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

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March 28, 2022

ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR THE
BOLSA ROAD FISH PASSAGE IMPROVEMENTS PROJECT
Project No. 26044004; Contract No. C0679

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

BID DOCUMENTS

Bid Line Items

1. **ADD** the following Bid Item in the Planet Bid Line Items:

ITEM CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
25	VIBRATION MONITORING	LUMP SUM	1	

INSTRUCTIONS TO BIDDERS

2. **REPLACE** the title of the header with: "Instructions to Bidders ~~Project Labor Agreement~~".
3. **REPLACE** Item No. 1. BIDDING DEFINITIONS, Proposal, in its entirety with the following:

"Proposal: The Proposal states the price for which the Bidder proposes and agrees to perform the Work. See Proposal and Bid Items, ~~Bid Form No. 4~~ **on Valley Water's PlanetBids Vendor Portal at: <https://pbsystem.planetbids.com/portal/48397/portal-home>.**"

4. **REPLACE** Item No. 12. PROPOSAL, Item B., in its entirety with the following:

“B. Payment for the various items listed in the Proposal shall constitute full compensation for furnishing all plant, labor, equipment, appliances, and materials, and performing all operations required to complete all work in conformity with the Contract Documents. All costs for Work not specifically mentioned in the Proposal or within payment clauses shall be included in the Contract prices for the items listed in the Proposal and Bid Items, ~~Bid Form No. 4~~ on Valley Water’s PlanetBids Vendor Portal at: <https://pbsystem.planetbids.com/portal/48397/portal-home>.”

SPECIFICATIONS AND CONTRACT DOCUMENTS

TABLE OF CONTENTS

5. **REPLACE** Table of Contents with:

“TABLE OF CONTENTS (REV 1)” (Attachment No. 1)”

STANDARD PROVISIONS

Section 3. Scope of Work

6. **ADD** Article 3.17. Choice of Law Venue with:

“3.17. Choice of Law and Venue

- A. The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.”

Section 4. Legal Regulations and Responsibility

7. **ADD** Item C. under Article 4.02. Equal Opportunity Requirements with:

“C. Contractor must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Contractor must investigate all complaints directed to it by District. District will refer complaints in writing and Contractor will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of Contractor as well as all consultants, subcontractors, Subconsultants, and material suppliers of Contractor. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Contractor must take prompt, effective disciplinary action against the offender.”

SPECIAL PROVISIONS

Article 17.03.B. Chain Link Fence Along Bank in Christopher Ranch

8. **REPLACE** paragraph B in Article 17.03. Security Requirements at Job Site in its entirety with:

“B. Chain Link Fence Along Bank in Christopher Ranch

1. Contractor will remove existing fencing only as necessary for Project construction. Fencing that is removed will be replaced in-kind at the conclusion of the Project, with the exception of fencing replaced by the maintenance ramp access gate, as approved by the Engineer.
2. Existing fencing that is removed during Project construction will be replaced by temporary fencing daily.
3. Contractor will note that Christopher Ranch is a working facility and its staff is to be warned of, and protected from, Project activities.”

Section 18. Permits and Regulations

9. **ADD** Paragraph E. under Article 18.01.02 Contractor-Obtained Permits and Regulatory Deliverables:

“E. Contractor shall be responsible for obtaining and paying all fees and incidentals required for a County of Santa Clara Tree Removal Permit, in accordance with the applicable ordinance(s), as provided at <https://plandev.sccgov.org/how/apply-permit/tree-removal>.”

10. **REPLACE** Article 18.03.03. Vibration Monitoring in its entirety with:

“18.03.03 Vibration Monitoring—Planet Bid Line Item No. 25

18.03.03.01. Scope

- A. Vibration Monitoring consists of furnishing, installing, and maintaining vibration-monitoring instrumentation; collecting vibration data; and interpreting and reporting the results. The Contractor shall implement required remedial and precautionary measures based on the vibration-monitoring data.
- B. Vibration monitoring shall consist of the means of protecting the following properties from excess vibration during vibration-producing construction activities:
 1. Christopher Ranch, including all structures and infrastructure.
 2. Union Pacific Railroad structures, including railroad bridge and foundation apron.
 3. Bolsa Road adjacent to the Work, from the UPRR railroad bridge to the downstream extent of any construction activity.
- C. Contractor’s compliance with this Article does not relieve the Contractor of full responsibility for damage caused by the Contractor’s operations.

18.03.03.02. Personnel

- A. The Contractor's vibration-monitoring personnel, which include those persons, firms, or entities providing vibration monitoring, recording, documentation and the production of the reports, shall have the qualifications specified herein. These personnel may be on the staff of the Contractor. However, they shall not be employed nor compensated by subcontractors, or by persons or entities hired by subcontractors, who will provide other services or material for the Project.
- B. The Contractor's vibration-monitoring personnel shall include a qualified Vibration Instrumentation Engineer who is a registered Professional Engineer in the State of California, and who has at least 4 years of experience in the installation and use of vibration-monitoring instrumentation and in interpreting instrumentation data. The Contractor's vibration-monitoring personnel shall be subject to the review of the Engineer. The Vibration Instrumentation Engineer shall:
 - 1. Be on site and supervise the initial installation of each vibration-monitoring instrument.
 - 2. Supervise interpretations of vibration-monitoring data.
 - 3. Prepare and submit the Vibration Monitoring Plan

18.03.03.03. Vibration Monitoring Plan

- A. Prior to performing any vibration monitoring, including the baseline vibration monitoring, and during significant impact work, the Contractor shall submit to the Engineer for review and approval a written plan detailing the procedures for vibration monitoring. Details shall include:
 - 1. The name of the firm providing the vibration monitoring services.
 - 2. Roles and resumes of the personnel providing the vibration monitoring services.
 - 3. Description of the instrumentation and equipment to be used.
 - 4. Measurement locations and methods for mounting the instrumentation to the ground.
 - 5. Procedures for data collection and analyses.
 - 6. Means and methods of providing warning when particle velocity equals to or exceeds specified limits.
 - 7. The responsible person designated by the Contractor.
 - 8. A contingency plan for alternative construction methods when particle velocity equals to or exceeds specified limits.

18.03.03.04. Material

- A. The vibration monitoring equipment shall be capable of continuous operation with instant monitoring results and shall conform to the following requirements:
 - 1. The velocity sensing transducers shall be capable of time-domain monitoring of vibration velocities in digital format on the three perpendicular axis (i.e., V_x , V_y , and V_z) simultaneously.
 - 2. Frequency response of the velocity transducers and data acquisition equipment shall cover the range from 2 Hz to more than 200 Hz (± 3 dB points). Seismic range shall be 0.01 to 4 inches per second with an accuracy of ± 5 percent or better of the measured peak particle velocity at frequencies between 10 Hz and 100 Hz, with a resolution of 0.01 inches per second or less.
 - 3. Velocity transducers shall be field calibrated prior to use.
 - 4. The data acquisition equipment shall be capable of simultaneously recording individual velocity transducers, in digital format, time-domain data (i.e., time vs. particle velocity) for each of the transducers with an interval of one (1) minute or less.

18.03.03.05. Placement

- A. The vibration monitoring equipment shall be furnished and installed by the Contractor at the facilities designated herein when significant work occurs within two hundred (200) feet of the said facilities. The 200 feet shall be measured from the source of vibration such as the top of bank nearest to the actual demolition work, the location of the equipment, the location or from the point of probable impact of any fallen elements, materials, equipment, shoring, or debris.
- B. At the above listed locations, vibration monitoring and recording shall be performed within two hundred (200) feet of any structure on the locations specified in Article 18.03.03.01 during significant impact work as determined by the Engineer. At a minimum, all demolition and shoring installation, shall be considered as significant impact work and shall be monitored as provided herein.
- C. Initial vibration monitoring prior to start of vibration-producing activity shall establish the baseline for all subsequent recordings. The baseline recordings shall consist of uninterrupted recordings for a period of not less than twenty-four (24) hours at the above listed locations. The Contractor shall have the equipment in place and functioning properly prior to any construction activity. No construction activity shall occur unless monitoring equipment is functioning properly.
- D. The equipment shall be set up in a manner such that an immediate warning is given when the resultant peak particle velocity equal to or exceeding 0.2 inches per second is produced. The warning emitted by the vibration monitoring equipment shall be instantaneously transmitted to the responsible person designated by the Contractor by means of warning lights, audible sounds, or

electronic transmission. The responsible person shall have the authority to stop the work causing the vibration.

- E. Monitoring equipment shall be stationed within three (3) feet of the exterior of designated buildings on Christopher Ranch and as close to three (3) feet as security allows to UPRR structures and Bolsa Road on the side facing the Contractor's work site. For buildings whose frontage on the work site exceeds two hundred (200) feet, at least 2 monitors shall be utilized at that location. For properties and structures as specified, monitoring equipment shall be stationed beginning and ending at the extreme ends of the construction shown and no more than five hundred (500) feet apart within that stationing on the frontage sides to the work site.

18.03.03.06. Data Collection

- A. The vibration shall be monitored continuously by the responsible person designated by the Contractor while significant impact work is in progress. The vibration monitoring equipment at each location shall operate continuously.
- B. The vibration monitoring data shall be recorded contemporaneously and plotted continuously in ink on graph by the data acquisition equipment. The graph shall conform to the following:
 - 1. Each graph shall show time-domain wave traces (particle velocity versus time) for each transducer.
 - 2. The graph shall have the same vertical and horizontal axis scale.
 - 3. The resultant particle velocity shall be plotted on the graph instantaneously.
- C. The equipment shall be set up in a manner such that an immediate warning is given when the resultant peak particle velocity is equal to or greater than 0.5 inches per second. The peak particle velocity shall be derived from the component particle velocity V_x , V_y , and V_z and shall be equal to the square root of the sum of $V_x^2 + V_y^2 + V_z^2$.
- D. Whenever the peak particle velocity reading on monitoring equipment equals to or exceeds 0.2 inches per second, the Contractor shall notify the Engineer immediately and discuss a response action for approval by the Engineer. The response action will prevent exceeding a particle velocity of 0.3 inches per second.
- E. When the peak particle velocity reading on monitoring equipment equals to or exceeds 0.3 inches per second, work shall immediately cease, and the Contractor shall implement the approved contingency plan to reduce and maintain the monitoring equipment reading below 0.3 inches per second before resuming work.

After the completion of the baseline vibration monitoring and vibration monitoring during significant vibration-producing work at each of the locations designated herein, the Contractor shall submit to the Engineer a daily report documenting the results of the vibration monitoring. Each building or structure

shall have a separate report. The reports shall include details of particle velocity exceedances and actions taken. The reports shall be signed by an engineer who is registered as a Civil Engineer in the State of California, who is experienced in, and who has expertise in, the field of vibration monitoring. The report shall include the following:

1. Project identification, location, project name as shown on the Plans.
 2. Location of monitoring equipment, including D-line stationing of monitored structure.
 3. Location of vibration source (i.e., demolition activity).
- E. The District will retain an amount equal to fifteen (15) percent of the estimated value of the work performed during the estimate period in which the Contractor fails to submit the vibration monitoring reports conforming to the requirements of this Section, as determined by the Engineer.
- F. The Contractor shall obtain written permission from each property owner prior to entering the property for the purpose of performing the work specified in this Section. The Contractor shall provide to the Engineer a copy of all such permissions or refusals by property owners.

18.03.03.07. Submittals

- A. Vibration Monitoring Plan
- B. Daily Reports documenting the results of monitoring

18.03.03.08. Payment

- A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involving vibration monitoring, as specified in these Specifications, and as directed by the Engineer, shall be included in the lump sum price bid for VIBRATION MONITORING, Planet Bid Line Item No. 25.
- B. Additional areas to receive vibration monitoring will be paid for as extra work.”

Section 19. Environmental

11. **REPLACE** the title of Article **19.01.02. Storm Water BMPs** with:

“19.01.0.2. Storm Water and Environmental Protection BMPs”

12. **REPLACE** paragraphs C and E in Article 19.04. Water Pollution Discharges in its entirety with:

“C. Contractor shall monitor the weather forecast for precipitation and shall not conduct work below the top of the creek banks during any day in which the National Weather Service has predicted a 25 percent or more chance of at least 0.1 inch of rain in 24 hours. Contractor shall install effective erosion control, sediment control, and other protective measures no later than the day prior to the predicted rain event. Work may

resume after the National Weather Service forecasts a 20% or less chance of rain for 72 hours, and site conditions are dry enough to continue work without discharge of sediment or other pollutants from the Project site.””

“E. Only a Qualified Biologist, with all necessary State and Federal permits, may relocate all fish/amphibians within the work site prior to dewatering. Captured fish/amphibians shall be moved to the nearest appropriate site on the stream. The Contractor shall maintain a record of all fish/amphibians captured and moved, and the record shall be provided to Valley Water.”

13. **ADD** paragraph F in Article 19.04. Water Pollution Discharges as follows:

“F. The Qualified Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded native aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets, and by hand. Captured native aquatic life shall be released immediately in the closest body of water adjacent to the work site. Only a Qualified Biologist with the necessary permits issued by CDFW and/or National Marine Fisheries Service can supervise the relocation of listed species. Handling of said listed species shall be restricted solely to a Qualified Biologist with the necessary permits issued by CDFW and/or NMFS. The Contractor shall report relocation activities to Valley Water within of relocation activities. Once water is absent from the work area, the Qualified Biologist may monitor work activities.”

14. **REPLACE** Article 19.07 Qualified Biologist in its entirety with:

“19.07 Qualified Biologist and Certified Arborist

A. Qualified Biologist

1. Contractor shall employ a biologist meeting the qualifications of a Qualified Biologist as listed in Article 19.07A.3. to supervise all biological resource Work for the Project. More than one individual may be required to comply with the requirements for a Qualified Biologist. At any time during the Contract, Valley Water reserves the right to request a replacement biologist due to nonperformance or for reasons outlined in Standard Provisions Article 3.04. Character of Workers.
2. Contractor shall provide the names and resumes of all Qualified Biologists to Valley Water for review and approval at least fourteen (14) days prior to the start of construction. Resumes shall include educational background, description of experience with focal species (e.g., tagging, handling, observational surveys, electrofishing, relocation, etc.), including the number of hours'/years' experience per species, trainings/workshops, and certificates or related credentials. Include experience with different life stages of a species, when applicable. Valley Water will coordinate biologist approval with CDFW, per the terms of the Streambed Alteration Agreement.
3. The Qualified Biologist shall be a Plant or Wildlife Biologist, or person holding similar title, who shall have a minimum of five (5) years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two (2)

years conducting surveys for each species that may be present within the Project area or specialized certification requirements (e.g., handling permit). The Qualified Biologist shall be capable of conducting a biological assessment and possesses the following qualifications:

- a. Experience with and ability to conduct biological literature reviews; systematically acquire, critically analyze and interpret ecological data sets and sources; perform field studies (including the use of standard mapping and sampling methods); and synthesize results from multiple data sources and types;
 - b. Knowledge of federal, state and local laws, regulations and ordinances governing special status species, non-native species, natural communities, wetlands, riparian habitats, and Waters of the U.S.; and at a minimum, possess a Bachelor of Science; Bachelor of Arts or equivalent degree from an appropriately accredited institution in, botany, wildlife biology, fisheries, or a related field.
 - c. Educational and professional training in ornithology, habitat assessment, and migratory bird regulations; and shall be familiar with the species of birds and bird resources likely to be encountered on the Project.
 - d. Experience to identify sensitive species and habitats, implement protocols, collect and organize data, and be capable of making appropriate decisions in the field. A minimum of one year of experience is required in performing biological, ecological or related scientific research for each required discipline.
 - e. Training, experience, and qualifications to perform the tasks of Articles 19.08. Migratory Birds, 19.09. Other Wildlife Species and Fish Species, and Article 19.10. Sensitive Plants and Vegetation. The Qualified Biologist shall supervise all migratory bird-related activities and compliance under Article 19.08. Migratory Birds.
4. Contractor shall cooperate with Valley Water Biologist and be aware of migratory bird nesting seasons and variability; monitor the Project site; perform preventative and deterrence measures to prevent birds from nesting; preserve and protect pre-established protective buffer zones; perform surveys to determine the potential for protected species to be in the Project area; establish new protective buffer zones around unprevented nests, as required; periodically monitor to assure the adequacy of the compliance measures; and perform any other work as specified herein to comply with all applicable statutes.
 5. Contractor's Qualified Biologist will monitor regulatory compliance and coordinate with the Engineer, in conformance with this Article and all applicable permit conditions.

B. Certified Arborist

1. Contractor will employ an arborist meeting the qualifications of a Certified Arborist to supervise all tree related resource Work for the Project (tree trimming for overhanging growth or access, root pruning, tree protection measures, and tree removal). More than one individual may be required to comply with the requirements for a Certified Arborist.
2. The Certified Arborist will be an ISA-certified arborist or an ASCA Registered Consulting Arborist. Contractor will provide the names and resumes of all Certified Arborists to Valley Water for review and approval at least fourteen (14) days prior to the start of construction.”

TECHNICAL PROVISIONS

Section 23. Preparatory Work

Article 23.02. Clearing and Grubbing—Planet Bid Line Item No. 2

15. **REPLACE** paragraphs 1 and 6 in Article 23.02.B. Materials and Placement in its entirety with:

“1 The Contractor shall clear and grub the designated areas of all unsuitable materials such as trees, snags, bushes, undergrowth, hedges, heavy growth of grass or weeds, Arundo donax, debris, and rubbish, with the exception of material referenced in Article 23.02.A.7., above, natural obstructions, or such material which, in the opinion of the Engineer, is unsuitable, and only to the extent necessary to accommodate the work and in conformance with the notes and details shown on the Drawings. Vegetation shall not be removed by excavation or cutting stems below ground level, unless the area is specified for bank excavation or recontouring. If Arundo donax is removed within the Project limits but outside the area specified for bank excavation or recontouring, the stems immediately shall be treated with herbicide to prevent resprouting, in accordance with Article 25.04.E. All cleared and grubbed materials shall become the property of the Contractor and removed and legally disposed of off the Project site to a location provided by the Contractor. No trees or growth shall be trimmed back unnecessarily.”

“6. The Contractor shall preserve and protect all trees not approved to be removed. The Contractor shall protect trees not to be removed with temporary protective fencing in areas subject to construction impacts and as directed by the Engineer. Fencing, under the direction of the Certified Arborist, is to create a Tree Protection Zone (TPZ) to protect the root zone from compaction. The minimum TPZ radius around the tree will be a radius equivalent to trunk diameter in inches converted to a radius in feet. As an example, a twelve (12) inch trunk diameter requires a twelve (12) foot TPZ radius. Equipment and materials shall be staged outside of TPZ.

Valley Water has marked the trees to be removed. Disturbance or removal of vegetation necessary to complete operations shall not exceed the requirements outlined in the Drawings or as directed by the Engineer. Vegetation outside the construction corridor or the preservation areas shall not be removed or damaged without prior consultation and approval from the Engineer. Removal of vegetation outside of Valley Water rights of way is strictly prohibited. Where feasible, hand tools (chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work sites. Heavy equipment will not be used to prune trees and shrubs

designated for protection. Removal of brush, vines, and shrubs (including poison oak) may be done with equipment, but cuts are to be cleaned up with sharp pruning tools by hand once clearing is completed.

Restrict stripping of topsoil around trees to the greatest extent feasible. Do not remove more than 12 inches of the surface soil layer within ten (10) feet of trees to be preserved. If rootzone protection is not feasible, wrap the trunk with straw wattles or set straw or hay bales and identify these measures with orange flagging to avoid injuries to tree trunks. Remove straw and hay at the end of Project.

Avoid excessive grading and compaction in vicinity of large mature trees.

Avoid changing drainage or surface flow characteristics so that neither water nor soil accumulates around the base of tree trunks.

Where roots have been exposed by erosion, fill soil will be placed on top of the exposed roots.”

16. **REPLACE** paragraph 7.c in Article 23.02.B. Materials and Placement in its entirety with:

“c. All existing trees not approved for removal, which require root or limb pruning for construction clearance or to correct accidental damage which occurred during construction shall be pruned correctly such that health status is maintained, and no post-construction impacts accrue. Correct pruning limits removal to not more than 25% of the existing tree canopy in one season. Pruning shall be consistent with the following guidance documents or their updates:

1. ‘Best Management Practices- Pruning, 3rd Edition’ (ISA 2019)
<https://www.isa-arbor.com/store/product/58/>
2. ANSI A300, Part 1, Pruning (ISA 2017)
http://www.tcia.org/TCIA/Build_Your_Business/A300_Standards/A300_Standards.aspx?hkey=96ef3b27-af56-4ada-8670-d848787d1e30&WebsiteKey=b9a41e1f-978d-4585-9172-c411c78c5c14.”

17. **REPLACE** paragraph 7.e in Article 23.02.B. Materials and Placement in its entirety with:

“e. Any tree roots two (2) inches or greater in diameter which have to be removed or are damaged during construction operations shall be cut cleanly with appropriate hand-held equipment (sharp, sanitary tree pruners or clippers) at the edge of the excavation. Cover exposed roots with wet burlap if trenches/excavations remain exposed.”

Article 23.04. Control of Water—Planet Bid Line Item No. 4

18. **ADD** to Article 23.04.A. Scope of Work the following paragraphs A.4. and A.5.:

- “4. Contractor will note that the terms “dry” and “in the dry” refer to conditions of the work area in native material such that the work is not impeded nor adversely impacted. Satisfying those conditions is made a part of this Article 24.03.
5. Contractor is advised that water captured from dewatering and water pollution prevention may be used for other construction purposes if appropriately treated for controlling pollutants.”

19. **REPLACE** paragraph 3 in Article 23.04.C. Placement in its entirety with:

- “3. The Contractor shall be responsible for the design, construction, and operation of dewatering systems and diversion systems to maintain dry conditions in excavations, as necessary to complete the work as shown on the Drawings, including placement of fill materials to the design grades and specified levels of compaction.
- a. Placement of rocks, granular materials such as streambed fill, and wood in the streambed may be made with some water in the excavations, provided that the presence of water does not interfere with inspection of the work, placement to the lines and grades indicated on the Drawings, compaction requirements for backfill, or control of sediments.
 - b. All in-take pumps associated with the water diversion system and/or cofferdam isolation areas shall be fitted with screen mesh that shall not exceed 3/32 inch (2.388 mm) for woven wire or perforated plate screens, or 0.0689 inch (1.75 mm) for profile wire screens with a minimum 27% open area. If fry-sized aquatic species are not present as determined by the Qualified Biologist, screen mesh openings shall not exceed 1/4 inch (6.35 mm) for woven wire, perforated plate screens, or profile wire screens with a minimum 40% open area. A clear escape route should exist around the water diversion or cofferdam isolation areas for aquatic species. The screen system shall be inspected daily and approved as functioning by the Qualified Biologist before initiating work within the isolated areas.”

20. **REPLACE** paragraph 1 in Article 23.04.E. Submittals in its entirety with:

- “1. The Contractor shall submit a proposed plan for control of water at least twenty-one (21) calendar days before the planned start of construction activities. This plan shall include a water diversion and dewatering plan. The plan shall include background information on the Project site to be used for calculations and drawings of proposed methods and equipment, operations, maintenance, and monitoring. Rationale for the methods selected shall be included. Identify site constraints. Note that this plan must be submitted to the Engineer and approved by the regulatory agencies in accordance with the permits.”

Section 24. Earthwork

21. **ADD** to Section 24. Earthwork new Article 24.001. General with:

“Article 24.001. General

- A. Contractor shall prepare for review and approval by the Engineer prior to commencement of construction, a Rock Placement Plan to address rock handling and placement in accordance with Articles 24.07, Rock Slope Protection and Article 24.09, Constructed Riffle, Pool and Bankful Bench. This Plan will include, but not be limited to:
 1. Sequence of work,
 2. Rock source(s), delivery, staging, sorting of specified rock, transport to installation location,

3. Methodology and process for pre-work for rock locations and for rock placement for each Article of Section 24,
 4. Descriptions of how Caltrans rock placement methods A and B will be implemented,
 5. Methods to protect trees that are not to be removed and that are located in bank stabilization and other construction areas,
 6. Equipment to be used,
 7. Access means to creek, and
 8. Accommodation for willow pole cuttings installation.
- B. Contractor shall utilize a full-time Global Positioning System (GPS) to locate and verify construction elements including, but not limited to, rock and embankment fill placement. The GPS will allow location accuracy to ± 2 cm horizontally and ± 3 cm vertically. Equipment to be used will be presented in the Rock Placement Plan for review and approval by the Engineer. Contractor will demonstrate this accuracy within the Project construction site to the Engineer prior to commencement of the affected construction. GPS results will become Record Documents. The GPS does not replace Project survey requirements in Articles 3.05, Layout of Work and Surveys, 15.04, Construction Survey, or 24.10, Maintenance Access Ramps.”

Article 24.01. Channel Excavation—Planet Bid Line Item No. 5

22. **REPLACE** paragraph 1 in Article 24.01.A. Scope of Work in its entirety with:

- “1. Channel excavation shall consist of all excavation, transporting and disposing of surplus earth material, as necessary to construct the rock riffles, rock lined pool bottom. This also includes channel transitions, and all other miscellaneous excavation and grading not included in other items of work to the lines and grades as shown on the Drawings, as specified in these Specifications and as directed by the Engineer.”

23. **REPLACE** paragraph 2 in Article 24.01.C. Testing and Submittals in its entirety with:

- “2. Water generated from dewatering operations shall be tested as required by the Project permits and in accordance with local, state, and federal laws, to determine proper legal disposal. Testing and disposal will be paid under Article 23.04.G.”

24. **REPLACE** paragraph 1 Article 24.01.E. Payment in its entirety with:

- “1. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required for channel excavation and off-haul and disposal of unsuitable material shall be included in the unit price bid per cubic yard for CHANNEL EXCAVATION—Planet Bid Line Item No. 5.”

Article 24.02. Channel Embankment Fill—Planet Bid Line Item No. 6

25. **REPLACE** paragraph 4 in Article 24.02.C. Placement in its entirety with:

- “4. Channel Embankment Fill (Fill) shall be evenly placed covering Rock Slope Protection (Article 24.07) and covering Bankfull Benches (Article 24.09.C.16). Fill shall be

tamped with bucket and jetted with water to inject the fill into the interstices of the rock. All interstices shall have Fill injected. Fill shall be added and tamped as necessary to allow Fill to be injected into all interstices. Fill shall NOT be jetted into the interstices until immediately prior to the hydroseeding of all surfaces. See Article 25.01.A. Contractor's attention is directed to Article 19.01. Compliance with NPDES General Permit regarding the prevention of turbid water runoff from jetting operations for 24.07 Rock Slope Protection and 24.09 Bankfull Benches."

Article 24.07. Rock Slope Protection—Planet Bid Line Item Nos. 8, 11 and 12

26. **REPLACE** paragraph in Article 24.07.A. Scope of Work in its entirety with:

"2. Contractor's attention is directed to the existing right of way of the UPRR bridge, trackway, and downstream foundation apron. Under no circumstances shall the Contractor enter, damage, or impede this right of way."

27. **ADD** paragraph 8 in Article 24.07.C. Placement.:

"8. Adjust the location of rock slope protection placement to avoid the trunks of trees to be preserved. Where riffles and other improvements cannot be relocated, rock may be placed around the trunk so long as a gap of 1 ft. is present between the tree trunk and rock."

Article 24.09. Constructed Riffle, Pool, and Bankful Bench—Planet Bid Line Item Nos. 9, 10, 23, and 24

28. **REPLACE** paragraph 20 in Article 24.09.C. Placement in its entirety with:

"20 Contractor will adjust the location of riffle placement to avoid the trunks of trees to be preserved. Where riffles and other improvements cannot be relocated, rock will be placed around the trunk with a gap of one (1) foot between the tree trunk and rock. Contractor's attention is directed to Article 24.02.C.5., of these Specifications for direction in making minor adjustments in riffle location to avoid impacts to vegetation."

Article 24.10. Maintenance Access Ramps—Planet Bid Line Item No. 21

29. **REPLACE** paragraph 3 in Article 24.10.B. Materials and Placement in its entirety with:

"3. Access road fill material shall be placed in lifts of eight (8) inches and moisture conditioned to between -1 and +3% of the optimum moisture content. The fill shall be compacted to a minimum dry density of 90% of the maximum laboratory dry density determined by ASTM Method D1557, unless otherwise noted in these Specifications or as directed by the Engineer."

CONSTRUCTION PLAN SHEETS AND REVISED MAP

30. **REPLACE** the following plans with the sheets in Attachment No. 2:
- a) G-02 (Sheet 2 of 40) SITE MAP, DRAWING INDEX, GENERAL NOTES AND DESIGN NOTES
 - b) C-04 (Sheet 12 of 40) TYPICAL SECTIONS

THIS ADDENDUM NO. 1, WHICH CONTAINS 15 PAGES AND 2 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Bhavani Yerrapotu

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Date: 3/28/2022

Bhavani Yerrapotu, P.E.
Deputy Operating Officer
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ENCLOSURE(S):

ATTACHMENT NO. 1: Table of Contents (REV 1)

ATTACHMENT NO. 2: REVISED CONSTRUCTION PLAN SHEETS: G-02, C-04

ATTACHMENT 1

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APPENDIX A

- Agreement
- Payment Bond
- Performance Bond
- Escrow Agreement for Security Deposits in Lieu of Retention
- Vaccination Status Certification

Appendix B

- Permissions to Enter

Appendix C

- Basis of Design Report

Appendix D

- Valley Water Fee and Easement

Appendix E

- Guidelines for Contractor's As-Built Markups

Appendix F

- Solid Materials Management Report Form

Appendix G

- Environmental Permits

Appendix H

- Tree Assessment Report

Appendix I

- Bolsa Road Fish Passage Improvement Project
- Biological Site Assessment

Appendix J

- Geotechnical Investigation Christopher Ranch

ATTACHMENT 2

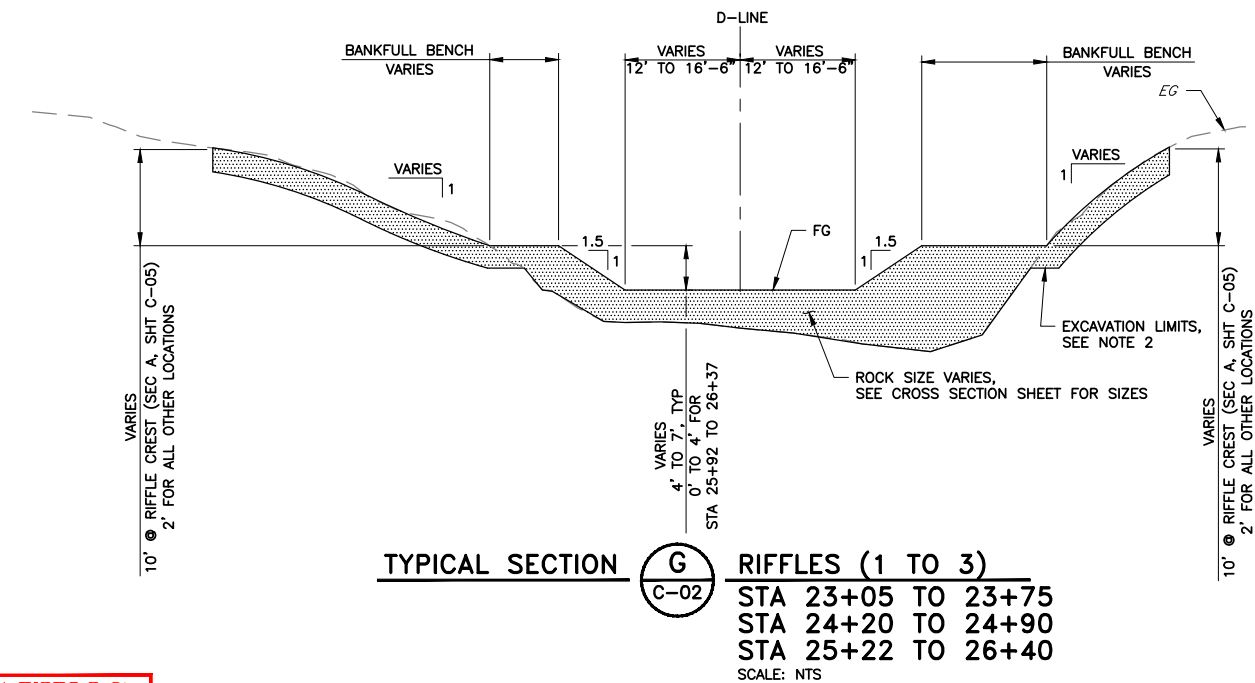
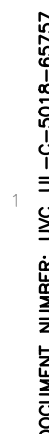
REVISED CONSTRUCTION PLAN SHEETS: G-02, C-04


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1. EXISTING UTILITIES FROM AS-BUILT DRAWINGS SHOWING APPROXIMATE LOCATIONS AND TO BE VERIFIED BY CONTRACTOR.
2. PARCEL INFORMATION FROM SCVWD GIS MAPS AND TO BE VERIFIED BY LAND MAPPING AND RIGHT OF WAY UNIT.
3. ALL EXISTING FACILITIES, STRUCTURES, TREES, FENCES, LANDSCAPING, ETC., DESIGNATED "EXIST" OR SHOWN EXISTING (DASHED OR SCREENED LINES) ARE TO REMAIN. EXISTING UTILITIES SHALL BE MAINTAINED OPERATIONAL AT ALL TIMES. ONLY THOSE SPECIFICALLY DESIGNATED FOR REMOVAL AS SHOWN ON THE DRAWINGS, OR AS DIRECTED BY THE ENGINEER SHALL BE REMOVED.
4. LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLANS ARE BASED ON INFORMATION FROM THE UTILITY AND ARE TO BE CONSIDERED AS APPROXIMATE ONLY.
5. PRIOR TO PERFORMING ANY WORK IN THE VICINITY OF EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL VERIFY THEIR LOCATIONS AND DEPTHS AND TAKE PROPER PRECAUTIONS TO AVOID ANY DAMAGE TO THEM. CALL UNDERGROUND SERVICE ALERT AT (800) 642-2444 FOR LOCATION.
6. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
7. ALL REFERENCES MADE TO RIGHT OR LEFT, AND ALL CROSS SECTIONS SHOWN ON PLAN ARE VIEWED LOOKING UPSTREAM.
8. THE CONTRACTOR SHALL INSTALL TEMPORARY FENCES AND OTHER WARNING SIGNS OR DEVICES AS SHOWN ON THE DRAWINGS.
9. ALL INCIDENT SOILS REMOVED FROM THE PROJECT SITE ARE TO BE PROPERLY TESTED PRIOR TO DISPOSAL (SEE SPECIFICATIONS). LIMITED TO SAN FRANCISCO BAY WATERSHED. REMOVAL OF SOILS TO BE IN ACCORDANCE WITH ALL STATE AND FEDERAL LAWS.
10. THE WORK INCLUDES CONSTRUCTING ROCK SLOPE PROTECTION, CONSTRUCTING RIFFLES, ACCESS ROADS, PLACING FILL, AS DESCRIBED IN THESE PLANS AND IN THE PROJECT SPECIFICATIONS AND AS NEEDED TO COMPLETE CONSTRUCTION.
11. THE WORK SHALL COMPLY WITH ALL PERMIT REQUIREMENTS INCLUDING, BUT NOT LIMITED TO DEWATERING OF THE WORK AREA, AVOIDANCE OF SENSITIVE HABITAT AREAS, BIOLOGICAL EXCLUSION FENCING AND COORDINATION WITH BIOLOGICAL MONITORING CONSULTANTS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES. SPECIAL SAFETY PRECAUTIONS TO BE TAKEN WHEN WORKING IN THE VICINITY OF GAS, OIL AND ELECTRICAL LINES.
13. TREES AND BRUSH NOT SHOWN ON THESE PLANS WILL BE ENCOUNTERED DURING CONSTRUCTION. THE ENGINEER OR BIOLOGICAL MONITORS SHALL IDENTIFY AND FLAG ALL TREES TO BE PROTECTED FROM DAMAGE PRIOR TO CONSTRUCTION.
14. ALTERATION OR DISTURBANCE OF MATURE TREES SHALL BE MINIMIZED TO THAT NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL KEEP DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS SHOWN IN THESE PLANS UNLESS APPROVED BY THE ENGINEER.
15. THE CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCE NOTICE TO THE ENGINEER PRIOR TO ANY REQUIRED INSPECTION.
16. CONSTRUCTION MATERIAL AND EQUIPMENT STAGING AREAS SHALL BE LOCATED AS SHOWN IN THESE PLANS. CONSTRUCTION EQUIPMENT SHALL NOT BE STORED OUTSIDE OF IDENTIFIED STORAGE AREAS, UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROTECT ALL CONSTRUCTION MATERIALS FROM DAMAGE AT ALL TIMES.
17. TO PREVENT THE INTRODUCTION OF PLANT PATHOGENS, PRIOR TO MOBILIZATION ON-SITE INCLUDING STAGING AREAS AND CHRISTOPHER RANCH ACCESS ROADS, CONTRACTOR SHALL DECONTAMINATE THEIR EQUIPMENT.
 - A. VEHICLES, HEAVY MACHINERY, AND LARGE TOOLS (SUCH AS EXCAVATORS, TRENCHERS, GRADERS, INCLUDING TIRES, TRACKS, UNDERCARRIAGE OF ON-SITE VEHICLES, AND THEIR TOOLS AND IMPLEMENTS) SHALL BE CLEANED FREE OF DEBRIS AND SOIL WITH HIGH PRESSURE WASHER AND/OR COMPRESSED AIR FROM ANY PRIOR WORK SITE PRIOR TO ARRIVING AT THE PROJECT SITE.
 - B. FOOTWEAR AND SMALL TOOLS (SUCH AS HAND TOOLS, SHOVELS, TROWELS, HOES AND PERSONNEL BOOTS) SHALL BE THOROUGHLY CLEANED OF DEBRIS AND SOIL PRIOR TO USE WITHIN THE PROJECT SITE.
 - C. EQUIPMENT AND TOOLS MOVED OFF-SITE AND RETURNED FOR LATER USE WILL AGAIN REQUIRE DECONTAMINATION BY THE CONTRACTOR.
18. EQUIPMENT SHALL BE CHECKED AT THE BEGINNING AND END OF EACH WORK DAY FOR LEAKS.
19. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO PETROLEUM PRODUCTS, HYDRAULIC FLUID, SEDIMENTS, CHEMICALS OR ANY OTHER TOXIC MATERIALS ARE ALLOWED TO ENTER OR LEACH INTO THE CREEK OR WETLANDS.
20. IF AT ANY TIME DURING CONSTRUCTION, FISH ARE OBSERVED IN DISTRESS, A FISH KILL IS OBSERVED OR WATER QUALITY PROBLEMS DEVELOP, OPERATIONS SHALL CEASE AND THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. WORK SHALL NOT RESUME UNTIL FURTHER APPROVAL BY THE ENGINEER.
21. EROSION AND SEDIMENT CONTROL METHODS SHALL BE USED TO PREVENT SILT FROM ENTERING THE CREEK. DUE TO CONSTRUCTION ALL ACCESS POINTS TO THE CHANNEL WILL BE RE-CONTOURED BACK TO PRE-PROJECT CONDITIONS AND FINISHED WITH EROSION CONTROL FABRIC AND RIPARIAN PLANTINGS UPON COMPLETION OF THE CONSTRUCTION.
22. IN GENERAL THE WORK SHALL BE SEQUENCED AND PERFORMED IN A MANNER THAT MINIMIZES IMPACTS TO THE CREEK, EXISTING VEGETATION, AQUATIC AND RIPARIAN ECOSYSTEM, THE PROJECT SITE, ADJACENT PRIVATE PROPERTY AND INFRASTRUCTURE.
23. WORK ON CONSTRUCTED RIFFLES AND LOW FLOW CHANNEL BETWEEN RIFFLES SHALL BE SEQUENCED AND PERFORMED IN A MANNER THAT IS CONSISTENT WITH SUCCESSFUL INSTALLATION OF ROCK WEIRS OR RIFFLES AND POOLS IN A CREEK ACCORDING TO VALLEY WATER DESIGN MANUAL, OPEN CHANNEL HYDRAULICS AND SEDIMENT TRANSPORT, JUNE 2009 (FIGURES 3.5, 3.7, 6.6).

Page 31 of 38




DATE	ENGINEERING CERTIFICATION
11/01/21	 <p>SEE ORIGINAL "AS-BID" DOCUMENT FOR SIGNATURE AND DATE</p>
DESIGN	
D. SEN	
DRAWN	
J. LIANG	
CHECKED	2/9/2022
M. HUSSAINI	



PROJECT NAME AND SHEET DESCRIPTION:

**BOLSA ROAD
FISH PASSAGE IMPROVEMENTS**

TYPICAL SECTIONS

<p>SCALE AS SHOWN</p> <p>VERIFY SCALES</p>  <p>0 1"</p> <p>BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON SCALES ACCORDINGLY</p>	<p>PROJECT NUMBER 26044004</p> <p>SHEET CODE: C-04 1</p> <p>SHEET NUMBER: 12 OF 40</p>
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5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 630-3004
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

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

*This Addendum is posted on the District website at
www.valleywater.org/Construction*

April 07, 2022

ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
BOLSA ROAD FISH PASSAGE IMPROVEMENTS PROJECT
Project No. 26044004; Contract No. C0679

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

BID DOCUMENTS

1. **ADD** ATTACHMENT NO. 1: Bid Form No. 9 – Bidder's Statement of Qualifications:
Rock Installation Contractor/Subcontractor.

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

Section 14. Special Requirements

2. **REPLACE** Article 14.03.02. Contractor's Office in its entirety with:
 - "A. Contractor shall provide and maintain at the Project site a suitable trailer office for Contractor's use. Location of Contractor and Subcontractor office trailers shall be at Contractor's staging area shown on the Drawings and shall be as approved by the Engineer. At this office shall be kept Project copies of the Contract Documents, Project progress records, all Progress Schedules, submittals, and other relevant documents, which shall be accessible to the Engineer and to other Valley Water employees during normal working hours. Contractor's office shall have sufficient space for weekly and other conferences and meetings for up to twelve (12) people to be held.
 - B. Contractor shall have the ability to host internet conferencing via Zoom or Microsoft Teams, with video and audio facility sufficient for participation of all attendees in the Contractor's Office and external attendees. Equipment shall include an internet network of sufficient bandwidth and quality to allow document sharing, multiple camera and microphone usage, and recording. Contractor's attention is directed to Article 13.03.02."

TECHNICAL PROVISIONS

Section 25. Landscaping and Revegetation

3. **REPLACE** Paragraph B.1.a. in Article 25.03 Willow Pole Cuttings Installation – Planet Bid Line Item No. 20, in its entirety with:

“a. Cuttings to be provided by Valley Water include:

Willow (*Salix* spp.) cuttings (up to one hundred twenty-eight (128)) suitable for planting within an area of no more than 2,000 square feet.”

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (March 28, 2022)

How many days are the water truck and sweeper scheduled to be in this project?

RESPONSE 1:

See the specific regulatory requirement in Article 19.01.2 for BMP AQ-1. Also see general requirements in Articles 10.01.B, 10.09, 18.05, and 18.06

QUESTION 2: (March 29, 2022)

For bidding purposes can you provide the on-center spacing for the Willow cuttings or give a quantity?

RESPONSE 2:

Spacing of willow pole cuttings is 3 feet on-center.

Quantity is revised to 128; see Specification revision 2 in this addendum.

QUESTION 3: (March 29, 2022)

Willows cuttings are typically installed as cutting while they are dormant (winter). The plans imply installation during construction of the embankments; is this correct? Also, can you clarify the type and length of material to be used for the 2X6 plank installed with each willow stake?

RESPONSE 3:

Yes, willows are to be installed during installation of the rock slope protection, before October 15.

Wood plank protection for willow pole cuttings will be untreated wood of type and length sufficient to protect cuttings from damage from construction, primarily from rock placement. See also Article 24.001.A. regarding the required Rock Placement Plan

THIS ADDENDUM NO. 2, WHICH CONTAINS 3 PAGES AND ONE ATTACHMENT, IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Bhavani Yerrapotu

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Bhavani Yerrapotu, P.E.
Deputy Operating Officer
Watersheds Design and Construction Division

Date: 4/7/2022

Enclosure:

ATTACHMENT NO. 1: Bid Form No. 9 – Bidder's Statement of Qualifications: Rock Installation Contractor/Subcontractor



CAPITAL PROGRAM SERVICES
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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 PlanetBids Public Site for Bids Vendor Portal at
<https://pbsystem.planetbids.com/portal/48397/portal-home>.*

April 13, 2022

ADDENDUM NO. 3
TO CONTRACT DOCUMENTS FOR THE
BOLSA ROAD FISH PASSAGE IMPROVEMENTS PROJECT
Project No. ~~26044004~~; Contract No. C0679

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

BID DOCUMENTS

BID LINE ITEMS

1. **REPLACE** the following item in the PlanetBid Line Items:

ITEM CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
5	Channel Excavation	Cubic Yard	590	

CONSTRUCTION PLAN SHEETS AND REVISED MAP

2. **ADD** and **REPLACE** the following plans with the sheets in Attachment No. 1:
- a) **ADD** Sheet G-07 (Sheet 6.1 of 40) – Overall Site Plan
 - b) **REPLACE** Sheet L-01_A3 (Sheet 17 of 40) – Planting Plan

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (April 7, 2022)

We are coming up with significantly higher earthwork quantities than what is reflected in the bid form, especially pertaining to BI #5, channel excavation. Please review the quantities reflected on the bid form for channel excavation and verify that the 3,700 CYDS of channel excavation is correct?

RESPONSE 1:

Bid quantity was determined based on expected excavation required. Quantity is revised to 590 CY as indicated on Item 1 of this Addendum No. 3. See sheet C-05, section A for extents of riffles and pools excavation.

QUESTION 2: (April 7, 2022)

We are coming up with significantly less earthwork quantities relating to bid item #6, channel embankment, than what is reflected in the bid form. Please review the quantity reflected on the bid form for channel embankment and verify that the 3,200 CYDS of channel embankment is correct?

RESPONSE 2:

Please submit your base bid according to quantities shown in Planetbid line items.

QUESTION 3: (April 7, 2022)

The overall layout plan shown on C-01 does not correlate with the typical rock layout details shown on C-05. The typical details show 3 sets of embedded rock @ each riffle pool, however, the layout plan on C-01 presents each riffle as a single stack of rock. Please clarify which is correct?

RESPONSE 3:

C-05 shows the details of riffle and pool placement while C-01 only shows the overall spacing of riffles and pools. There are three sets of embedded rocks for each riffle, one as the top of the crest and two more as riffle footers according to Sheet C-05.

QUESTION 4: (April 7, 2022)

Please clarify the intent of the 2' embedment shown for the 3 ton rocks at typical riffle rock layout. Is it expected that contractors will over-excavate to the bottom of embedment depth, process subgrade at this elevation, and backfill with the 3-ton rock, or is this overstated on the plans and the intent is simply to meet the 2' embedment requirement?

RESPONSE 4:

Yes, contractor should excavate 2 feet below the bed, install the rock, reuse the stream bed gravel excavated as infill. The intent is simply to meet the 2' embedment requirement.

QUESTION 5: (April 11, 2022)

How long is Vibration Monitoring required on this project?

RESPONSE 5:

In Addendum No. 1, see Article 18.03.03.05. Placement, Paragraph B. Vibration monitoring and recording is required during significant impact work as determined by the Engineer until the completion of Milestone #2 as described in Article 12.03. Contract Time(s).

QUESTION 6: (April 11, 2022)

Where does Bid Form No. 9 get uploaded to the ebid?

RESPONSE 6:

On PlanetBids Portal under Response Type, General Attachments and the Documents Tab.

THIS ADDENDUM NO. 3, WHICH CONTAINS 3 PAGES AND 1 ATTACHMENT, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Bhavani Yerrapotu

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Bhavani Yerrapotu, P.E.
Deputy Operating Officer
Watersheds Design and Construction Division

Date: 4/14/2022

Enclosure:

ATTACHMENT NO. 1: Construction Plan Sheets: G-07, L-01_A3