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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/Programs/Construction.aspx.

March 30, 2017

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS FOR THE PERMANENTE CREEK FLOOD PROTECTION PROJECTCHANNEL IMPROVEMENTS Project No. 26244001; Contract No. C0625

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

BID DOCUMENTS

TITLE PAGE

REPLACE the text that reads "Bid Opening: April 12, 2017" with the following text:

"Bid Opening: April 26, 2017"

NOTICE TO BIDDERS

REPLACE Paragraph 1. with:

"1. Notice. Notice is hereby given that sealed Proposals will be accepted by the Construction Program of the Santa Clara Valley Water District, Room B108, of the District's Administration Building, 5750 Almaden Expressway, San Jose, California 95118 up to 2 p.m. on April 26, 2017, for furnishing all material and performing all work necessary for construction of the Permanente Creek Flood Protection Project – Permanente Channel Improvements (Project), in the City of Mountain View and the City of Los Altos, California."

REPLACE Paragraph 3.A., item 1. with:

"1. Construct levee on the **west** bank from 505 feet downstream of Amphitheatre Parkway;"

ADDENDUM NO. 1

BID FORM NO. 1 Proposal Form and Bid Items

REPLACE text in first paragraph that reads "PERMANENTE CREEK FLOOD PROTECTION PROJECT-PERMANETE CREEK CHANNEL IMPROVEMENTS" with:

"PERMANENTE CREEK FLOOD PROTECTION PROJECT- PERMANENTE CREEK CHANNEL IMPROVEMENTS"

REPLACE Paragraph 3.B. with:

"B. Supplemental Bid Items. These Bid Items may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District. The sum of the Total Base Bid and the Total Supplemental Bid will be used to determine the lowest Bid price."

SPECIFICATIONS AND CONTRACT DOCUMENTS

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SECTION 34. IRREGULAR CONCRETE INVERT RETROFIT

REPLACE "Article 34.01. Irregular Concrete Invert Retrofit – Bid Item No. 39" with:

"34.01. Irregular Concrete Invert Retrofit – Bid Item No. 35"

SPECIAL PROVISIONS

Section 18. ENVIRONMENTAL

REPLACE text "Article 18.05. Regulated Material Management – Not Used" with:

"Article 18.05. Regulated Material Management"

<u>ADD</u> new Article 18.05.03. Hazardous Material Encounters, Investigation and Remediation as follows:

"18.05.03. Hazardous Material Encounters, Investigation and Remediation

A. In the event that unknown hazardous materials are encountered during construction or maintenance activities, all work in the area of the discovery will stop and the District will conduct a Phase II hazardous materials investigation to identify the nature and extent of contamination and evaluate potential impacts on project construction and human health. If necessary, based on the outcomes of the Phase II investigation, the District will implement Phase III remediation measures consistent with all applicable local, state, and federal codes and regulations. Construction in areas known or reasonably suspected to be contaminated will not resume until remediation is complete. If waste disposal is necessary, the Contractor shall ensure that all

hazardous materials removed during construction are handled and disposed of by a licensed waste-disposal contractor and transported by a licensed hauler to an appropriately licensed and permitted disposal or recycling facility, in accordance with local, state, and federal requirements. Reference is also made to Article 6.34."

TECHNICAL PROVISIONS

Section 22. PREPARATORY WORK

Article 22.04. Site Review and Monitoring (at Permanente Creek) – Bid Item No. 6

REPLACE text the first sentence of Paragraph A.9.that reads:

"If one of the feasible options as provided in Note 2 of Sheet S-20 of the Drawings. . ."

with:

"If one of the feasible options as provided in Note 2 of Sheet **S-17** of the Drawings. . ."

Section 34. IRREGULAR CONCRETE INVERT RETROFIT

Article 34.01. Irregular Concrete Invert Retrofit – Bid Item No. 35

REPLACE text the first sentence of Paragraph A.1. that reads:

- "... to the elevations shown on Sheet C-26 of the Drawings." with:
- ". . . to the elevations shown on Sheet C-23 of the Drawings."

GENERAL QUESTIONS & RESPONSE

Question 1	Please let me know when the draft dewatering/diversion plan referenced in the DFW permit (Appendix K) is available.			
Response 1	A copy of this document has been posted in the Project's District Furnished Documents link on the District's Construction Administration website: http://www.valleywater.org/Programs/Construction.aspx .			
Question 2	Will the excavated soil be reused on site or will it be hauled away?			
Response 2	Per Article 24.03, if the excavated soil is found to be suitable and meets the testing requirements, it may be reused. Material found to be unsuitable shall be removed and legally disposed of per Article 24.07.			
Question 3	Would it be possible to get a copy of the existing U-Wall Concrete Channel Asbuilts?			

ADDENDUM NO. 1

Deenenee 2	
Response 3	A copy of this document has been posted in the Project's District Furnished Documents link on the District's Construction Administration website: http://www.valleywater.org/Programs/Construction.aspx . Please note, per Spec Sec 12.04.05, that the As-Built drawings are for reference only.
Question 4	It appears that this project ties into Caltrans work at Wall Hwy 101. Has an CT Encroachment Permit been secured?
Response 4	The District will secure the encroachment permit if necessary.
Question 5	The Geotechnical Investigation Report has been included in the supplemental items made available to the project bidders. This information includes the 28 page final report but does not include the Plates and Appendixes referenced in the document. Can this additional information be posted or otherwise be made available to the bidders?
Response 5	The Geotechnical Investigation Report has been re-posted in the Project's District Furnished Documents link on the District's Construction Administration website: http://www.valleywater.org/Programs/Construction.aspx .
Question 6	Will the Santa Clara Water District be the generator of all pre-existing contaminated or hazardous materials?
Response 6	Yes. The District would be considered the generator. Please refer to Article 18.05.03 of this addendum.
Question 7	Are tie-backs allowed underground outside of the existing R/W? Specifically, in Area 2 under neighbor's property? Permanent or temporary?
Response 7	For any underground work outside of the existing right-of-way, a Contractor would have to obtain the appropriate right-of-way (temporary or permanent) from affected property owners before he would be allowed to perform the work.

THIS ADDENDUM NO. 1, WHICH CONTAINS 5 PAGES, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: 3/30/2017

Ngoc Nguyen, P.É.

Interim Deputy Operating Officer

Watershed Design and Construction Division



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April 14, 2017

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS FOR THE PERMANENTE CREEK FLOOD PROTECTION PROJECTCHANNEL IMPROVEMENTS Project No. 26244001; Contract No. C0625

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

BID DOCUMENTS

REPLACE BID FORM NO. 1 Proposal Form and Bid Items with BID FORM NO. 1 (REV 1) Proposal Form and Bid Items (ATTACHMENT 1)

SPECIFICATIONS AND CONTRACT DOCUMENTS

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SECTION 5. SCOPE OF WORK

ADD new Article 5.17 as follows:

"5.17. CLAIMS AND DISPUTES PER PUBLIC CONTRACT CODE SECTION 9204"

ADD new "SECTION 35. SWALE PLANTING"

STANDARD PROVISIONS

SECTION 5. SCOPE OF WORK

<u>ADD</u> new Article 5.17. Claims and Disputes per Public Contract Code Section 9204 (ATTACHMENT 2)

ADDENDUM NO. 2
PERMANENTE CREEK FLOOD PROTECTION PROJECT
CHANNEL IMPROVEMENTS

SPECIAL PROVISIONS

Section 17. Permits and Regulations

Article 17.02. Hours of Work

D. REPLACE first sentence in Paragraph D. with:

"New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day."

TECHNICAL PROVISIONS

Section 24. Earthwork

Article 24.04. Shoring

B. Materials

DELETE the last sentence of Paragraph B.2. that reads:

"Lumber may be rough, untreated, in random lengths, and shall be of standard dimensions."

ADD new Paragraph 5.B. as follows"

"5. Shoring shall be considered temporary when elements of the shoring will be exposed to site conditions for a period of less than one (1) year, and shall be considered permanent otherwise. Permanent shoring shall account for the increase in lateral soil pressure due to earthquake, hydrostatic pressure, and flood impact loads. At the end of the construction period, the existing and new structures shall not rely on the temporary shoring for support in any way. Lumber components shall not be used for permanent shoring lasting more than two years. Lumber components of the temporary shoring that may affect the performance of permanent structure shall be removed after the shoring is no longer required. All components of the shoring shall have corrosion protection or preservative treatment for their expected duration."

ADD new Article 24.13. Hydroseeding (ATTACHMENT 3)

Article 25.01. Concrete

C. Placement

ADD the following text to the end of Paragraph C.14.:

"Contractor shall provide construction, expansion, and contraction joints at locations indicated on the Plans and as specified by these Specifications. Locate wall vertical construction joints at 30 feet maximum centers and wall horizontal construction joints at 12 feet maximum centers. Install construction joints perpendicular to main reinforcement with all reinforcement continued across construction joints. Expansion

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PERMANENTE CREEK FLOOD PROTECTION PROJECT CHANNEL IMPROVEMENTS

joints shall be spaced at 80 feet maximum centers with contraction joints at 20 feet maximum centers in between. At least 48 hours shall elapse between placing of adjoining concrete construction. Contractor is responsible to provide all work and materials to provide construction joints, transverse expansion joints, and transverse contraction joints, etc. as shown on the Drawings and as specified by these Specifications."

REPLACE Paragraph C.15. in its entirety with:

"15. Drilling and bonding dowels shall conform to Section 51-1.03E(3), "Drill and Bond Dowels" and Section 51-1.03E(5), "Drill and Bond Dowels (Chemical Adhesive)" of the State Specifications, as specified in these Specifications and as shown on the Drawings. Bonding materials shall be magnesium phosphate concrete in accordance with the State Standard Specification."

Article 25.04. Joints, Water Stops and Sealants

B. Materials/Placement

DELETE Paragraph B.4. in its entirety.

Section 26. Special Structures

Article 26.01. Double Cell Box Culvert – Bid Item No. 12

A. Scope of Work

ADD new Paragraph A.2. as follows:

"2. POTENTIAL REJECTION OF BID: Concrete Double Cell Box Culvert shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

Article 26.02. Concrete Floodwalls – Bid Item Nos. 13 (Type I Floodwall) and 14 (Type II Floodwall)

A. Scope of Work

ADD new to Paragraph A.2. as follows:

"2. POTENTIAL REJECTION OF BID: Concrete Floodwalls shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

Article 26.03. Wall at Ramps—Bid Item Nos. 15 and 16

A. Scope of Work

ADD new Paragraph A.2. as follows:

"2. POTENTIAL REJECTION OF BID: Concrete Wall at Ramps shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

Article 26.04. Concrete U-Frame Channel – Bid Item No. 17 Special Concrete U-Frame Channel (Permanente Creek) – Bid Item No. 18

A. Scope of Work

REPLACE Paragraph A.1.a. in its entirety with:

"a. This item shall consist of all work required to construct concrete U-frame channel, including maintenance ramps at upstream and downstream of Mountain View Avenue box culvert at Hale Creek and the new headwall at existing Mountain View Avenue box culvert. The scope of this work shall consist of all structure excavation, structure backfill, Class 1 concrete, reinforcing steel, forming, curing, shoring (as required), permeable materials, geotextile fabric, weep holes, storm drain outfall modification, site clean-up, and the necessary labor, materials, equipment, tools, and incidentals to construct concrete U-framed channel as shown on the Drawings, the Cities of Mountain View and Los Altos Specifications, the State Specifications, these Specifications, and as directed by the Engineer."

ADD new Paragraph A.1.b. as follows:

"b. POTENTIAL REJECTION OF BID: Concrete U-Frame Channel shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

ADD new to Paragraph A.2.d. as follows:

"d. POTENTIAL REJECTION OF BID: Special Concrete U-Frame Channel on Permanente Creek shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

Article 26.07. Concrete Channel Transition—Bid Item No. 21

A. Scope of Work

ADD new Paragraph A.2. as follows:

"2. POTENTIAL REJECTION OF BID: Concrete Channel Transition shall consist of cast-in-place concrete only. No substitution, such as "shotcrete," will be allowed. Any substitution for cast-in-place concrete is unacceptable, the bid will be considered non-responsive and will be rejected."

ADD new Section 35. Swale Planting (ATTACHMENT 4)

CONSTRUCTION MAP AND PLAN

DRAWINGS

REPLACE in their entirety the following drawings (ATTACHMENT 5):

- G-2 SITE MAP, DRAWING AND INDEX GENERAL AND DESIGN NOTE
- C-1 PERMANENTE CREEK, PLAN AND PROFILE, LEVEE, STA. 102+75 STA. 108+50
- C-2 PERMANENTE CREEK, PLAN AND PROFILE, SWALE AREA, STA. 108+50 STA. 114+00
- C-3 PERMANENTE CREEK, PLAN AND PROFILE, SWALE AREA AND FLOODWALL, STA. 114+00 STA. 119+50
- C-4 PERMANENTE CREEK, PLAN AND PROFILE, FLOODWALL, STA. 119+50 STA. 125+00
- C-5 PERMANENTE CREEK, PLAN AND PROFILE, FLOODWALL, STA. 125+00 STA. 129+30
- C-6 PERMANENTE CREEK, PLAN AND PROFILE, FLOODWALL, STA. 129+30 STA. 134+00
- C-9 PERMANENTE CREEK, PLAN AND PROFILE, U-FRAME, STA. 259+00 STA. 263+12.47
- C-13 PERMANENTE CREEK, TYPICAL CROSS SECTIONS
- C-17 PERMANENTE CREEK, LEVEE AND SWALE AREA SECTIONS
- S-2 PERMANENTE CREEK, FLOODWALL SECTIONS AND DETAILS
- S-3 PERMANENTE CREEK, U-FRAME, SECTIONS AND DETAILS
- S-4 HALE CREEK, U-FRAME SECTION AND DETAILS
- S-6 SEPARATION WALLS, DETAILS
- S-7 RAMP WALL, SECTIONS AND DETAIL ADDENDUM NO. 2
 PERMANENTE CREEK FLOOD PROTECTION PROJECT CHANNEL IMPROVEMENTS

- S-9 HALE CREEK MT VIEW AVE, BOX CULVERT SECTION
- S-14 FLOODGATE DETAILS AND SECTIONS FLOOD CONTROL INTERNATIONAL PROPOSAL DRAWING
- S-17 PERMANENTE CREEK U-FRAME, DETAILS AND SECTION, BETWEEN 'C-LINE' STA. 251+14.50± AND 261+81±
- X-1 PERMANENTE CREEK CROSS SECTIONS

GENERAL QUESTIONS & RESPONSE

Question 1	Please identify the location of the Engineer and Contractor site office location and laydown areas.			
Response 1	The Contractor is to secure suitable office location and laydown areas.			
Question 2	Who is responsible for plant and tree mitigation requirements per the Environmental Impact Report, SCH # 2007052074?			
Response 2	The District is responsible for the mitigation requirements.			
Question 3	Is it acceptable to use shotcrete in lieu of Cast-In-Place for the Concrete U-Frame Channel?			
Response 3	Please refer to Article 26.04, Paragraphs A.1.b. and A.2.d.			
Question 4	Section 25.04 B4 states that Expansion joints shall be provided at intermediate beams as called out on the Drawings. However, there are no intermediate beams called out on the plans or any indication of expansion joint spacing. Please clarify if there are any intermediate beams to be installed. Please clarify expansion joint and contraction joint spacing on the U-Channel.			
Response 4	Please refer to Article 25.04. in this Addendum No. 2: Paragraph B.4. is deleted in its entirety. Please refer to Article 25.01. in this Addendum No. 2, Paragraph C.14. and E.4. of the Project Specifications for the expansion joint and contraction joint spacing requirement.			
Question 5	Section 30.01 A2 states that contractor is to complete all demolition, excavation, and backfill of the 6" waterline. Is the excavation and backfill for the new waterline that California Water Service is putting in or for the demolition of the existing line? Please clarify.			
Response 5	The new and existing water lines are in the same alignment. The Contractor shall coordinate with California Water Service to demolish the existing line and			

ADDENDUM NO. 2

	then perform the necessary excavation and backfilling to allow for the installation of the new waterline.			
Question 6	Can epoxy be substituted for mortar grout during Drill and Bond applications?			
Response 6	Yes, please refer to Article 25.01, Paragraph C.15., in this Addendum No. 2.			
Question 7	Per Enclosure B. Fish and Wildlife Service, Stamped May 19, 2016 of Appendix C of the Specifications and Project Documents, it states the anticipated schedule for Permanente and Hale Creek channel improvements to be completed in November 3, 2017. Section 11.06 Schedule of Work states that the Channel Improvements Weir Wall can't start until April 1, 2018 and completed by October 1, 2018. Please clarify.			
Response 7	Please adhere to the Schedule of Work as stated in Specifications Section 11.			
Question 8	On Sheet C-6 on the Profile Scale at C/L Station 11+86 indicates the Flood Gate to be approx. 3' 10" in height with no indication of a footing. Also on C-6 on the Plan Scale at C/L 11+86 it shows what it appears to be a ramp on the armor aggregate side but has no details. On Sheet S-14 it indicates the Flood Gate to be 3' 4" in height with indication a footing. Please clarify with further details.			
Response 8	Please refer to Article 24.11, Armoring Aggregate, of the Project Specification and Addendum No. 2, Drawing Sheets C-6 and S-14, the floodgate wall height shall be a minimum of 3' based on C-6. Drawing Sheet S-14 is a proposal drawing and the floodgate shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents.			
Question 9	Sheet S-2, Note 3 states that expansion joints on the floodwalls should be spaced at 96" O.C. Please confirm.			
Response 9	Please refer to Sheet S-2, Note 3, in this Addendum No 2.			
Question 10	On Sheet C-7 at approx. Station 252+25 it indicates installation of a new flap gate. The remaining plans do not show any additional flap gates to be installed. Is it the intent to install new flap gates on all pipe penetrations coming into the channel or is there only one to be installed? Please clarify.			
Response 10	Existing outfalls that are abandoned shall be plugged with grout prior to placing shoring and formwork. Existing outfall not abandoned shall be modified with the existing outfall diameter. See Detail 4 on Sheet S-12 and Notes 1 and 2 on Sheet S-03.			
Question 11	On plan sheets C-7 through C-10 there are several locations labeled (PLUGGED) at existing pipe penetrations. Are these pipe penetrations already			

	plugged and to remain plugged? Or is it the intent to plug them during the construction of new walls on the channel? Please clarify.
Response 11	Existing outfalls that are abandoned shall be plugged with grout prior to placing shoring and formwork. Existing outfall not abandoned shall be modified with the existing outfall diameter. See Detail 4 on Sheet S-12 and Notes 1 and 2 on Sheet S-03.
Question 12	Sheet S-4 Sections A, B, C, and D shows geotextile fabric at the bottom and sides of the permeable material. Is it the intent to "burrito" wrap the entire permeable material so when the slab of the U-Channel is poured, concrete does not embed into the permeable material? Please clarify.
Response 12	Yes, close geotextile fabric like wrapping a burrito. The geotextile fabric sections for permeable material shall be joined by overlapping a minimum of 2 feet. Please refer to Article 24.12 of the Project Specifications for geotextile fabric requirement.
Question 13	Sheet S-3 Section A, B, C, and D shows the extension of existing weep holes on the right side (approx. 1' 6" from the bottom) into the new concrete U Channel wall. However, based on existing conditions at the site, there are many instances where there are multiple weep holes directly above weep holes that are indicated. Is the intent to extend all and any existing weep holes on the right side of the U Channel into the new concrete U Channel wall? Please clarify.
Response 13	Yes, extend all the existing weep holes on the right side of the existing U-Frame Channel into the new concrete U-Frame Channel wall.
Question 14	Section 13.16 Paragraph A. of the Special Requirements states that "Without limiting the Contractor's indemnification of, or liability to, the District, the Contractor must provide and maintain at its own expense, during the term of this Contract, or as may be further required herein, the following insurance coverages and provisions:" Please note it is not the intent of builders' risk insurance to cover the work once it has been put to its intended use (substantial completion). Once the work has been put to its intended use, it should be covered under the Districts permanent property insurance. Please amend this section to read "Without limiting the Contractor's indemnification of, or liability to, the District, the Contractor must provide and maintain at its own expense, during the term of this Contract, except builders' risk insurance which shall only be maintained during the course of construction, or as may be further required herein, the following insurance coverages and provisions:"
Response 14	Builders' Risk Insurance must be maintained until the Board accepts the project. At that point the project is considered completed. Therefore, the District will not agree to this change.
Question 15	Section 13.16.02 Paragraph F. of the Special Requirements state "The Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its

	own policies." Please note, it may be cost prohibitive or commercially unavailable for some subcontractors, especially DBE's, to obtain general liability insurance with a limit of \$5 million per occurrence/aggregate. Please delete this paragraph in its entirety and allow the contractor to determine the kind and amounts of insurance it requires of its subcontractors, per their normal and responsible business practices, or ensure all interested subcontractors are aware of these requirements and include the cost of such insurance in their bid.
Response 15	The District does not plan to amend the insurance requirements at this time. Subcontractors may be insured under the general contractor's policy.
Question 16	The Army Corps permit says it's good through 3/18/17, is there a new one?
Response 16	By rule, Army Corps cannot extend the term of General Permits, like the Nationwide Permits obtained for the Project, beyond the federally approved termination date. The Project's Nationwide Permits were five-year permits that expired on March 18, 2017. The rules do allow a project that has started construction before the permits expire to continue for one year as long as construction remains continuous. The Permanente Creek Flood Protection Project started in December 2016 and, therefore, qualifies for this extension allowance. New Nationwide Permits, with a new five-year term until 2022 have been approved. The District will reapply for coverage before March 2018 to extend project coverage. The Corps has been notified and is aware of our plans.
	Permit terms and conditions are anticipated to remain identical to those listed under the prior Nationwide Permits.
Question 17	Section 24.04-B-4 of the Technical Specs says "The Contractor has the option of either removing or leaving in place the shoring" then on the next page, item C-4 it says "The Contractor shall remove the temporary shoring when no longer needed." Can you clarify, can shoring remain at contractors options and you clarify the definition of permanent versus temporary shoring?
Response 17	Yes, the shoring system can remain in place at the Contractor's option. Please refer to Article 24.04, Paragraph B.4 and Addendum No. 2, Article 24.04, Paragraph B.5.
Question 18	Section 25.01-B-14 of the Specs says "All construction joints shall include a waterstop." Can you confirm you really mean this? For example, Sheet S-3 Detail 1 "Construction Joint with Wall Slab" shows no waterstop nor do the construction joints on S-2 for the flood wallsso is waterstop to be included on these joints even if it's not shown in the plans?
Response 18	Yes, per Article 25.01, Paragraph B.14., all the construction joints shall include a waterstop. The "Joint Details" on sheet S-16 shows the waterstop at all the construction joints and expansion joints.
Question 19	Can another site visit be arranged to unlock the gates down into the channel and allow us to walk the length of it? Otherwise our bids will have to be based on what we can see from the ends (which is not much of it) or from what can glean from Google Earthwhich might not be the current conditions.

Response 19	Unfortunately, the channel is still wet. Pictures of the channel are now available on the District Furnished Document Link for the Project at http://www.valleywater.org/Programs/Construction.aspx .				
Question 20	Since there are 20-something trees that needs to be removed for the Channel Improvements Project and we have just entered the nesting bird season, is that going to be a problem?				
Response 20	Higher probabilities of encountering nesting birds are generally observed between January 15 and August 30 of any given year. Within that period, project permit requirements specify that nesting bird surveys must be conducted by a qualified biologist within 14 days of beginning project-related activities. Any active nests must be protected by an appropriate buffer, which typically measures 50 to 300 feet from identified nests, depending on the bird species. All protective buffers must be maintained and no entrance shall be allowed until the young have fledged and the nest is no longer active.				
Question 21	What type of hydroseed mix is specified for use per note "hydroseed exposed soil" on Sheet C-17 Section A? And does this include all exposed soil for Levee Raising, Swale Area Fill, and Flood Wall Construction Sheets C-1 through C-6? Please clarify.				
Response 21	For the Levee Raising, see this Addendum No. 2, Article 24.13				
	For the Swale Area Fill, see this Addendum No. 2, Article 35.				
	For the Flood Wall Construction between Charleston road and Highway 101, no hydroseeding will be neccessary.				
Question 22	Will the area on Sheet C-7, North of the Channel Weir Wall from Station 251.14 to Station 253.50, be available to the Contractor for construction access of the Weir Wall and Channel Improvements? Please clarify.				
Response 22	The Contactor will need to coordinate with the McKelvey Detention Basin Project Contractor and the District for access of the area.				
Question 23	What type of paint is to be used on the Floodwalls per Sheet S-2 Note 2? Please clarify.				
Response 23	Please refer to this Addendum No.2, Sheet S-2.				
Question 24	Separation Wall detail 3/S-6 shows the 4" x 12" Redwood without spacing. Is the intent to put one piece of redwood only? If one piece only, how is it supported?				
Response 24	Detail 3, SHT S-6 is a blowup detail of the plan view shown on Detail 1, SHT S-6. Please refer to Detail 1, SHT S-6 for post spacing.				

Question 25	Provide detail for AC Paving placed on top of swale area fill
Response 25	Please see Article 28.01. Asphalt Concrete Pavement and Article 28.02 Asphalt Concrete Path.
Question 26	Sheets S-3 & S-4 says that the 4" weep holes are spaced at 8 o.c. while note 2 in S-13 says it is 10' o.c. Please clarify which is the correct spacing.
Response 26	Please refer to this Addendum No.2, Sheet S-3 and Sheet S-4.
Question 27	Sheet S-9 shows the Double cell RCB with corbel while detail A/S-8 shows none. It seems that none is sitting on the corbel. Can we remove the corbel?
Response 27	Please refer to this Addendum No.2, Sheet S-9.
Question 28	The galvanized steel post for the separation wall shown in detail 3/S-6 is WF6x15 while on detail A/S-7, it is W6x16. Please clarify.
Response 28	It is W6x16. Please refer to this Addendum No.2, Sheets S-6 and S-7.
Question 29	On Sheet C-9 at approx. Station 250.00 to 250+50, it shows the existing Right of Way on the right side of the channel to be 11' off the existing channel. However, in the field, the property owners fence is up against the channel. Is the Contractor to assume that we will be able to have the 11' buffer or is the District going to attain the existing Right of Way's indicated on the plans? Please clarify.
Response 29	No, the Contractor is not to assume that they will have the buffer.
Question 30	On sheet C-3, in the profile view, Station 118+7 you have Top of Wall at EL 20.33' and bottom of footing at EL 15.33'. So that's 5' from top of wall to bottom of footing, but the dimension shown in both the profile view and the detail on Sheet S-2 show 5'-10" from Top of Wall to Bottom of Footing. Can you confirm which is correct?
Response 30	Please refer to this Addendum No. 2, Sheets C-3 and S-2.
Question 31	Sheet C-8, Note 4 says "Trees not listed for removal that hinder construction operations may be removed with the Engineer's approval." Page 11 of the Fish and Wildlife Permit in the Appendix C says "For the concrete channel length from station 251+14 to station 262+30 (near Hale Creek confluence), the west bank of the channel will be left in place and supported with steel I-beams and braces to shore the west bank, while the east bank will be sloped back." Following the guidelines of the permit and sloping the East Bank back at this location, the majority of the trees along McKlevey Park and the school shown not to be removed will hinder construction operations (i.e. they will be in the sloped excavation zone). Will the Engineer grant permission to remove trees

	that fall inside a sloped bank excavation for the new U channelor will shoring
	be required to persevere these trees?
Response 31	Shoring will be required to preserve the trees.
Question 32	Do the I-beams used in the special shoring system in Permanente Creek need to be hot dipped galvanized (HDG). Ref. Sheet S-17.
Response 32	No, the I-beam is not required to be galvanized. Please refer to Article 26.04, Paragraph B-12 of the Project Specifications.
Question 33	Does the note on the "K" joist (B.S.) mean that they are black steel or bare steel? Ref. Sheet S-17.
Response 33	It should be bare steel. Please refer to this Addendum No. 2, Detail 2, SHT S-17.
Question 34	Does the 1 ½" channel spacer placed between the I-Beam and the existing Uwall have to be HDG? Refer to Section A Sheet S-18.
Response 34	No, the channel spacer placed between the I-beam and the existing U-frame wall doesn't require to be galvanized. Please refer to Article 26.04, paragraph B-12 of the Project Specifications.
Question 35	Is the call out on Section A Removable Steel Post on sheet S-7 " 18" x 20" x 3'-0" deep Footing GALV" correct? Or should the word GALV be deleted?
Response 35	Please refer to this Addendum No. 2, Section A, SHT S-7.

THIS ADDENDUM NO. 2, WHICH CONTAINS 13 PAGES AND 5 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Naco Nauro DE

Date: __ 04/14/ 2017

Ngoc Nguyen, P.E.

Interim Deputy Operating Officer

Watershed Design and Construction Division

Enclosure(s):

ATTACHMENT 1: BID FORM NO. 1 (REV 1) Proposal Form and Bid Items

ATTACHMENT 2: Article 5.17. Claims and Disputes per Public Contract Code Section 9204

ATTACHMENT 3: Article 24.13. Hydroseeding ATTACHMENT 4: Section 35. Swale Planting

ATTACHMENT 5: DRAWINGS G-2, C-1, C-2, C-3, C-4, C-5, C-6, C-9, C-13, C-17, S-2, S-3, S-4,

Page 13 of 13

S-6, S-7, S-9, S-14, S-17, and X-1

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PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS PROJECT

ADDENDUM NO. 2

ATTACHMENT 1: BID FORM NO. 1 (REV 1) Proposal Form and Bid Items This page intentionally left blank.



Proposal Form and Bid Items

Page 1 of 6

This form must be completed in ink and changes must be initialed.

Honorable Board of Directors Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the **PERMANENTE CREEK FLOOD PROTECTION PROJECT- PERMANENTE CREEK CHANNEL IMPROVEMENTS**, the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within **570** calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with Articles 4.03. & 4.04. of the Standard Provisions. If the Bidder fails to meet these requirements within the time specified in Article 4.04 of the Standard Provisions the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

	TOTAL BID:	\$		<u> </u>		
		ot of the following Addenda at <u>www.valleywater.org/Pr</u>		<u>(</u> .		
	NO Addenda received	d				
	Addenda received as	follows:				
	Addendum No.	Date	Addendum No.	Date		
		Date		Date		
reject openi The u	ion of Bid, if it can be eng.	eipt of an Addendum on the established that Bidder did stread and understands, and ese Bid Documents.	, in fact, receive such Add	endum prior to Bid		
	DER'S COMPANY INFO					
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Nu	MBER:					
DAT	TE OF EXPIRATION:					
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Bia	der's Signature:			Date:		
Bid	Bidder's Name and Title (Print):					

BID FORM NO. 1 (REV 1) Proposal Form and Bid Items Page 2 of 6

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	COMPLIANCE WITH NPDES GENERAL PERMIT	1 Lump Sum		
2	MIGRATORY BIRDS	1 Lump Sum		
3	MOBILIZATION/DEMOBILIZATION	1 Lump Sum		
4	CONCRETE REMOVAL & SITE DEMOLITION	1 Lump Sum		
5	CLEARING & GRUBBING	1 Lump Sum		
6	SITE REVIEW AND MONITORING (AT PERMANENTE CREEK)	1 Lump Sum		
7	VIBRATION MONITORING	1 Lump Sum		
8	CONTROL OF WATER	1 Lump Sum		
9	LEVEE & EMBANKMENT FILL	1,940 Cubic Yard		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
10	SWALE AREA FILL	1,250 Cubic Yard		
11	ARMORING AGGREGATE	380 Cubic Yard		
12	DOUBLE-CELL BOX CULVERT	135 Cubic Yard		
13	CONCRETE FLOODWALL TYPE I	665 Linear Foot		
14	CONCRETE FLOODWALL TYPE II	690 Linear Foot		
15	WALL AT RAMP (AT ARROYO ROAD MAINT. RAMP)	15 Cubic Yard		
16	WALL AT RAMP (AT MTN VIEW AVENUE RAMP)	5 Cubic Yard		
17	CONCRETE U-FRAME CHANNEL (HALE AND PERMANENTE CREEK)	810 Cubic Yard		
18	SPECIAL CONCRETE U-FRAME (AT PERMANENTE CREEK)	1,570 Cubic Yard		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
19	FLOOD GATE SYSTEM	1 Lump Sum		
20	FLOW SEPARATION WALLS	900 Square Foot		
21	CONCRETE CHANNEL TRANSITION	85 Cubic Yard		
22	NOT USED	1 Lump Sum		
23	NOT USED	1 Lump Sum		
24	TRAFFIC CONTROL	1 Lump Sum		
25	ASPHALT CONCRETE PAVEMENT	1,730 Square Foot		
26	42-INCH STORM DRAIN PIPE AND MANHOLE REPLACEMENT	1 Lump Sum		
27	WATERLINE RELOCATION (BY CALIFORNIA WATER SERVICE COMPANY)	1 Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL	
28	NOT USED	1 Lump Sum			
29	12-FOOT SINGLE-SWING 6-FOOT BLACK VINYL CHAIN LINK GATE	2 Each			
30	NOT USED	1 Lump Sum			
31	3.5-FOOT BLACK VINYL CHAIN LINK FENCE	2,230 Linear Foot			
32	6-FOOT BLACK VINYL CHAIN LINK FENCE	150 Linear Foot			
33	WOOD FENCE	380 Linear Foot			
34	WELL ABANDON & REMOVAL	2 Each			
35	IRREGULAR INVERT SLAB RETROFIT	450 Square Foot			
36	SWALE PLANTING	1 Lump Sum			
BASE BID SUBTOTAL					

SUPPLEMENTAL BID ITEMS

These Bid Items may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL	
1	Supplemental Bid Item, Sewer Line Replacement	1 Lump Sum			
TOTAL SUPPLEMENTAL BID					
TOTAL BID (Base Bid Subtotal + Supplemental Subtotal)					

PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS PROJECT

ADDENDUM NO. 2

ATTACHMENT 2:

Article 5.17. Claims and Disputes per Public Contract Code Section 9204

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5.17. Claims and Disputes per Public Contract Code Section 9204

- 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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date. The provisions of PCC 9204 are set forth below.
- B. The Legislature has found and declared that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner. PCC 9204 shall apply to any claim by a contractor in connection with a public works project.
- C. Prior to submitting a claim per PCC 9204, the Contractor shall comply with Article 5.08.01. Protest, Article 5.08.02 Notice of Potential Claims, 5.09. Claims, A. through E.
- D. For purposes of PCC 9204, the following definitions apply:
 - "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - b. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the public entity.
 - 2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - 3. "Public entity" means, without limitation, except as provided in subparagraph (b), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - 4. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

- 5. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- E. 1. a. Upon receipt of a claim pursuant to PCC 9204, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provided in this Article.
 - 1.b. The Contractor shall furnish reasonable documentation to support the claim.
 - 1.c. If the District needs approval from the Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next Board meeting after the 45-day period, or extension, expires to provide the Contactor a written statement identifying the disputed portion and the undisputed portion.
 - 1.d. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph 3. below shall apply.
 - 2.a. If the Contractor disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this Article within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - 2.b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

- party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Article.
- 2.c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.
- 2.d. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Public Contract Code Section 20104.4 (see Article 5.09.01. Claims Less Than Fifty Thousand Dollars through Article 5.09.04. Civil Actions) to mediate after litigation has been commenced.
- 2.e. This Article does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 3. Failure by the District to respond to a claim from a Contractor within the time periods described in this Article shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Article, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.
- 4. Amounts not paid in a timely manner as required by this Article shall bear interest at 7 percent per annum.
- 5. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, the Contractor may present to the District a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the District shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the District and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.
- F. A waiver of the rights granted by PCC 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement

of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of PCC 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in PCC 9204.

G. Nothing in PCC 9204 shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS PROJECT

ADDENDUM NO. 2

ATTACHMENT 3:

Article 24.13. Hydroseeding

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Article 24.13. Hydroseeding

A. Scope of Work

- 1. Hydroseeding shall consist of all work and materials necessary to hydroseed levee & embankment fill within the limit of work, as shown on the Drawings. Hydroseeding shall be conducted after grading has been completed. Hydroseeding non-vegetated areas shall be completed before October 15 each year in accordance with the State Water Resources Control Board and these Specifications, unless an alternative date is approved in writing by the Engineer prior to the October 15 deadline.
- Areas within and adjacent to the Limits of Work, that are disturbed but not re-graded, with an existing seed bank, as determined by the Engineer, may be treated with a layer of clean straw with tackifier, at the discretion of the Engineer.

B. Materials

Seed shall be state-certified of the latest season's crop. Seed shall be
delivered in original sealed packages bearing producer's guaranteed
analysis for purity, germination, weed seed content, and inert material.
Seed bags shall include manufacturer's tags in conformance with AMS
Seed Act and applicable state laws. Wet, moldy, or otherwise damaged
seed will be rejected by the Engineer.

The tackifier shall be an organic substance in powder form and shall be psyllium-based and packed in clearly marked bags stating contents of each. The tackifier will require no curing time, shall remain soft and rewettable, and shall not inhibit seed germination. All ingredients shall be biodegradable.

Mulch shall be produced from virgin wood fiber and shall be heat-treated and bagged such that risk of contamination by soil-borne plant pathogens during production or shipping is extremely low. Product shall be Rainier Fiber Wood Mulch manufactured by Rainier Veneer or approved equal.

- 2. If no irrigation is available, if the slope is very steep, or if its late in the season, use non biological methods, such as straw, straw with tackifier, erosion control blanket (jute netting with straw or coir filling), etc. instead of seeding. This decision shall be made in consultation with the Engineer.
- 3. Biosol 7-2-1 organic fertilizer, at the rate of 1,200 lbs per acre shall be mixed into the hydroseed slurry.
- 4. AM 120 Mycorrhizal inoculant, at the rate of 60 lbs per acre shall be mixed into the hydroseed slurry.
- 5. Seed shall be California native Grasses PLUS Mix as per following:

Use the mix of: Prostrate Hordeum californicum (Prostrate California Barley) @ 16 lb /acre, minimum purity 90%, minimum germination 80%.

Elymus glaucus 'Berkeley' (Berkeley Blue Wildrye) @ 12lb/acre, minimum purity 95%, minimum germination 85%

Bromus carinatus 'SF Bay Area' ('S.F. Bay Area selection of California Brome) @ 10 lb/acre, minimum purity 95%, minimum germination 85%

Plus Vulpia microstachys (Three Weeks Fescue) @ 5 lb/acre, minimum purity 95%, minimum germination 70%

6. Water shall be supplied from the temporary irrigation system.

C. Placement

- 1. The boundaries of the areas to be hydroseeded will be as shown on the Drawings and as designated by the Engineer. The Contractor shall accompany the Engineer to review areas disturbed by the Contractor during the construction to determine the specific hydroseeding locations and to provide field staking to define the limits of the hydroseeding.
- 2. Preventive measures shall be taken to avoid damage to adjacent vegetation.
- 3. Areas to be hydroseeded shall be free of weed plants and lightly scarified to the extent practicable and to the satisfaction of the Engineer.
- 4. The designated hydroseeding areas shall be seeded using a two-stage hydroseed application method, seed mix shall be per the this Article and shall be mixed with 2,000 pounds per acre of long-strand wood fiber, a colorant, 150 pounds per acre of binder (Aztac or approved equal), and sufficient water to allow the mix to be applied evenly over the hydroseeded area.
- 5. All hydroseeding mixing shall be performed in a clean tank, rinsed a minimum of three times, located in a legal wash out area. The hydroseeder shall be equipped with a continuous agitation and recirculation system to produce a uniform slurry and have the capacity to apply this slurry at a uniform and continuous rate. At all times, materials shall be kept uniformly mixed in the hydromulcher tank during the application operation.
- 6. The hydroseed slurry will be applied within one hour of preparation, and shall be applied with a sweeping and arched technique with no slumping or shadowing to insure uniform coverage and to ensure that material is spread evenly at the required rate as noted below.

First Application

500 pounds lbs/acre of long-strand wood fiber

Specified seed and suitable carrier:

60 lbs/acre of endomycorrhizal inoculum

Second Application (shall occur within two hours following completion of the first application)

1,500 lbs/acre of long strand wood fiber

90 lbs/acre of binder

Colorant

- 7. Hydroseeding-associated erosion shall be repaired by restoring finished grades and re-seeding.
- 8. Should the seed applied by the hydroseeding process to any area fail to germinate and grow to the satisfaction of the Engineer within 90 days of seeding, the Contractor shall reapply the hydroseed mixture to that area according to this Specification at no additional cost to the District.
- 9. Upon completion of hydroseeding, all trash, seed containers, and ancillary material shall be removed and the areas left in a neat and orderly manner. Any additional non-vegetative trash present in the planting areas shall be promptly removed. Following application and clean-up, activity shall be minimized on the hydroseeded areas.

D. Testing

1. No special requirements.

E. Submittals

- Submit 1 lb of seed mix including state certification and approval and producer's guaranteed analysis for purity, germination, weed seed content, and inert material to the Engineer for approval before ordering the materials.
- 2. Submit a 1 lb sample of the fiber mulch and a certificate of compliance stating that the fiber conforms to these specifications to the Engineer for approval before ordering the materials.
- 3. Submit 1 sealed sample of tackifier with manufacturer's data to the Engineer for approval before ordering the materials.
- 4. Submit a table showing the proportional weight calculations for each of the hydroseeding components in each of the applications.

F. Measurement

 Measurement for hydroseed mix will be measured per acre from actual field measurements.

G. Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work required for hydroseeding, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be included in the items of work requiring hydroseeding. No additional payments shall be made therefor.

PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS PROJECT

ADDENDUM NO. 2

ATTACHMENT 4:

Section 35. Swale Planting

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Section 35. Swale Planting

Article 35.01. Swale Planting—Bid Item No. 36

A. Scope of Work

- 1. Furnish and install all materials and labor required to relocate existing and add new irrigation lines/bubblers as necessary, place imported planting fill soil to meet new finish grade, excavate planting pits, install container plants, hydroseed, and mulch as shown on the Drawings, and as specified in these Specifications. There is a maintenance period of one-year for establishment following the landscape installation.
- Work includes but is not limited to design of the landscape and modification to the irrigation system to accommodate sixteen 15-gal trees [species selected by Engineer] in the swale area between STA 108+50 to STA 116+80; exploratory excavation to confirm position of drainage or irrigation infrastructure, site preparation, grading; type and placement of planting fill soil, container plants, hydroseed and other mulch material; pre and post installation weed control. Field fitting with approval from the Engineer may be required.

B. Submittals

- 1. Submit 30%, 60% and 100% plans signed by a landscape architect currently registered in the State of California.
- 2. Submit product data for each type of product specified.
- 3. Submit maintenance logbook to the Engineer by the first week of each month during the maintenance period.

C. Execution

- 1. The irrigation as-built drawings are provided: "Irrigation Plan for the Alza Corporate Offices dated 07-26-00." The as-built drawings are for reference only and the District does not warranty their completeness or correctness.
- The geotechnical investigation report is provided: "Geotechnical Investigation Report, Permanente Creek Flood Protection Project – Mountain View and Los Altos California Project No. 26244001."
- 3. Install planting and components in accordance with Engineer-approved design plans and manufacturer's instructions.
- 4. Make connections for fully functional irrigation system.
- 5. Maintain landscape, tree health, irrigation system, and weed control for one year after installation.

F. Measurement

1. Swale planting shall not be measured.

G. Payment

1. Full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for doing all work involving Swale Planting, as shown on the Drawings and as specified in these Specifications and as directed by the Engineer, shall be included in the lump sum price bid for SWALE PLANTING, Bid Item No. 36.

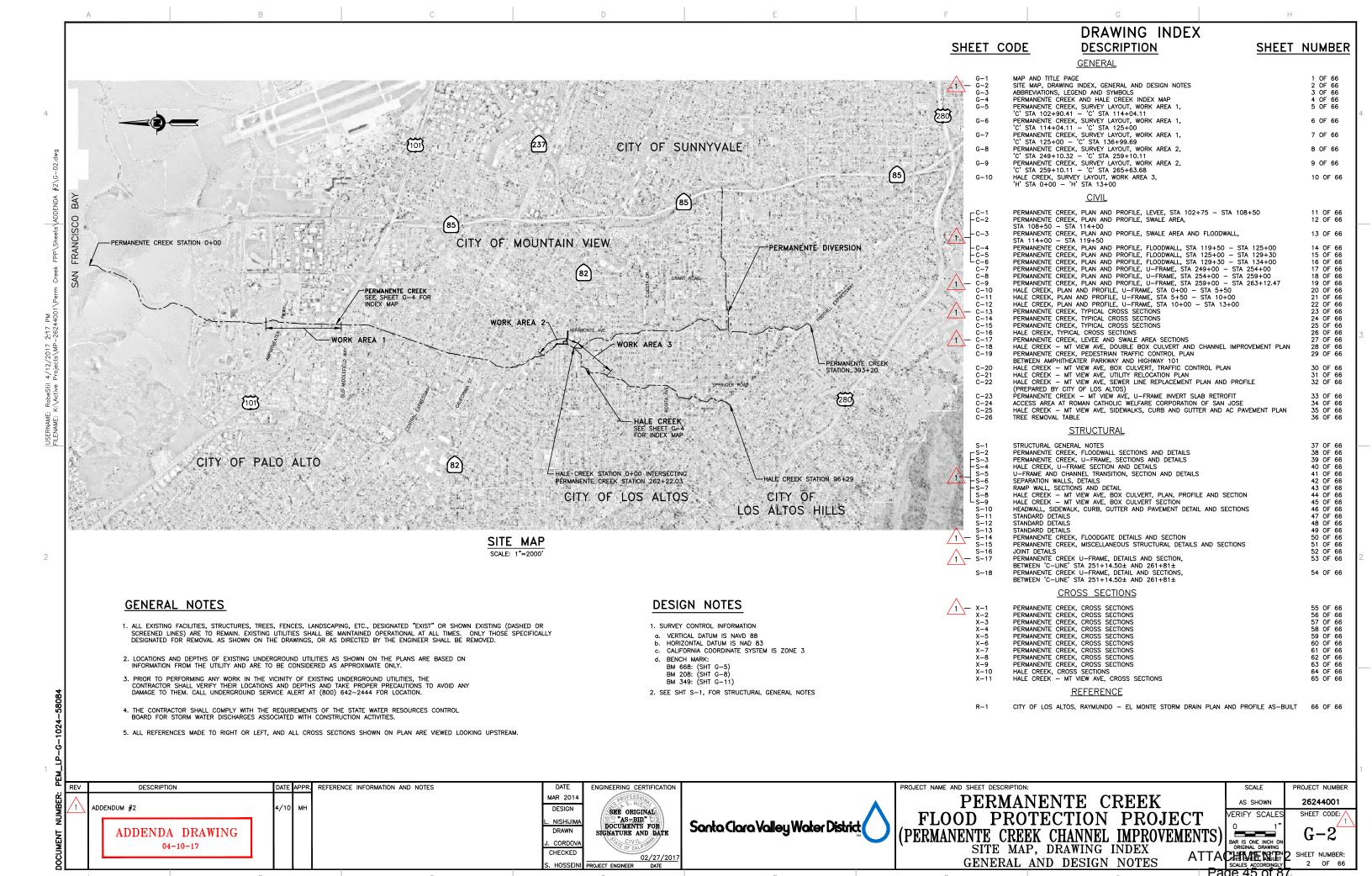
PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS PROJECT

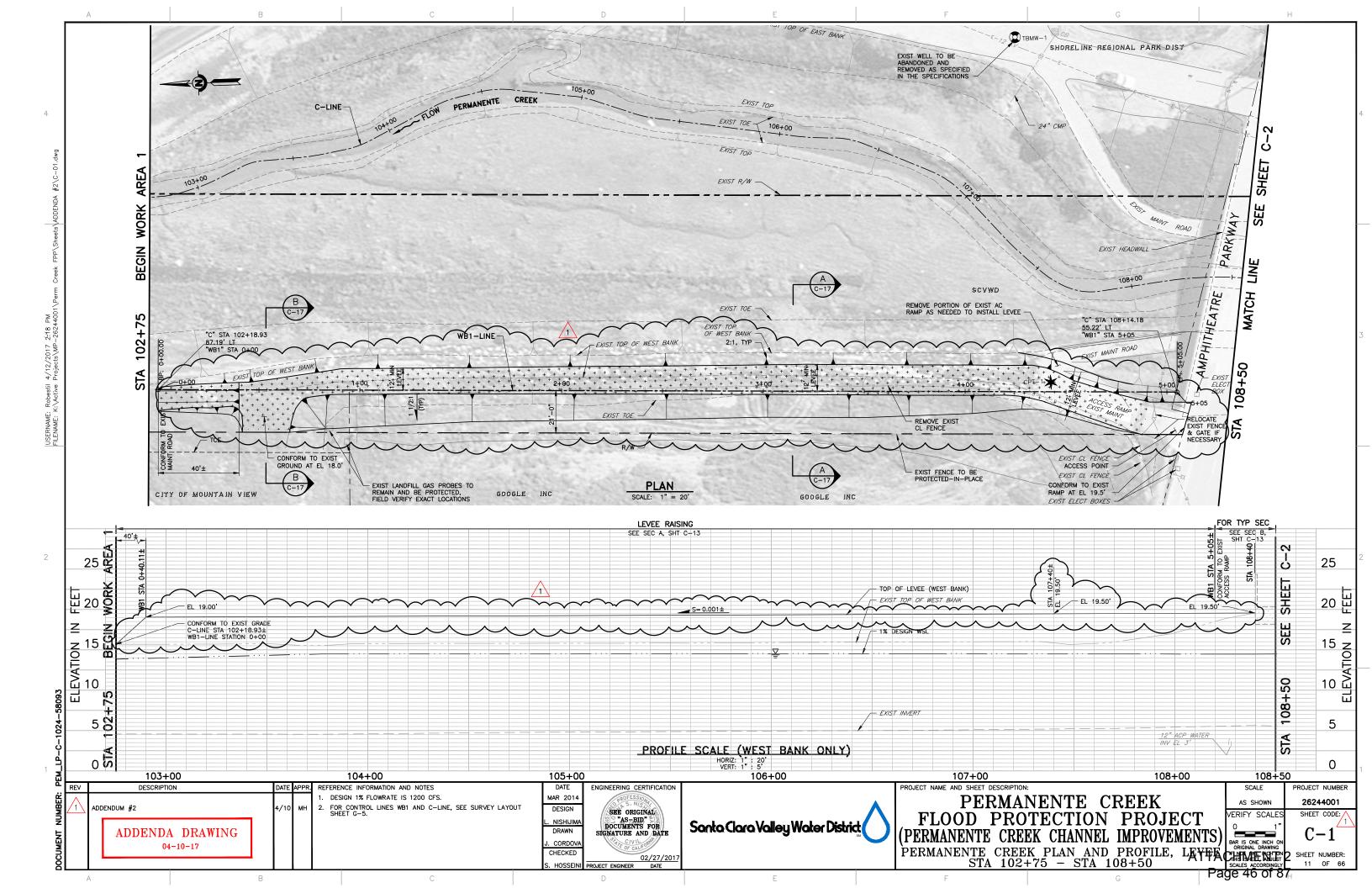
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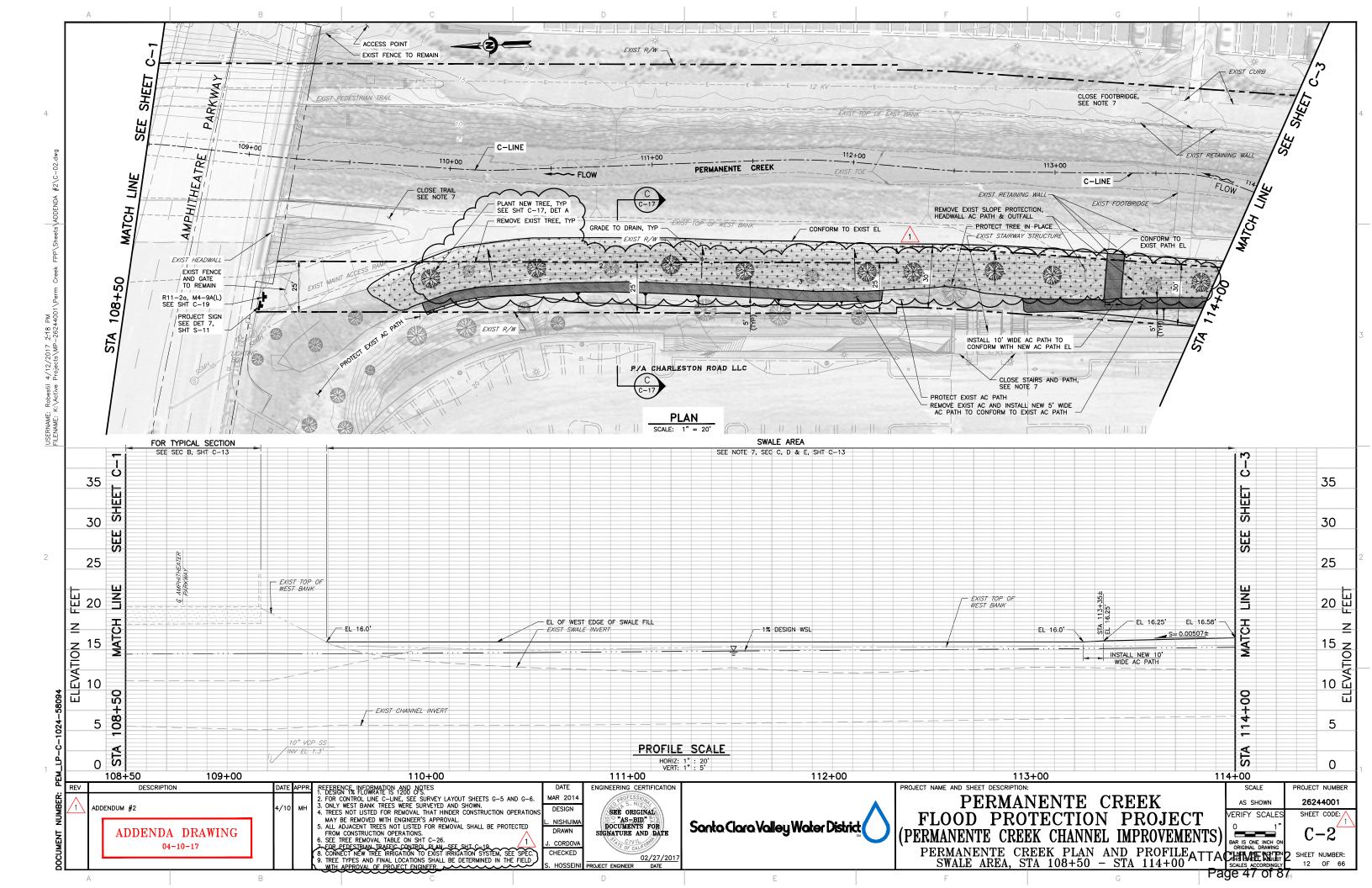
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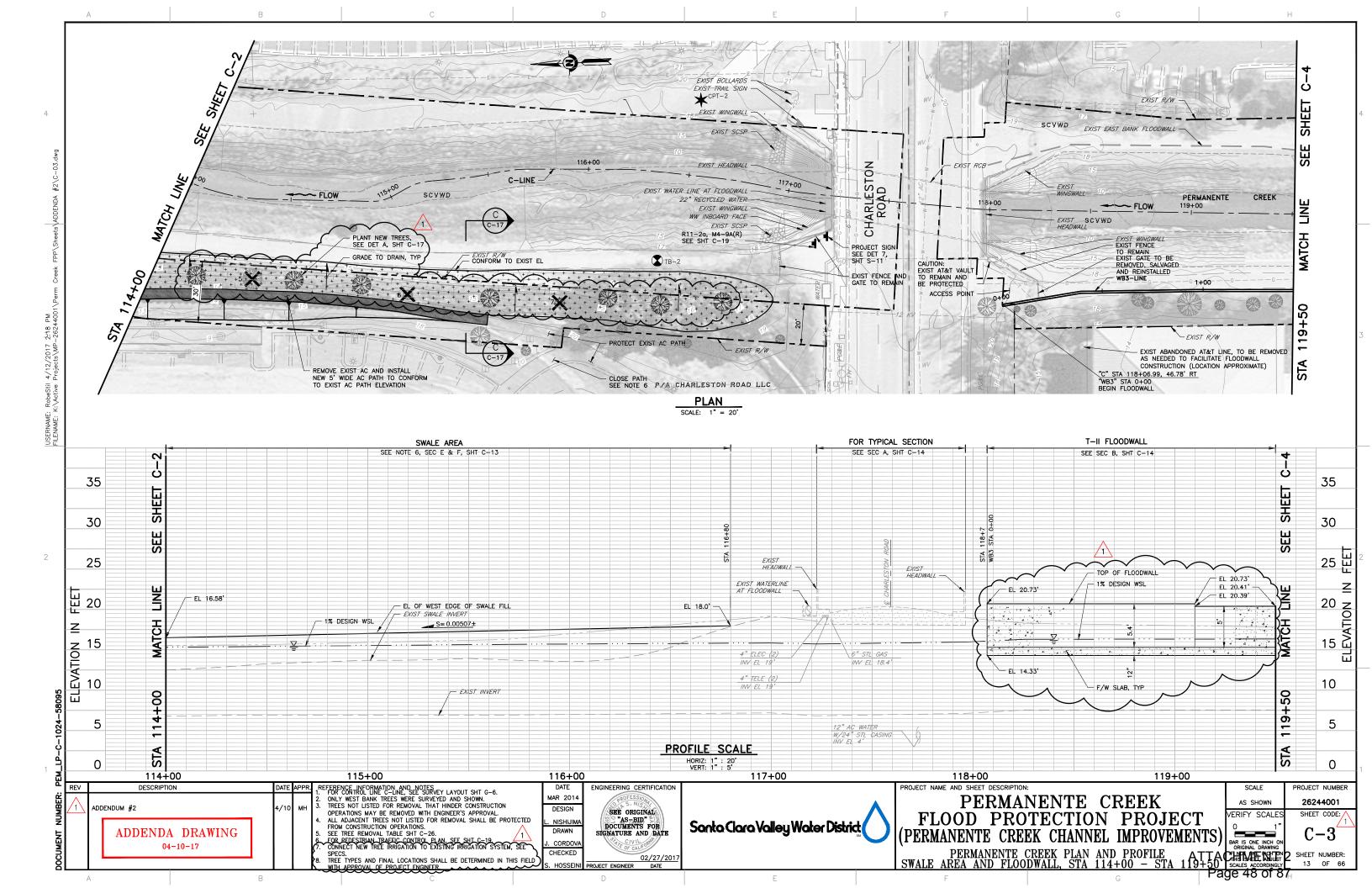
DRAWINGS

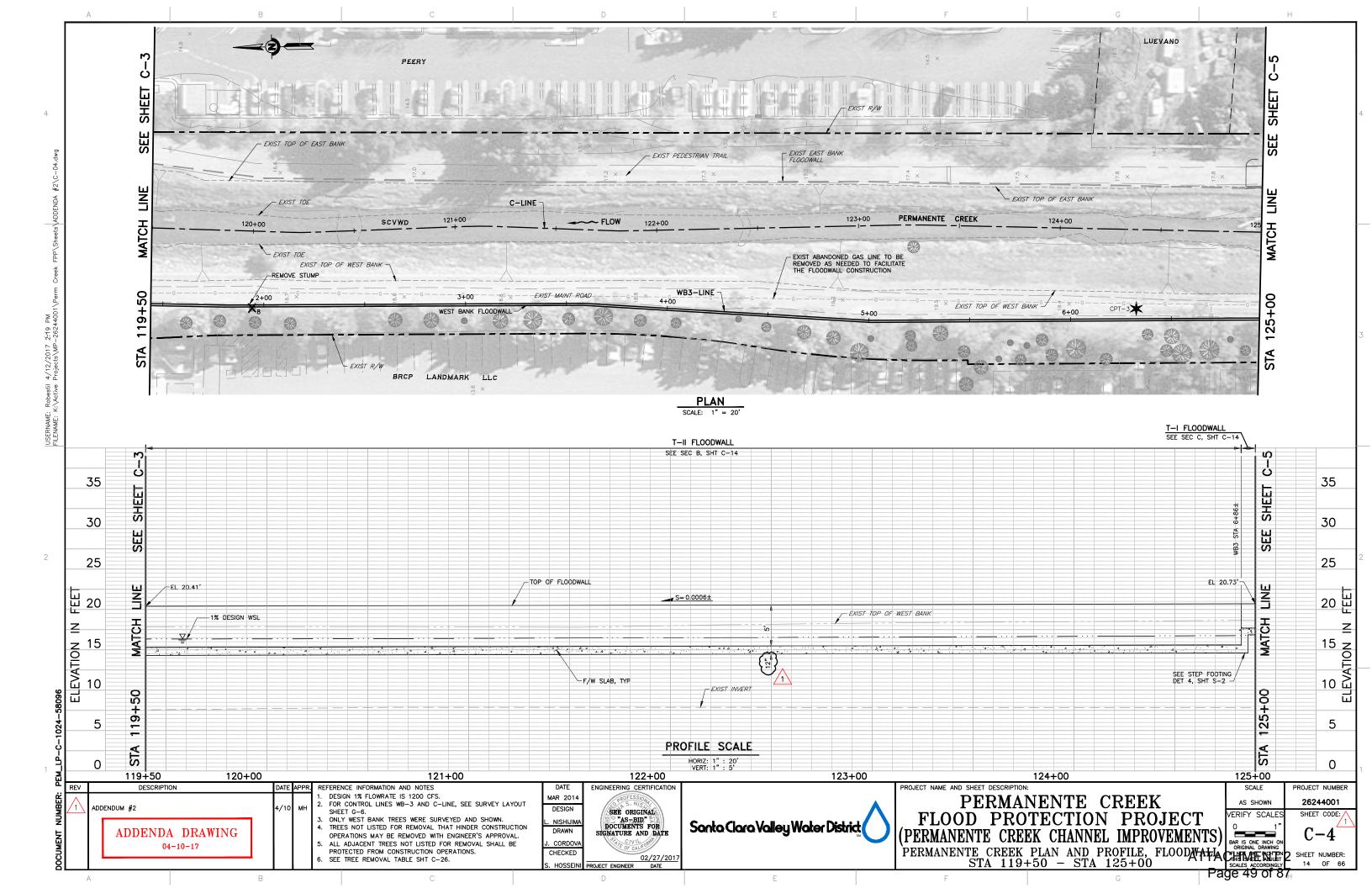
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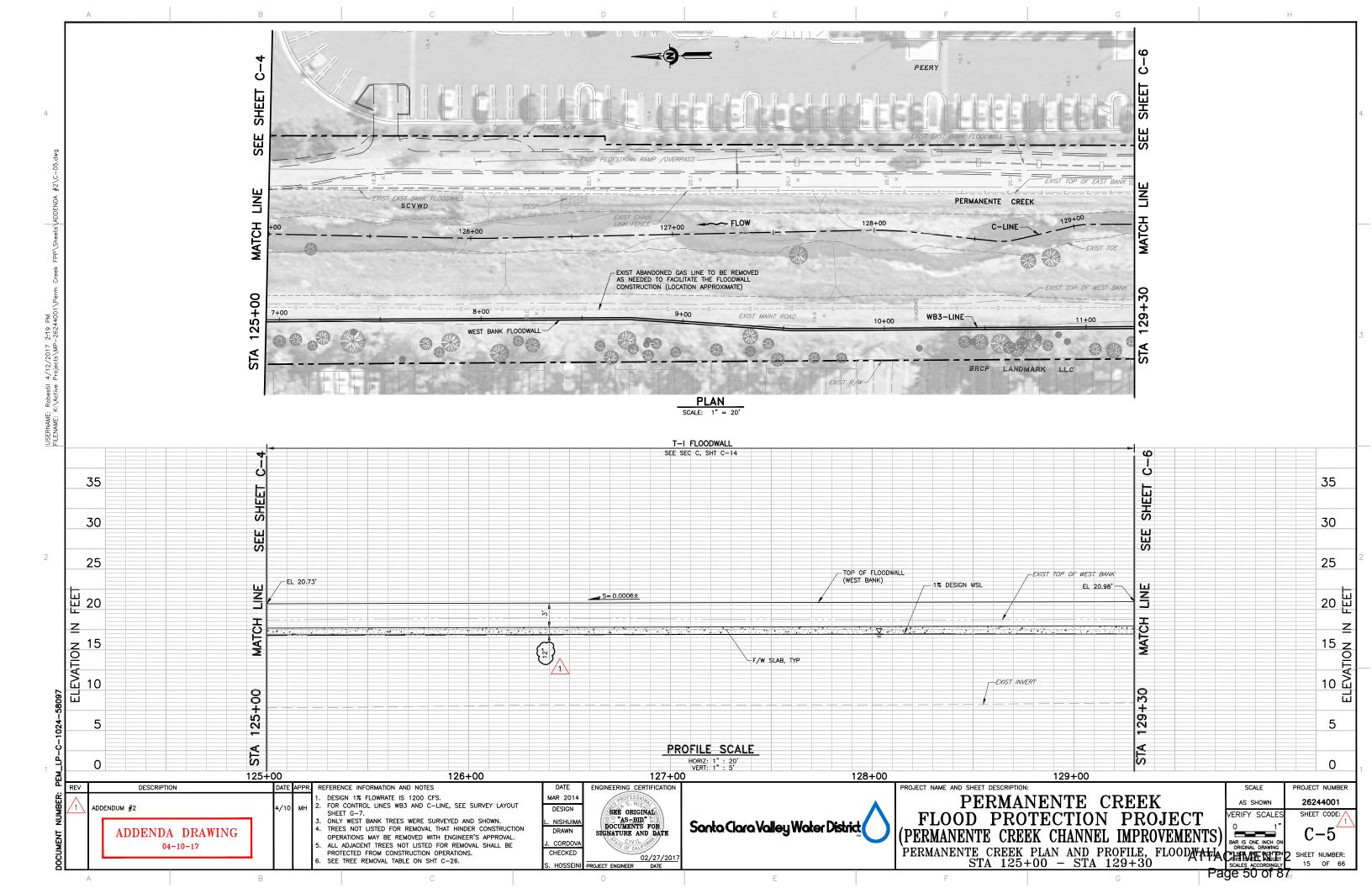


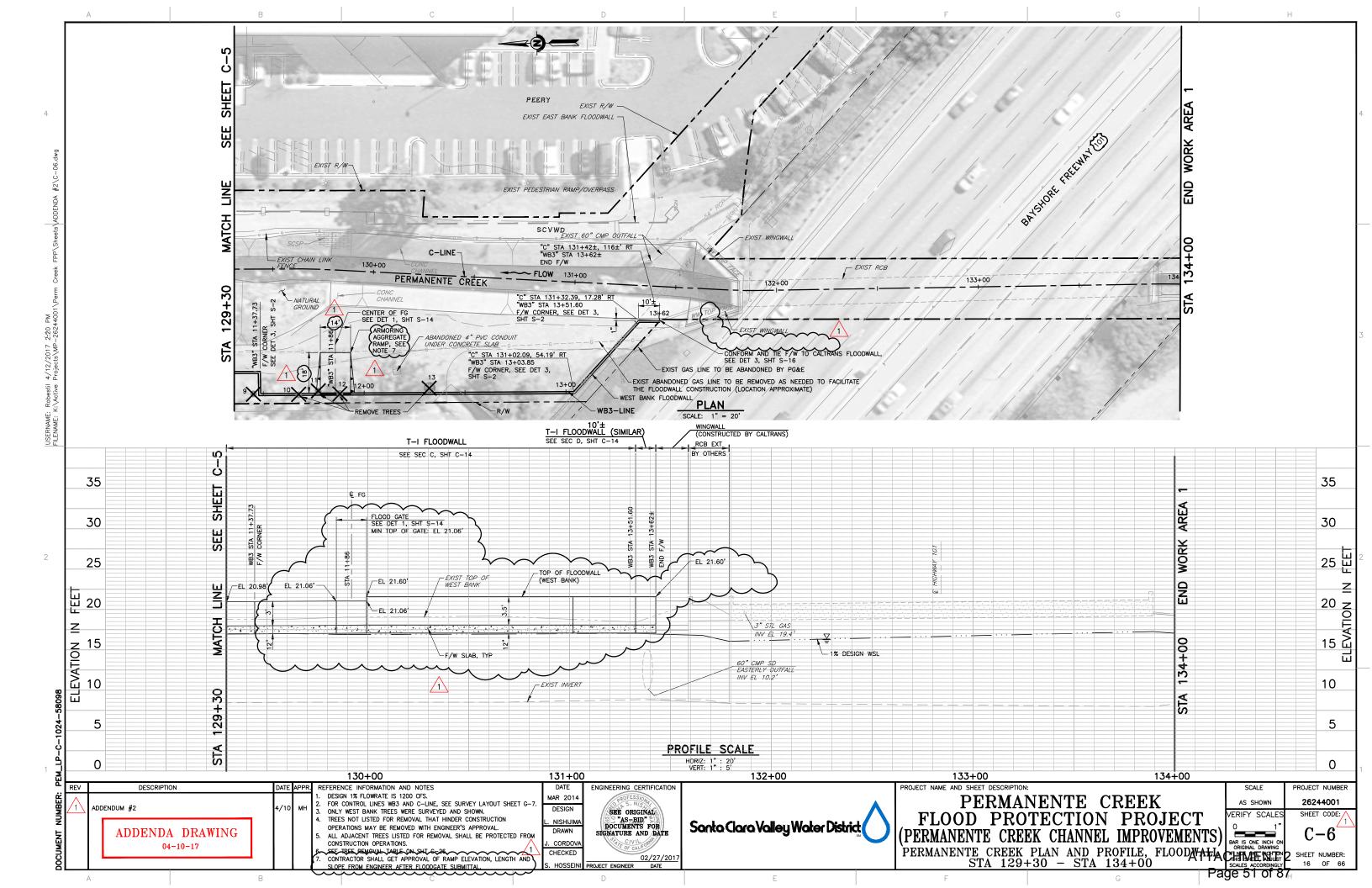


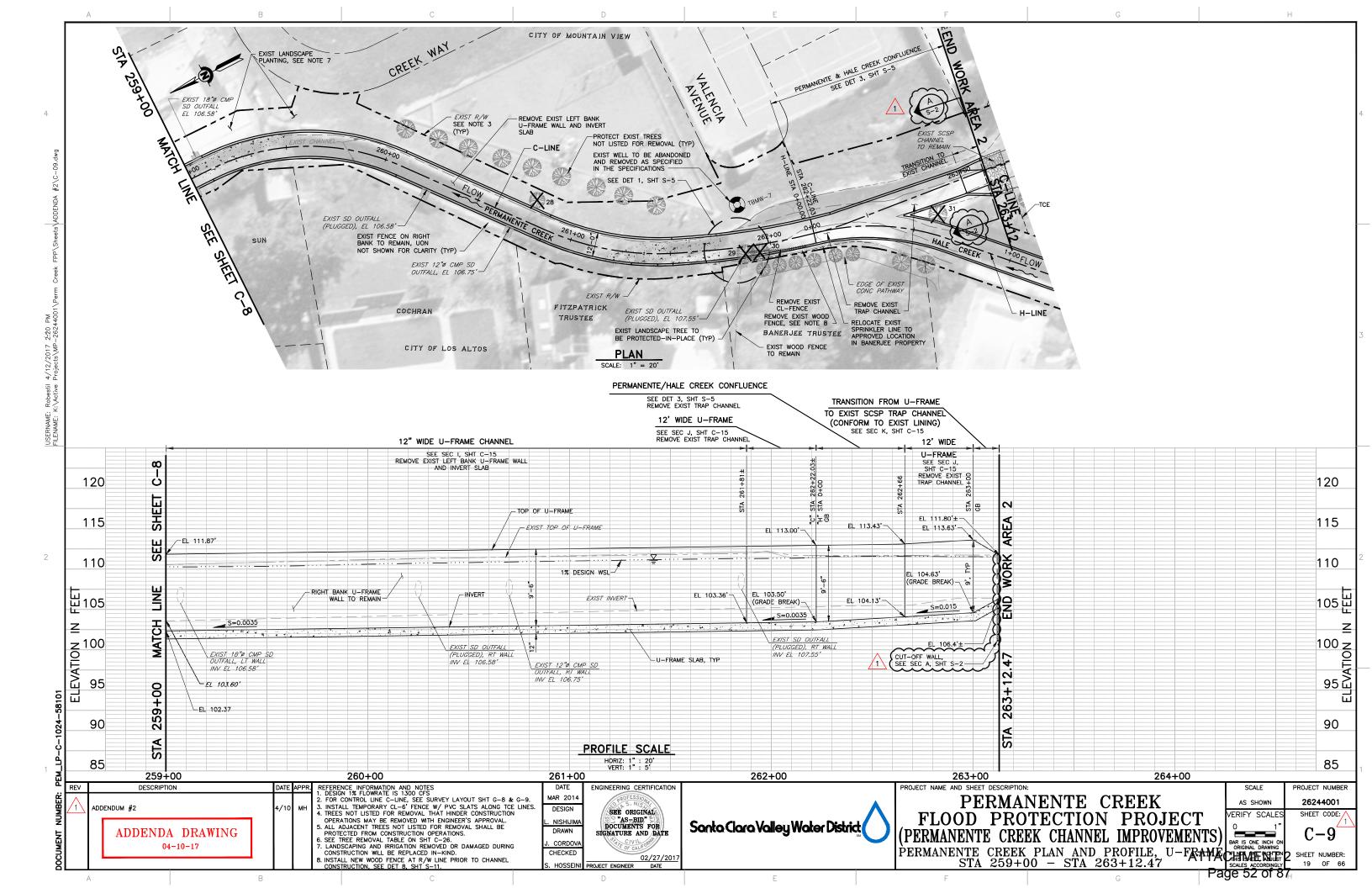


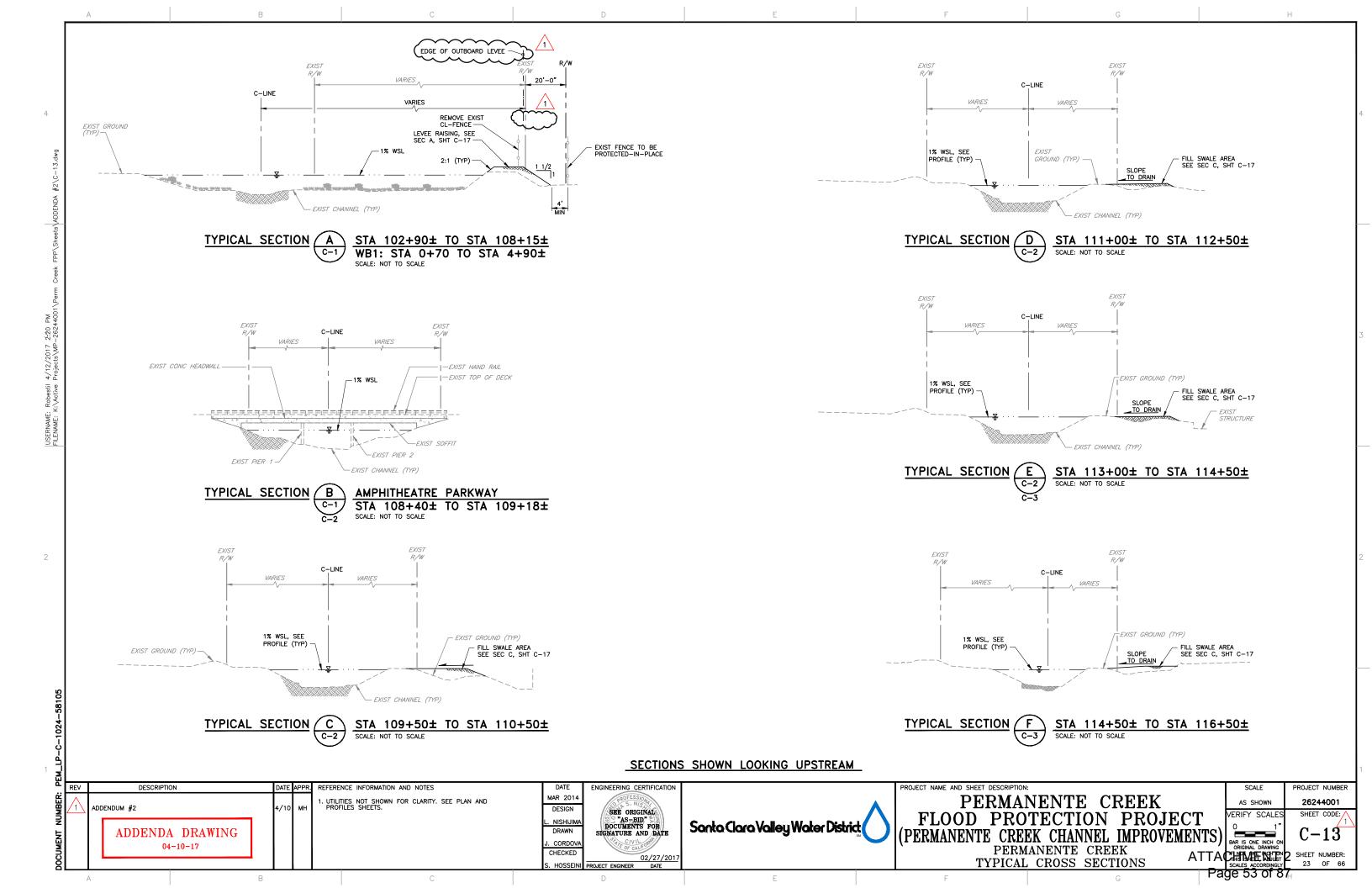


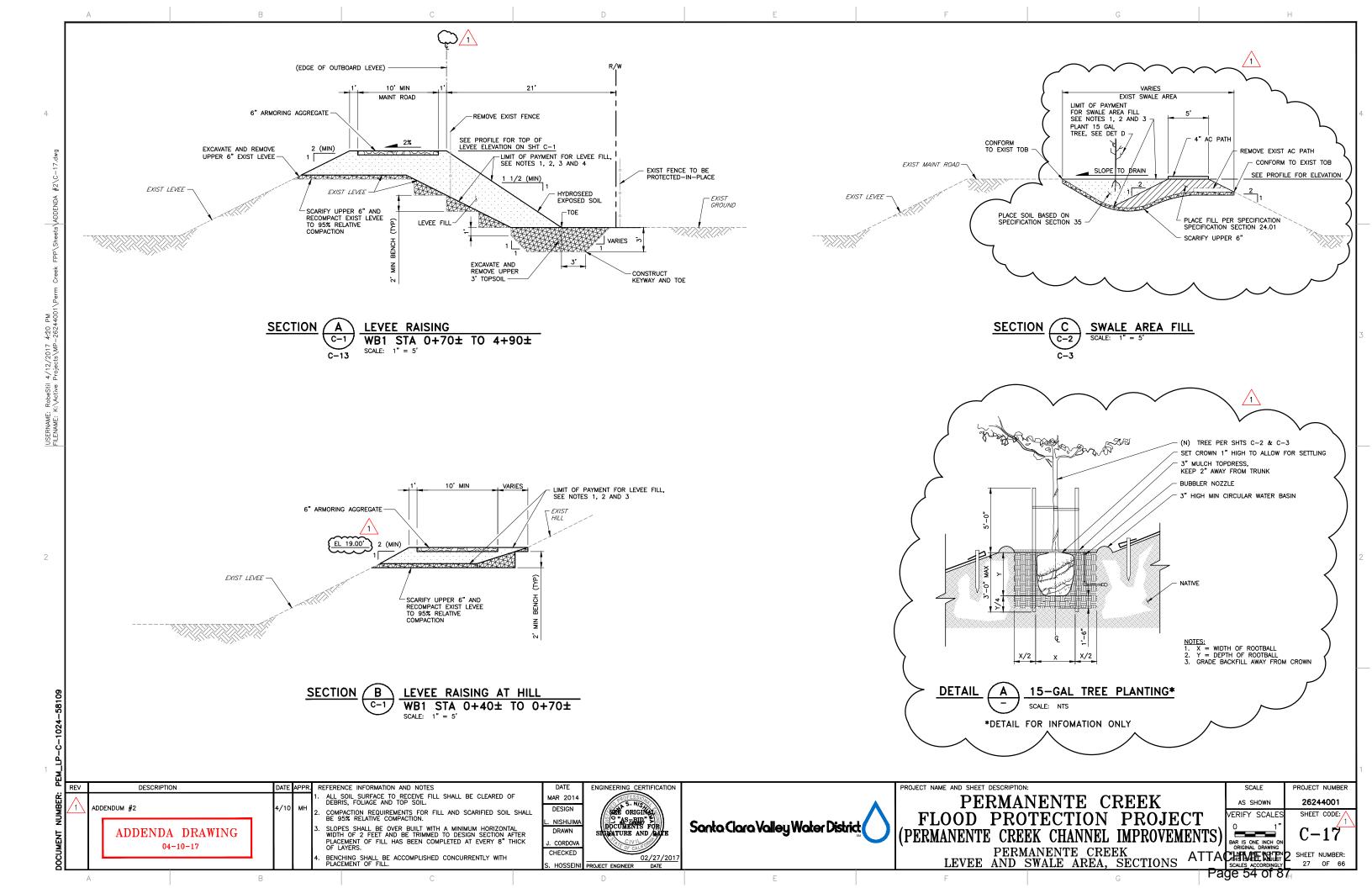


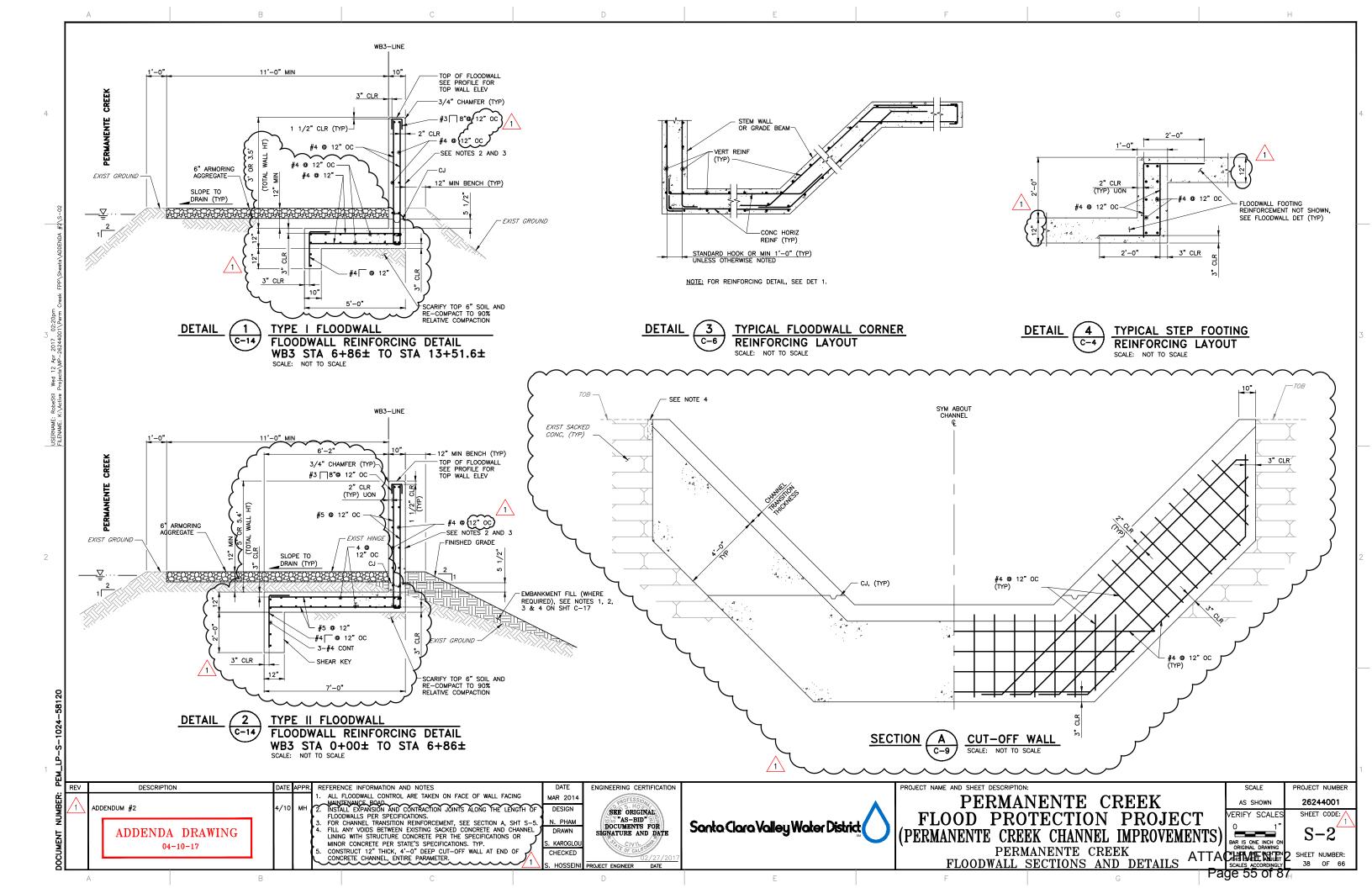


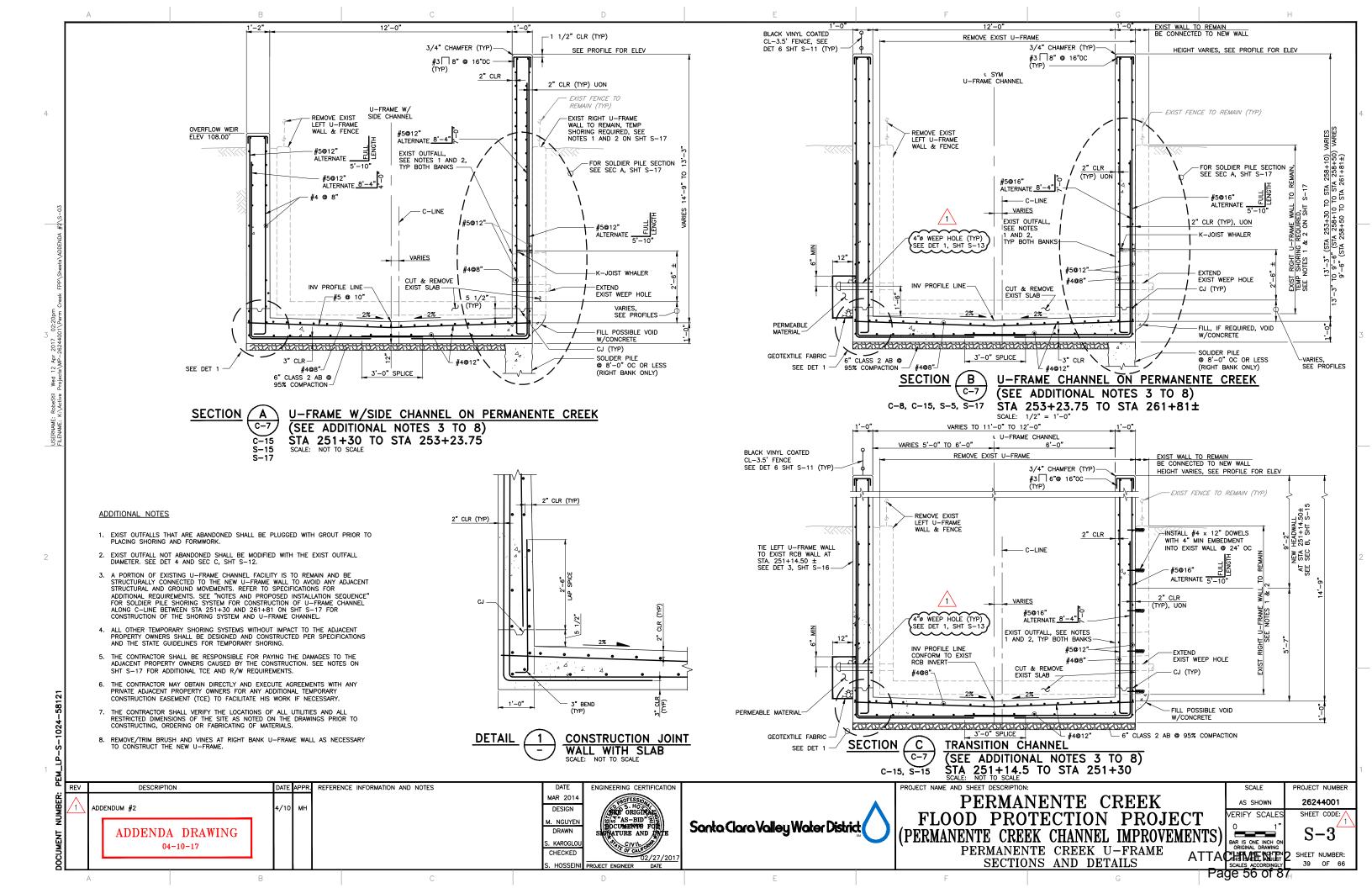


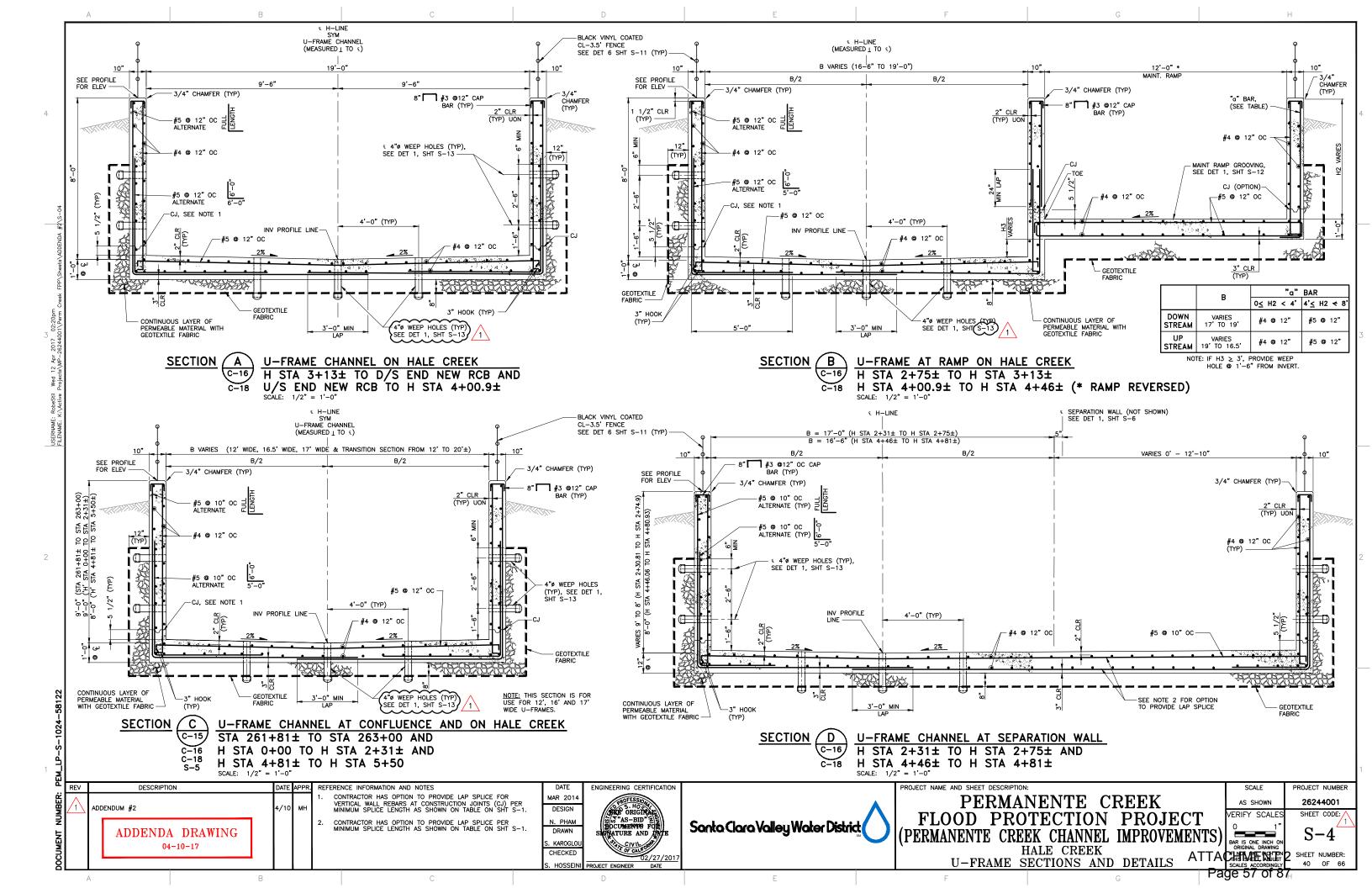


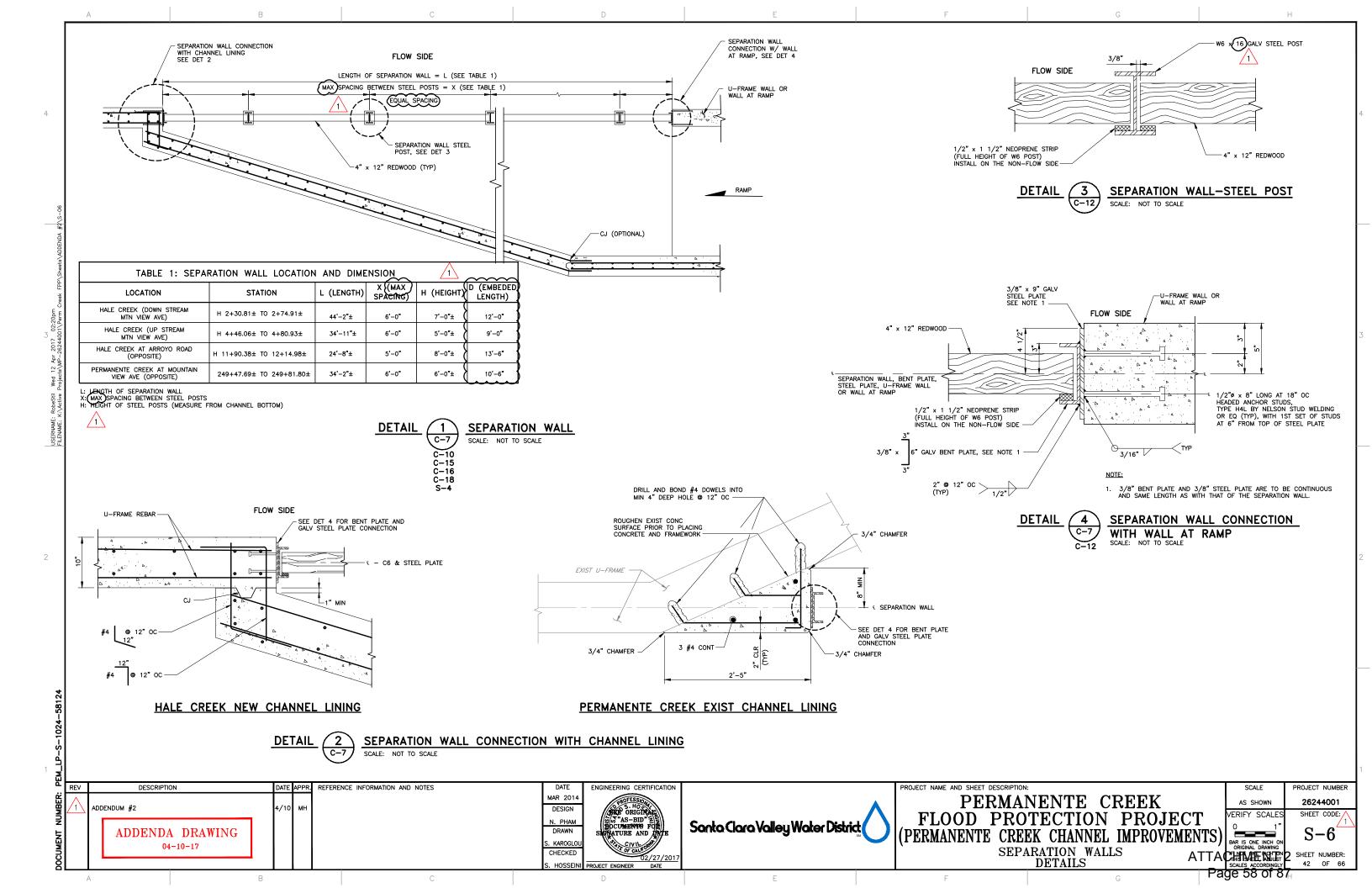


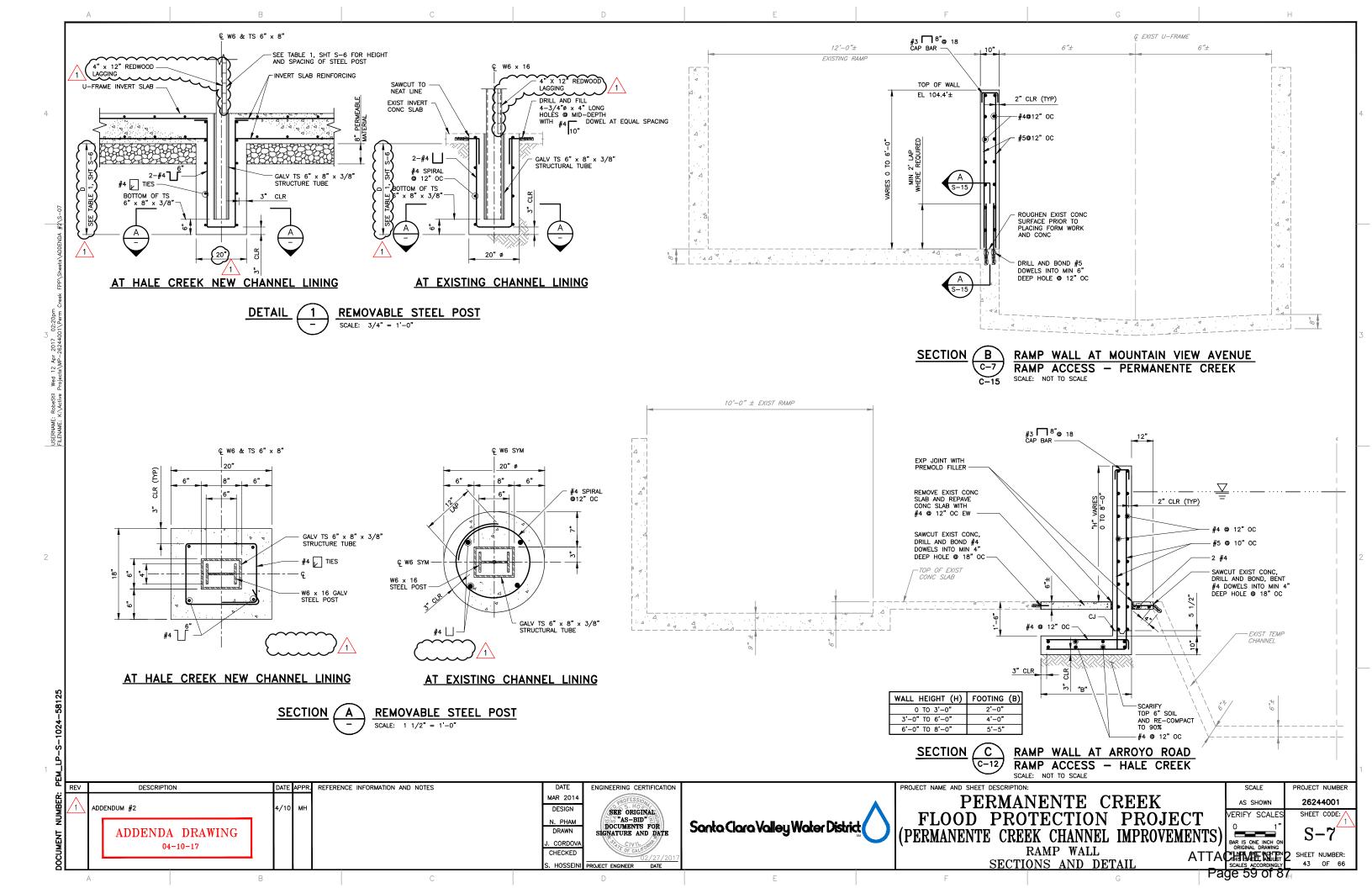


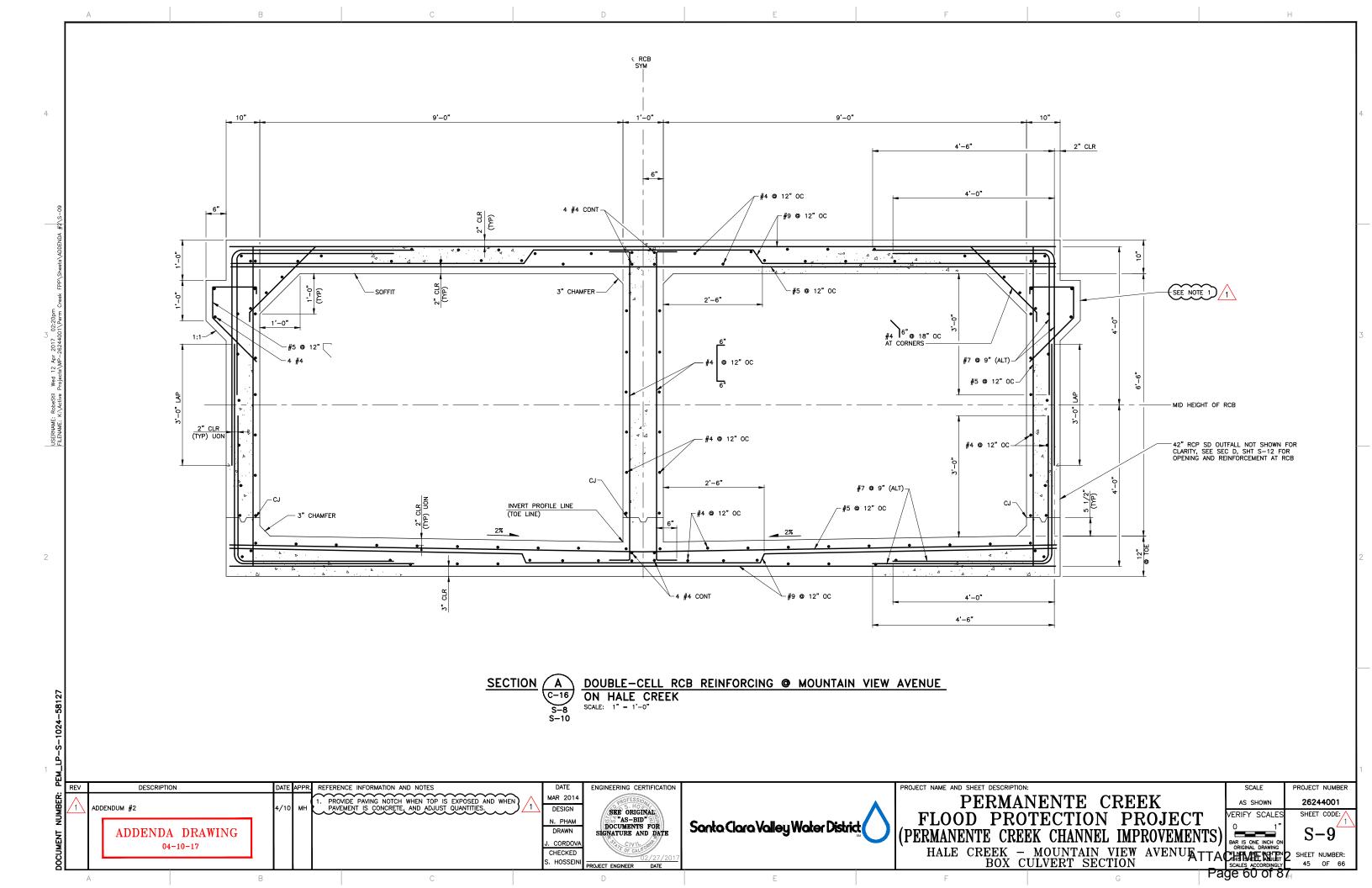


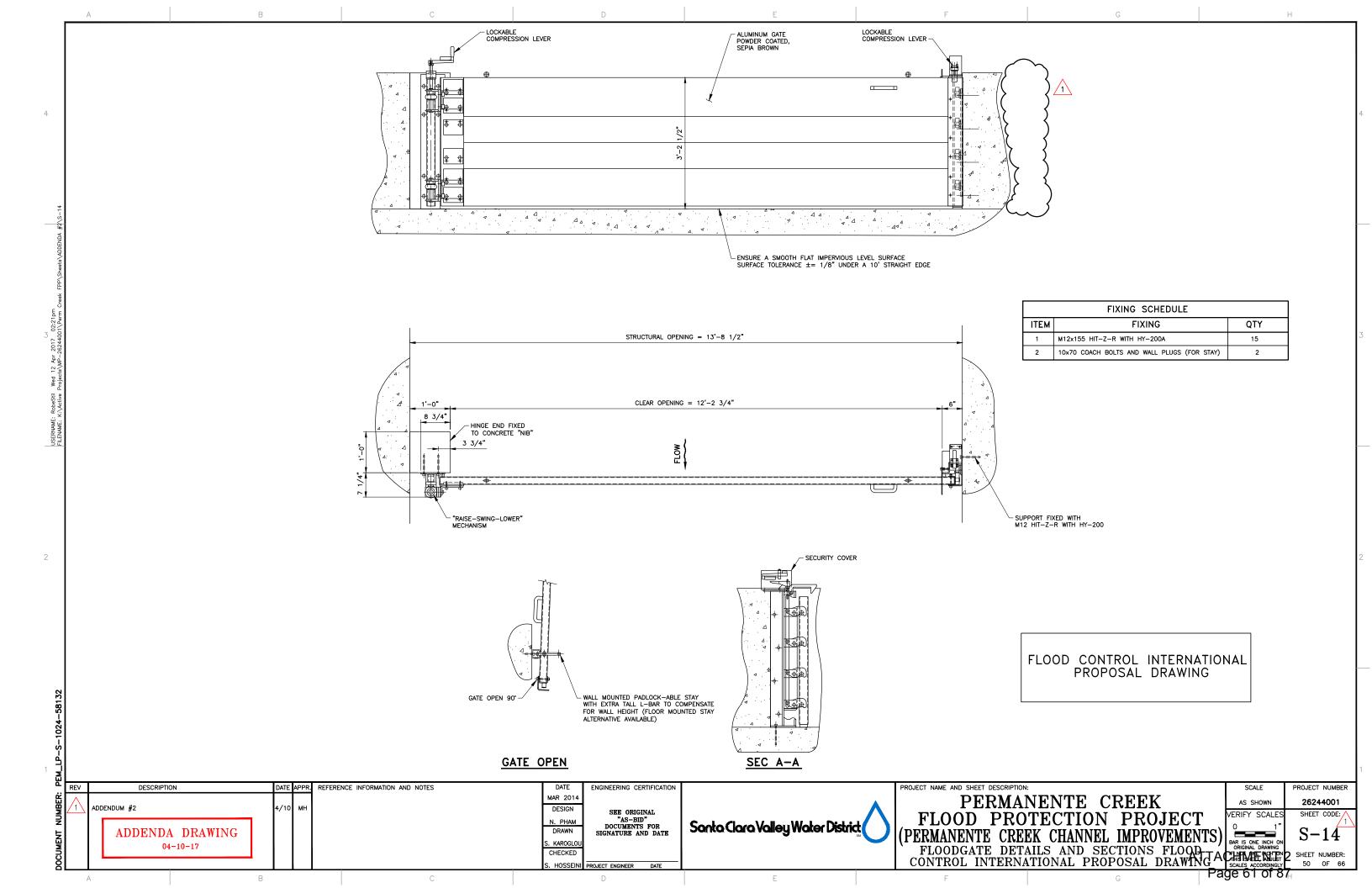












- THE CONTRACTOR HAS OPTIONS TO MODIFY HIS/HER DESIGN AND/OR INSTALLATION SEQUENCE OF THE SOLDIER PILE SHORING SYSTEM TO FACILITATE THE CONSTRUCTION PROGRESS AND SCHEDULE, PROVIDED THAT THE CONTRACTOR'S PROPOSED DESIGN, CONSTRUCTION SEQUENCE, PROCEDURE AND METHODOLOGY ARE PREPARED, CERTIFIED, SIGNED, AND STAMPED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER ARE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION ACCORDING TO THE REQUIREMENTS OF THE SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL OBTAIN ACCESS, INCLUDING BUT NOT LIMITED TO ACQUIRING ALL TEMPORARY CONSTRUCTION EASEMENTS AND/OR RIGHT OF WAY FROM AFFECTED ADJACENT PROPERTY OWNERS NECESSARY TO COMPLETE CONSTRUCTION OF THE SHORING SYSTEM AND THE NEW U-FRAME CHANNEL, IF THE CONTRACTOR CHOOSES TO ADOPT ONE OF THE FOLLOWING FEASIBLE OPTIONS OR HIS/HER OWN OPTION. THESE OPTIONS SHALL BE FURTHER VERIFIED, DESIGNED, AND CERTIFIED BY THE CONTRACTOR'S CIVIL/STRUCTURAL ENGINEER WITH DISTRICT'S REVIEW AND APPROVAL:

- A. TEMPORARY SOIL NAILING SYSTEM TO SUPPORT THE EXISTING WALLS TO REMAIN WHILE THE NEW U-FRAME CHANNEL IS BEING CONSTRUCTED.

 B. INSTALL SOLDIER PILES OUTSIDE AND BEHIND THE EXISTING U-FRAME WALL, THEN CONNECT
- THE EXISTING WALL TO THE SOLDIER PILES PRIOR TO REMOVING THE EXISTING U-FRAME CHANNEL INVERT SLAB.

 C. INSTALL TEMPORARY STEEL SHEET PILE SHORING SYSTEM BEHIND THE EXISTING U-FRAME WALL PRIOR TO REMOVING THE ENTIRE EXISTING U-FRAME WALL AND INVERT.

INSTALLATION SEQUENCE FOR THE SOLDIER PILE SHORING SYSTEM:

- INSTALL STEEL SOLDIER PILES AT 8 FEET ON CENTER AS SHOWN ON THE DRAWINGS AND AS NOTED BELOW (SEE DET 1 AND SEC A OF SHT S-17).
- SAW-CUT AND REMOVE 18" DIAMETER (OR SQUARE) OF EXISTING U-FRAME CHANNEL INVERT SLAB @ PROPOSED PILE LOCATIONS (EXACT LOCATIONS TO BE DETERMINED BY THE CONTRACTOR) ALONG TOE LINE OF THE EXISTING U-FRAME CHANNEL, THEN DRILL 11 DIAMETER HOLE BY 13 FEET DEEP BELOW TOP OF THE PROPOSED U-FRAME INVERT
- 3. WHERE CONSTRUCTION ACCESS IS NOT RESTRICTED, THE CONTRACTOR HAS AN OPTION TO INSTALL DIAGONAL STRUTS ON TOP OF THE EXISTING CONCRETE WALL TO PREVENT WALL DEFLECTION AND TO PROTECT THE ADJACENT STRUCTURES IF NECESSARY. NUMBER AND LOCATION OF THE STRUTS ARE TO BE DETERMINED AND DESIGNED BY THE CONTRACTOR'S
- 4. INSTALL SOLDIER PILE, HP8 \times 36 BY \pm 20 FEET LONG, TO SPECIFIED ELEVATION (SEE DET 1 AND SEC A OF SHT S-17).

- A. SET/ADJUST THE STEEL SOLDIER PILES STRICTLY PLUMB. THE STEEL PILES SHALL BE INSTALLED TO MAINTAIN MINIMUM 1 1/2" CLEARANCE AT TOP OF STEEL PILE ADJACENT TO EXISTING U-FRAME WALL. THIS REQUIREMENT ALSO APPLIES TO AREAS WHERE THE
- EXISTING U-FRAME WALL HAS EXPERIENCED PRE-CONSTRUCTION SLANTING/DEFLECTION. FILL DRILLED PIER HOLES WITH CLASS I CONCRETE TO INVERT SLAB BOTTOM ELEVATION OF THE PROPOSED U-FRAME CHANNEL.
- C. CONNECT THE STEEL PILE TO THE EXISTING WALL AS SHOWN ON PLANS (SEE DET 2
- D. FILL ANY VOID BELOW THE EXISTING WALL WITH LEAN CONCRETE.
- 6. INSTALL K-JOIST WHALER WHERE REQUIRED (SEE DET 2 OF SHT S-17)
- A. FOR SOLDIER PILES SPACING >5 FEET \(\le \) 8 FEET:

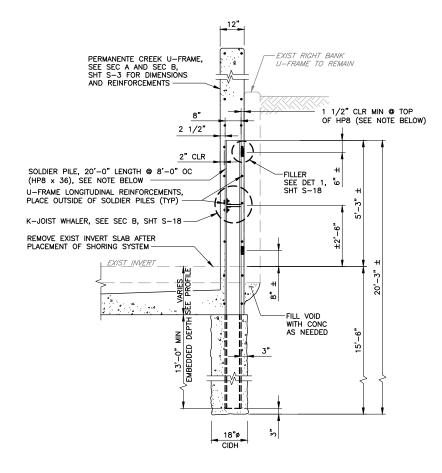
 WHALER TO BE UP TO 8 FEET SPAN, CARRYING UNIFORM LOADING OF 1,800 LBS/LF.

 WHALER MAY BE A PRE-FABRICATED STANDARD K-JOIST TYPE OR EQUIVALENT TO THE CONTRACTOR'S OPTION.

 CONNECT INNER K-JOIST CHORD TO THE EXISTING CONCRETE WALL TO REMAIN AT 3 LOCATIONS USING TIED CLAMP OR STUD BOLTS.

 CONNECT EACH SIDE OF THE OUTER K-JOIST CHORD TO THE STEEL PILE FLANGE WITH BOLTS OR WELDS.

- FOR SOLDIER PILES SPACING < OR = 5 FEET. NO WHALER BEAM IS NECESSARY. THIS MAY BE A SOLUTION FOR THE WALLS WITH EXISTING SLANTING OR DEFLECTION.
- IF THE CONTRACTOR ELECTS TO CONSTRUCT THE SOLDIER PILE SYSTEM WITHOUT WHALER, THE SOLDIER PILE SPAN SHALL NOT BE GREATER THAN 5 FEET. THE FOLLOWING IS THE PROPOSED SEQUENCE IF CHOSEN:
- SOLDIER PILES MAY BE INSTALLED IN SEQUENCE AT DOUBLE SPACING UNTIL SOLIDER PILES AND THE EXISTING WALL HAVE BEEN COMPLETELY CONNECTED TO AVOID POSSIBILITY OF CUTTING INVERT SLAB TOO CLOSE AT THE SAME TIME. REDUCE SOLDIER PILE W8 x 24 TO 18 FEET LONG WITH 11 FEET MINIMUM
- AFTER ALL SAFETY MEASURES HAVE BEEN ASCERTAINED AND IMPLEMENTED, CUT AND REMOVE EXISTING U-FRAME CHANNEL INVERT SLAB:
- . PREPARE INVERT SLAB UPGRADE FOR NEW U-FRAME CHANNEL. EXCAVATE AND INSTALL STRUCTURAL BACKFILL AS PER SPECIFICATIONS REQUIREMENTS.
- B. PLACE REINFORCING REBAR AND FORMWORK FOR THE NEW U—FRAME CHANNEL PER PLANS AND SPECIFICATIONS.
- 8. CONCRETE PLACEMENT PER PLANS AND SPECIFICATIONS

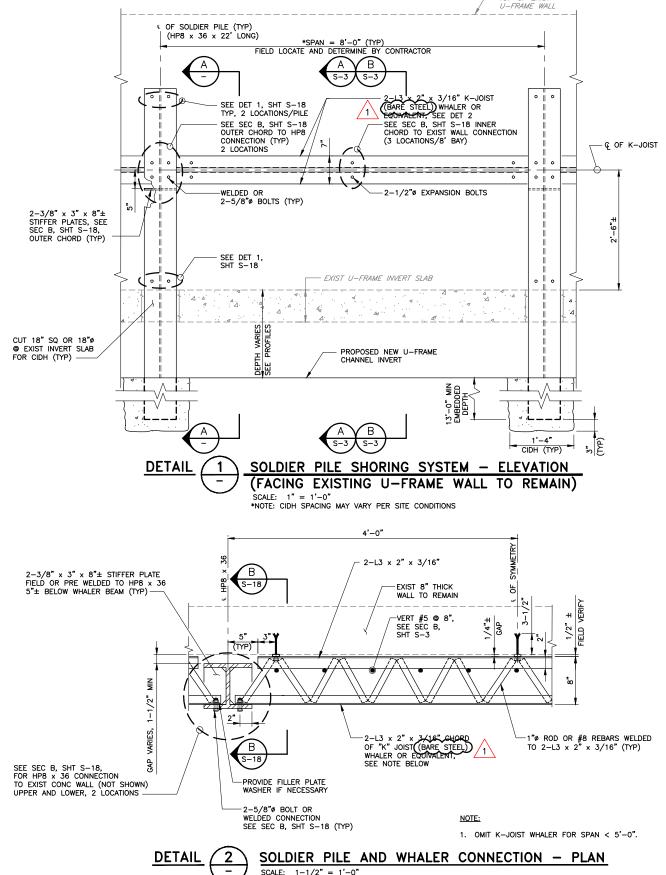


SECTION A \ SOLDIER PILE © PERMANENTE CREEK U-FRAME SCALE: 1/2" = 1'-0"

HOSSEINI PROJECT ENGINEER

NOTE:

THE SHORING SYSTEM AND NEW U-FRAME WALL SHALL BE INSTALLED STRICTLY PLUMB AT LOCATIONS WHERE EXISTING CONCRETE WALL TO REMAIN EXPERIENCES PRE-CONSTRUCTION SLANTING, THE SOLDIER PILE HP8'S SHALL BE INSTALLED VERTICALLY ADJACENT TO THE EXISTING WALL WITH MIN 1 1/2" CLR AT TOP OF

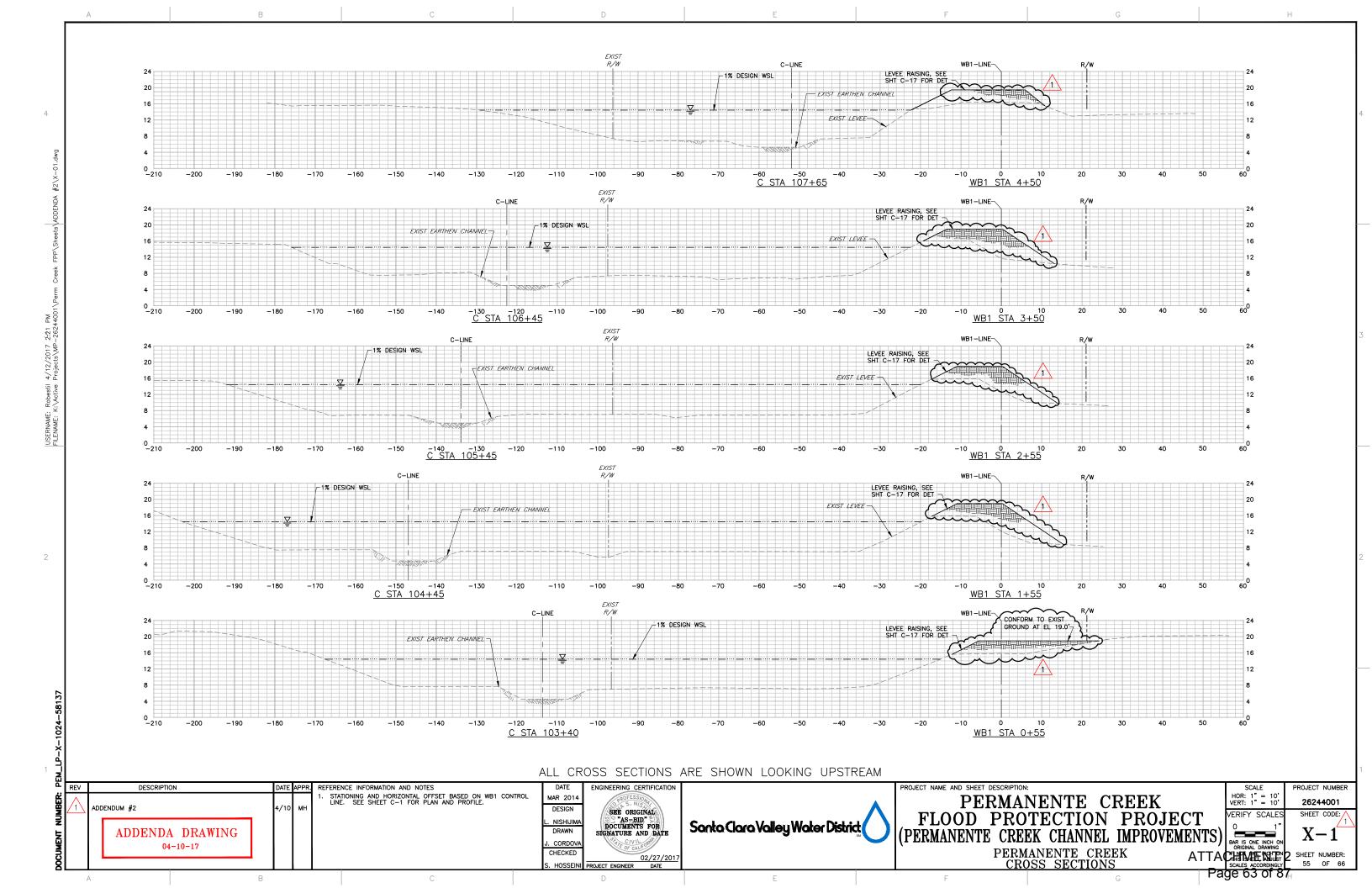


DESCRIPTION REFERENCE INFORMATION AND NOTES ENGINEERING CERTIFICATION MAR 201 ADDENDUM #2 DESIGN SALE ORIGIN Z"AS-BID" Santa Clara Valley Water District ADDENDA DRAWING DRAWN ATURE AND DE CORDON CHECKED

PERMANENTE CREEK FLOOD PROTECTION PROJECT (PERMANENTE CREEK CHANNEL IMPROVEMENTS) PERMANENTE CREEK U-FRAME DETAILS AND SECTION ORIGINAL DRAWING SHEET NUMBER:
BETWEEN C-LINE STA 251+14.50± & 261+81± SCALES ACCORDINGLY 53 OF 66

AS SHOWN 26244001 VERIFY SCALES SHEET CODE: BAR IS ONE INCH ORIGINAL DRAWING

SCALE





CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 630-3088
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/Programs/Construction.aspx.

April 21, 2017

ADDENDUM NO. 3 TO CONTRACT DOCUMENTS FOR THE PERMANENTE CREEK FLOOD PROTECTION PROJECTCHANNEL IMPROVEMENTS Project No. 26244001; Contract No. C0625

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

BID DOCUMENTS

<u>REPLACE</u> BID FORM NO. 1 (REV 1) Proposal Form and Bid Items with BID FORM NO. 1 (REV 2) Proposal Form and Bid Items (ATTACHMENT 1)

SPECIFICATIONS AND CONTRACT DOCUMENTS

TABLE OF CONTENTS

<u>ADD</u> new APPENDIX I: City of Mountain View Shoreline Park Burrowing Owl/Wildlife Management Program Project Evaluation Form

SPECIAL PROVISIONS

Section 13. SPECIAL REQUIREMENTS

Article 13.06. Staging Area

ADD new Paragraph E. as follows:

"E. No staging outside of the ground-disturbance footprint will be allowed north of Amphitheatre Parkway."

Section 17. PERMITS AND REGULATIONS

Article 17.03.02. Vibration Monitoring—Bid Item No. 7

ADD new bullet to the end of Paragraph E. as follows:

"• Means and methods of identifying complaints received, actions taken, and the effectiveness of these actions in resolving disputes."

Article 17.06. Traffic Control

ADD a new sentence to the end of Paragraphs Q. as follows:

"When special needs or events require unimpaired access for local businesses and residents, 7-days advance notification shall be provided."

ADD new Paragraphs U. through DD. as follows:

- "U. Include an emergency contact number for the public in the notification to provide an opportunity for the District to promptly address any access issues that arise during construction.
- V. Provide 30-day advance notification of necessary closures on pedestrian/bicycle trails or paths. The detour routes shall be designed in conformance with the VTA Bicycle Technical Guidelines (BTG).
- W. Provide clearly marked pedestrian and/or trail detours if any sidewalk or pedestrian walkway closures are necessary.
- X. Provide clearly marked bicycle detours if heavily used bicycle routes must be closed or if bicyclist safety would be otherwise compromised.
- Y. Provide crossing guard and/or flaggers as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.
- Z. Locate all stationary equipment as far away as possible from areas used by vehicles, bicycles, and pedestrians.
- AA. Flaggers provided for the Project shall be trained and experienced in the proper techniques for flagging and traffic control. The flagger shall comply with Caltrans Standards for Control of Traffic through work zones as described in the California Manual on Uniform Traffic Control Devices (CA MUTCD). If a flagger is not performing his/her duties to the satisfaction of the City of Mountain View or the Engineer, the Contractor shall be required to replace the flagger with a police officer at the Contractor's expense.
- BB. Contractor shall leave an emergency phone number with the city emergency communications centers and keep the centers informed daily regarding detours.
 - Provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles. Ensure clear emergency access to all existing buildings and facilities at all times.

- 2. Emergency access plan shall be submitted as part of the overall traffic control plan.
- CC. Construction traffic shall avoid the Springer Road/El Monte Avenue and Springer Road/Fremont Avenue intersections at peak traffic hours. Alternate routes shall be indicated in the traffic control plan.
- DD. Signage announcing the closure and detour of the Mountain View Avenue creek crossing shall be posted at least 2 weeks in advance of closure."

Article 17.09. Discovery of Archeological Artifacts and Human Remains

REPLACE Article title with:

"Article 17.09. Discovery of Paleontological Artifacts"

DELETE Paragraph C. in its entirety.

ADD a new Paragraph E. as follows:

"E. If vertebrate fossils are discovered during construction, all work on the site shall stop immediately until the qualified paleontologist can assess the nature and importance of the find and recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds."

Section 18. ENVIRONMENTAL

Article 18.07.01. Regulatory Requirements

DELETE Paragraph C. in its entirety.

Article 18.07.02. Scope of Work

REPLACE Paragraph B. with:

"B. Prior to the District releasing the site to the Contractor, the Contractor and the District Biologist shall assess the site to determine the presence of nesting birds protected by all applicable statutes, as well as the existing protective buffer zones and exclusion devices within or near the construction areas."

Article 18.07.03. Cooperation with District's Biologist

ADD Paragraph C. as follows:

"C. Qualifications for required biological survey and monitoring staff are:

Qualified Biologist: a Plant, Wildlife or Fisheries Biologist, or person holding similar title who shall have a minimum of five years of

academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project area or specialized certification requirements (e.g., handling permit). They should be capable of conducting a biological assessment and possess the following qualifications:

- experience with and ability to conduct biological literature reviews; systematically acquire, critically analyze and interpret ecological data sets and sources; use GIS to locate project areas and obtain and overlay relevant data sets; perform field studies (including the use of standard mapping and sampling methods); and synthesize results from multiple data sources and types;
- 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 BS or BA or equivalent degree in, botany, wildlife biology, fisheries or a related field.

Qualified Plant Biologist: meets all requirements of a Qualified Biologist plus the following:

- experience designing and conducting floristic field surveys and studies;
- experience assessing the ecological functions and values of plant communities;
- knowledge of plant taxonomy and plant community ecology and classification;
- familiarity with the plants of the area, including special status and locally significant plants, as well as non-native and invasive plant species;
- experience with analyzing impacts of a project on native plants and communities;
- experience with soil science and hydrology; and
- knowledge of federal, state and local laws, regulations and ordinances governing special-status species and natural communities; including wetlands, riparian, and Waters of the US.

Qualified Wildlife Biologist: meets all requirements of a Qualified Biologist plus the following:

- experience designing and conducting focused and general wildlife surveys and studies;
- familiarity with wildlife of the area, including special status, nonnative, native, and invasive species;
- knowledge of local wildlife ecology, life histories, classification, and field identification techniques;
- experience analyzing impacts of a project on native wildlife and their habitats; and
- knowledge of federal, state and local laws, regulations and ordinances governing wildlife and wildlife management techniques.

The Contractor shall submit for written approval by the Engineer the names and resumes of all qualified biologists and biological monitors involved in conducting surveys and/or monitoring work."

Article 18.07.08. Vegetation Management for Nest Prevention

ADD new Paragraph F. as follows:

"F. Contractor will provide a biological survey prior to cutting or pruning of any trees on site. Cutting or pruning of any trees on site must be performed by a Contractor-provided ISA-certified arborist or by a Contractor-provided ICA-certified treeworker under direct supervision of an ISA-certified arborist and in accordance these Specifications."

Article 18.08. Other Wildlife and Fish Species

ADD new Paragraphs B. through I. as follows:

"B. The sensitive species that could be present along the project site include, but are not limited to:

Species
Western pond turtle (Actinemys marmorata)
Pallid bat (Antrozous pallidus)
Hoary bat (Lasiurus cinereus)
Yuma myotis (Myotis yumanensis)
Dusky Footed Woodrat
Burrowing Owl
Saltmarsh Harvest Mouse
Ridgway's Rail
California Black Rail

- C. If western pond turtles are found after installation of the fence barrier, the Contractor's Biologist shall conduct daily inspections of the project work area and staging area prior to the commencement of construction activities. If the Contractor's Biologist determines that sensitive species are not within the work area, equipment or materials may be moved onto the work site and project activities may commence.
- D. The Contractor shall cooperate with the District Biologist on the implementation of several measures, including; worker awareness of which species are protected, their nesting seasons and seasonal variability; surveys to determine the presence of special status species in the project area; establishment of protective buffer zones around nests; and periodic monitoring to assure the adequacy of the compliance measures.
- E. The Contractor shall cooperate with District Biologist and be aware of special status species nesting seasons and variability; monitor the project site; perform preventative and deterrence measures; 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, 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.
- F. The Contractor shall employ a biologist meeting the qualifications of "Qualified Biologist" as listed in Section 18.07.03 to supervise all work under this Article. At anytime during the Contract, the District reserves the right to request a replacement biologist due to non-performance or for reasons outlined in Article 9.05 of these Specifications.
- G. Prior to the District releasing the site to the Contractor, the Engineer, the Contractor, and the District Biologist shall assess the site to determine the presence of sensitive species protected by all applicable statutes, as well as the existing protective buffer zones within or near the construction areas.
- H. A Contractor's Biologist will monitor regulatory compliance and coordinate with the Engineer, in conformance with: (i) this Article; (ii) the project-specific Mitigation Monitoring and Reporting Program (MMRP) requirements relating to this Article; and (iii) all applicable permit conditions.
- I. The District will have monitored and controlled the site, including installing and maintaining protective buffer zones as necessary, until the issuance of the Notice to Begin Work, at which time the site will be released to the Contractor. Upon accepting the site, the Contractor shall assume complete responsibility for the site, including vegetation management and existing protective buffer zones, and shall perform all required work as specified herein."

ADD new Article 18.08.07. Submittals as follows:

"18.08.07. Submittals

- A. Submit résumé of qualifications of Contractor Biologist for the Engineer's review. The Contractor's biologists' qualifications must meet the minimum requirements as specified for "Qualified Biologist" listed in 18.07.03.C. The résumé shall be submitted and must be favorably reviewed by the Engineer prior to any commencement of work at the site.
- B. If any sensitive species are found, the Engineer must be immediately notified. Submit survey reports to the Engineer within two days upon completion of the survey and at least two days prior to commencement of the project-related activities.
- C. Submit to the Engineer, no later than 15th day of each month, a monthly report prepared and signed by the Contractor's biologist that documents the activities of the Contractor including, at a minimum, the status protective buffer zones, and their locations, as well as report the current status of previously documented sensitive species.
- D. Maintain and, when requested by the Engineer, submit a log, including photo-documentation, weekly documenting the time, date, condition of sensitive species, and any actions taken during inspections.
- E. Contractor will provide product data for fencing for protective buffer zones and any shop drawings as deemed appropriate by the Engineer.
- F. If Contractor wishes to modify the dimensions of any protective buffer zone a written proposal of such modification must be submitted for review and approval by the Engineer. The submittal must contain the Contractor Biologist's written justification for the proposed modification and shall include a description of the anticipated effects on the sensitive species.
- G. Contractor shall complete the City of Mountain View Shoreline Park Burrowing Owl/Wildlife Management Program Project Evaluation Form (**Appendix I**) and send to the Engineer 30 days before the Contractor begins work (or stages materials or equipment) for Work Area 1."

TECHNICAL PROVISIONS

SECTION 24. EARTHWORK

Article 24.01. Levee and Embankment Fill—Bid Item No. 9 Swale Area Fill—Bid Item No. 10

A. Scope of Work

ADD new Paragraph A.4. as follows:

"4. Construct Swale Planting area in accordance with Article 35, "Swale Planting."

SECTION 26. SPECIAL STRUCTURES

Article 26.07. Concrete Channel Transition—Bid Item No. 21

A. Scope of Work

REPLACE the first sentence in Paragraph A.1. as follows:

"Concrete channel transition shall consist of the construction of the reinforced concrete channel lining, cut-off wall, and appurtenances."

APPENDICES

<u>ADD</u> new APPENDIX I: City of Mountain View Shoreline Park Burrowing Owl/Wildlife Management Program Project Evaluation Form (ATTACHMENT 2)

GENERAL QUESTIONS & RESPONSE

Question 1	Does the District have any historical flow data (at least for the last few years) for Hale and Permanente Creeks?
Response 1	Please refer to the "PERMANENTE CREEK SYSTEM FLOW GAGE DATA (IN CFS) - 2014 TO 2016" report and the "PERMANENTE GAGE MAP" posted under "District Furnished Documents" at http://www.valleywater.org/Programs/Construction.aspx
Question 2	The engineer's estimate shows there are three Monitoring Wells that need to be abandoned and removed however, there appears to only be two on the plans (Sheets C-1 & C-9). Please confirm there are only two wells that need to be abandoned and removed or provide information on the third well. Also, there are no details regarding the diameter and depth of the existing wells that require removal in/on the specifications and drawings. Please confirm if the well casings are steel or PVC casings, the depth of the wells, if these are Above Ground monuments or Flush Grade well covers, and if there are any bollards that are needed to be removed in the process.
Response 2	The Bid Form was revised in Addendum No. 2 to reflect two monitoring wells to be abandoned and removed. Details on the wells (TB1/TBMW1 and TB7/TBMW7) can be found in the Geotechnical Investigation Report, which is available on the District Furnished Document link for the Project at http://www.valleywater.org/Programs/Construction.aspx . Per the Geotechnical Report, the drilling contractor installed standpipe piezometers for Borings TB-1 and TB-7. The piezometers were backfilled with No. 3 Monterey sand, hydrated bentonite pellets, cement grout, and capped with a flush-mounted utility box set in place with concrete cement. Each standpipe piezometer consists of a 2-inch diameter solid PVC pipe and screened PVC pipe with 0.02-inch-wide slot openings.

Question 3	Is there a max construction joint limitation for concrete pours?
Response 3	Please refer to Addendum No. 2, Article 25.01, paragraph C.14 and Article 25.01, paragraph E.4 of the Project Specifications.
Question 4	Section 25.04-B-4 says expansion joints will be placed at locations shown on the plans. I don't see any expansion joints labelled on the plans. Is there a standard spacing for the floodwalls and U channel for expansion joints?
Response 4	Please refer to Addendum No. 2, Article 25.04., Paragraph B.4. is deleted in its entirety. Please refer to Addendum No. 2, Article 25.01., Paragraph C.14. and Article 25.01., Paragraph E.4. of the Project Specifications for the expansion joint and contraction joint spacing requirement.
Question 5	Is this project subject to the Buy America or Buy American material requirement for steel products?
Response 5	There are no Buy American requirements for this project.
Question 6	What are the union labor requirements for this project?
Response 6	There are no requirements for union labor. However, all workers employed on this Project must be paid at rates at least equal to the prevailing wage rates as determined by the State of California Department of Industrial Relations pursuant to §1770 of the Labor Code. The contractor must comply with all other requirements in §1770 of the Labor Code including apprentice requirements.
Question 7	Note 11 on C-19 states that "A CMS shall be installed two weeks in advance of any traffic control." No location or quantity of CMS are listed on the Traffic Control Plans C-19 & C-20. Please confirm the quantity of CMS required, the locations, and if they are only required for the two weeks prior to road closures NOT the entire duration of the closure.
Response 7	Contractor shall install CMS (PCMS) for any traffic control from two weeks in advance and during the construction of MV Avenue culvert providing information to assist road users in making decisions prior to the point where actions must be taken. In this case, it would be the location where advanced notice of roadway closures is needed; Based on CA MUTCD 2014, on local roads, the message displayed on Portable Changeable Message signs should be visible from a distance of 1500 feet and shall be legible from a distance of 750 feet, at noon on a cloudless day, by persons with vision of or corrected to 20/20.

THIS ADDENDUM NO. 3, WHICH CONTAINS 10 PAGES AND 2 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: _____

Ngoc Nguyen, P.E.

Interim Deputy Operating Officer

Watershed Design and Construction Division

Enclosures:

ATTACHMENT 1: BID FORM NO. 1 (REV 2) Proposal Form and Bid Items

ATTACHMENT 2: APPENDIX I: City of Mountain View Shoreline Park Burrowing Owl/Wildlife

Management Program Project Evaluation Form

PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS

ADDENDUM NO. 3

ATTACHMENT 1: BID FORM NO. 1 (REV 2) Proposal Form and Bid Items This page intentionally left blank.



BID FORM NO. 1 (REV 2) Proposal Form and Bid Items

Page 1 of 6

This form must be completed in ink and changes must be initialed.

Honorable Board of Directors Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the PERMANENTE CREEK FLOOD PROTECTION PROJECT- PERMANENTE CREEK CHANNEL IMPROVEMENTS, the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within 570 calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with Articles 4.03. & 4.04. of the Standard Provisions. If the Bidder fails to meet these requirements within the time specified in Article 4.04 of the Standard Provisions the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

	TOTAL BID:	\$		<u></u>		
			enda to the Bid Documents: rg/Programs/Construction.aspx.			
	NO Addenda received					
	Addenda received as f	ollows:				
	Addendum No.	Date	Addendum No.	Date		
	Addendum No.			Date		
reject openi The u	tion of Bid, if it can be esting.	stablished that Bidde read and understand	on the Bid Form is not, in itself, or did, in fact, receive such Adde	endum prior to Bid		
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Co	NTRACTOR'S CALIFORNIA LIC	ENSE				
Nu	MBER:					
Da ⁻	TE OF EXPIRATION:					
Lic	ENSE CLASSIFICATION(S):					
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Ем	AIL ADDRESS:					
0.0						
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Bid	lder's Signature:			Date:		
Bid	lder's Name and Title (Prin	t):				



BID FORM NO. 1 (REV 2) Proposal Form and Bid Items Page 2 of 6

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	COMPLIANCE WITH NPDES GENERAL PERMIT	1 Lump Sum		
2	MIGRATORY BIRDS	1 Lump Sum		
3	MOBILIZATION/DEMOBILIZATION	1 Lump Sum		
4	CONCRETE REMOVAL & SITE DEMOLITION	1 Lump Sum		
5	CLEARING & GRUBBING	1 Lump Sum		
6	SITE REVIEW AND MONITORING (AT PERMANENTE CREEK)	1 Lump Sum		
7	VIBRATION MONITORING	1 Lump Sum		
8	CONTROL OF WATER	1 Lump Sum		
9	LEVEE & EMBANKMENT FILL	1,940 Cubic Yard		



ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
10	SWALE AREA FILL	1,250 Cubic Yard		
11	ARMORING AGGREGATE	380 Cubic Yard		
12	DOUBLE-CELL BOX CULVERT	135 Cubic Yard		
13	CONCRETE FLOODWALL TYPE I	665 Linear Foot		
14	CONCRETE FLOODWALL TYPE II	690 Linear Foot		
15	WALL AT RAMP (AT ARROYO ROAD MAINT. RAMP)	15 Cubic Yard		
16	WALL AT RAMP (AT MTN VIEW AVENUE RAMP)	5 Cubic Yard		
17	CONCRETE U-FRAME CHANNEL (HALE AND PERMANENTE CREEK)	810 Cubic Yard		
18	SPECIAL CONCRETE U-FRAME (AT PERMANENTE CREEK)	1,570 Cubic Yard		



ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
19	FLOOD GATE SYSTEM	1 Lump Sum		
20	FLOW SEPARATION WALLS	900 Square Foot		
21	CONCRETE CHANNEL TRANSITION	95 Cubic Yard		
22	NOT USED	1 Lump Sum		
23	NOT USED	1 Lump Sum		
24	TRAFFIC CONTROL	1 Lump Sum		
25	ASPHALT CONCRETE PAVEMENT	1,730 Square Foot		
26	42-INCH STORM DRAIN PIPE AND MANHOLE REPLACEMENT	1 Lump Sum		
27	WATERLINE RELOCATION (BY CALIFORNIA WATER SERVICE COMPANY)	1 Lump Sum		



ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
28	NOT USED	1 Lump Sum		
29	12-FOOT SINGLE-SWING 6-FOOT BLACK VINYL CHAIN LINK GATE	2 Each		
30	NOT USED	1 Lump Sum		
31	3.5-FOOT BLACK VINYL CHAIN LINK FENCE	2,230 Linear Foot		
32	6-FOOT BLACK VINYL CHAIN LINK FENCE	150 Linear Foot		
33	WOOD FENCE	380 Linear Foot		
34	WELL ABANDON & REMOVAL	2 Each		
35	IRREGULAR INVERT SLAB RETROFIT	450 Square Foot		
36	SWALE PLANTING	1 Lump Sum		
BASE BID SUBTOTAL				



SUPPLEMENTAL BID ITEMS

These Bid Items may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	Supplemental Bid Item, Sewer Line Replacement	1 Lump Sum		
TOTAL SUPPLEMENTAL BID				
TOTAL BID (Base Bid Subtotal + Supplemental Subtotal)				

PERMANENTE CREEK FLOOD PROTECTION PROJECT PERMANENTE CHANNEL IMPROVEMENTS

ADDENDUM NO. 3

ATTACHMENT 2:

APPENDIX I: City of Mountain View Shoreline Park Burrowing Owl/Wildlife Management Program Project Evaluation Form

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APPENDIX I

City of Mountain View Shoreline Park Burrowing Owl/Wildlife Management Program

Project Evaluation Form

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SHORELINE BURROWING OWL/WILDLIFE MANAGEMENT PROGRAM

PROJECT EVALUATION FORM INSTRUCTIONS

Complete the Project Evaluation (PE) Form for all projects at Shoreline and include the following:

- 1. A detailed description of the project, including a clear justification of the need for the project that cites the regulations or laws that require the action, its location, start date, completion date, and contact person. In addition to quantifying the exact acreage of the project (including proposed haul routes, staging area, fill zone, etc.), the description will explain the need for the size of the project impact.
- 2. A map of the location of the project showing the boundary of the project site.
- 3. This boundary will be marked by both the originator of the PE and the burrowing owl biologist.
- 4. Temporary fencing, barricades, or other devices shall be utilized to provide containment of the approved activities.
- 5. All outside contractors, including truck drivers, will be accompanied or will take a workshop providing information as to the sensitivity of the site, the location of nearby active burrowing owl burrows, and the routes to be taken at all times.
- 6. A list of vegetation, foraging habitat, nesting habitat, and ground squirrel restoration mitigations to be implemented when the project is completed.
- 7. The PE will be signed by both the originator and the biologist after the site has been marked.

Form Instructions



CITY OF MOUNTAIN VIEW

SHORELINE BURROWING OWL/WILDLIFE MANAGEMENT PROGRAM PROJECT EVALUATION FORM

ORIGINATION DATE:	
WILDLIFE PRESERVATION BIOLOGIST: Philip Higgins	
PROJECT:	
PROPOSED DATE:	
LOCATION:	
DESCRIPTION:	
Following section to be completed by Wildlife Preservation Biologist or Burrowing Specialist	Owl
EFFECT ON WILDLIFE:	
APPROVAL STATUS:	
AVOIDANCE MEASURES:	
COMPLETION DATE:	
FINAL COMMENTS:	
	PROJECT: