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*Santa Clara Valley Water District*

*Notification of this Addendum is transmitted via email to all current plan holders.*

*This Addendum is posted on the Valley Water website at*

*<https://www.valleywater.org/construction>*

January 29, 2021

**ADDENDUM NO. 1**  
**TO CONTRACT DOCUMENTS FOR THE**  
**UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 2A**  
**Project No. 26174052 Contract No. C0665**

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

**BID DOCUMENTS**

1. **REPLACE** Table of Contents with ATTACHMENT NO. 1 – Revised TOC FOR BID DOCUMENT.
2. **REPLACE** BID FORM NO. 7, item no. 6 with:
  6. Prior Construction Contracts: Bidder must provide at least two (2) construction contracts similar in scope and complexity to this Project that your organization has performed during the last **10 years**. Use the PRIOR CONSTRUCTION CONTRACTS form (page 3 of this Bid Form 7) for each project.”

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**STANDARD PROVISIONS**

3. **REPLACE** Article 3.14.04.C in the Standard Provisions with the following:
  - C. The Escrow Bid Documents of the apparent successful Bidder will be opened and **reviewed** by an appointed member of the District in the presence of the Bidder before the Contract is awarded. The apparent successful Bidder shall attend this **review**.”
4. **REPLACE** Article 3.14.04.D in the Standard Provisions with the following:
  - D. This **review** is to ensure that the Escrow Bid Documents are legible and **sufficient**. It will not include a review of, or constitute approval of, proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. The **review** will not alter any condition or term of the Contract.

Should the **review** indicate that any data is incomplete or missing, the Bidder shall supply the missing information within 24 hours or at such other time as is mutually agreeable."

5. **REPLACE** Article 3.14.05.A in the Standard Provisions with the following:

"A. Upon completion of the **review**, receipt of the apparent successful Bidder's Escrow Bid Documents will be acknowledged in writing by the District. The documents will be placed in escrow for the life of the Contract at an escrow firm within the greater Santa Clara County area chosen by the District. The District will pay for storage and maintenance of the Escrow Bid Documents."

## TECHNICAL PROVISIONS

6. **REPLACE** Article 24.04.04.F with:

"F. If an instrument along the tunnel or at the portal experiences excessive movement and becomes damaged or unable to provide useful data, the Contractor will be instructed to cease Work until the damaged instrument is replaced and new baseline readings established. The Contractor will not be entitled to additional time or compensation for the damaged instrument or associated stoppage of Work."

7. **REPLACE** Article 24.09.01.A with:

"A. The Contractor shall design, furnish, install, and maintain initial ground support for the tunnel using conventional excavation methods. The Contractor shall install the tunnel final lining as indicated on the Drawings and as defined below."

8. **ADD** Article 24.09.02.F as follows:

"F. The final liner is shotcrete applied to the initial ground support for a total thickness of 11 inches, minimum."

9. **REPLACE** Article 24.09.03.F with:

"F. Concrete Invert Slab (Initial and Final):

1. Concrete for the initial concrete slab, also referred to as a mud slab or working slab, shall be classified as minor concrete as defined by Article 24.06.01.C, with a minimum compressive strength of 3,000 psi at 28 days when tested according to ASTM C39. Prepare and test concrete cylinders from each concrete pour in accordance with ACI requirements.
2. Concrete for the final concrete invert slab shall be structural concrete, as defined by 29.06.01.D, with a minimum compressive strength of 4,000 psi at 28 days when tested according to ASTM C39. Prepare and test concrete cylinders from each concrete pour in accordance with ACI requirements.
3. Welded wire fabric shall conform to ASTM A185 and free of contamination and damage."

10. **REPLACE** Article 29.16.01.B with:

"B. The Contractor shall make available, at no additional cost to the Owner, upon 72-hours notification, the services of a qualified field representative of the manufacturer of the curing compound, sealer, or hardener (densifier) to instruct the user on the proper application of the product under the prevailing job conditions. The qualified field representative on-site is to ensure that the Contractor has the correct application equipment, fully versed in Manufacturer's application methodology and she/he is available to answer Contractor / Inspector / Owner questions and is required to be on-site for a minimum of three hours.

The manufacturer representative need only be present at the first use of the product. That is, a manufacturer's representative does not need to be present at each individual application. But if the Contractor changes crews for the next application, the manufacturer's representative shall re-visit the site again to provide training to the new crew for a minimum of three hours."

11. **REPLACE** Article 41.06.07.A with:

"A. Full compensation for all work required for the fabrication, delivery and erecting the Nob Hill Tunnel-Culvert Transition Structure 1 as shown on the Drawings, as specified in these Specifications shall be included in the lump sum price bid for IMPROVEMENTS AT WARREN AVENUE, Bid Item 41-13."

12. **REPLACE** Article 41.06.07.B with:

"B. Full compensation for all work required for the fabrication, delivery and erecting the Nob Hill Tunnel-Culvert Transition Structure 2 and 3 as shown on the Drawings, as specified in these Specifications shall be included in the lump sum price bid for IMPROVEMENTS AT W. DUNNE AVENUE, Bid Item 41-14."

## APPENDICES

13. **REPLACE** Appendix B5 in the TOC:

"B5. CDFW "Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0356-R3, Upper Llagas Creek Flood Protection Project"

14. **ADD** Appendix F10 in the TOC:

"F10. Geotechnical Recommendations for Design of Sound Walls for Hale Avenue Extension Project, Morgan Hill, California by Geo-Logic Associates."

15. **ADD** ATTACHMENT NO. 2, Appendix B5 - CDFW "Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0356-R3, Upper Llagas Creek Flood Protection Project.

## **GENERAL QUESTIONS AND RESPONSES**

### **Question 1. (January 25, 2021)**

Notice to Bidders - The Notice to Bidders states that the sealed Bids must be submitted on Wednesday, February 24, 2021. Due to the complexity of the scope, design and number of involved parties, we respectfully request a four (4) week extension of the project Bid Date to Wednesday, March 24, 2021.

### **Response 1.**

Valley Water has no intension of providing an extension to the bid opening date.

### **Question 2. (January 25, 2021)**

24.09.01.A - Specification Section 24.09.01.A states "The Contractor shall design, furnish, install, and maintain initial ground support for the tunnel using conventional excavation methods and install tunnel final lining." Please confirm that the Contractor is not responsible for the final liner design.

### **Response 2.**

Please see item no. 7 of Addendum no. 1.

### **Question 3. (January 25, 2021)**

TU-9 - Drawing TU-9, Section A, shows the typical finished tunnel with a final shotcrete liner and final concrete invert slab, but does not indicate the final shotcrete liner thickness. Please provide final shotcrete liner requirements.

### **Response 3.**

Please see item no. 8 of Addendum no. 1.

### **Question 4. (January 25, 2021)**

TU-9 and 29.06.01 - Drawing TU-9, Section A, shows the typical finished tunnel with a final shotcrete liner and final concrete invert slab. Is the final concrete invert slab a minor or a structural Cast-In-Place Concrete scope of work as defined in Specification 29.06.01?

### **Response 4.**

The final concrete invert slab is structural cast-in-place concrete (with 4,000 psi strength) as defined in Section 29.06.01.D. The initial invert working slab or initial concrete slab is minor cast-in-place concrete (with 3,000 psi) as defined in Section 24.06.01.C.

Please see item no. 9 of Addendum no. 1 for additional response.

**Question 5.** (January 25, 2021)

The Notice to Bidders requires attendance at a Mandatory Pre-Bid meeting on February 3rd, 2021 in Morgan Hill. Please confirm that attendees who travel from outside the region are considered "Essential Personnel" and will not be required to quarantine in accordance with California and local at home stay health directives.

**Response 5.**

The Upper Llagas Creek Flood Protection Project has been deemed essential work as "Critical Infrastructure" under Paragraph 2.d of the State Regional Stay at Home Order and as "Essential Infrastructure" under the County of Santa Clara Order.

In accordance with the Santa Clara County Mandatory Directive on Travel, Exemptions from Mandatory Travel Quarantine 3.b. Persons traveling solely for the purpose of performing an essential governmental function, as defined by the governmental entity responsible for that function do not need to quarantine following that travel.

**Question 6.** (January 25, 2021)

Our firm is bidding the above-referenced project as a subcontractor. It appears you have a bid item for Non-Native Vegetation Control included in the specifications and a legend on the Demo/Debris and Vegetation Removal plan sheets. However, I cannot seem to find the related scope of work on the plans themselves. Can you direct me to the location/details of this bid item?

**Response 6.**

The legend for Giant Reed and Himalayan Blackberry Plant Control on the Phase 2A D-sheet drawings is non-applicable. There are no areas hatched accordingly on any of the Phase 2A Project drawings, including the D-Sheets and therefore, Giant Reed and Himalayan Blackberry are not species addressed in Article 22.07.01.A.1 for Non-Native Noxious and Invasive Plant Control in accordance with Bid Item No. 22-10. Please refer to Article 22.07 for scope of work for Non-Native Noxious and Invasive Plant Control, Bid Item No. 22-10.

**Question 7.** (January 26, 2021)

The table of contents provided is for the Lower Calera Creek Flood Protection Project - Contract No. C0666, which is not the correct project. Please provide for UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT PHASE 2A - Contract No. C0664.

**Response 7.**

Please see item no. 1 of Addendum no. 1.

**Question 8. (January 26, 2021)**

Tunnel construction specifications section Convergence Points states "Install additional convergence points in area of squeezing ground and at locations requested by the Engineer." Please clarify number of additional points to be installed in area of squeezing ground and at locations requested by the engineer, as well as mechanism for time and payment compensation for the installation of the additional points.

**Response 8.**

See table and note 7 on Project Plan Sheet No. TU-10. Four (4) additional convergence arrays have been identified (CMP-117, CMP-118, CMP-119, and CMP-120) and shall be included in Bid Item 24-1 – NOB HILL TUNNEL – GEOTECHNICAL INSTRUMENTATION AND MONITORING.

**Question 9. (January 26, 2021)**

Tunnel construction specifications section Instrumentation Placement states "If an instrument is considered critical to construction and becomes damaged, the Contractor will be instructed to cease Work until the damaged instrument is replaced and readings established. The Contractor will not be entitled to additional time or compensation for the damaged instrument or associated stoppage of Work. ." Please clarify which instrumentation points are considered critical to construction.

**Response 9.**

The design intent is to monitor for ground movement, particularly along and above the tunnel with low ground cover. Any instrumentation that exceeds the maximum allowable movement identified in Table 24.04.1 will initiate a stop work order to the Contractor. Instrumentation damaged or unable to provide useful data will be identified for replacement as part of the corrective plan of action.

Please see item no. 6 of Addendum no. 1 for additional response.

**Question 10. (January 26, 2021)**

Tunnel construction specifications section Instrumentation Placement states "The Contractor shall make available, at no additional cost to the Owner, upon 72-hours notification, the services of a qualified field representative of the manufacturer of the curing compound, sealer, or hardener (densifier) to instruct the user on the proper application of the product under the prevailing job conditions." Please clarify length of time a qualified field representative of the manufacturer would be on site? What bid item should the associated costs be allocated under?

**Response 10.**

Question No. 10 (part one) - Please see item no. 10 of Addendum no. 1

Question No. 10 (part two): All work including labor, materials, tools, and equipment required to apply concrete hardener shall be included in the work that requires concrete hardening. For example, concrete hardener is shown to be applied at Transition Structure No. 3, on Drawing Sheet S-22C, the Transition Structure No. 3 and concrete hardener shall be included in IMPROVEMENTS AT W. DUNNE AVENUE Bid Item No. 41-14.

**Question 11. (January 26, 2021)**

Volume 1 of 2 Specifications Standard Provisions Section 4.11 A. requires that the Contractor shall have the charge and care of the Work and shall bear the risk of loss until the Acceptance of the Work. Builder's risk coverage ends upon Substantial Completion or when the Work is put to its intended use, whichever occurs earlier. It is not equitable to give the Contractor the risk for loss it cannot insure. Contractor's risk of loss should end upon Substantial Completion or at the point the Work is put to its intended use by the Owner, whichever is earlier. Please amend to:

"Until the Acceptance of the Work Substantial Completion or when the Work is put to its intended use, whichever occurs earlier, the Contractor shall have the charge and care of the Work and of the Material to be used therein and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from non-execution of the Work."

**Response 11.**

No change to the Specifications Standard Provisions Article 4.11 A will be made. In accordance with Article 13.16.01.C.2.h, Builder's Risk shall not be terminated until final acceptance of the project.

**Question 12. (January 26, 2021)**

Volume 1 of 2 Specifications Standard Provisions Section 13.16.01 C. a. requires the Builders' Risk Insurance to provide coverage for "soft costs", however no sublimit was provided. In order to quote coverage for soft costs, the underwriters will need a breakdown of the sublimit by types of fees on a monthly basis. Please provide the sublimit of softs costs required and a monthly breakdown of fees by type and amount and the number of months the coverage limit shall provide coverage for.

**Response 12.**

Soft costs are to be determined by each bidder. Coverage shall stay in place until the Project's Notice of Completion accepted by the Valley Water Board of Directors in accordance with Article 11.01.06, Acceptance of Work.

**Question 13. (January 26, 2021)**

Volume 1 of 2 Specifications Standard Provisions Section 13.16.01 F. 2. a. requires that the Contractor's professional liability policy contains a deductible that is not greater than \$100,000. Deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because there is no financial exposure to the Owner, Contractor's deductibles should be at the sole discretion of the Contractor. Please strike: "If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event;"

**Response 13.**

If a Contractor has a large deductible and is unable to meet the financial requirements of that deductible, the insurance that sits on top of the deductible may not be triggered,

thus exposing the Owner. Therefore, the District will not remove this language. Flexibility for larger deductibles is provided for elsewhere in the requirements.

**Question 14.** (January 26, 2021)

Volume 1 of 2 Specifications Standard Provisions Section 13.16.02 E. gives the District the right to approve, reduce, or eliminate the Contractor's deductibles. Deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because there is no financial exposure to the Owner, Contractor's deductibles should be at the sole discretion of the Contractor. Please strike 13.16.02 E. in its entirety.

**Response 14.**

See Response No. 13 of this Addendum no. 1. This language gives the Owner the flexibility to approve larger deductibles.

**Question 15.** (January 26, 2021)

Volume 2 of 2 Appendices Appendix A5. states that Pollution Legal Liability coverage of \$1,000,000 is required. However, the insurance requirements in 13.16.01 G. of the Special Requirements calls for Environmental Pollution Liability insurance. Pollution Legal Liability Insurance applies to property owner exposures for the existing property and is not intended to cover construction contractor's work at a project site. Contractors have no insurable interest in the existing property and Contractor should not be liable for existing hazardous material at project sites. Pollution Legal Liability is not appropriate for the Contractor and is the owner's risk, the requirement for Pollution Legal Liability must be removed from Appendix A5. Environmental Pollution Liability Insurance is a more appropriate requirement, as it addresses Contractor's liability for exacerbation or mishandling of existing hazardous materials as well as new contaminants introduced by the Contractor.

**Response 15.**

Environmental Pollution Liability is acceptable.

**Question 16.** (January 28, 2021)

Due to the complex nature of this project including the preliminary engineering needed for the Support of Excavation, understanding of the geotechnical & environmental requirements, and quantifying all the lump sum bid items will Santa Clara Valley Water District consider postponing the project bid date by four weeks? This will allow contractors additional time for internal engineering and geotechnical analysis to assist in providing a detailed competitive estimate on a complicated project and allow for additional subcontractor outreach and participation.

**Response 16.**

Please see Response 1 of this Addendum no. 1

**Question 17. (January 27, 2021)**

Due to the short time frame and the complexity of the project, as well as allowing adequate time for subcontractor and supplier solicitation, we respectfully request that the bid date be extended by 4 weeks.

**Response 17.**

Please see Response 1 of this Addendum no. 1

**Question 18. (January 27, 2021)**

Bid Form No.7, Item 6 Prior Construction Contracts requires Bidders to submit at least two contracts similar in scope and complexity performed during the last 5 years. Can this time period be relaxed to 10 years?

**Response 18.**

Please see item no. 2 of this Addendum no. 1

**Question 19. (January 27, 2021)**

Bid Form No.9, Item A.1 Tunnel Subcontractor Experience limits the project description to "one type-written 8-1/2"x11" page, using the attached form (ATTACHMENT ONE) for each project listing." Please clarify if this one 8-1/2" x 11" page is in addition to Attachment One, or whether the project description needs to be contained within the box provided Attachment One.

**Response 19.**

Bidder shall use Bid Form No. 9 Attachment One (page 6 of 6) as the "one type-written 8-1/2"x11" page for each project listed.

THIS ADDENDUM NO. 1, WHICH CONTAINS 9 PAGES AND 2 ATTACHMENTS (12 PAGES), IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:  
  
Rechelle Blank \_\_\_\_\_ Date: 1/29/2021  
0729D65C492A46F...

Rechelle Blank, P.E.  
Deputy Operating Officer  
Watersheds Design and Construction Division

Enclosures:

ATTACHMENT NO. 1: C0665 – TOC FOR BID DOCUMENT  
ATTACHMENT NO. 2: Appendix B5 – CDFW SAA Permit Extension



**UPPER LLAGAS CREEK FLOOD  
PROTECTION PROJECT PHASE 2A**

**Project No. 26174052**

**Contract No. C0665**

*Any unsigned Bid Form(s) may be cause for rejection of bid.*

**I. NOTICE TO BIDDERS**

**II. FORMS DUE AT TIME OF BID SUBMITTAL**

BID FORM NO. 1	Proposal and Bid Items
BID FORM NO. 2	Designation of Subcontractors
BID FORM NO. 3	Noncollusion Affidavit
BID FORM NO. 4	Small Business Outreach Program: Instructions and Compliance Document <b>[NOT USED]</b>
BID FORM NO. 5	Bidder's Bond
BID FORM NO. 6	Iran Contracting Act Bid Certification
BID FORM NO. 7	Bidder's General Information
BID FORM NO. 8	Small Business Outreach Program <b>[NOT USED]</b>
BID FORM NO. 9	Bidders Statement of Qualifications

**III. FORMS DUE BY 5 PM ON THE 3<sup>RD</sup> BUSINESS DAY AFTER BID OPENING**

*TIMELY SUBMISSION OF THESE FORMS IS CONSIDERED MATERIAL BY THE DISTRICT.*

BID FORM NO. 10	Escrow Bid Documents Certification of Completeness
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## ATTACHMENT NO. 2

Appendix B5 - CDFW "Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0356-R3, Upper Llagas Creek Flood Protection Project.



California Natural Resources Agency  
**DEPARTMENT OF FISH AND WILDLIFE**  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
(707) 428-2002  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



January 25, 2021

Mr. Stephen M. Ferranti  
Santa Clara Valley Water District (Valley Water)  
5750 Almaden Expressway  
San Jose, CA 95118

Dear Mr. Ferranti:

**Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0356-R3, Upper Llagas Creek Flood Protection Project**

The California Department of Fish and Wildlife (CDFW) received your request to extend Lake or Streambed Alteration Agreement (Agreement) and extension fee on December 23, 2020, for the above referenced agreement. CDFW hereby grants your request to extend the Agreement expiration from December 31, 2020 to December 31, 2025. All other conditions in the original Agreement dated January 11, 2017 remain in effect.

Copies of the original Agreement and this letter must be readily available at project work sites and must be presented when requested by a CDFW representative or other agency with inspection authority.

If you have any questions regarding this letter, please contact Mayra Molina, Environmental Scientist at (707) 428-2067 or by email at [mayra.molina@wildlife.ca.gov](mailto:mayra.molina@wildlife.ca.gov).

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Brenda Blinn".

D8BB38389E864AD...

Brenda Blinn  
Senior Environmental Scientist (Supervisory)  
Bay Delta Region

cc: California Department of Fish and Wildlife  
Lieutenant Heitzenrater

*Conserving California's Wildlife Since 1870*