting Bird Survey Methods 10 Nest	•	ter – Stream Maintenance Program – and Avoidance Plan"
Attachment 2	REVISED Plan Sheets G	-02, C-02	2, C-03

ATTACHMENT 1

ADDENDUM NO. 3
TO CONTRACT DOCUMENTS FOR THE
PERMANENTE AND HALE CREEKS CONCRETE
CHANNEL REPAIR PROJECT
Project No. 62084001 Contract No. C0707
Invitation No. VW0537

Nesting Bird Survey Methodology and Avoidance Plan

As part of Condition 1 of the Lake and Streambed Alteration Agreement (LSAA) No. 1600-2011-0336-R3 Extension, dated September 12, 2023, associated with the second iteration of Valley Water's Stream Maintenance Program (SMP-2 or Program), California Department of Fish and Wildlife (CDFW) has required Valley Water to prepare a nesting bird survey methodology and avoidance plan for vegetation management activities. Based on dialogue with CDFW staff and analysis of past nesting bird incidents, Valley Water is taking a two-pronged approach to reduce risk of impacting nesting birds in association with SMP-2 vegetation management activities.

The two parts of Valley Water's nesting bird avoidance plan are (1) an enhanced nesting bird survey methodology and (2) an improved designated individual (DI) training, surveying, and reporting process. These two strategies are described in greater detail below. Valley Water anticipates implementing these strategies will reduce the risk of impacting nesting birds during the SMP-2 extension period from 2024 through 2028. Implementing this approach during the extension period will also allow Valley Water and CDFW to evaluate the effectiveness of this strategy for future iterations of the Program.

1. Enhanced Nesting Bird Survey Methodology

Overview

Valley Water will implement an enhanced methodology for nesting bird surveys associated with SMP-2 activities. The first major change is a reduction of the standard nesting bird survey clearance window from 14 days to 7 days for vegetation management activities and the addition of a second survey within 48 hours of the initiation of work for situations where the qualified biologist deems this necessary. Another shift will be avoidance of activities such as management of canopy vegetation or removal of very dense vegetation that biologists consider to pose an elevated risk of disturbance during the local peak of nesting season. This protocol will also provide greater clarity on situations in which DIs may survey for nesting birds in place of a qualified biologist. Finally, this protocol provides more detail regarding how buffers and nest monitoring will be implemented. This new survey methodology is intended to substitute for the existing nesting bird survey protocol which is described in the 2019-2023 SMP-2 Manual (BMP GEN-6). The enhanced nesting bird survey methodology is described in italics below.

Nesting Bird Survey Methodology

Biological Review of Project:

Maps and photographs of the project location are reviewed by a qualified biologist before a survey is conducted. The survey area is determined using maps of the projected access, staging, and work areas. A qualified biologist will review the survey area and project details to determine if nesting bird survey can be conducted by a designated individual (DI) in place of a qualified biologist. A qualified biologist may determine a DI can conduct the nesting bird survey prior to pre- and post-emergent herbicide application along maintenance roads or for mowing activities in ruderal areas with minimal nesting substrate (<10% canopy cover) when a nest can be easily detected. If a qualified biologist determines it is appropriate for DIs to conduct the nesting bird survey, the qualified biologist will provide written direction to the vegetation management team allowing for DI survey. DIs will follow the survey protocol outlined in

Section 2. For all other projects, a qualified biologist will conduct a nesting bird survey following the protocol outlined below.

Survey Location:

A qualified biologist shall perform a nesting bird survey throughout the entirety of the work area (including access and staging areas), as well as a 100-foot buffer beyond the designated perimeter of the project area when possible (depending on access and property lines/limits). Suitable nesting habitat within the survey area will be identified to help determine what species may be present and what type of nests could be expected.

Survey Timing:

Seasonal timing: Nesting bird season begins January 15 and ends September 1. Some of the local bird species in Santa Clara County are known to nest outside of the established nesting season (ex: Anna's hummingbirds begin nesting in late December some years); precautionary nesting bird surveys may be conducted year-round by Valley Water qualified biologists to account for birds that nest out of season.

Session timing: A qualified biologist will conduct a nesting bird survey during daylight hours, beginning at dawn. Surveys will not be conducted in instances of excessive or abnormal cold, heat, wind, rain, or other inclement weather that may interfere with nest detection or reduce bird activity. The biologist will spend a minimum of 5-10 minutes of quiet observation at the beginning of each survey to assess bird activity level before slowly walking through the survey area in search of nests and nesting behavior. The amount of time spent for each survey will vary based on size of survey area, habitat and density of vegetation present, type of work to be conducted, time of year, etc.

Survey techniques:

A qualified biologist will quietly observe the project area at the beginning of each survey to assess bird activity level. The qualified biologist will then walk slowly through the survey area, using passive visual and auditory observation to detect all bird nests in and around the survey area. If nests cannot be identified, but a nest is suspected due to observed bird behavior or aural cues, the qualified biologist will flag the area and create an ample buffer for any suspected or potential nests.

Circumstances such as terrain, vegetation, season, likely species present, built environment, presence of human activity, and activity for which the survey is occurring can be factors in determining the most effective strategy of surveying for nesting birds. Qualified biologists use professional judgement based on expertise, experience, and site knowledge to determine appropriate walking patterns and other details of survey strategy. The area that the qualified biologist surveys in any survey will be limited to an area where work is estimated to be completed within seven days.

In some cases, one qualified biologist will conduct the survey. In other cases, multiple biologists will conduct the survey, where it is either determined that multiple biologists would be more effective or when working alone is unsafe due to situations such as encampments or criminal activity.

Number of surveys:

One nesting bird survey will be conducted within 7 days prior to the start of work. A second or follow-up survey may be conducted on a separate day in the case of high bird activity, decreased bird activity/detection due to unfavorable survey conditions (such as a change in weather, noise disturbance, or time of day), and/or in any case whereby the qualified biologist cannot confidently identify all bird nests in the project area. Qualified biologist will provide justification for number of bird surveys performed for each work order and documentation of justification will be provided to CDFW.

If a lapse in project-related work of 7 days or longer occurs, another survey will be conducted before project work can be reinitiated.

Delaying work:

Activities that post an elevated risk of impacting nesting birds will be conducted outside of the local peak of nesting bird season (as determined by a qualified biologist).

Qualified biologist will delay vegetation removal work if 3 or more nests are detected in the work area, if the biologist cannot confidently survey the entire work area due to dense vegetation, and/or if there is high nesting bird activity and all suspected nests cannot be confidently identified and buffered within the project area.

In the case of work being delayed for 3 or more nests having been detected in the work area, a qualified biologist may recheck nests at a later date. When the qualified biologist confirms that all nests in the work area that were detected during the initial survey are no longer active (the nest has failed or the chicks are fledged), the entire work area may be resurveyed by a qualified biologist. If the qualified biologist detects two or less nests during the resurvey, the nests will be buffered, and work will proceed outside of the buffered areas.

Flagging and Buffering Nests:

If an active nest (i.e., a nest with eggs or young) is found or suspected, a buffer will be established and maintained until the young have fledged. Standard buffer widths are 0.5 mile for bald and golden eagles; 250 feet for other raptors, least Bell's vireo, herons, and egrets; 50 feet for ground-nesting non-raptors; 700 feet for California Ridgway's rail or California black rail; 600 feet for California least tern and western snowy plover; and 50 feet for non-raptors nesting in trees, in shrubs, and on structures.

A qualified biologist may identify an alternative buffer (larger or smaller) for individual nests on a case-by-case basis based on site-specific consideration of the species, the nature of the work, the height of the nest, intervening vegetation or topography buffering the nest from the work, pre-existing human activity to which the birds are already habituated, and other factors.

The boundary of each buffer zone will be marked with flagging. The buffer zone will be maintained until the nest is no longer active, as determined by a qualified biologist.

Data Management:

Qualified biologists will document all observed and suspected nests in a shared geospatial database. Qualified biologists will record location of nest, date of survey, work order number, surveyor name, nesting bird species, photos, and any relevant notes. The biological field survey data sheet can be seen in

Figure 1 (below). Nest map and nest details are immediately available to all biologists and field crews. A screenshot of the biological resource map can be seen in Figure 2.

2. Improved Designated Individual (DI) Training and Survey Protocol

Overview

Valley Water proposes an enhanced DI training program and survey protocol to improve the quality of DI surveys. These enhancements were implemented at the end of the 2023 nesting season. The DI training program enhancements include English and Spanish versions of the mandatory annual classroom training and more frequent mandatory field training. The DI survey protocol enhancements include the following: two DI surveys occurring in the daily work area for mowing activities and ensuring DIs are equipped with high quality 8x42 or 10x52 binoculars. Valley Water has also implemented more stringent survey documentation requirements and program oversight for DI nesting bird surveys.

DI Training Program

Valley Water maintenance workers and contractors will complete a yearly mandatory classroom training on survey methodology, nest identification, and nest buffer protocol before nesting bird season begins. The classroom training will include survey demonstrations by Valley Water biologists, an overview of common nests found in Santa Clara County, nesting bird behavior, and a detailed overview on how to flag and buffer nests. Valley Water staff will also be required to complete a practical biannual (every other year) field training on DI survey protocols, nest identification, and binocular use. All field trainings will be led by Valley Water wildlife biologists during the nesting season (January 15 to September 1) and will emphasize quality over speed of surveys. DIs will be provided with a DI Handbook that outlines DI survey protocol and pictures and descriptions of common nests found in Santa Clara County. Supplemental field training will be provided throughout the nesting bird season by Valley Water wildlife biologists. Throughout the season, qualified biologists will meet DIs in the field to observe DI surveys and provide suggestions and adjustments as needed.

DI Survey Protocol

Pre- and Post-Emergent Herbicide Activities:

DIs will conduct a passive observational and auditory survey of the daily work area during daylight hours, beginning at dawn, in appropriate meteorological conditions, to identify any birds exhibiting potential nesting behavior. The observation of the work area and surroundings will take place over enough time to detect nesting birds. The survey time will vary based on the size and characteristics of each site but a minimum of one hour per one acre of potential nesting substrate will be spent on the survey. If nesting behavior is observed, DIs will identify, flag, and buffer the nest area. If nests cannot be identified, but a nest is suspected due to observed bird behavior or aural cues, the DI will flag the area and create an ample buffer for any suspected or potential nests.

Mowing Activities:

The enhanced DI survey protocol for mowing activities will involve two surveys led by trained DIs and will require DIs to walk ahead of mowing crews. These methods are outlined in greater detail below.

- 1. The first survey will be a passive observational and auditory survey of the daily work area to identify any birds exhibiting potential nesting behavior. The observation of the work area and surroundings will take place over enough time to detect nesting birds. The survey time will vary based on the size and characteristics of each site but a minimum of one hour per one acre of potential nesting substrate will be spent on the survey. If nesting behavior is observed, DIs will identify, flag, and buffer the nest area. If nests cannot be identified, but a nest is suspected due to observed bird behavior or aural ques, the DI will flag the area and create an ample buffer for any suspected or potential nests.
- 2. After the passive observational and auditory survey, a stick or rope drag survey will be conducted prior to mowing work in the daily work area. The DIs will walk through the project area using stick or rope drag methods to disturb the grass while avoiding contact with the ground. Rope drag surveys will be conducted using a lightweight rope held by two individuals walking at the same pace through the survey area. Another trained DI equipped with binoculars will stand 70 feet behind the stick or rope and monitor for any potential activity that reveals nesting birds. If a bird is flushed, the DI will stop the survey, wait for bird to return to nest, and flag and buffer nest area. If the DI does not observe the bird return to the nest, no work will occur in the area.
- 3. Finally, DIs will walk ahead of active mowing crews to watch for flushing birds. If a bird is flushed, the DI will stop work and wait for the bird to return to the nest, and flag and buffer nest area. If the DI does not observe the bird returning to the nest, no work will occur in the area.

Flagging and Buffering Nests:

Standard buffer widths are 0.5 mile for bald and golden eagles; 250 feet for other raptors, least Bell's vireo, herons, and egrets; 50 feet for ground-nesting non-raptors; 700 feet for California Ridgway's rail or California black rail; 600 feet for California least tern and western snowy plover; and 50 feet for non-raptors nesting in trees, in shrubs, and on structures.

The boundary of each buffer zone will be marked with flagging. The buffer zone will be maintained until the nest is no longer active, as determined by a qualified biologist.

Data Management:

Senior Maintenance Workers will document the time spent conducting DI surveys in the daily Maximo log. DIs will document area surveyed, time spent conducting survey, and all observed and suspected nests in the DI Field Survey Data Sheet (Figure 3). All nests recorded in the DI Field Survey Data Sheet are automatically included in the biological resources map and nest information is immediately available to biologists and field crews. Qualified biologists will review DI survey logs and identified nests throughout nesting bird season.

Nest Disturbance:

In any case of a nest disturbance or take of nesting birds, a CDFW representative will be notified within 24 hours. In cases where a nest has been disturbed but left in place, a qualified biologist will check on the nest later that day and/or the following day to determine the state of the nest. After the nesting bird incident, Valley Water will investigate the nesting bird incident and prepare a full report of the incident.

This full report will be submitted to CDFW within 90 days, though Valley Water will strive to submit the report within 30 days.

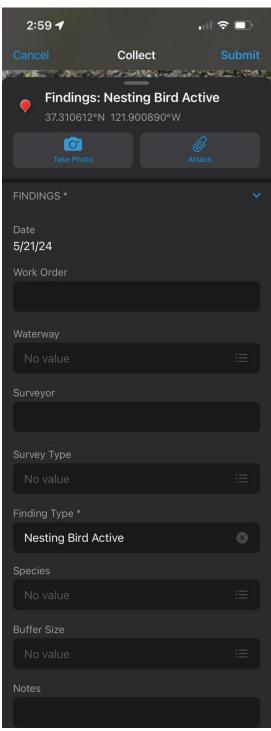


Figure 1 Biological Field Survey Data Sheet

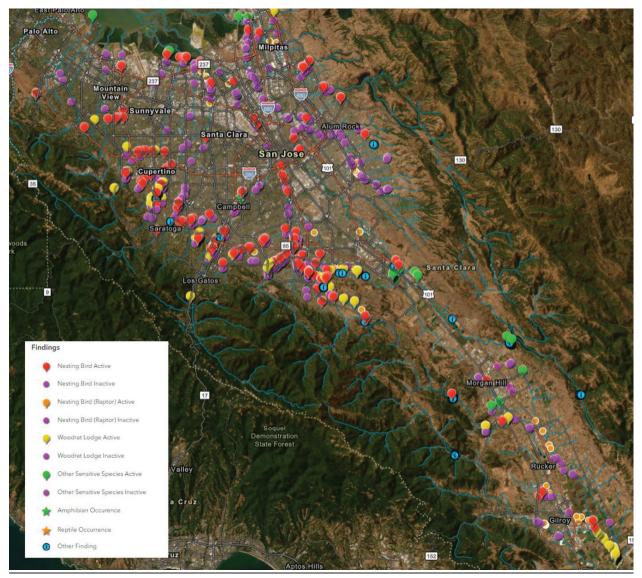


Figure 2 Operations and Maintenance Biological Resources Map screenshot.

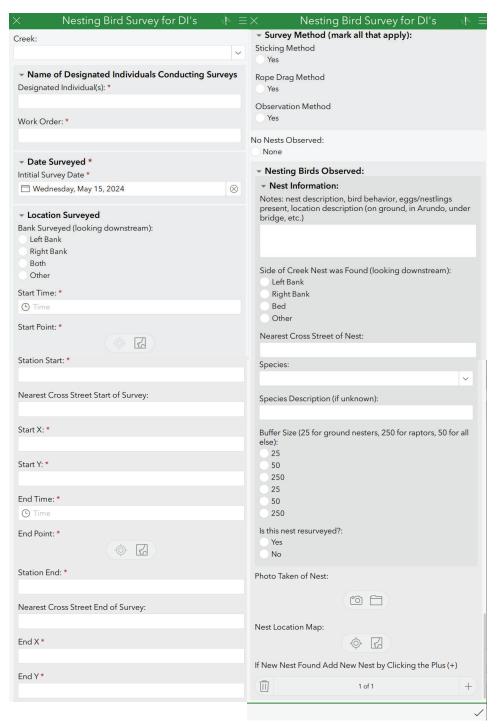
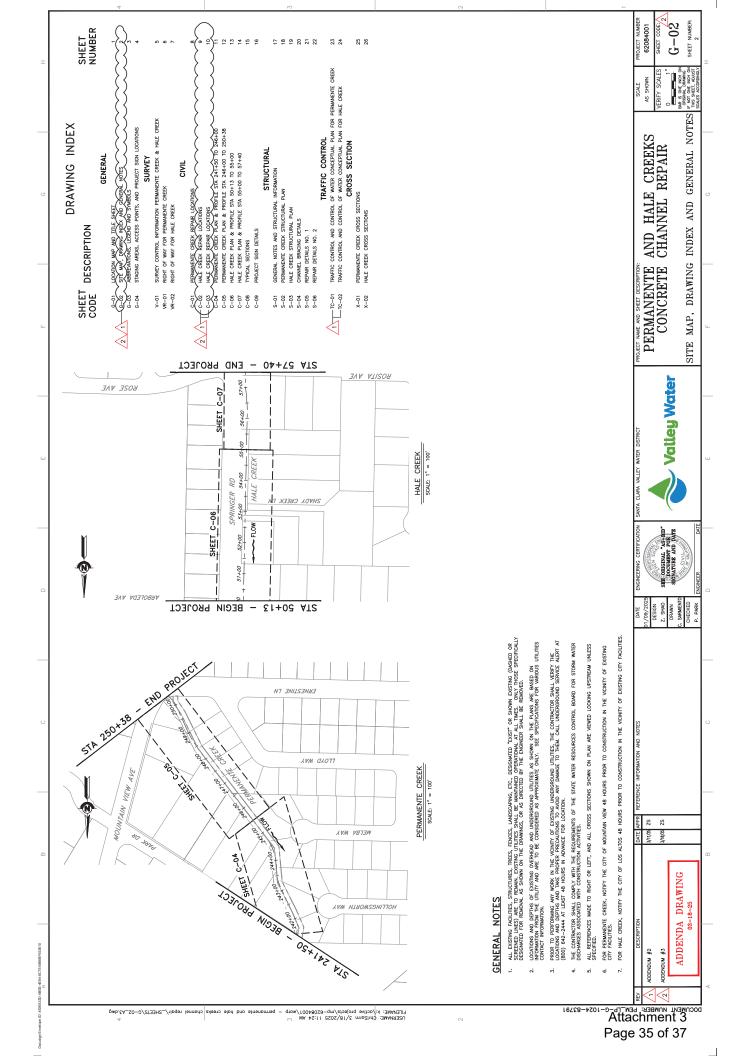


Figure 3 DI Field Survey Data Sheet

ATTACHMENT 2

ADDENDUM NO. 3
TO CONTRACT DOCUMENTS FOR THE
PERMANENTE AND HALE CREEKS CONCRETE
CHANNEL REPAIR PROJECT
Project No. 62084001 Contract No. C0707
Invitation No. VW0537



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