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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.*

June 29, 2018

**ADDENDUM NO. 4
TO CONTRACT DOCUMENTS FOR THE MATADERO CREEK
SEDIMENT REMOVAL & EROSION REPAIR AND
SAN TOMAS AQUINO CREEK EROSION REPAIR PROJECT
Project No. 62084001 Contract No. C0642**

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

BID DOCUMENTS

NOTICE TO BIDDERS (REV 1)

Item 4. Contract Time.

REPLACE paragraph in its entirety with:

"Time limit for the completion of the work is 82 calendar days.

- A. Milestone #1 Completion of all contract work and all winterization activities by October 7, 2018."

BID FORM NO. 1

REPLACE BID FORM NO. 1 Proposal and Bid Items with:

"BID FORM NO. 1 (REV 1) Proposal and Bid Items" (**ATTACHMENT 1**)

INSTRUCTION TO BIDDERS

Item 22. EXECUTION OF CONTRACT

REPLACE Paragraph B. in its entirety with:

- "B. The Contractor must submit the required bonds and insurance documents within five (5) days of District's Notice of Contract Award letter, not including Sundays and legal holidays."

ADDENDUM NO. 4
Santa Clara Valley Water District
MATADERO CREEK SEDIMENT REMOVAL & EROSION REPAIR
AND SAN TOMAS AQUINO CREEK EROSION REPAIR PROJECT

SPECIAL PROVISIONS

SECTION 12. WORK AND CONTRACT TIME(S)

Article 12.03. Contract Time(s)

REPLACE Paragraph A. in its entirety with:

- "A. The Contractor shall complete all Work required under the Contract before the expiration of 82 Calendar Days from the first chargeable Day of the Contract. The first chargeable Day of the Contract shall be in the NTP issued by the District."

REPLACE Paragraph C. in its entirety with:

- "C. Work shall include the following Milestones and their Completion Dates:

1. Milestone 1: Completion of all contract work items by October 7, 2018."

REPLACE Paragraph E. in its entirety with:

- "E. If the Contractors starts the critical and measurable construction work later than the time specified in Article 12.07.O and per the Preliminary Progress Schedule per Article 12.07.N, due to any reason including shortage of resources, or shortage of workforce, or shortage of materials, or lack of management staff availability then, the Contractor is responsible for recovery schedule per Article 12.07.T without any additional compensation and the Contractor is subject to damages per Article 12.05 for delays."

Article 12.07. Changes

REPLACE Paragraph V. in its entirety with:

- "V. Referencing Article 7.06.B, Submittal Review Procedures: For submittals that require the Engineer's review, one (1) copy shall be returned to the Contractor within two (2) Working Days of receipt. The Contractor shall make any necessary corrections and revisions to the returned submittals and shall resubmit the submittals within two (2) Working Days of receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including re-submittal without delaying construction."

SECTION 15. GENERAL COORDINATION

Article 15.04. Construction Survey

REPLACE Paragraph I.4.A. in its entirety with:

- "A. Pre-excavation survey to be performed after cleaning and grubbing, vegetation removal, and after removal of concrete lining at Matadero Creek. Sediment cross

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sections and profiles survey shall be performed after dewatering the sediment removal area. Pre-project area sediment cross sections and profiles shall be performed with no stagnant water condition. Pre-project survey shall be performed for San Tomas Aquino Creek after shot blasting and sand blasting to determine the quantity for the High Early Strength Fiber Reinforced Concrete. Pre-construction survey data shall be provided by the Contractor to the Engineer and no earthwork or concrete placement shall begin until pre-construction survey has been reviewed and approved by the Engineer. The issuance of payment for all Bank Cubic Yard (BCY) in place, BCY excavation including A) subgrade excavation in BCY quantities and embankment fill Compacted Cubic Yards (CCY) quantities will be based on the approved pre-construction survey data. Pre-construction surveys shall be done and completed five (5) working days prior to any excavation and embankment work."

ADD Paragraph I.4.B.as follows:

- "B. All existing reflective depth markers along the easterly creek bank concrete lining just upstream of West Bayshore Road Bridge shall be surveyed at the center individually and located with x, y, z coordinate prior to demolition of the concrete lining."

ADD Item I.9. as follows:

- "9. Contractor shall reinstall all of the reflective depth markers similar in kind that was demolished at the corresponding locations of x, y, z surveyed under Pre-Project Survey."

SECTION 18. PERMITS AND REGULATIONS

DELETE Article 18.03.03. in its entirety

TECHNICAL PROVISIONS

SECTION 23. PREPARATORY WORK

Article 23.03.01.01. Scope of Work

ADD Paragraphs J., K., L., M., and N., as follows:

- "J. Contractor shall coordinate with the City of Palo Alto with respect to work schedule for removal of the trash boom before sediment removal operation and reinstallation of the trash boom after the sediment removal operation. The City of Palo Alto will remove the trash boom and re-install the trash boom.
- K. Contractor shall coordinate with City of Palo Alto with respect to the schedule as well as any discharges including ground water flows, if any, from the storm water pump station outlet.

- L. Contractor shall construct water control system to accommodate two stages or more as required for the sediment excavation operation. Cofferdams and pumps may be needed with construction stages of sediment removal work; from upstream Project limit to downstream of Greer Road bridge as one stage and the second stage shall be from the limit of first stage to downstream Project limit. The second stage shall only start after the completion of the City of Palo Alto pump station, but no later than September 4, 2018 or any earlier date agreeable by the City.
- M. Contractor shall coordinate with City of Palo Alto with pump station operation.
- N. The coffer dam at downstream of West Bayshore Road shall have a minimum of 5 feet high above the existing ground."

Article 23.04.05. Payment

REPLACE Paragraph A. in its entirety with:

- "A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work required for Winterization, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be included in the not-to-exceed bid based on actual expense with acceptable back up documentation for **WINTERIZATION -Supplemental Bid Item No. 1**, if authorized by the District."

ADD New Title as follows:

"23.05. Control of Water – Additional Work – Supplemental Bid Item No. 2"

ADD New Articles 23.05.01. through 23.05.05 as follows:

"23.05.01. Scope of Work

- A. Contractor shall provide a temporary piping system from the City of Palo Alto pump station to downstream of coffer dam located downstream of the West Bayshore Road bridge, if required. This work shall include any connection with to the outflow pipes of the City of Palo Alto pump station and shall include the piping system through the coffer dam which may require possible reconstruction of coffer dam at this location.
- B. This additional work would only be called for by the Engineer, if needed, after completion sediment removal work from upstream Project limit to downstream of Greer Road bridge, if needed.

23.05.02. Materials

- A. Materials shall include pipes, connectors, couplings, manifold etc. for the temporary drainage of the pump station water.

23.05.03. Placement

- A. The Contractor shall only carry out this work if instructed to do so by the Engineer in writing.

23.05.04. Measurement

- A. Control of Water – Additional Work shall not be measured.

23.05.05. Payment

- A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work required for Control of Water – Additional Work, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be included in the not-to-exceed bid based on actual expense with acceptable backup documentation for **CONTROL OF WATER - ADDITIONAL WORK - Supplemental Bid Item No. 2**, if authorized by the District."

SECTION 24. EARTHWORK

Article 24.01.01.01. Scope of Work

ADD Paragraph O. as follows:

- "O. Contractor shall perform sediment removal work in two stages. The first stage will be from the upstream Project limit to just downstream of Greer Road bridge. The second stage is from the downstream end of the first stage to the downstream Project limit. The second stage shall start after the completion of the City of Palo Alto Pump Station Construction project but no later than September 4, 2018, or any earlier date agreeable by the City. Water control system including coffer dams, pumps, etc. shall be included to facilitate these two stages."

SECTION 29. CONCRETE

Article 29.01.02. Materials

REPLACE Paragraph B. in its entirety with:

- "B. For Matadero Creek concrete lining shall include high early strength concrete with the 3-day compressive strength of concrete of 4,000 psi (no fiber reinforced concrete is needed). The 28-day compressive strength shall be greater than or equal to 5,000 psi. Mix design shall provide data for 3-day, 7-day, 14-day, and 28-day strength. No deviation is allowed from the strength requirement. Concrete with lesser strength will be rejected."

Article 29.06.03.03. Measurement

REPLACE Paragraph A. in its entirety with:

"A. Quantities for the Spot Repair of Concrete will be measured in square foot."

Article 29.06.03.04. Payment

REPLACE Paragraph A. in its entirety with:

"A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work including spot repair, chipping, cleaning, removing and disposal for San Tomas Aquino Creek at the bottom holes as directed by the Engineer shall be included in the unit price bid per square foot for **SPOT REPAIR CONCRETE – BID ITEM NO. 12.**"

MAP AND CONSTRUCTION PLAN

SHEET C-11

DETAIL 1

REPLACE "M-LINE STA 10+20 to STA 10+89" with

"M-LINE STA 10+32 to STA 10+89"

GENERAL QUESTIONS & RESPONSES

Question 1	Section 18.03.03 Vibration Monitoring part D. states, "At minimum, vibration monitoring and recording shall be performed on the facilities 200 feet upstream and downstream of the construction locations during the course of all activities, and for other significant impact work as determined by the Engineer. At a minimum, all structural removal, shoring installation, demolition work, and related activities shall be considered as significant impact work and shall be monitored as provided herein." Could you please clarify this for bidding purposes to make it even for all contractors? Some could read this assuming that the vibration monitoring is only needed for the small channel reconstruction at San Tomas Aquino Creek since this is the only area that has demolition and others could read assuming that monitoring is needed at all locations for all activities. Could you please clarify so it is fair for all contractors bidding and fair for Water District?
Response 1	No vibration monitoring is required for this entire project. See page 3 of this Addendum.


Question 2	The Contract states under section 18.02 Hours of Work part C, "The Contractor shall be required to pay the overtime costs (premium cost above and beyond normal daily rates) for District-assigned inspectors if the Contractor elects to work on Saturdays, Sundays and on holidays with the approval from the Engineer (if holiday work is allowed by the Engineer, upon concurrence with the City)." Please provide what this cost per hour is so that we may bid accordingly.
Response 2	Inspector rate: overtime premium hourly rate is \$35.04 and double time premium hourly rate is \$70.08.
Question 3	Why does sheet C-08 detail A show the limits of the Matadero Channel Lining Repair M-Line STA 10+32 to STA 10+89 but sheet C-11 but sheet C-11 detail 1 show the Matadero Lining Repair M-Line STA 10+20 to STA 10+89. Please clarify which station the Channel Lining Repair is supposed to begin 10+32 or 10+89.
Response 3	Map and Construction Plan sheet C-11 detail 1 show the Matadero Lining Repair M-Line STA 10+20 to STA 10+89. It should replace to M-Line STA 10+32 to STA 10+89. See Page 6 of this Addendum.
Question 4	I am a little concerned/confused with Bid Item No. 12 Spot Repair Concrete. This is a lump sum quantity with no quantities. How are we to price a competitive bid for this work when all we are given are stations? I am concerned because by having this bid item LS you will not receive bids that will be apples to apples. They will more be like apples to oranges. Some might look at this item and bid very little to no square foot/cubic yard/cubic foot that will need spot repair. Others might look at this and feel the need to bid very high square foot/cubic yard/cubic foot needing spot repair. These areas are also determined acceptable by the engineer which is a judgement call meaning that one engineer might look at the area and see a certain amount of areas needing repair while another engineer might see a completely different amount needing repair. We might look at the area as well and have different thoughts. How are we to determine who is correct. How do we determine how much material to purchase? Is there any way we can change this item to a square foot/cubic foot/cubic yard item like Caltrans does so that it is an even playing field between contractors bidding this project, so that we can all bid the quantity and be compensated for the quantity of work that we actually perform? This really takes the whole competitive bidding process and throws it out the window, because, the way it stands it changes this project from bidding this project per the plans and specs, to bidding this project as who is going to take the biggest risk and do the least amount of work and quantity for this item of work. I really hope you will reconsider changing this bid item.
Response 4	Please see revised Bid Form No. 1. The payment has been changed to square foot.

Question 5	Is shotcrete allowed on Matadero Bank?
Response 5	No, shotcrete is not allowed. Please refer to the Specifications and Contract Documents section 29.01.02. "Materials" Item C, section 29.01.02. "Materials" Item K, and section 29.01.03. "Placement" Item A.
Question 6	Matadero channel lining repair length?
Response 6	Please see Page 6 of this Addendum
Question 7	In regard to bid item 8, some of my subs have a question about this spec section. Per section 29 no shotcrete is allowed, however during the pre-bid meeting shotcrete was going to be allowed for this section. They also have questions regarding what kind of concrete will be allowed for the lining section, is it the same as the channel bottom or is it different or do they follow Caltrans for the type of material to be used for shotcrete.
Response 7	Shotcrete is not allowed. Please refer to the Specifications and Contract Documents section 29.01.02. "Materials" Item C, section 29.01.02. "Materials" Item K, and section 29.01.03. "Placement" Item A.
Question 8	For the Matadero Creek Sediment Removal project, are the vegetations on both side of the bank need to be removed?
Response 8	The Matadero Creek Sediment Removal project does not include the bank vegetations removal above the existing sediment elevation.
Question 9	Where is the access ramp to bed for San Tomas Aquino Creek Erosion Repair work from Williams Road to USGS Gage? Can we use San Tomas Expressway parking and travel way?
Response 9	It is from the entrance at Payne Ave, please see Map and Construction Plan Sheet TC-02. San Tomas Expressway is within the County's jurisdiction. We did not obtain any permits for this project.
Question 10	What is the flow rate through the creeks? How is that measured??
Response 10	Please see Map and Construction Plan "CONTROL OF WATER NOTES" item 2 on Sheet TC-01, TC-02, and TC-03

Question 11	Is dewatering mandatory for San Tomas Aquino Creek?
Response 11	<p>Yes, please refer Specifications and Contract Documents section 23.03. "Control of Water – Bid Item No. 3".</p> <p>Contractor is responsible for control of water during the work and meeting the milestone #1.</p>
Question 12	<p>Section 18.03.03 – Vibration Monitoring requires that we video survey all properties along the creek and monitor for vibrations if activities warrant within 200 feet of the property. Will this be required? The time required to execute this work ahead of construction on Matadero and San Tomas Creek could impact the contractor from finishing construction.</p> <p>The work along the creek is not vibrational in nature. The only demolition work is underneath West Bay Front in Palo Alto. The nearby properties are owned by the City of Palo Alto i.e. the substation. The remaining properties would be subject to vehicular traffic travel at top of bank.</p>
Response 12	No vibration monitoring is required for this entire Project. See page 3 of this Addendum.
Question 13	Anderson Pacific is constructing improvements to the Matadero Storm Pump Station adjacent to Matadero Creek. They are currently discharging groundwater into the creek. How will the contract pay for handling this discharge?
Response 13	District has contacted the City of Palo Alto and Anderson Pacific contractor regarding the storm water pump station construction. Please see pages 4 and 5 of this Addendum.
Question 14	Some of the bid items are quite small i.e. the slope paving under West Bayshore. It seems excessive to require survey before and after for the work. Why don't you make items 4,5,6, 7 and 8 final pay and eliminate the additional work and expense of survey and measuring?
Response 14	We agree with your suggestion that this is a small cost item and bid items 4, 5, 6, 7, and 8 could be lumped together. However, these bid items 4, 5, 6, 7, and 8 are reimbursable items from the City of Palo Alto per scope of work in the District-City Agreement. Hence, we would like to keep the bid items the same way, as it is.

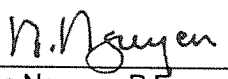
Question 15	The SCVWD wants to move quickly to finish this project as it is being put out at a late date and has to finish by 10/15. 7days to turn around submittals seems to be excessive i.e. 10% of the contract time. Why can't the District turn submittals around in 1 day?
Response 15	After consideration of your suggestion, we have changed the turnaround time for submittals to two (2) working days. One day turnaround time is not possible due to CM consultant interaction with the District. See page 2 of this Addendum. The Milestone #1 has been revised to October 7, 2018. Please see page 1 of this Addendum.
Question 16	The amount of preparation i.e. submittals, submittal approval, permit acquisition and coordination is equivalent to a much larger project. With the limited time, the contractor could potentially be impacted unless the District collaboratively helps move the project along. Is it the intent of the District to aid in these endeavors to help finish the project on time?
Response 16	Your concern is noted. District would be collaborating as best as possible to move the Project along to meet the milestone.
Question 17	Did the District secure a disposal price per ton from Newby Island when it submitted its sediment material for future disposal?
Response 17	No, District did not secure a disposal price per ton from Newby Island.
Question 18	From a subconsultant: Will need bead blasting & Sandblasting proposal for this project?
Response 18	Only shot blasting and sand blasting are selected for the Project. Please refer to TECHNICAL PROVISIONS Article 23.02.01 and 29.01.03.B..

THIS ADDENDUM NO. 4, WHICH CONTAINS 11 PAGES, AND 1 ATTACHMENT, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.



Venkatesan Narasimhalu, P.E., P.L.S.
Capital Engineering Manager
Design and Construction Unit

Date: 6/29/18



Ngoc Nguyen, P.E.
Deputy Operating Officer
Watersheds Design and Construction Division

Date: 6/29/18

Enclosure:

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

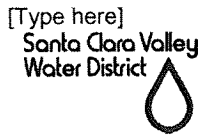
**MATADERO CREEK SEDIMENT REMOVAL &
EROSION REPAIR AND SAN TOMAS AQUINO
CREEK EROSION REPAIR PROJECT**

ADDENDUM No. 4

ATTACHMENT 1:

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

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BID FORM NO. 1 (REV 1)
Proposal and Bid Items
Page 1 of 3

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 **MATADERO CREEK SEDIMENT REMOVAL & EROSION REPAIR AND SAN TOMAS AQUINO CREEK EROSION REPAIR PROJECT**, 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 **82** 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 the Instructions to Bidders, Contract Bonds, paragraph #21 and Execution of Contract, paragraph #22. If the Bidder fails to meet these requirements within the time specified in the Instruction to Bidders, Failure to Execute Contract, paragraph #23, 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: \$ _____

Bidder acknowledges receipt of the following Addenda to the Bid Documents:
Addenda are posted online at <https://www.valleywater.org/construction>.

☐ **NO** Addenda received

☐ Addenda received as follows:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge receipt of an Addendum on the Bid Form is not, in itself, cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

The undersigned Bidder has read and, understands, and will comply with, each and all of the requirements specified in these Bid Documents. This Proposal must be signed by an authorized representative of the Bidder with the authority to bind the Bidder.

BIDDER'S COMPANY INFORMATION	
NAME:	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER:	
DATE OF EXPIRATION:	
LICENSE CLASSIFICATION(S):	
PHONE NO.: ()	FAX NO.: ()
EMAIL ADDRESS:	
SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature:	Date:
Bidder's Name and Title (Print):	

(Rev. 04/02/18)

Matadero Creek Sediment Removal & Erosion Repair and
San Tomas Aquino Creek Erosion Repair Project

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

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	COMPLIANCE WITH ENVIRONMENTAL PERMITS	Not-to-Exceed	60,000	60,000
2	MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL	<u>1</u> Lump Sum		
3	CONTROL OF WATER	<u>1</u> Lum Sum		
4	SAW CUT, REMOVAL, AND DISPOSAL OF CHANNEL BANK CONCRETE LINING	<u>160</u> Square Yard		
5	CHANNEL EXCAVATION, BANK CUBIC YARDS (BCY)	<u>75</u> Bank Cubic Yard		
6	IMPORT MATERIALS, COMPACTED CUBIC YARDS (CCY)	<u>75</u> Compacted Cubic Yard		
7	EMBANKMENT RECONSTRUCTION, CCY	<u>75</u> Compacted Cubic Yard		
8	RECONSTRUCTION OF CONCRETE LINING	<u>36</u> Cubic Yard		
9	SEDIMENT EXCAVATION	<u>3,400</u> Cubic Yard		

Matadero Creek Sediment Removal & Erosion Repair and
San Tomas Aquino Creek Erosion Repair Project

(Rev. 04/02/18)



BID FORM NO. 1 (REV 1)
Proposal and Bid Items
 Page 3 of 3

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

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
10	HIGH EARLY STRENGTH FIBER REINFORCED CONCRETE LAYER	<u>480</u> Cubic Yard		
11	NON-SHRINK GROUT	<u>2</u> Cubic Yard		
12	SPOT REPAIR CONCRETE	<u>20</u> Square Foot		
13	POLYESTER CONCRETE OVERLAY	<u>110</u> Square Yard		
	TOTAL BASE BID			

SECTION 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.

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	WINTERIZATION	Not-to-Exceed	\$30,000	\$30,000
2	CONTROL OF WATER-ADDITIONAL WORK	Not-to-Exceed	\$50,000	\$50,000
Section B Subtotal				
TOTAL BID (Section A Subtotal + Section B Subtotal)				

(Rev. 04/02/18)

Matadero Creek Sediment Removal & Erosion Repair and
 San Tomas Aquino Creek Erosion Repair Project

