Valley Water

CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
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
https://www.valleywater.org/Construction

June 6, 2019

ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR THE
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1
Project No. 26174052 Contract No. C0645

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

BID DOCUMENTS

NOTICE TO BIDDERS

Article 5. Liquidated Damages

REPLACE Article 5. Liquidated Damages in its entirety with:

"5. **Liquidated Damages.** See Standard Provisions Article 5.07 and Special Provisions Article 12.07 of the contract documents for requirements regarding Liquidated Damages."

Article 6. Estimated Cost

REPLACE first sentence in Article 6. Estimated Cost with:

"6. **Estimated Cost.** The estimated cost of the Project is between $50 million and $60 million."

Article 12. Bid Proposal Submittal

REPLACE first sentence in Article 12. Bid Proposal Submittal with:

"12. **Bid Proposal Submittal.** All Proposals must be submitted in sealed envelopes addressed to Construction Program of the Santa Clara Valley Water District, and state the Project name and Project number on the outside of the sealed envelope."

Article 20. Escrow Bid Documents

REPLACE Article 20. Escrow Bid Documents in its entirety with:

"20. **Escrow Bid Documents**. Escrow Bid Documents must be submitted by the three apparent low bidders in a sealed container, separate from their proposal, no later than 5 p.m. on second business day, following the Bid opening day. Each container shall be clearly marked on the outside with the bidder's name, date of submittal, project name, and the words "Escrow Bid Documents."

The Escrow Bid Documents must be accompanied by Bid Form No.10 – Escrow Bid Documents Certification of Completeness, signed by an individual authorized by the bidder to execute the Bid Proposal, stating that the material in the Escrow Bid Documents constitutes all of the documentary information used in preparation of this bid, and that he/she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

Escrow Bid Document requirements are set forth in the Standard Provisions."

Article 21. Rights of Way

REPLACE Article 21. Rights of Way in its entirety with:

"21. **Rights of Way.** The District has obtained the necessary Rights of Way as specified in the Specifications."

BID FORM NO. 2

REPLACE BID FORM NO.2 Designation of Subcontractors with:

"BID FORM NO.2 (REV. 1) Designation of Subcontractors" (ATTACHMENT 2)

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL REQUIREMENTS

SECTION 13. Special Requirements

Article 13.03.01 Engineer's Office

REPLACE the first paragraph of Article 13.03.01.L. with:

"L. The following equipment and furnishings shall be provided and installed by the Contractor for the exclusive use of the Engineer throughout the **duration of Milestone 2 in accordance with Article 12.04. of these Specifications**. These items shall be provided at the same time that the Engineer's office is provided. The Contractor shall be responsible for all maintenance, repair, and technical support required for the supplied equipment. The Contractor shall retain ownership of these equipment and furnishings after **completion of Milestone 2.**"

Article 13.03.03 Removal and Disposal

REPLACE Article 13.03.03.A. Removal and Disposal in its entirety with:

"A. The office facilities, furnishing, and/or equipment specified in this Article 13.03, "Office Facilities" of these Specifications, shall be furnished, installed and in

operating conditions prior to performing any other contract work under the Contract and shall be removed and disposed of upon completion **of Milestone 2 and prior to issuance of the Project Completion Letter by the District for Milestone 2.**"

SECTION 17. Permits and Regulations

Article 17.01.02. Contractor Obtained Permits

DELETE the last sentence of Article 17.01.02.D:

~~The City, as a Project partner, have agreed to waive their fees for the Contractor's encroachment permit.~~

(The County is not a Project partner and **have not** agreed to waive any of their fees associated with the Contractor's encroachment permit).

SECTION 22. Preparatory Work

Article 22.10.06 Placement

REPLACE Article 22.10.06.B in its entirety with:

"B. Prior to placing and securing blankets review all installation, lapping and staking details and procedures with engineer for approval. Temporary Erosion Control Blanket shall be installed within **24 hours** of application of the Erosion Control Hydroseeding (see Article 22.09 of these Specifications). The blanket shall be carefully placed as to not disturb the hydroseeding. Place and secure the blanket per the manufacturers details."

SECTION 23. Earthwork

Article 23.02.05 Payment

REPLACE Article 23.02.05.C.5. in its entirety with:

"5. Bid Item 23-1, EXCAVATION shall include payment for over-excavation, dewatering and the removal of objectionable material incidental to the completion of channel excavation to final grade elevations. This over-excavation to remove objectionable material from the channel, **visible prior to the commencement of work,** is not measured and instead is considered incidental to the excavation. For example, **if a car** was discovered with the top half of the car exposed above **existing ground** and the bottom half of the car below the **design sub-grade,** the volume to remove the top half of the car **within the limits of excavation** would be measured and paid as part of the EXCAVATION bid item. The Contractor would be required to excavate and remove the bottom half of the car but that volume would not be measured and that volume would not be paid as it would be considered incidental work. If any dewatering equipment was used to remove the bottom half of the car, the cost associated with the dewatering effort would not be paid for and would be considered incidental work. **For objectionable material for which no portion is visible prior to the commencement of work and extending below the design sub-grade excavation, the Contractor would be compensated in accordance with Article 3.09. Differing Conditions of these Specifications."**

SECTION 28. Fences and Gates

Article 28.05.07 Payment

DELETE Article 28.05.07.C.

~~C: The installation portion of this bid items shall be paid in the same proportion as the overall construction of the project. For example, when the project is half complete, 50% of the installation portion of this bid item will be paid.~~

SECTION 30. Slope Protection and Instream Structures

Article 30.03.06. Measurement

REPLACE Article 30.13.06. Measurement in its entirety with:

"A. Turtle perches shall not be measured."

Turtle perches shall be included in the Lump Sum price for Bid Item 41-1, "Improvements at Lake Silveira", in accordance with Article 30.13.07, and no separate payment will be made."

GENERAL QUESTIONS AND RESPONSES

Question 1. The existing contour lines on the Plan and Profile sheets PP-20 to PP-90 are not legible. Can we get the AutoCAD files? If not, please provide us the native PDF plans.

Response 1. Project CAD files will not be made available. PDF plans are the native PDF files and appear legible to most plan holders. In an effort to assist plan holders, the District has seperated the PDF into file sizes that are more manageable. Requests for plans and specifications received after the posting of this addendum will be provided with both the original large files, as well as the smaller seperated files. For planholders that have already downloaded the large files, and would like the smaller files, please contact the District planroom at scvwdplanroom@valleywater.org and a link will be provided.

Question 2. Article 7 of the Notice to Bidders indicates the Bidder or subcontractor must possess an International Society of Arboriculture (ISA) Certification, C-27 Specialty licenses, a C-57 license, a California Pesticide Applicatory license, and Applicator Business License. As it is unlikely that a single firm is in possession of all of these licenses and certifications, please confirm that Bidders may satisfy these requirement amongst one *or more* of its subcontractors.

Response 2. Bidders may satisfy these requirements amongst one or more of its subcontractors.

Question 3. Please confirm that Escrow Bid Documents will be accepted up until 5 pm on the second business day following the bid opening day as indicated in the Bid Documents Table of Contents and on Escrow Bid Documents Bid Form 10 itself. (Article 20 of the Notice to Bidders stipulates a more extended acceptance period of up until 5 pm on the first Monday following the Bid opening day.)

Response 3. See revised Notice to Bidders, Paragraph 20. Escrow Bid Documents, above.

Question 4. Please confirm that Bidders' Proposals must be submitted in sealed envelopes addressed to "Construction Program of the Santa Clara Valley Water District". (Article 12 of the Notice to Bidders appears to reference some redundant template verbiage.)

Response 4. See revised Notice to Bidders, Paragraph 12. Bid Proposal Submittal, in this Addendum No. 1.

Question 5. Paragraph 13.03.01.L of Section 13 (Special Requirements) indicates to provide the Engineer's office equipment and furnishings throughout the duration of the work. Please confirm that the Engineer's Office and its associated equipment and furnishings shall be removed and disposed of upon achievement of Substantial Completion Milestone 2. (This presumes the Owner does not wish the Bidders to accommodate potentially unnecessary facilities' cost in the pricing during the 3 year period for Plant Establishment and Maintenance.)

Response 5. See revision to Article 13.03.01.L. in this Addendum No. 1.

Question 6. Regarding 18-inch RCP Storm Drain Bid Item 26-4, Dwg PP-29 calls for 40 LF, Dwg PP-73 calls for 50 LF, and Dwg PP-90 call for 50 LF. Please consider revising the corresponding Bid Form quantity to 140 LF. (Owner will obtain more competitive unit pricing as the cost for the incidental elements of these systems will be spread across more footage.)

Response 6. Bid Item 26-4 quantity is **revised** to 140 Linear Feet. The revised Bid Form No. 1 (REV. 1) is attached as ATTACHMENT NO. 1.

Question 7. Please provide Appendix A7 (Three-Party Agreement for Disputes Resolution Board).

Response 7. Appendix A7 has been added to this Addendum No.1 as ATTACHMENT NO.3.

Question 8. Please provide Reference Documents R1 through R10.

Response 8. Reference Documents R1 through R10 are posted online at: https://www.valleywater.org/contractors/doing-businesses-with-the-district/construction-administration.

Question 9. Due to the limited bidding period, please provide project CAD files to facilitate Bidders' earthwork quantity take-offs. (The original ground contours and the proposed design geometry line-work would be the most helpful.)

Response 9. Project CAD files will not be made available. Please refer to the prior Response to Question 1.

Question 10. The pdf drawings provided appear to be missing layers. For example, none of the drawings are numbered and the signature information on the cover page is missing. It is otherwise somewhat unclear to us what further information has been omitted. Please review the drawings issued and re-issue them with the omitted layers. With reference to the

preceding request, if CAD will not be provided, please provide the re-issued pdfs vectorized.

Response 10. Project CAD files will not be made available. Please refer to the prior Response to Question 1.

Question 11. P. 7/26 of the NTB states 5% retention will be withheld. Will retention be released, or partially released, at Substantial Completion or held thru Project Completion?

Response 11. 5% retention will be released within 35 calendar days upon filing of the Notice of Completion and Acceptance of Work by the District's Board of Directors for Milestone 2 (Substantial Completion) of the Project by the District in accordance with Article 6.03. Final Payment of the Specifications. 5% retention will restart and be applied to work associated with Milestone 3 (Project Completion).

Question 12. P. 13-17 Section 13.13.01. Payment, indicates all bidders shall bid the amount shown on the bid form but there is no amount shown on the bid form for Item No. 13-2, Disputes Resolution/Review Board?

Response 12. Bid Item 13-2 is **revised** accordingly to the amount shown on the bid form, $50,000. The revised Bid Form No. 1 (REV1) is attached as ATTACHMENT NO. 1.

Question 13. P. 3-40 Section 3.15.02-B3, indicates payment will be made based on invoices priced without markup. P. 13-18 Section 13.15.01. Payment, indicates payment is included in the lump sum price. Would Item No. 13-3 Professionally Facilitated Project Partnering be more appropriately paid from an allowance item similar to Item No. 13-2?

Response 13. Bid Item 13-3 is **revised** accordingly to the lump sum amount shown on the bid form, $50,000. The revised Bid Form No. 1 (REV1) is attached as ATTACHMENT NO. 1.

Question 14. P. 8-6 Section 8.11-B, what is the requirement for the SSHS during the 3 year landscape maintenance period?

Response 14. The site safety and health supervisor shall be onsite during regular working hours for Milestone 1 and Milestone 2 in accordance with Article 12.04. of the Specifications.

Question 15. P. 11-5 Section 11.02.01. Guarantee, does the guarantee period start at Substantial Completion or Project Completion?

Response 15. The guarantee period associated with Milestone 2 shall commence on the date of the Notice of Completion and Acceptance of Work by the District's Board of Directors for Milestone 2 (Substantial Completion) of the Project. The guarantee period associated with Milestone 3 shall commence on the date the Notice of Completion and Acceptance of Work for Milestone 3 (Project Completion) of the Project.

Question 16. P. 13-7 Section 13.03.03. Removal and Disposal, is "within 30 days upon completion" Substantial Completion or Project Completion?

Response 16. See revision to Article 13.03.03. above.

Question 17. P. 17-3 Section 17.01.02-D, the last sentence reads "City", should this be "County"?

Response 17. See revision to Article 17.01.02. above.

Question 18. P. 22-57 Section 22.09.04-A11, states blanket to be placed a min of 24 hours after seeding; P. 22-59 Section 22.10.06-B states blanket will be installed within 4 hours of seeding. Please clarify.

Response 18. See revision to Article 22.10.06.B. above.

Question 19. P. 23-10 Section 23.02.05-C5, how is the contractor to price this item when they have no idea the quantity of objectionable material to be found?

Response 19. See revision to Article 23.02.05.C.5. above.

Question 20. P. 23-12 Section 23.02.05-C15&16, what quantity of Poppy Jasper Material should be assumed at bid time? This is a potentially high cost item diluted by a large pay item that needs to identified in its own pay item or quantified within the larger pay item.

Response 20. District does not anticipate significant amounts of Poppy Jasper within channel excavation (Bid Item 23-1) or for the Poppy Jasper Mine Security Enclosure (Bid Item 28-7). Plan holders can assume 20 cubic yards will be encountered to complete the Project scope of work.

Question 21. P. 23-30 Section 23.12.04-D, is the Soil Scientist referenced in this section to be supplied by the Contractor?

Response 21. Yes, the Soil Scientist is to be supplied by the Contractor. See Appendix C of the Specifications for the Minimum Qualifications of "Contractor's Soil Scientist".

Question 22. P. 26-31 Section 26.12 Sanitary Sewer By-Pass, please provide flow rates for the sewers to be by-passed so the Contractor can properly design and price the by-pass systems.

Response 22. The design flow capacity of the existing 21-inch sanitary sewer facility located along Monterey Road is 4.0 million gallons per day (mgd). The Contractor's by-pass system shall not compromise this existing capacity.

Question 23. P. 28-5 Section 28.05.07. Payment, items B and C seem to contradict how the orange fence will be paid. Please clarify. The orange fence should be paid as installed regardless of the % completion of the entire project.

Response 23. See revision to Article 28.05.07.C. above.

Question 24. P. 30-21/30.22 Sections 30.13.06/30.13.07, one section indicates Turtle Perches are paid by the each and the other in the Lump Sum item? Please clarify.

Response 24. See revision to 30.13.06.A. above.

Question 25. Sheet C-29 references Detail 5/Section C on Sheet GC-8 for the encasement detail. Detail 5/Section C on Sheet GC-8 is a Concrete Collar detail, is that to be used for the entire length of the concrete encasement?

Response 25. Both the existing 10"W and the existing 12"SS are to be encased in reinforced concrete under the channel. The reinforced concrete encasement is to be extended to a point where the pipelines have a minimum of four feet of cover (including the rock slope protection). The length of concrete encasement is approximately 28 feet along each pipeline. Detail 5/Section C on Sheet GC-8 shall be used to complete the encasement for the entire length required.

Question 26. P. 23-10 Section 23.02.05.C5 discusses a scenario of objectionable material found in the excavation and goes on to state "it would be considered incidental work". How is the contractor to know at bid time the amount of "objectionable" material that will be found and account for that cost in their bid? Would it be more appropriate to have an Objectionable Material Allowance?

Response 26. Please refer to the prior response to Question 19.

Question 27. What is the purpose of the Lump Sum Items 41-1 thru 41-7 when pay items already exist for the majority of the work? It is somewhat confusing in bidding and seems even more so during construction to not included payment for all work described in a pay item within that pay item (maintenance roads, access ramps, driveways, RSP, etc.)?

Response 27. The purpose to utilize Lump Sum Bid Items 41-2 thru 41-7 was to identify and pay for a majority of the items of work and incidentials at each road crossing encountered within the Project work limits (Bid Item 41-1 is for "Improvements at Lake Silveira"), except for those specific items listed in Article 41.01. of the Specifications (i.e. excavation, fencing, gates, other specific items) which will be paid for separately.

Question 28. For take-off purposes – can the project CAD Files be made available?

Response 28. Project CAD files will not be made available. Please refer to the prior response to Question 1.

THIS ADDENDUM NO. 1, WHICH CONTAINS 9 PAGES AND 3 ATACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: 6/6/19

Christopher Hakes, P.E.
Deputy Operating Officer
Dam Safety and Capital Project Delivery

Enclosures:

ATTACHMENT NO. 1: Revised Bid Form No. 1 (REV. 1)

ATTACHMENT NO. 2: BID FORM 2 (REV. 1)

ATTACHMENT NO. 3: APPENDIX A7.Three-Party Agreement for Disputes Resolution Board (DRB)

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ATTACHMENT NO. 1
Revised Bid Form No. 1 (REV. 1)

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*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 **UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1: REACH 4, PORTION OF REACH 5, REACH 7A, AND LAKE SILVEIRA MITIGATION**, 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 **2,095** 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 Santa Clara Valley Water District and provide the required bonds and insurance in accordance with Articles 4.13 and 11.02 of the Standard Provisions. If the Bidder fails to meet these requirements within the time specified in Article 11.02 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: $ _____

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.

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):	

*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
13-1	Mobilization/Demobilization	Lump Sum / Lump Sum		
13-2	Dispute Resolution/Review Board	Lump Sum / Lump Sum	$50,000	$50,000
13-3	Professionally Facilitated Project Partnering	Lump Sum / Lump Sum	$50,000	$50,000
14-1	Surveying	Lump Sum / Lump Sum		
15-1	Site Review and Monitoring of Project Limits and Vicinity	Lump Sum / Lump Sum		
17-1	Noise Monitoring	Lump Sum / Lump Sum		
18-1	Compliance with NPDES General Permit	Lump Sum / Lump Sum		
18-2	Compliance with Regulatory Permits	Lump Sum / Lump Sum		
19-1	Contractor's Quality Control	Lump Sum / Lump Sum		
22-1	Clearing and Grubbing	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-2	Demolition	Lump Sum / Lump Sum		
22-6	Remediation Sites	Lump Sum / Lump Sum		
22-7	Monitoring Well Destruction	1 / Each		
22-9	Control of Water	Lump Sum / Lump Sum		
22-10	Initial Himalayan Blackberry Control	Lump Sum / Lump Sum		
22-11	Initial Giant Reed Control	Lump Sum / Lump Sum		
22-12	Initial Yellowflag Iris Control	Lump Sum / Lump Sum		
22-13	Non-Native Noxious and Invasive Plant Control Event	8 / Each Event		
22-14	Standing Snag Habitat Feature	Lump Sum / Lump Sum		
22-15	Himalayan Blackberry Follow-up Herbicide Event	8 / Each Event		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-16	Giant Reed Follow-up Herbicide Event	8 / Each Event		
23-1	Excavation	650,000 / Cubic Yards		
23-2	Fill at Lake Silveira	110,000 / Cubic Yards		
23-3a	Bedload Material Storage	3,500 / Cubic Yards		
23-3b	Bedload Material Placement	2,200 / Cubic Yards		
23-4	Topsoil	111,000 / Cubic Yards		
25-1	Bike Trail Pavement	20 / Cubic Yards		
25-2	Driveway	2 / Each		
25-4	Maintenance Roads	15,000 / Cubic Yards		
25-5	Access Ramps	16 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
26-4	18-inch RCP Storm Drain - New	140 / Linear Feet		
26-8	36-inch RCP Storm Drain – Modification	1 / Each		
26-10	18-inch RCP Storm Drain Modification	1 / Each		
26-15	Type 3 Outlet at Station 485+10	Lump Sum / Lump Sum		
27-1	Traffic Control	Lump Sum / Lump Sum		
28-1	Uncoated Chain Link Fence (Type A1)	4,600 / Linear Foot		
28-2	Black Vinyl Coated Chain Link Fence (Type A2)	45,000 / Linear Foot		
28-3	Orange Fence (Exclusion Fence)	108,000 / Linear Foot		
28-4	Chain Link Gates – Single Swing Gate	3 / Each		
28-5	Chain Link Gates – Double Swing Gate	17 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
28-6	Miscellaneous Fencing	Lump Sum / Lump Sum		
28-7	Poppy Jasper Mine Security Enclosure	Lump Sum / Lump Sum		
30-1	Rock Slope Protection	5,300 / Ton		
30-2	Type 1 Grade Control Structures	13 / Each		
30-7	Chute and Pool Feature on Llagas Creek (Sta. 239+00 C-Line-1)	Lump Sum / Lump Sum		
30-8	Chute and Pool Feature on Llagas Creek Near Lake Silveira (Sta. 4005+00 C-Line-4)	Lump Sum / Lump Sum		
30-9	Instream Complexity Structure – Log-Rootwad Structure	163 / Each		
30-10	Instream Complexity Structure – Combination Log-Rootwad Boulder Structure	1 / Each		
30-11	Instream Complexity Structure – Stream Boulder	40 / Each		
30-12	Instream Complexity Structure – Triangular Boulder Cluster	39 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
30-13	Instream Complexity Structure – Wing Deflector	2 / Each		
30-14	Instream Complexity Structure – Coarse Woody Habitat	14 / Each		
30-16	Instream Complexity Structure – Spider Structure	1 / Each		
30-17	Erosion Control Blanket	3,200 / Square Yard		
34-3	18-inch Flap Gate	1 / Each		
40-1	Planting Area Preparation	Lump Sum / Lump Sum		
40-2	Single-Log Installation	32 / Each		
40-3	Five-Log Pile Installation	43 / Each		
40-4	Broadcast Seeding	7 / Acres		
40-5	Hydroseeding	75 / Acres		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-9	Irrigation Standpipe System	Lump Sum / Lump Sum		
40-10	Irrigation Automated System	Lump Sum / Lump Sum		
40-11	Irrigation Sleeve	1,000 / Linear Foot		
40-12	Planting	Lump Sum / Lump Sum		
40-19	Establishment Maintenance	36 / Month		
41-1	Improvements at Lake Silveira	Lump Sum / Lump Sum		
41-2	Improvements at Watsonville Road	Lump Sum / Lump Sum		
41-3	Improvements at Middle Avenue	Lump Sum / Lump Sum		
41.4	Improvements at Monterey Road	Lump Sum / Lump Sum		
41-5	Improvements at Masten Avenue	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
41-6	Improvements at Rucker Avenue	Lump Sum / Lump Sum		
41-7	Improvements at Buena Vista Avenue	Lump Sum / Lump Sum		
41-29	Culvert at Drainage E (Station 183+75)	Lump Sum / Lump Sum		
41-30	Culvert at Drainage F (Station 113+50)	Lump Sum / Lump Sum		
41-31	Culvert at Rucker Creek (Station 108+00)	Lump Sum / Lump Sum		
41-32	Culvert at Church Creek (Station 707+00)	Lump Sum / Lump Sum		
42-1	Removal and Legal Disposal of Hazardous Waste Materials	3,300 / Cubic Yard		
42-2	Removal and Legal Disposal of Non-Hazardous Waste (Class II) Material	6,500 / Cubic Yard		
42-3	Excavated Materials Management	Lump Sum / Lump Sum		
TOTAL BASE BID		**SECTION A: SUBTOTAL**		

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
SECTION B: SUPPLEMENTAL CONTRACT ITEMS These Bid Items may or may not be required. They may be deleted entirely or in part at the sole discretion of the District. See Section 20.01.03 of these Specificatons				
22-8	Water Well Destruction	1 / Each		
23-3c	Imported Bedload Material	2,000 / Ton		
30-5	Grade Transition Structure at East Little Llagas Creek (Sta. 709+00 C-Line-2)	Lump Sum / Lump Sum		
40-6	Hydroseed Irrigation	1 / Event		
40-7	Broadcast Re-Seeding	9 / One-Eighth (1/8) Acre		
40-8	Hydroseed Re-Seeding	14 / Acre		
40-13	Foliage Protection Cage Installation	100 / Each		
40-14	Root Protection Cage	100 / Each		

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

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-15	Supplemental Plug Container Plants	100 / Each		
40-16	Supplemental Giant Reed Follow-up Herbicide Control Event	2 / Event		
40-17	Supplemental Himalayan Blackberry Follow-up Herbicide Control Event	3 / Event		
40-18	Giant Reed Biomass Removal	1 / Thousand Square Feet		
40-20	Cutting Installation	100 / Each		
TOTAL SUPPLEMENTAL BID		**SECTION B SUBTOTAL:**		
TOTAL BID (SECTION A SUBTOTAL + SECTION B SUBTOTAL)				

Total Bid (Section A Subtotal + Section B Subtotal) will be used to determine the lowest bid.

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ATTACHMENT NO. 2
BID FORM 2 (REV. 1)

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Designation of Subcontractors

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

A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code **§4100 et seq.**, and any amendment thereof. Bidder must complete the form below for each Subcontract **that exceeds one-half of one percent (½%) of the Bidder's total Bid.** A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.

B. Failure by a subcontractor to be registered to perform public work as required by the California Labor Code Section 1771.1 (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

NAME	LICENSE NO.	DIR Registration No.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		

SIGNATURE BLOCK (Signature Block must be completed in *ink* and changes must be *initialed*.)	
Bidder's Signature:	Date:
Bidder's Name and Title (Print):	

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ATTACHMENT NO. 3
APPENDIX A7
Three-Party Agreement for Disputes Resolution Board (DRB)

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DISPUTE REVIEW BOARD

THREE-PARTY AGREEMENT

I. PARTIES

A. Santa Clara Valley Water District herein after referred to as the District.

B. _____, herein after referred to as the Contractor.

C. Dispute Review Board, hereinafter referred to as the DRB, consisting of three members:

1. _____

2. _____

3. _____

II. CONTRACT

A. The Contractor has entered into a Prime Contract with the District for the construction of the Lower Silver Creek Flood Protection and Creek Restoration Project Reaches 4,5,&6A , hereinafter referred to as the Project.

B. The Project Prime Contract Documents provide for the establishment and operation of a DRB to assist in resolving disputes.

C. The DRB is composed of three members, selected in accordance with the Specifications.

III. PURPOSE OF DRB

Assist in and facilitate avoidance of disputes and the timely and impartial resolution of disputes that are referred to it.

IV. DRB SCOPE OF WORK

A. General:

1. Stay abreast of project developments by means of periodic meetings and site visits, review of progress reports, meeting minutes, and other job documents, and by other means as mutually agreed by all parties.

2. Examine site conditions or specific construction problems relating to an existing or potential dispute, unless such examination is not practical, or, in the judgment of either the District or the Contractor, would result in a delay to the project.

3. One of the selected members shall serve as Chairperson.

4. Execute this Agreement at the first meeting with representatives of the District and the Contractor.

B. DRB Meetings

1. Scheduled DRB progress meetings shall be held at or near the project site. DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency exact time and duration

of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Scheduled progress meetings and site visits can be waived/delayed, if the parties are in agreement

2. Each DRB meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

   a. Meeting opened by the DRB Chairperson.

   b. Remarks by the District's representative.

   c. A description by the Contractor's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.

   d. An outline by the District's representative of the status of the work as the District views it.

   e. An outline by the Contractor's representative of potential problems and a description of proposed solutions.

   f. A brief description by the Contractor's and the District's representative of potential claims and disputes that have surfaced since the last meeting.

   g. A summary by the District's representative, the Contractor's representative, or the DRB of the status of past potential claims and disputes.

   h. When mutually agreed, an option for an advisory opinion.

3. The District's representative will prepare a meeting summary of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

C. Establish DRB operating procedures consistent with the requirements and general guidelines set forth in the Prime Contract DRB Specifications.

1. The DRB Chairperson shall establish operating procedures mutually agreeable to all parties, such as administrative duties; content and format of information which may be presented at DRB hearings; conduct of hearings; and invoicing details. Establish these procedures at the first meeting with representatives of the District and the Contractor.

2. Initiate new procedures or modify existing procedures as mutually agreed to by all parties.

3. Provide all parties with these operating procedures, including all modified procedures, in written form. Include the procedures for progress meetings and for advisory opinions.

D. Recommend Resolution of Disputes:

1. Upon receipt by the DRB of a referral of a dispute from either the District or Contractor, schedule and conduct a hearing at a time and location set by the DRB following consultation with the District and Contractor.
2. When proper evaluation of the dispute requires expertise that is not within the collective experience of the DRB, engage, with the prior written approval of the District and the Contractor, the services of one or more outside consultants as may be needed to advise the DRB.
3. Convene internal meetings as needed and approved to review and discuss the dispute, and to formulate the report.
4. Following each hearing and DRB deliberation, issue timely executed written reports to the District and the Contractor, including the supporting rationale.
5. When requested and deemed appropriate by the DRB, provide executed written responses to requests for clarification or reconsideration made by either the District or the Contractor.
6. All DRB reports and responses to requests for clarification or reconsideration shall be signed by all three Board members.

E. Perform services and assume responsibilities, as agreed by all parties, as may be required, including those necessary but not listed herein, to achieve the purpose of this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

A. DRB Responsibilities:

1. Maintain impartiality and avoid conflicts of interest by continuing to meet the specified requirements for nominees for Board members. Promptly advise all parties upon becoming aware of any development that could be perceived as a conflict of interest.
2. During progress or dispute resolution meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties.
3. Discussions regarding the project between the DRB members and the parties shall be in the presences of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.
4. Do not discuss, individually or collectively, issues with the District or the Contractor that could possibly be construed as compromising the

DRB's ability to impartially resolve future disputes, such as the conduct of the work and the resolution of construction problems.

5. Do not express an individual or collective opinion of merit, in whole or in part, for any potential or other dispute at any time prior to the issue of a report, except in the case of an advisory opinion.

6. Except as required when performing the duties of the Chairperson or conducting a hearing which the District or Contractor refuses to attend, do not meet or communicate with either the District or Contractor in the absence of the other.

7. Consider the facts and conditions forming the basis for a referred dispute impartially, and independently and evaluate the merits based on careful consideration of all contract requirements, applicable law and regulations, and the facts and circumstances of the dispute. Do not:

   a. Ignore or undermine the clear intent of the contract, or disregard or alter any requirements of the contract or allocation of risk specified therein.

   b. Supplant or otherwise interfere with the respective rights, authority, duties, and obligations of either the District or Contractor as set forth in the contract documents.

8. Make every effort to reach unanimous recommendations. If this cannot be accomplished, include written minority recommendations and supporting rationale with the report.

B. District Responsibilities:

1. Except for participation in the DRB's activities as provided in the contract documents and this Agreement, do not solicit advice or consultation from the DRB or its members on matters dealing with the conduct of the work or resolution of problems which might compromise the DRB's ability to impartially resolve future disputes.

2. Furnish to each Board member one copy of the conformed contract documents, progress schedule and updates, weekly progress reports, minutes of progress meetings with the Contractor, change orders, and other documents pertinent to the performance of the contract and necessary for the DRB to conduct its operations.

3. Coordinate DRB operations in cooperation with the Contractor.

4. Arrange for or provide conference facilities at or near the site, and provide copying services.

5. Cooperate with the Contractor and the DRB to facilitate prevention of disputes and the timely and impartial resolution of disputes.

C. Contractor Responsibilities:

1. Except for participation in the DRB's activities as provided in the contract documents and this Agreement, do not solicit advice or consultation from the DRB or its members on matters dealing with the

conduct of the work or resolution of problems which might compromise the DRB's ability to impartially resolve future disputes.

2. Furnish to each Board member and to the District, one copy of pertinent documents other than those furnished by the District as may be requested.

3. Cooperate with the District and the DRB to facilitate prevention of disputes and the timely and impartial resolution of disputes that are referred to it.

VI. TIME FOR BEGINNING AND COMPLETION OF DRB ACTIVITIES

A. Unless the DRB Chairperson has been previously identified by the parties, the DRB shall begin its activities by selecting the Chairperson. After selection of the Chairperson, DRB activities shall proceed with preparation for the first meeting, including preparation of the DRB operating procedures.

B. This Agreement shall survive the termination, resignation or death of any member.

C. The DRB's jurisdiction under this Agreement shall end on the date of final payment under the CONTRACT, unless terminated earlier by mutual agreement of the District and Contractor.

VII. PAYMENT

A. Payments made to the Board members shall constitute full compensation for work performed, travel time and services rendered, and for all materials, supplies and incidentals necessary to serve on the DRB.

B. Each DRB member shall be compensated at an agreed rate of $1,500 per day for time spent per meeting either at the start of the project, for scheduled progress, or other meetings. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRB, has been specifically agreed to in advance by the District and the Contractor. Time away from the project, which has been specifically agreed to in advance by the District and Contractor, will be compensated at an agreed rate of $175 per hour. The agreed amount of $175 per hour shall include all incidentals including expenses for telephone, copies, postage, fax, and computer services. Payment for services rendered by Board members shall be at the rate and conditions per above unless otherwise agreed to in writing between the District and the Contractor and each Board member.

C. Board members shall be reimbursed for actual direct, non-salary expenses including automobile mileage, parking, travel expenses from the point of departure to the initial point of arrival, automobile rental, taxi fares, food and

lodging, printing, long distance telephone, postage and courier delivery, subject to limitations imposed by the contract.

D. Payment made to Board members in the form of bonus, commission, or consideration of any nature other than that specified hereinabove for performance and service provided under this Agreement, before, during or after the period that this Agreement is in effect, is prohibited.

E. Board members shall individually submit invoices for work completed to the Contractor:

1. Not more often than once per month.
2. Based on the agreed billing rate and conditions and on the number of hours expended.
3. Accompanied by a description of activities performed daily during that period.

F. The Contractor shall pay acceptable invoices, approved by the District, within 30 days of their receipt.

G. The Contractor shall be reimbursed for the District's portion of the DRB costs in accordance with payment provisions specified elsewhere in the contract.

VIII. CONFIDENTIALITY AND RECORDKEEPING

A. No Board member shall divulge information identified as confidential that has been acquired during DRB activities without obtaining prior written approval from the District and the Contractor.

B. Board members shall maintain cost records pertaining to this Agreement for inspection by the District or the Contractor for a period of three years following the end or termination of this Agreement.

IX. ASSIGNMENT

No party to this Agreement shall assign any duty established under this Agreement.

X. TERMINATION

A. This Agreement may be terminated by mutual agreement of the District and Contractor at any time upon not less than four weeks written notice to the other parties.

B. Individual Board members may be terminated only by agreement of both the District and the Contractor.

C. If a Board member resigns, is unable to serve, or is terminated he or she shall be replaced within four weeks in the same manner as he or she was originally selected. This Agreement shall be amended to indicate the member replacement.

XI. LEGAL RELATIONS

A. The parties to this Agreement expressly acknowledge that each Board member, in the performance of his or her duties on the DRB, is acting in the capacity of an independent agent and not as an employee of the District or the Contractor.

B. Board members shall not participate in subsequent dispute proceedings.

C. The District and the Contractor acknowledge that each Board member is acting in a capacity intended to facilitate the resolution of disputes. Accordingly, it is agreed and acknowledged that, to the fullest extent permitted by law, each Board member shall be accorded quasi-judicial immunity for any actions or decisions associated with DRB activities.

D. Each Board member shall be held harmless for any personal or professional liability arising from or related to DRB activities. To the fullest extent permitted by law, the District and the Contractor shall indemnify and hold harmless all Board members for claims, losses, demands, costs, and damages (including reasonable attorney fees) for bodily injury, property damage, or economic loss arising out of or related to Board members carrying out DRB activities. The foregoing indemnity is a joint and several obligation.

E. DRB members shall have no claim against the District or the Contractor, or both from claimed harm arising out of the parties' evaluations of the DRB's opinions.

XII. DISPUTES REGARDING THIS THREE-PARTY AGREEMENT

A. Disputes among the parties arising out of this Agreement that cannot be resolved by negotiation and mutual concurrence and actions to enforce any right or obligation under this Agreement shall be initiated in the _____ [Court Name] Court of the _____ [Jurisdiction].

B. All questions shall be resolved by application of _____ [Jurisdiction] law.

C. The Board members hereby consent to the personal jurisdiction of the Court of the _____ [Jurisdiction].

XIII. FUNDING AGENCY REVIEW

The National Resource Conservation Service and the California State Department of Water Resources have the right to review DRB reports and to attend DRB hearings, but not to attend private DRB deliberations.

XIV. THREE-PARTY AGREEMENT

Entered into on _____ _____, 2010 between:

(month) (day)

BOARD MEMBERS

By: _____ _____
(Signature) (Name)

By: _____ _____
(Signature) (Name)

By: _____ _____
(Signature) (Name)

CONTRACTOR

By: _____
(Signature)

By: _____
(Name)

Title: _____

DISTRICT

By: _____
(Signature)

By: _____
(Name)

Title: _____

CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
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
https://www.valleywater.org/Construction

June 14, 2019

ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1
Project No. 26174052 Contract No. C0645

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

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL REQUIREMENTS

Section 25. Paving, Curb, Gutter and Sidewalk

Article 25.06. Access Ramps – Bid Item No. 25-5

DELETE Article 25.06.02.D. in its entirety:

~~"D. The access ramp adjacent to the Inlet Weir Structure shall be constructed from reinforced concrete as shown on the drawings."~~

TECHNICAL REQUIREMENTS

Section 41. Improvement Areas and Culverts

Article 41.01. Improvements at Lake Silveira Improvements at Lake Silveira—Bid Item No. 41-1; Improvements at Watsonville Road—Bid Item No. 41-2; Improvements at Middle Avenue—Bid Item No. 41-3; Improvements at Monterey Road—Bid Item No. 41-4; Improvements at Masten Avenue—Bid Item No. 41-5; Improvements at Rucker Avenue—Bid Item No. 41-6; Improvements at Buena Vista Avenue—Bid Item No. 41-7

ADD new Article 41.01.01.D. as follows:

"D. Temporary Access Roads to facilitate Work at Lake Silveira are to be designed by the Contractor. Locations shall be approved by the Engineer."

GENERAL QUESTIONS AND RESPONSES

Question 1. In Appendix B7 the Santa Clara County Encroachment Permit references a Type II Microsurfacing requirement and specification. Does the District anticipate Microsurfacing being required on any County roadways? It also references a 5 – year warranty after completion. Will the contractor be required to provide a 5 – year warranty?

Response 1. Type II Microsurfacing will be required for all asphalt work within Santa Clara County rights-of-way. The Santa Clara County Encroachment Permit in Appendix B states the following:

"Restore pavements to like or better condition per County Standards. Pavement/Intersection restoration at this site is to be curb to curb/lane line and Microsurfaced using Type II slurry mix per County Standards, "111-12-.09 Microsurfacing Type II'. The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the County, shall be 15lb./sy (+/- 1 lb./sy). (See attached specifications)."

Locations of work within the Santa Clara County roadways are shown on the project plans.

The Contractor is required to provide Santa Clara County Roads and Airports a 5-year warranty for pavements within County rights-of-way to meet the requirements of the County Conditional Encroachment Permit provision.

Question 2. At the pre-bid meeting the Appendix B9 Permission to Enter Agreement for stockpiling 100,000 CY was discussed. Currently the burden/risk of the owner obtaining the proper permits for the stockpile to remain is on the contractor. This will most likely result in the contractors including the cost for removal within their proposal. For the District to avoid potentially paying that cost regardless of it being off-hauled, would you consider adding a Supplemental Contract Item to remove the 100,000 CY stockpile? This will remove the burden of the permit from the contractor and insure that the District pays for off-hauling only if needed.

Response 2. The District will not be creating a supplemental contract item for potential removal of 100,000 CY, since the use is at the Contractor's option. The Contractor may or may not utilize the Permission to Enter to stage the earthwork operations. Since the burden to obtain the required permissions/approvals for the 100,000 CY to permanently remain on the property is solely on the property owner, Contractors should not assume the required permissions/approvals will be obtained.

Question 3. Will the Santa Clara Valley Water District provide a four-week to six-week extension to the bid closing date for the Upper Llagas Phase 1 Project to allow us more time to provide an exact estimate per your plans and specifications?

Response 3. Currently, the District has no intentions of providing an extension to the bid opening date. As explained at the mandatory site meeting (June 6, 2019), the eventual Project contractor may need to take preventative measures during the remainder of this construction year (May 1, 2019 to October 15, 2019)

within "waters of the United States" to possibly reduce 2020 construction impacts associated with nesting.

Question 4. In the Appendices attachment found on the website under Appendix F there is a URS Geotechnical Investigation with documents labeled "Scanned Copy of Appendix B" (p. 1863) and "Scanned Copy of Appendix C" (p. 2142) that contain boring data but there is no reference map to understand where the borings are located. Can you provide the key map that identifies the locations of the borings?

Response 4. A key map showing locations of the borings is included within Appendix B and Appendix C of the URS Geotechnical Investigation Report, Figures 5 through 27 (Pg. 1592 to 1614 of the "C0645 – Appendices Combined – FINAL Website Copy"). Additionally, locations for the borings included within Appendix B and Appendix C of the URS Geotechnical Investigation Report are shown on the project's construction drawings (D-sheets and PP-sheets).

Question 5. The project plans for C-Line-4 shows contour and cross section data from roughly station 4036 to 4030 and also from 4009 to 4002. However, there is no grading data or cross sections for the area between 4030 and 4002 – Is it the intent of the District to leave this section of channel native?

Response 5. Yes, the Design intent is to leave stations 4030+00 to 4009+00 as native Llagas Creek channel in order to preserve the existing native vegetation. However, a small "pilot" channel is shown to be excavated from station 4036+00 to 4030+00 to help re-direct and re-establish low-flows through this section of the historic Llagas Creek alignment instead of current low flows through existing Lake Silveira.

Question 6. With respect to the subject bid, we hereby formally request an extension of the bid due date. Provided the scale and complexity of the project we require additional time to prepare our bid.

Response 6. Currently, the Santa Clara Valley Water District has no intentions of providing an extension to the bid closing date, please see response to Question 3.

Question 7. Would it be possible for the Water District to release better copies of the plans for the contractor to download from your site. Some of the pages, in particular, all of the S drawings, C-48 and even the index page are not legible it looks to be a scan of an original pdf document. They are so bad that when you zoom in you can't make out dimensions. Thanks.

Response 7. In accordance with previously issued Addendum No. 1, the contract drawing files were split into small PDF's to help enhance the quality of the construction drawings.

Question 8. Could you also provide as-built drawings for the Masten Ave Bridge so that we price out the improvements at Masten Ave.

Response 8. Masten Avenue County Record Drawings are included within Appendix G beginning on Page 3653 of the "C0645 – Appendices Combined – FINAL Website Copy" document.

Question 9. Please confirm that we can use a drone to photograph the entire project area.

Response 9. Contractors may use a drone to photograph the entire Project area. Contractors are required to follow FAA rules and regulations Part 107 for Unmanned Aircraft Systems. (Please note that parts of the Project may be within 5 miles of an airport or helipad).

Question 10. Item 21 of the Notice to Bidders states that the ROW for the Lake Silveira property will be finalized by May or June of 2019. Has this been finalized? If not, when is it anticipated to be finalized?

Response 10. The District has obtained the necessary Rights of Way. Please refer to Addendum No. 1 revisions to Notice to Bidders.

Question 11. If the prime contractor/bidder is a qualified Small/Micro business, are they required to submit the Small Business Good Faith Effort?

Response 11. Refer to PART II in Bid Form No. 4 Small Business Outreach Program: Instructions and Compliance Document, for compliance options.

Question 12. Bike Trail Bid item has a quantity of 20CY, but there doesn't appear to be a cross section of what the 20 CY is to consist of. Will the District please respond with the corresponding cross section and location of Bike trails?

Response 12. The Bike Trail Pavement cross section is shown on Sheet GC-3/Section 1 Type 8. The location of the Type 8 Maintenance Road is shown on Sheet RP-8. Bike Trail AC Pavement shown on Type 8 Maintenance Road is to be paid for under Bid Item 25-1 Bike Trail Pavement. The Type 8 Maintenance Road Aggregate Base shall be paid for under Bid Item No. 25-4 Maintenance Roads or Bid Item 41-2 Improvements at Watsonville Road.

Question 13. Are All grade control structures shown on GC-1 required to have all boulders/rock grouted together? If so what type of grouting is required?

Response 13. All Type 1 Grade Control Structures shall be grouted as shown on the Drawings. Sheet GC-1 Detail 3 shows the extent of the grouted rock for the Type 1 Grade Control Structures. The required grout for the Type 1 Grade Control Structure is specified under Article 30.06.02.C:

"Concrete grout for filling voids between rocks shall be per the provisions of Section 72-5, "Concreted-Rock Slope Protection", of the State Standard Specifications."

Question 14. Spec section 25.06.02.D. states, "The Access ramp adjacent to the inlet weir structure shall be constructed from reinforced concrete as shown on the drawings." Plan sheets regarding the Inlet weir structure do not show any access ramps, please advise.

Response 14. See revision to Article 25.06.02D above.

Question 15. Will the contractor be allowed to leave stockpiled material in the provided staging areas up until the project is fully completed 2,095 Calendar days, or is the contractor required to have staging areas returned (Disked and hydroseeded) after 1,000 calendar days?

Response 15. The Contract may be allowed to leave stockpiled material in the provided staging areas until the project is fully completed at 2,095 Calendar days.

Question 16. Will the county please provide a description or drawing showing the access location from the proposed 7A channel to the required Fill at Lake Silveira, as neither a description of access for construction equipment or a detail are currently shown in the plans?

Response 16. See revision to Article 41.01.01.D above.

Question 17. Will the County please provide the estimated Qty of water to be dewatered at Lake Silveira for improvements to be made, as well as the anticipated flows of water in the upper Llagas creek at Monterey and upper Llagas creek?

Response 17. Santa Clara Valley Water is a Special District not affiliated with the County. The contractor is responsible to determine what volume of water needs to be controlled and what type of diversion system to install to accommodate the estimated quantity of water. The diversion system options are located in Appendix D8 "Dewatering Options" of the Project Specifications. The water at Lake Silveria and within Llagas Creek is controlled by an upstream source, Chesbro Reservoir. Per Section 15.01.B of the Project Specifications, the Contractor shall manage flows up to 10 cfs of flow from Chesbro Reservoir. A surface water monitoring gauge is located downstream of the reservoir in which real time discharge data can be viewed as well as historic data in Llagas Creek. Please use the link provided here to access that data. In addition, we have provided the results of the bathymetry that was conducted at the site for use in estimating water volumes in the Lake, please see Addendum No. 2 Attachment No. 1 "Final Bathymetry Report – Silveira".

Question 18. In Bid Form No. 4, under Part III Calculating the Small Business Preference, please clarify part C. If a Micro Business is the apparent low after the Small Business Preference is applied, then is the Small Business preference not applied for a regular Small Business or Non-Small Business? For example:

Initial Bid Results for Base Bid:

1. Contractor A (Non-Small Business with 30% Small Business Participation) - $40,000,000.00
2. Contractor B (Small Business) - $41,000,000.00
3. Contractor C (Micro Business) - $41,600,000.00

5% Small Business Preference would be $2,000,000.00 and because of priority and would only be applied to Contractor C.

Final Bid Results would be:

1. Contractor C - $39,600,000.00
2. Contractor A - $40,000,000.00
3. Contractor B - $41,000,000.00

Or is the preference applied no matter what the order is, with Contractor A still getting a 3% preference of $1,200,000.00?

Final Bid Results would be:

1. Contractor B - $38,000,000.00
2. Contractor A - $38,800,000.00
3. Contractor C - $39,600,000.00

Response 18. The preference is only applied once to determine the low bid. The opening example provided in question 18 is correct, in that the 5% preference would be applied only to Contractor C.

Note: Some questions received by contractors up to this point may not have been addressed in this Addendum No. 2 because additional information is being secured by the project team. Addendum No. 3 will contain those responses.

THIS ADDENDUM NO. 2, WHICH CONTAINS 6 PAGES AND 1 ATTACHMENT, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: 6/13/19

Christopher Hakes, P.E.
Deputy Operating Officer
Dam Safety and Capital Project Delivery

Enclosures:

ATTACHMNET NO.1: Final Bathymetry Report – Silveira

ATTACHMENT NO. 1
Final Bathymetry Report – Silveira

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CHAPTER 1

INTRODUCTION

BALANCE HYDROLOGICS

CHAPTER 2

BALANCE HYDROLOGICS

BATHYMETRY, HYDROGRAPHY, AND CHANNEL GEOMETRY OF LAKE SILVEIRA, MORGAN HILL AREA, SANTA CLARA COUNTY, CALIFORNIA

Bathymetry, Hydrography, and Channel Geometry of Lake Silveira, Morgan Hill Area, Santa Clara County, California

Prepared for:

Cardno Entrix

Prepared by:

Eric Donaldson
Barry Hecht, CHg, CEG
With field assistance by Ian Wilson, Cardno WRG

Balance Hydrologics, Inc.

July 2012

A report prepared for:

Cardno Entrix
2300 Clayton Road, Suite 200
Concord, California 94520
(925) 935-9920 Office
(707) 833-2687 Home
Attn: Mitchell Katzel, Senior Consultant: Geomorphologist/Hydrologist
mitchell.katzel@cardno.com

Bathymetry, Hydrography, and Channel Geometry of Lake Silveira, Morgan Hill Area, Santa Clara County, California

by

Eric Donaldson,
Geomorphologist/Hydrologist

Barry Hecht, PG, CEG, CHg
Senior Principal

Balance Hydrologics, Inc.®

800 Bancroft Way, Suite 101
Berkeley, California 94710-2251
(510) 704-1000
office@balancehydro.com

July 23, 2012

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1. INTRODUCTION

1.1 Purpose and Background

The Santa Clara Valley Water District (SCVWD) and the U.S. Army Corps of Engineers (ACOE) have proposed to construct the Upper Llagas Creek Flood Protection Project near the communities of Morgan Hill, San Martin, and Gilroy, California. The flood protection project includes completing a diversion between Upper West Little Llagas Creek near the Edmundson Avenue bridge and Llagas Creek near Lake Silveira. Material excavated during construction of the diversion, plus possibly other excess bank or tunnel materials, may be placed in Lake Silveira, a flooded former aggregate quarry along Llagas Creek approximately one-quarter mile upstream from Monterey Highway in San Martin. The lake will then be converted to permanent emergent wetland, and managed as habitat for aquatic and marsh species. Conversion of the existing open water conditions to emergent wetland and riparian habitat would potentially provide mitigation for loss of habitat associated with construction of the flood protection project. The following chapters of this document are intended to provide the basis for a feasibility analysis to remove Lake Silveira from the fluvial system.

The first section of the report describes the existing bathymetry and hydrography of Lake Silveira, such that the feasibility of the conversion to a permanent perennial wetland may be evaluated. The goals of this section are:

- To determine the volumetric capacity of Lake Silveira and furnish preliminary estimates of the quantity of sediment that can be stored within the lake.
- Provide supplemental topographic data to determine how water flows through Lake Silveira and establish the topographic relationship between Lake Silveira and the adjacent historic stream course of Llagas Creek.
- Assemble hydrologic data to establish the context for hydrologic conditions during the surveys of Lake Silveira and environs performed for this study.

1.2 Organization of the Report

This remainder of this report is divided in to four chapters. Chapter 2 summarizes the physical characteristics of Lake Silveira and associated features, including the now-abandoned historic Llagas Creek channel. In this section we provide a bathymetric map, hypsometry and channel elevations/dimensions to aid ongoing planning efforts. Additionally, Chapter 2 includes a description of the hydrologic conditions during the February 2012 fieldwork effort and a discussion of antecedent hydrologic conditions beginning in 2007 which may potentially affect our observations. Chapter 3 summarizes a study performed by the SCVWD to explore hydrologic and water quality. Chapter 4 summarizes the Baseline Biological Study of Silveira

Lake performed by Condor Country Consulting. Chapter 5 presents the results of the SCVWD surveys for red-legged frog and California tiger salamander.

1.3 Prior Investigations

Lake Silveira was previously described and assessed primarily in two management reports. Amphion (1989) developed a plan for the lake, owned by the Santa Clara County Parks Department. USFWS Senior Biologist Richard de Haven (2003) reviewed conditions at the lake, and developed the recommendations to convert it to a perennial emergent marsh, with a substantial focus on CRLF restoration, as well as minimizing effects on steelhead. His findings and recommendations were summarized in a formal USFWS Fish and Wildlife Coordination Act Report (CAR)[1]. Observations and conclusions from the two reports are summarized in the following paragraphs.

Amphion (1989) noted that the lake has formed in a former aggregate pit by capture of Llagas Creek. With an area of about 8 acres, the lake is connected to Llagas Creek within the 50-acre Santa Clara County Park. Since at least 1989 (de Haven, 2003), Llagas Creek has flowed through the lake, abandoning about one-quarter mile (cited as 1980 lineal feet) of former channel, which now supports a 30-year-old growth of willows and riparian hardwoods, with dense Himalayan Blackberry and poison oak thickets occupying much of the former creekbed along the eastern half of the lake.

De Haven (2003), in the US Fish and Wildlife Service's CAR report, noted that the lake was reported to be a "nearly-uniform 8 to 12 feet deep", holding about 80 acre-feet. The same report noted that:

- During winter baseflows of 3 to 4 cfs, water in the lake is exchanged over about 10 days.
- Summer water temperatures can increase by 3 to 5 ºF as Llagas Creek passes through it.
- Sunfish and avian predators threaten the steelhead which may pass through the lake as upstream or downstream migrants.
- Shallow areas along the margin of the lake capable of supporting CRLF are of variable extent, often only a few feet wide, and locally support cattails and tules in which CRLF can breed.

U.S. Fish and Wildlife Service (De Haven, 2003) has recommended that, if filled and maintained as CRLF habitat, the lake should serve as a major mitigation and conservation element of the proposed project. USFWS further suggested that the optimal mitigation package might include 3.5 acres of cattail and tule marsh, and about 4.5 acres of open water in a wetland mosaic,

[1] Fish and Wildlife Coordination Act Report (CAR), which specifies mitigation opportunities, amounts, and constraints for the Upper Llagas Creek Flood Protection Project.

enhanced with at least 25 snags or other pieces of large woody debris (LWD). The USFWS recommendations are:

> ", . .borrow extracted during construction of the new bypass channel just upstream of the lake (about 150,000 yds^3 would be available) would be used to fill in portions of the lake to provide water depths (generally 1-2 feet) suitable for PEM [perennial emergent marsh] creation. It is assumed that about 3.5 acres of PEM would be created, by planting cattail and bulrush "plugs" after the suitable water depths had been established with the PEM creation would be done in a mosaic pattern around the lake's edges, with all PEM occurrences at least 50 feet in width.
>
> About 4.5 acres of deeper water, where PEM would be unable to colonize naturally, would remain to provide important habitat diversity as well as increased "edge effect." It is assumed that by planting the PEM emergent plant species (versus waiting for natural colonization), the PEM could be fully established in 3 years. In addition, as a means of increasing habitat values for California red-legged frogs, and other amphibians and reptiles, at least 25 large rootwads (criteria the same as for the LWD prescribed above for other FCP [flood control project] reaches) would be scattered throughout the modified lake and attached to the bottom."

There is little existing information on water-level fluctuations or water temperatures in the lake prior to the recent monitoring of the lake by SCVWD staff (see Chapter 3). No concurrent groundwater information is available; SCVWD, however, has previously commissioned extensive groundwater characterization (c.f., Lecce and Kennedy, 1997) showing depths to water below ground surface of 15 to 17 feet along the alignment of Reach 7A immediately to the north of the lake, with groundwater of generally good mineral quality, elevated nitrate levels excepted.

Present vegetative and habitat conditions are described in Chapter 4. Natural channel hydraulic geometries (geomorphically-stable channel configurations) have been summarized for the Llagas watershed in Senter and others, 2011.

Presently, access to the lake is restricted to larger watercraft, although it is used for non-motorized watersports by individuals willing to carry sailboards, canoes, or other watercraft to the lake.

1.4 Acknowledgments

It often takes a village to collect the data need for a viable habitat-restoration effort, particularly for lakes and wetlands. The Balance staff wish to thank those responsible for allowing quality data to be collected. This project was directed by Mitchell Katzel at Cardno Entrix, in support

of environmental documentation being prepared for the Upper Llagas Creek Flood Protection Project on behalf of the Santa Clara Valley Water District. Bathymetric field work was conducted jointly with Cardno WRG staff, led by Ian Wilson, and including Brian Bigelow. Melissa Moore, senior biologist as SCVWD, prepared the water-quality data, and helped arrange access for the field teams. Tim Harrison, at RMC Water and Environment, provided survey-control points used by RMC in its recent re-survey of the Upper Llagas Creek Project alignment. Don Rocha, Santa Clara County Parks and Recreation Department, provided the 1989 Amphion report and his insights on conditions at the lake. Other Balance staff supporting this project included Jena Krause, and Travis Baggett.

2. BATHYMETRY AND PHYSIOGRAPHY

2.1 Site Conditions

Balance installed a staff plate near the lake outlet prior to beginning surveys. During the hydrographic survey on February 8, 2012, the lake water level was 304.02 ft. NAVD88 (National American Vertical Datum of 1988, NAVD hereafter), and on February 28, 2012 the water surface elevation was 304.12 ft. NAVD.

2.2 Site Control

SCVWD provided survey control. Horizontal position data were provided in California State Plane Zone III Coordinates. Vertical Data were provided in the National American Vertical Datum of 1988. All data were provided in U.S. survey feet. Cardno WRG used SCVWD benchmarks 26631, 26622, and 26626 for the hydrographic survey. Balance referenced SCVWD benchmarks 26631, 26633, 26630, 26625, and an additional temporary benchmark established on February 8, 2012 along Atherton Way for surveying topographic points above the February 2012 water surface.

2.3 Bathymetry

Topographic data were collected on February 8, 2012 and February 28, 2012. Table 1 summarizes the topographic data collection activities.

Table 1. Summary of Survey Activities

Date	Activities
February 8, 2012	▪ Boat-based hydrographic survey (Balance + Cardno WRG) ▪ Lake outlet supplemental topography (Balance) ▪ Establish control near lake inlet (Cardno WRG)
February 28, 2012	▪ Lake inlet supplemental topography (Balance) ▪ Historic channel and berm supplemental topography (Balance) ▪ Lake supplemental topography (Balance)

The boat-base hydrographic survey performed on February 8, 2012 was conducted by staff from CardnoWRG and Balance Hydrologics. The team used a 14-foot inflatable zodiac boat outfitted with a 15-horsepower outboard to perform the survey. An Ohmex Sonarmite echo sounder and was coupled via Bluetooth to a Trimble SCS900 survey controller for fathometric data collection. The team performed 2 bar checks (physical calibration with a stadia rod) of the fathometer, one before and one after the bathymetric survey and each bar check demonstrated that the fathometer was reading within 0.05 ft. of the actual depth. The data controller received position data from a Trimble RTK-GPS rover and base station. The base station was positioned on control point SCVWD benchmark number 26631 and a transformation from geographic

coordinates to the local datum was generated using SCVWD benchmarks 26622 and 26626. Bathymetric data were hand filtered by staff at CardnoWRG and delivered in PNEZD format to Balance for analysis.

Balance used a CST/Berger total station, model number CST-205 to supplement the hydrographic surveys and reference data along the historic channel that runs along the north edge of the lake. The hydrographic data were combined with the on-land total station topographic survey points and integrated with 1 ft. contour map generated from LiDAR by for the SCVWD and provided to Balance by RMC Engineers. All post-processing was performed in ArcGIS 9.3.1 (ESRI). Figure 1 presents the survey data used to generate the TIN. The TIN was converted to a raster image with 25 ft^2 cells. Elevations for each of the cells were exported as values in NAVD for hypsometric analysis. Area and volume analyses were performed in Excel.

2.3.1 Physical characteristics

- Current physical conditions are broadly similar to those reported by De Haven (2003).
- Based on water levels during the surveys Lake Silveira occupies approximately 8.2 acres.
- The deepest point within the lake, northwest of center, has an estimated elevation of 293.7 ft. NAVD at 10.4 feet of water depth. As discussed by De Haven (2003) the banks drop more steeply on the north shore of the lake, adjacent to the constructed levee. A contour map of the lake is presented in Figure 2.
- The lake bottom, while relatively flat, gently slopes to 297 ft. NAVD where the slopes break more steeply to the shore. Figure 3 presents the lake hypsometry (elevation vs. cumulative area), including the adjacent levee and road, but excluding the historic channel and hills to the south of the lake. Figure 4 presents the cumulative volume vs. elevation between 297.3 ft. NAVD, the lowest point within the lake, and 308 ft. NAVD, which brackets the lake inlet elevation of 307.1, likely the highest potential elevation under which fill may be accommodated .Table 2 summarizes the cumulative volume and area of the lake.
- For planning purposes, Table 2 and Figure 4 can be used to estimate the amount of fill that may be accommodated within Lake Silveira potential target elevations between 293.7 and 308 ft. NAVD. This does not account for potential expansion and compaction of fill material and existing lake bed material. There are numerous lake filling and management options that are in keeping with the USFWS recommendations outlined above. The precise fill volumes that are appropriate to mitigation needs will be considered in more detail as part of an alternatives analysis and carefully evaluated during the development of biddable design drawings.

Table 2: Summary of Cumulative Volume and Area of the Lake for Lake Silveira

Elevation (ft. NAVD88)	Cumulative Volume (cy)	Area (acres)
294	.30	5×10^{-4}
295	200	0.66
296	3,500	3.42
297	10,400	4.96
298	19,000	5.62
299	28,500	6.13
300	39,100	6.92
301	50,600	7.39
302	62,800	7.67
303	75,300	7.91
304	88,300	8.16
304.1 (approx. lake level during surveys)	89,600	8.28
305	101,700	8.43
306	115,500	8.76
307	130,300	9.47
308	147,500	11.04

2.4 Inlet and Outlet Channel Geometry Survey

A survey was performed of the elevation and geometry of the inlet and outlet channels that were excavated to fill the quarry and create Lake Silveira, bypassing the currently abandoned section of Llagas Creek. The location of the inlet and outlet cross-sections and long profiles is shown in Figure 2.

The inlet to Lake Silveira is located at the westernmost end of the lake. It crosses through a pre-existing levee aligned along the south side of the historic channel. Cross-section 1 at the lake inlet is shown in Figure 5 and the long profile through the inlet is shown in Figure 6. It appears that high flows scour the left bank, and have eroded the levee where the inlet channel has cut through. Established willows grow on the floodplain through the inlet and downstream closer to the lake, indicating that the channel has likely not incised or eroded substantially over recent decades.

The long profile upstream from the inlet indicates that theinlet thalweg elevation at the junction with the historic channel is 307.1 ft. NAVD.

During low flow, water drains the lake through an outlet notch at its east end. The surveyed outlet notch cross-section (Cross-section 2), is provided in Figure 7 and the long profile is provide in Figure 8. The throat of the outlet is at elevation 303.4 ft. NAVD.

Adjacent to the outlet a broad, low bench at about 307 ft. NAVD allows water to flow out of the lake at high flows (See Figure 2). The high-water marks on vegetation are located on the secondary bench at 308.5-309.2 ft. NAVD. The high water marks likely correspond to the 2011 peak flow event of about 2765 cfs on March 24, 2011 (See discussion of hydrology below).

2.5 Historic Channel Geometry Survey

In addition to topographic data collected within Lake Silveira, topographic data were collected at three cross-sections to characterize the historic Llagas Creek channel which runs just north and directly adjacent to Lake Silveira. One cross-section is approximately 175 feet. downstream of the inlet to Lake Silveira, one midway between the inlet and the outlet, and one approximately 150 feet downstream of the outlet. The location of these cross-sections is shown in Figure 2. The results of the survey in the historic, now abandoned Llagas Creek Channel are as follows:

- The thalweg elevation at Cross-section 3, the most upstream historic channel cross-section is approximately 307.5 ft. NAVD (Figure 9), 0.4 ft. higher than the lake inlet (Figure 6). The elevation of the thalweg at Cross-section 3 may not represent the threshold spillover water surface elevation when flood waters enter the historic channel; we were unable to locate a definitive high point due to the thick himalayan blackberry brambles that have extensively colonized the historic channel. It is very likely that high flows route water through the historic channel, however the frequency and duration of flow bypass is not well understood.
- The thalweg elevation at Cross-section 4, approximately half way between the lake inlet and outlet was 302.8 ft. NAVD (Figure 10). We observed standing water at an elevation of 303.3 ft. NAVD in the channel through this reach on February 28, 2012; we had observed a lake water-surface elevation of 304.12 recorded on the same date. The ponded area likely results from backwatering of the historic channel from the lake outlet, or it is also possible that lake water is being transmitted as ground water to the historic channel, however we were unable to perform a complete reconnaissance of the historic channel and therefore we cannot state conclusively how the observed surface water entered the historic channel. Downstream of the outlet, the thalweg elevation of Cross-section 5 is 302.6 ft. NAVD (Figure 11).
- The drainage area of Llagas Creek at Lake Silveira is approximately 27.5 mi^2. Based on regional stable channel bankfull hydraulic geometry relationships developed by Senter and others, 2011, we estimate that the historic (pre-Chesbro Reservoir channel at Lake Silveira should be approximately 2.5 ft. deep and 33 ft. wide at the riffle-pool transition. It should be noted that historic geomorphic indicators were obscured by extensive vegetation during the historic channel surveys, and we were unable to locate the riffle-

pool transitions, therefore it is reasonable that the channel geometry may not match the regional relationships. Given the proximity of the historic channel to the levee that divides the historic channel from Lake Silveira, it is highly likely that the channel was manipulated as part of construction or management of former quarry, including but not limited to borrow or mining of material from the historic channel.

- Cross-section 3 (Figure 9) does not appear to fit the hydraulic geometry relationships. We observe a pair of broad channel features together totaling approximately 90 ft from toe to toe. We were unable to locate any historic bankfull flow indicators.
- Because the channel has not conveyed Llagas Creek flows for many years, no contemporary bankfull indicators were found at Cross-section 4(Figure 10). However, there is a terrace on the right bank that varies from 2-3 feet above the thalweg depth. This feature may be a historic inset floodplain. The width of that channel at this feature is nearly two times greater than the predicted bankfull width at approximately 57 ft.
- Downstream of the outlet at Cross-section 5 (Figure 11), and extensive stand of himalayan blackberry limited our ability to survey the left bank. We estimate that the bankfull depth at Cross-section 5 is between 2 and 4 ft. and that the width is approximately 55 Ft. 2.6

2.6 Fluctuations and Observed Seasonal Variations

The discharge into Lake Silveira is strongly controlled by releases from Chesbro Reservoir. Chesbro Reservoir is located 5 miles upstream of Lake Silveira. Data provided by SCVWD indicate a release rate from Chesbro Reservoir of 2.61 cfs on February 8, 2012 and 3.7 cfs on February 28, 2012.Based on our field observations, the observed lake stage increased by 0.1 ft. between February 8 and February 28, 2012, although these observations are only spot measurements and we have no data on water surface elevations at other times.

2.6.1 Antecedent conditions

Conditions at a lake on any one date can be strongly influenced – directly or indirectly – by rainfall or other conditions during the previous season, or (particularly in the case of regulated streams) during previous seasons. This section of the report describes rainfall, discharge and dam release characteristics during the preceding 4 or 5 years in order to provide hydrologic context for, a) the conditions during the bathymetric and topographic surveys, b) the water quality and habitat chapters of this report and c) potential future management of the site.

Hydrologic conditions were identified using Santa Clara Valley Water District rainfall and reservoir storage data. These data were obtained via the SCVWD webpage and therefore are preliminary. Streamflow data for the USGS station 11153650 Llagas Creek near Gilroy were

obtained from the USGS website and are a mix of preliminary and final data.[2] . These data are shown collectively in Figure 12.

Rainfall data for the Santa Clara Valley Water District Morgan Hill precipitation station is readily available for four prior water years. The mean annual precipitation for this station is approximately 21 inches.[3] The annual total rainfall was 14.51 inches for WY 2008, 14.60 inches for WY 2009, 23.18 inches for WY 2010, 21.45 for WY 2011, and 12.58 prior to May 22, 2012 for WY 2012. Water-level and capacity data for Chesbro Reservoir are readily available for five prior water years. Chesbro Reservoir is operated as a water supply to raise groundwater levels in the Santa Clara aquifer via groundwater recharge through Llagas Creek, principally at the Church Avenue ponds. The current rated capacity of Chesbro Reservoir is 7945 ac-ft. Water year 2008 started at only 4% of capacity, the maximum storage in the reservoir was 77% percent of capacity and the year ended at 23% of capacity. The maximum storage for water year 2009 was 54% of capacity and the year ended at 20% of capacity. Water year 2010 was a wet year with a maximum storage for the year of 99%, and ending at 65%. Water year 2011 was the wettest of the five years summarized here with a maximum storage for the year of 100%, and ending at 71%. Water year 2012 (to date) is the driest year of the five summarized here, with a maximum storage of 55%. We expect little to no additional precipitation for the remainder of the water year.

Since November 2002, the USGS has been gaging streamflow on Llagas Creek near Southside Road downstream of the city of Gilroy (84.2 sq. mi.). This station is approximately seven stream miles downstream of the temporary station operated by Balance at Buena Vista Avenue (Strudley and others, 2011),where the drainage area is 66.1 square miles. Review of the previous five water years of USGS Gilroy data (October 1, 2007 through September 30, 2010) show that the highest mean daily flow was 151 cfs for water year 2008, 42 cfs for water year 2009, and 521 cfs for water year 2010. Water year 2011 exceeded these flows on several occasions, and the greatest mean daily flow was 1310 cfs (or 15.56 cfs/sq. mi.), in contrast to the peak mean daily flow of 1216 cfs (or 18.40 cfs/sq. mi.) directly measured by the Balance staff at Buena Vista Avenue. We consider the values at Buena Vista to be fairly close to the peak flows which occurred in and adjoining to Lake Silveira during 2011. The differences between the measured flows at Buena Vista and Southside Road show the sharp attenuation of peak flows due to flow losses as Llagas Creek courses over the flatter landscape underlain by Pleistocene lakebed sediments comprising the reaches at and downstream from Gilroy.

Normal watershed conditions prevailed during the WY 2011 runoff season throughout the Llagas catchment.

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[2] USGS data for WY 2011 and 2012 remain preliminary at the time of writing

[3] Saah and Nahn, 1988

2.7 Topographic Limitations

Despite the high level of accuracy measured during the calibration checks of the fathometer survey, Lake Silveira has a non-uniform bed type which may influence the accuracy of the fathometric soundings. Using physical soundings of the lake with a 15-ft. stadia rod, we observed that the lake bottom was moderately soft in places, underlain by a firm layer 0-1 ft. below the sediment surface. This may affect the accuracy of the fathometric soundings. A sensitivity analysis indicates that soft-bottom soundings may account for a volumetric error of ± 6600 cy if we assume that fathometer errors of ± 0.5 vertical ft. This report relies on conditions, measurements, and observations of others, including agencies (such as USGS and USDA) normally charged with conventional watershed characterization. It uses datums and benchmarks established by others, and thought by us and SCVWD staff to be reasonable values. Our scope did not include independently verifying these points and conditions.

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APPENDIX A: TEXT DESCRIBING CONDITIONS AT LAKE SILVEIRA AND MITIGATION RECOMMENDATIONS, FROM THE FISH AND WILDLIFE COORDINATION ACT REPORT ("CAR report")

Llagas Reach 6- Stream Restoration :-Ind Silveira Lake Modification Option. While substantially adhering to the specific design criteria and specifications, as provided in Appendix DDS of the attached HEP report,

31. Restore, as prescribed, at least 1,980 lf (net restoration 1,380 lf) of currently de-watered Llagas Creek streambed adjacent to Silveira Lake, while negatively impacting 600 If or less of existing watered (perennial) streambed;
32. As prescribed, fill in portions of Silveira Lake with [borrow] extracted during the Reach 7 bypass channel construction and plant emergent species to create an emergent wetland mosaic with 3.5 acres of cattails and bulrushes and 4.5 acres of associated shallow, open water;
33. Enhance this emergent wetlands mosaic (#32) as prescribed with at least 25 pieces of LWD;
34. Use this restoration/enhancement feature as a major mitigation and conservation element of the proposed Flood Control Project;

"Thus, nearly all compensation would have to occur off-site, using a plan that has yet to be developed.
However, restoration of a portion of upper Llagas Creek in the vicinity of Silveira Lake, is a candidate mitigation option that is evaluated later herein using HEP. The Silveira Lake mitigation option could potentially restore several hundred feet of L1agas Creek de-watered and abandoned when Silveira Lake was created several decades ago.

Reach 6 - Llagas Creek (and Silveira Lake) Restoration Option for Mitigation. The Corps, SCVWD, and Service have discussed the possibility (contingent upon landowner acceptance and cooperation) that about 1,930 lf of Llagas Creek in the vicinity of Silveira Lake which has been de-watered for several decades could potentially be restored to provide mitigation value to offset other adverse impacts of the proposed FCP along Llagas Creek. In addition, in conj unction with this action, the lake itself could be converted to emergent marsh habitat, resulting in significantly higher habitat values than exist now. Such a conversion of the lake could potentially benefit and other federally-listed species such as the California red legged frog.

General Description and Existing Conditions.-Silveira Lake is an 8-acre lake located on Llagas Creek, within the 50-acre Silveira Park, which is in the southerly part of Morgan Hill between Santa Teresa Boulevard and Monterey Road. The lake has a relatively uniform depth of 8·12 feel (Amphion Environmental 1989) and relatively little nearshore aquatic emergent vegetation . (p. 184)

Silveira Lake was created by unknown parties prior to 1989, when Llagas Creek was diverted into a nearby abandoned gravel-extraction pit. In creating the Lake in the gravel pit, approximately 1,980 lf (An estimate provided 11/04/02 to the Service by Bill Smith, SCVWD;

Amphion Environmental *[Amphion Environmental. 1989. Silveira Park, Morgan Hill, California master plan report. Unpublished Report prepared for Department of Parks and Recreation, City of Morgan Hill, California by Amphion Environmental, Inc:, Oakland, California. 40 pp.]* previously estimated the length as 1,000 lf) of Llagas Creek was dewatered and abandoned. Nevertheless, this dewatered section of creek has developed dense PFO cover. Beneath the dense PFO overstory layers of trees and shrubs, a dense understory of Himalaya blackberry now envelops the original, but now dewatered streambed. Occasionally, when irrigation runoff from nearby fields occurs, up to about 20 percent of the abandoned streambed length has either intermittent flow or at least moist surface-soil conditions. In addition, according to Amphion Environmental (1989), the entire original streambed still flows occasionally during high-runoff events. Such intermittent watering of the abandoned streambed has created a flourishing PFO corridor with high existing habitat values, despite the earlier creek diversion. Abandoning the present flow of Llagas Creek through Silveira Lake and redirecting it back down the original streambed could potentially be a very significant restoration action. This option is the subject of the preliminary environmental analysis (and HEP accounting) presented here. Such an option is preliminary and conceptual at this time, and it has not yet garnered the support of the landowner. (p184)

(p185)

Associated Lake Enhancement Scenario.-During the streambed restoration, the existing direct flow from the creek into the lake would be permanently cut off. The only direct connection from the stream to the lake that would remain would be at the downstream end of the lake, where a back- flow, slough-like connection would be provided from the stream to the rake. This connection would carry flow into the lake primarily during high-flow events.

In addition, borrow extracted during construction of the new bypass channel just upstream of the lake (about 150,000 yds would be available) would be used to fill in portions of the lake to provide water depths (generally 1-2 feel) suitable for PEM creation. 1t is assumed that about 3.5 acres of PEM would be created, by planting cattail and bulrush "plugs" after the suitable water depths had been established with the PEM creation would be done in a mosaic pattern around the lake's edges, with all PEM occurrences at least 50 feet in width. About 4.5 acres of deeper water, where PEM would be unable to colonize naturally, would remain to provide important habitat diversity as well as increased "edge effect." It is assumed that by planting the PEM emergent plant species (versus waiting for natural colonization), the PEM could be fully established in 3 years. In addition, as a means of increasing habitat values for California red legged frogs, and other amphibians and reptiles, at least 25 large rootwads (criteria the same as for the LWD prescribed above for other FCP reaches) would be scattered throughout the modified lake and attached to the bottom.

Assumed Benefits of the Stream Restoration/Lake Modifications.-The combined stream Restoration/lake modifications should provide very significant thermal benefits for steelhead rearing and migration. Under typical recent streamflow conditions of 3-4 cubic feet/second, it is estimated that the Lake's full-water-exchange rate (assuming about 80 acre-feet in the lake)

averages roughly 10 to 20 days. Given this rate, the Service's best professional judgment is that under the most adverse (i.e., longest summer days with the highest ambient air temperatures) of summer conditions, streamflow moving through the lake warms by at least 3-5° F. Furthermore, our best professional judgment is that by directing the streamflow instead down the restored, highly shaded streambed for 1,000 lf, maximum warming would not exceed 0.5° F under the most adverse of summer conditions and flows. Therefore, the thermal benefits of such a restoration action would be considerable and could extend downstream a considerable distance, depending on conditions.

Early in the overall Flood Control Project life, as revegetation growth along Reaches 4-6 was just starting (and thus OHC was minimal), downstream benefits would diminish quite rapidly. Later in the overall project life, as the replanted vegetation in downstream areas matured and provided more OHC, benefits would begin to extend incrementally farther downstream. Thus, temperature benefits related to this action could serve as mitigation for project-induced adverse temperature increases in downstream areas that would otherwise occur.

This action would also likely reduce predation on juvenile steelhead. Currently, all downstream migrating juvenile steelhead must pass through the lake, where a significant population of predatory sunfish (bass, crappie, bluegill, etc.) and other species have unknown, but likely highly adverse, predation effects. This predation would be eliminated or greatly reduced by redirecting flow back down the restored streambed. Moreover, sunfish habitat within the lake would be greatly reduced in size and quality, thereby further lowering adverse effects to those juvenile salmonids which still inadvertently entered the lake via the slough, especially during occasional high-flow events. The PEM habitat that would be developed around the lake would also have benefits to a wide array of waterbirds, such as ducks, herons, egrets, and various marsh-related songbirds. Such PEM development could also benefit California red-legged frog habitat and would certainly be better than existing conditions, particularly if rootwads or other cover was established around the lake margins.

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APPENDIX B. RECORDS OF SURVEY CONTROL, FEBRUARY 8, 2012 BATHYMETRIC SURVEY

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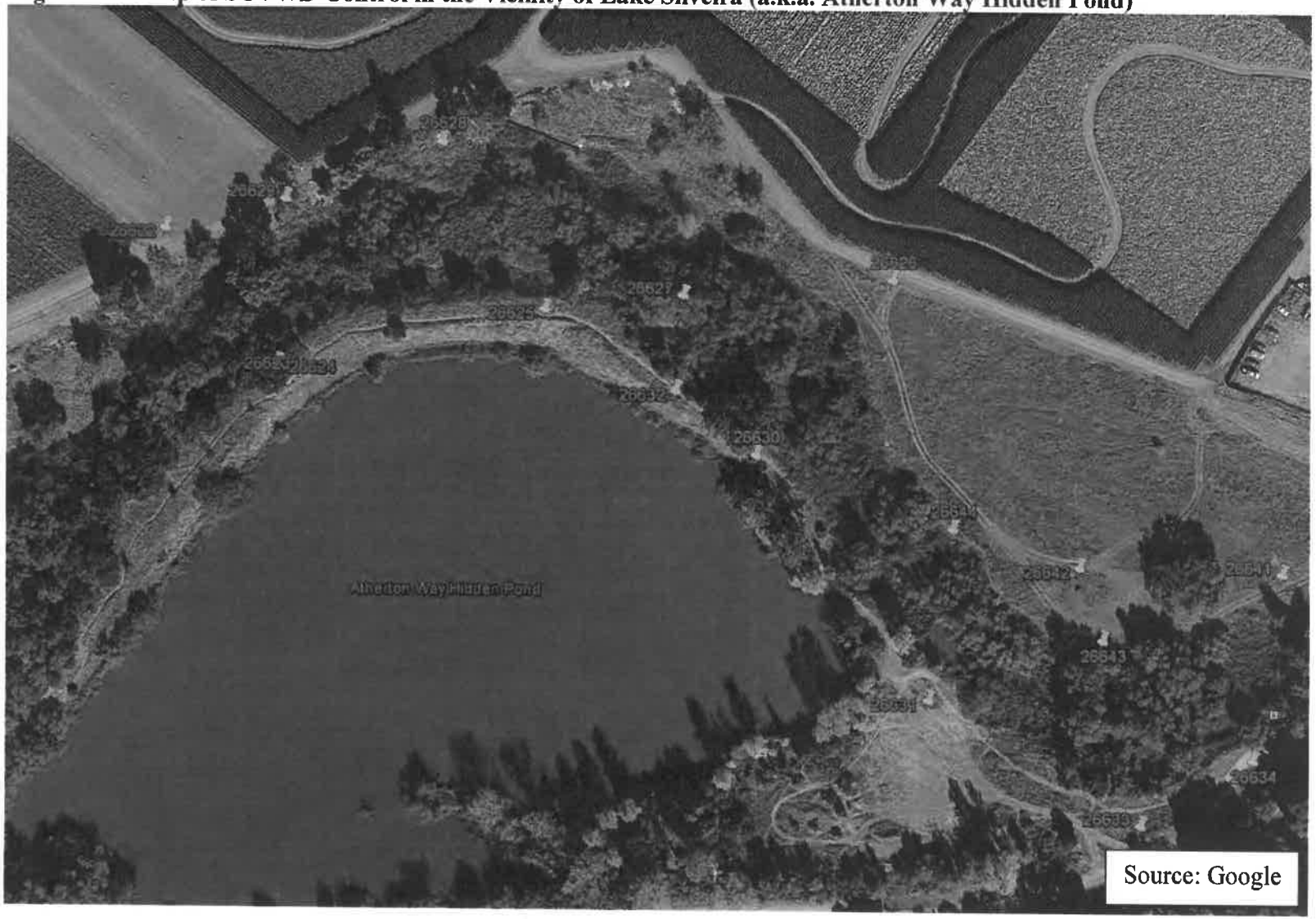


FIGURES

211062 Figure 1.mxd

Figure 1

Field Data Collection and SCVWD LIDAR Data Contours Lake Silveira, Santa Clara County, California

N

0 50 100 200 300 400

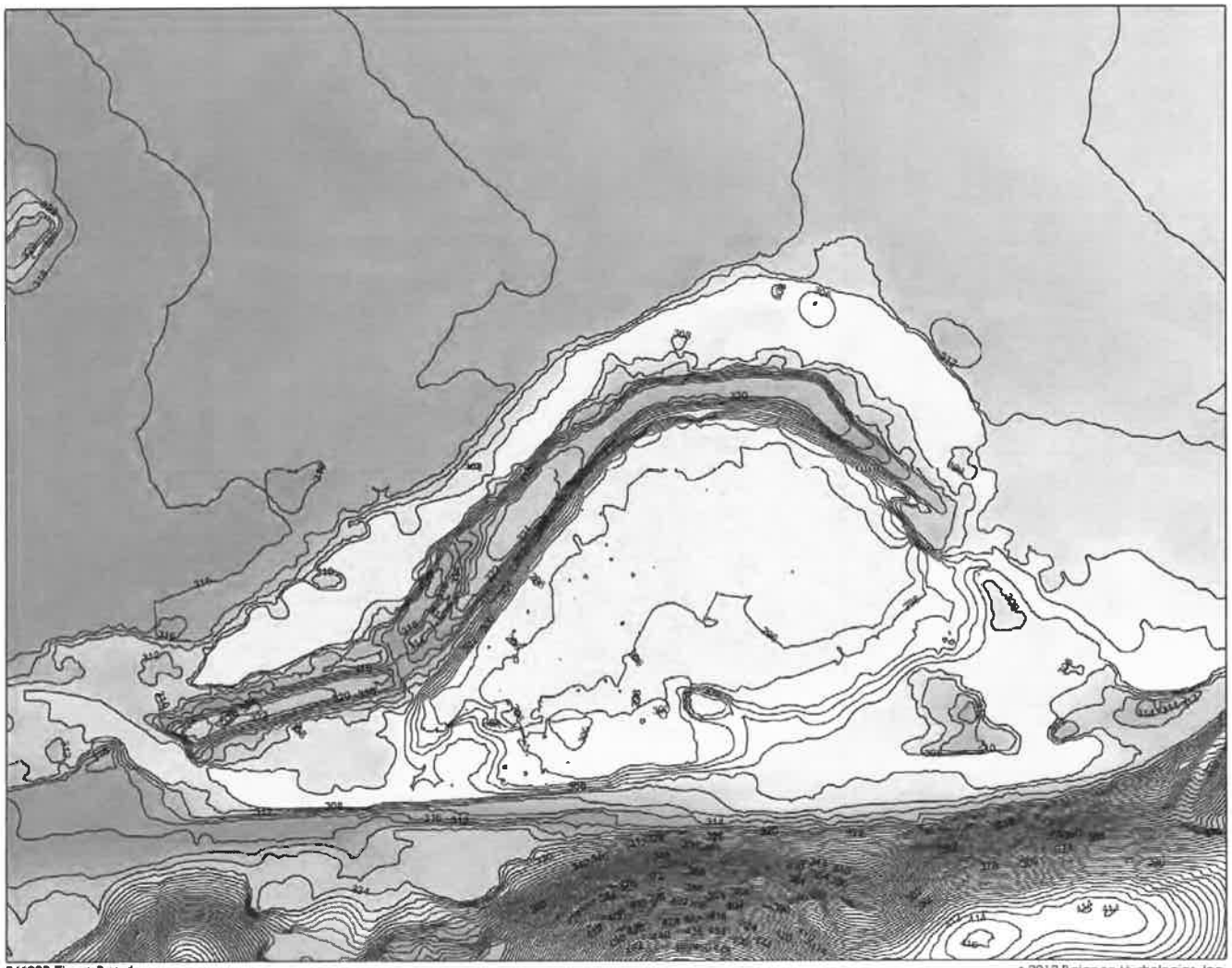
Feet

Source:
Contours: SCVWD
Bathymetric Data: CardnoWRG and Balance
Ground Surveys: Balance

All site control provided by SCVWD:
Vertical Datum is NAVD88
Horizontal Datum is California State Plane Zone III

Legend

- Feb 8, 2012 Survey
- Feb 28, 2012 Survey
- Bathymetric Survey
- SCVWD 6225_1852
- SCVWD 6233_1852



211062 Figure 2.mxd

Figure 2

Bathymetric Map of Lake Silveira, Santa Clara County California

N

0 50 100 200 300 400

Feet

2-foot contour intervals
Vertical Datum is NAVD88

Source: SCVWD, CardnoWRG, and Balance Hydrologics surveys

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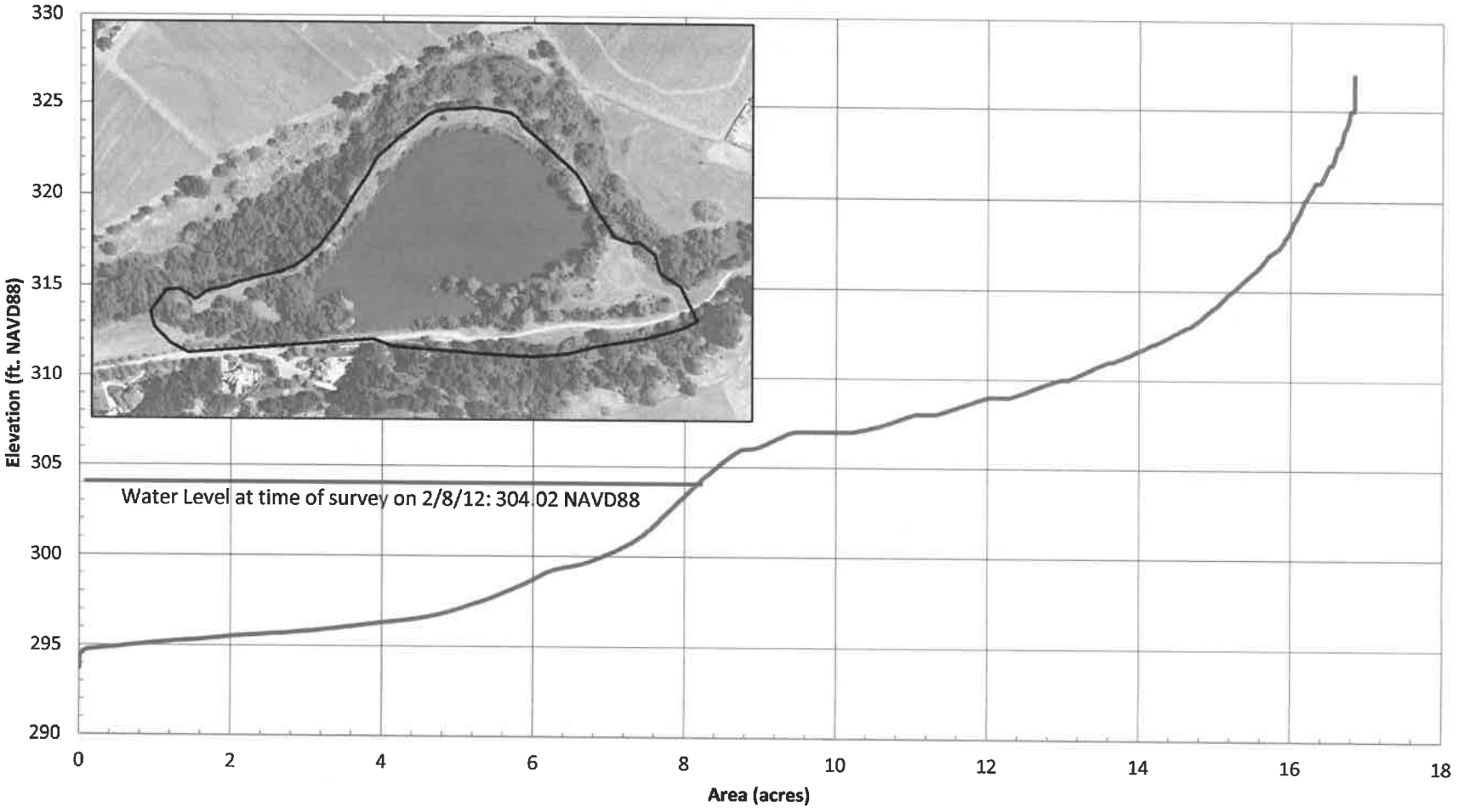
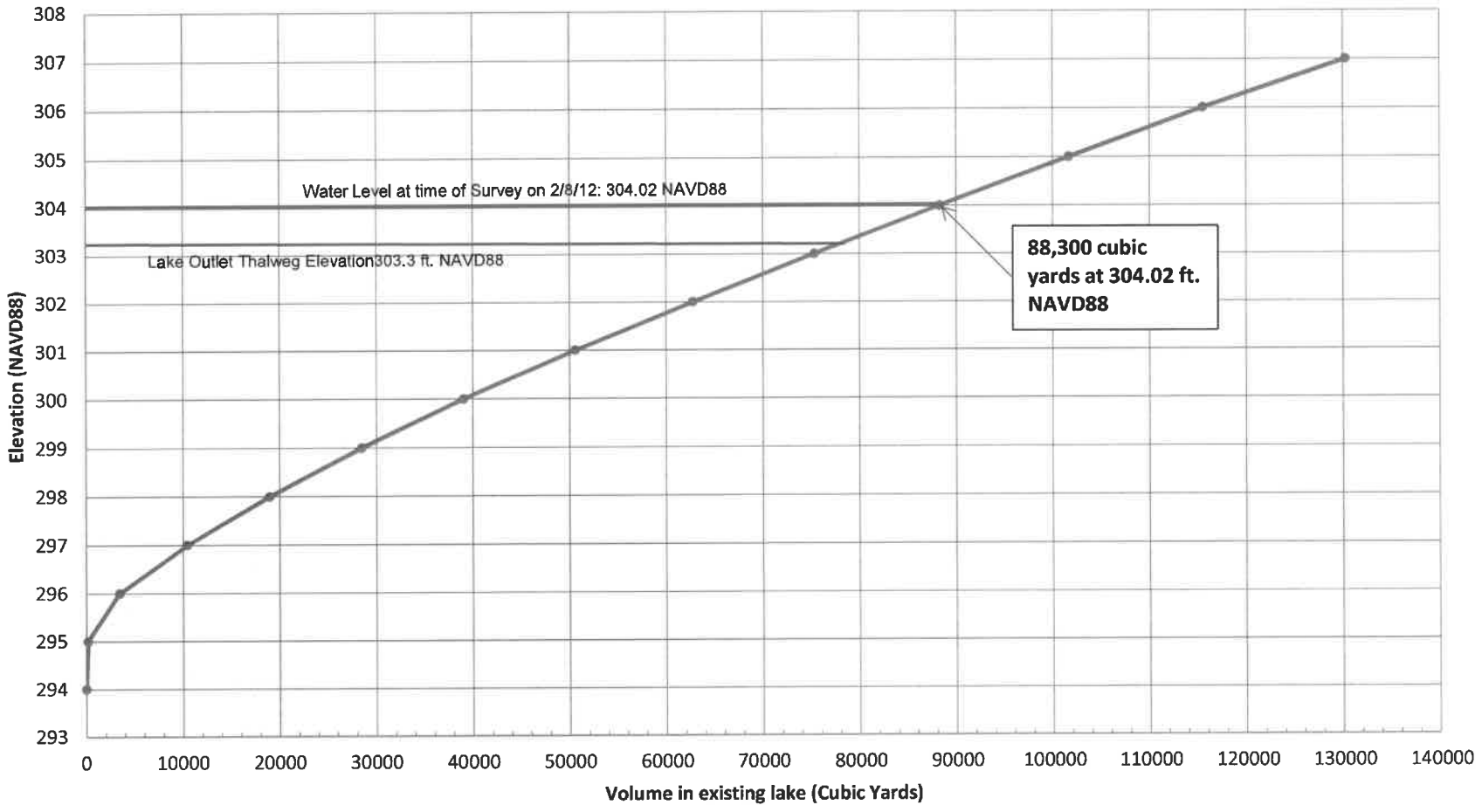


Source: Balance Hydrologics

Balance Hydrologics, Inc.

Tin1FinalExtraction_v4

Figure 3. **Hypsometric Curve (Area-Elevation) plot, Lake Silveira, Santa Clara County, California. Area defined by hypsometric curve (Inset)**

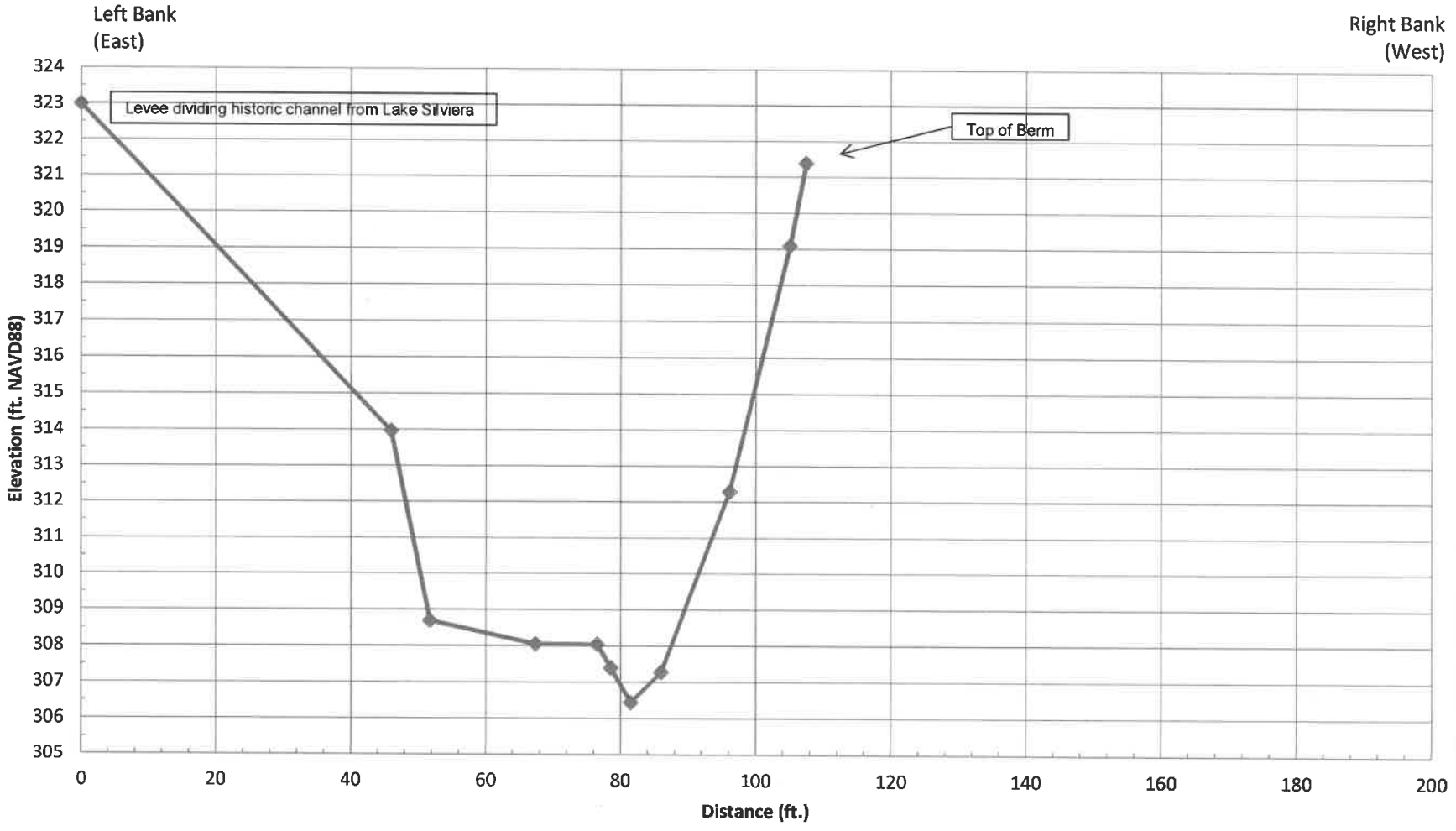


Source: Balance Hydrologics:

Balance Hydrologics, Inc.

Tin1FinalExtraction_v4

Figure 4. **Cumulative lake volume: Elevation relationship, Lake Silveira, Santa Clara County, California**



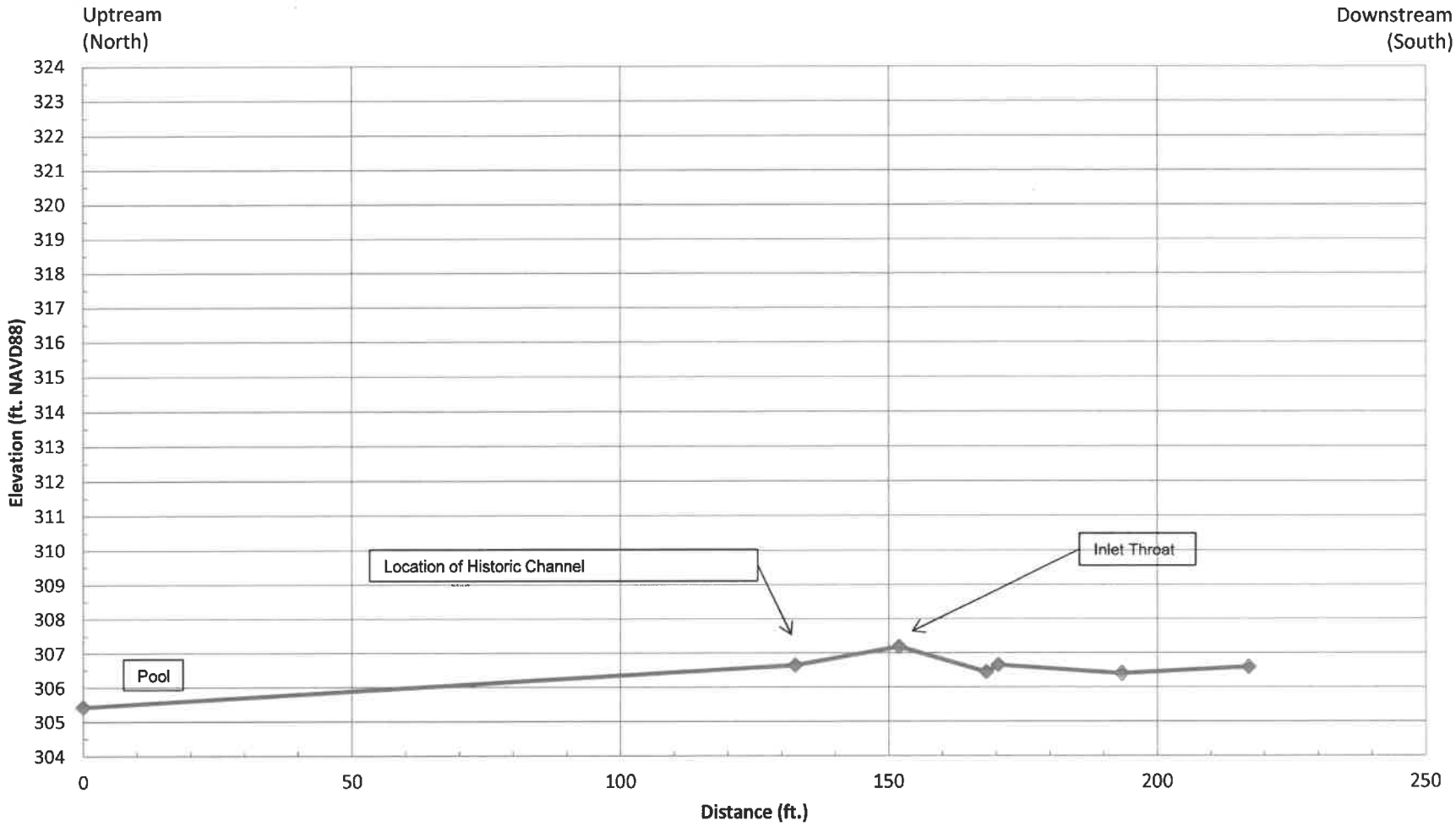
Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 5 . **Cross-section 1, Lake Inlet inline with levee**
Lake Silveira, Santa Clara County, California. Surveyed 2/28/12.

Horizontal and vertical scales do not match.



Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 6 . **Inlet Bed Long Profile, Lake Silveira, Santa Clara County, California. Surveyed 2/28/12.**

Horizontal and vertical scales do not match.

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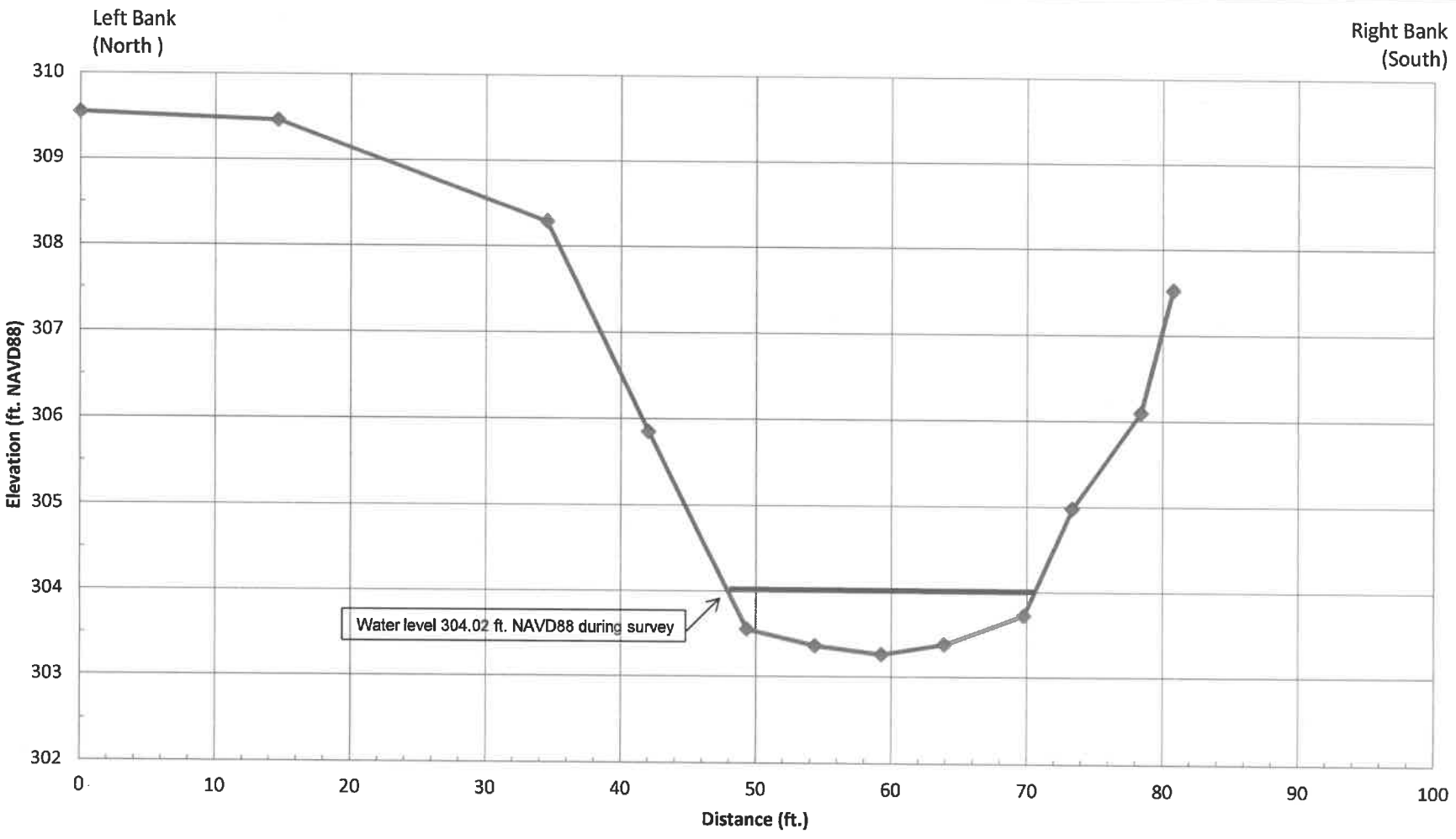
Page 76 of 184



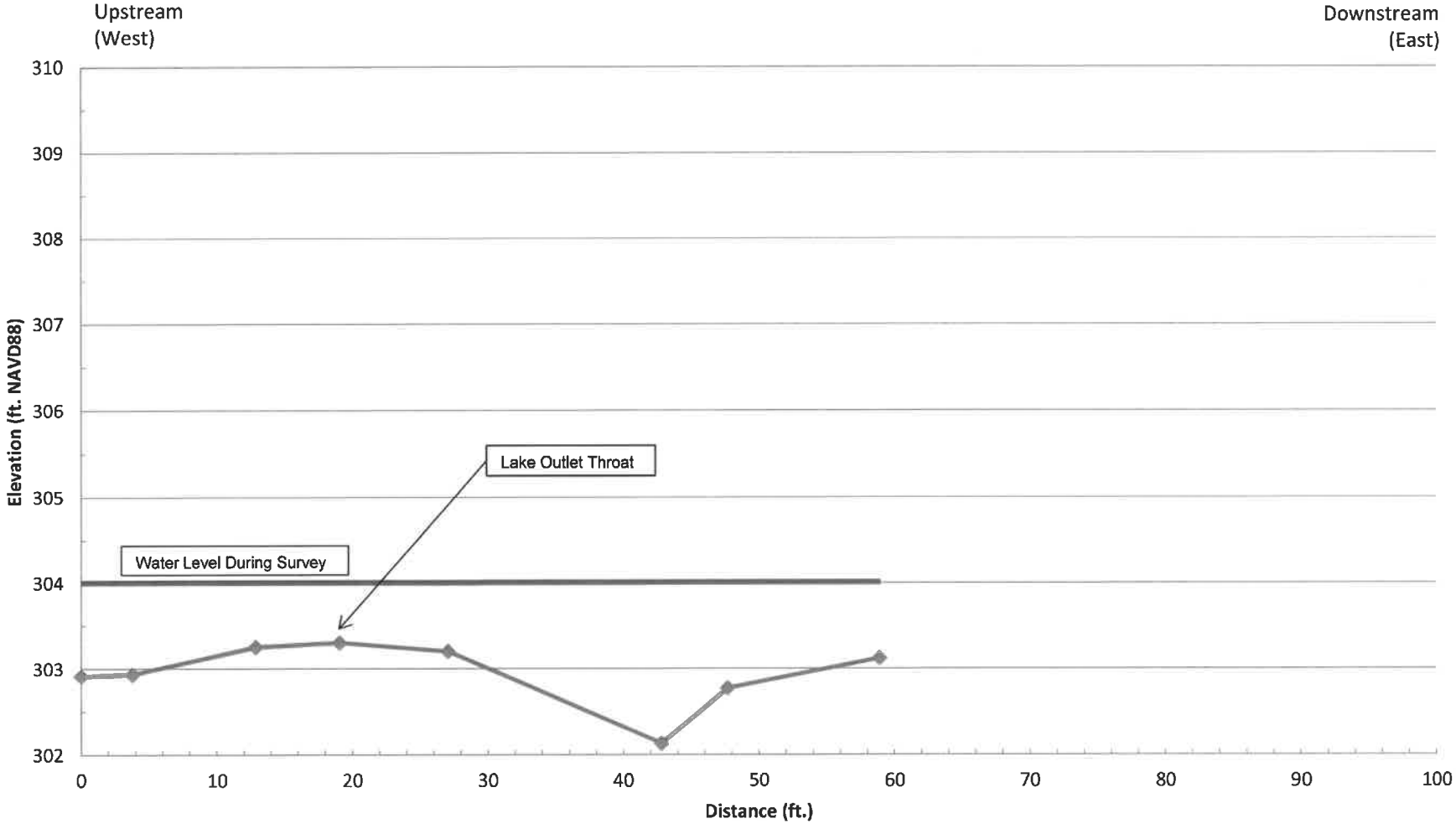
Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 7 . Cross-section 2, Lake Outlet, Lake Silveira, Santa Clara County, California. Surveyed 2/8/12.

Horizontal and vertical scales do not match.



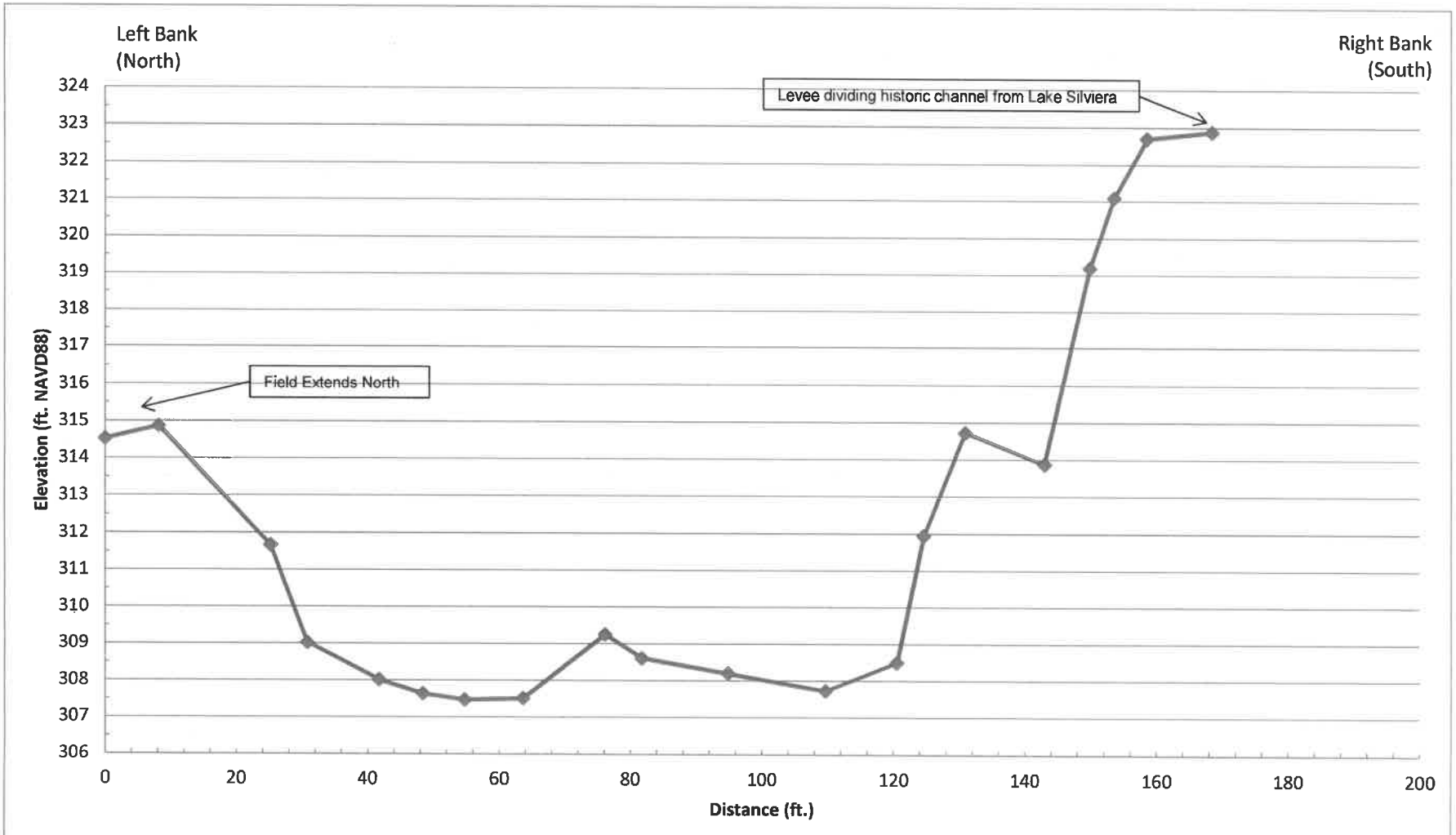
Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 8. Lake Outlet Thalweg Profile, Lake Silveira, Santa Clara County, California. Surveyed 2/8/12.

Horizontal and vertical scales do not match.



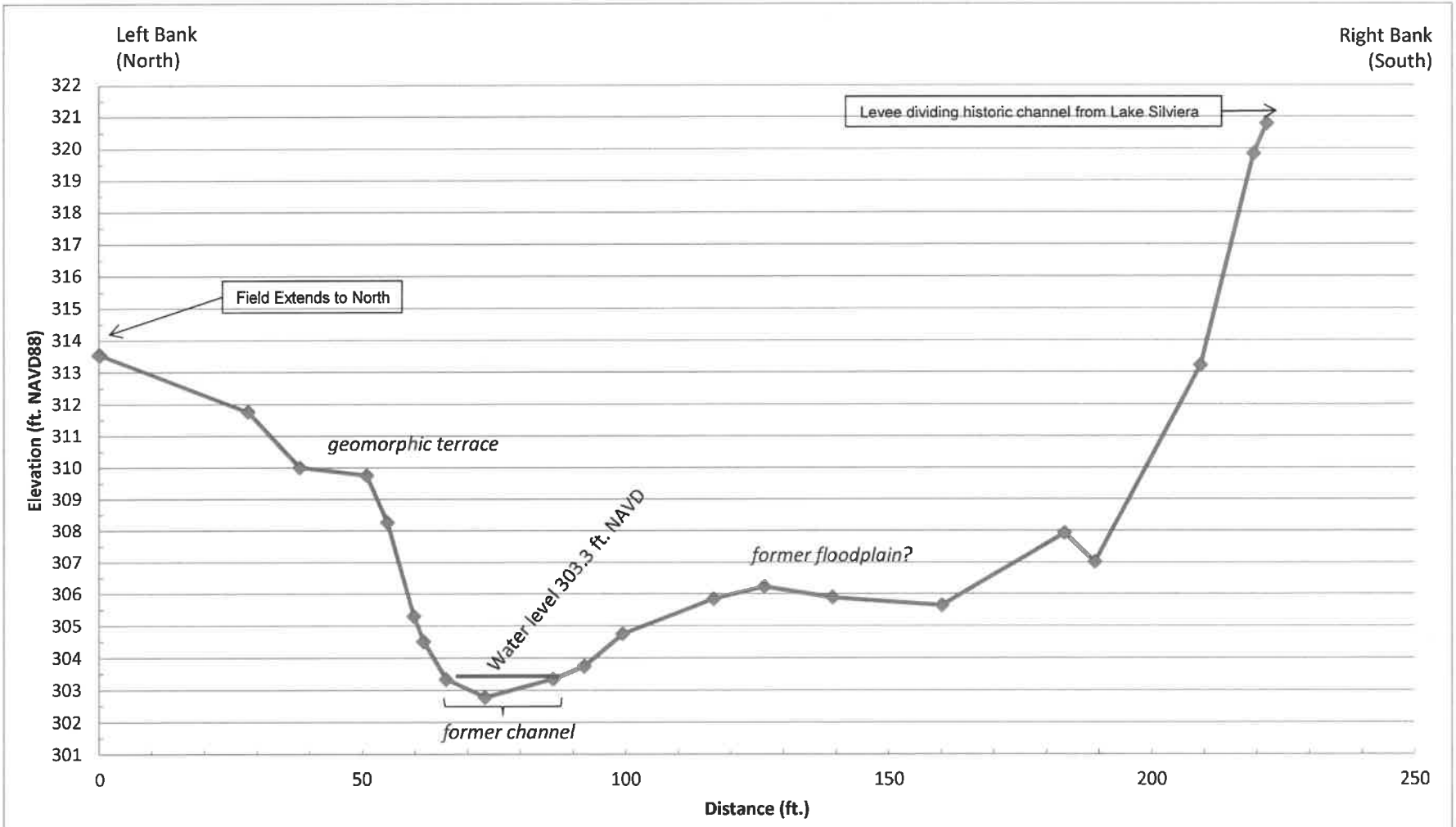
Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 9. Cross-section 3, Historic Channel Just Downstream of Inlet, Lake Silveira, Santa Clara County, California. Surveyed 2/28/12.

Horizontal and vertical scales do not match.



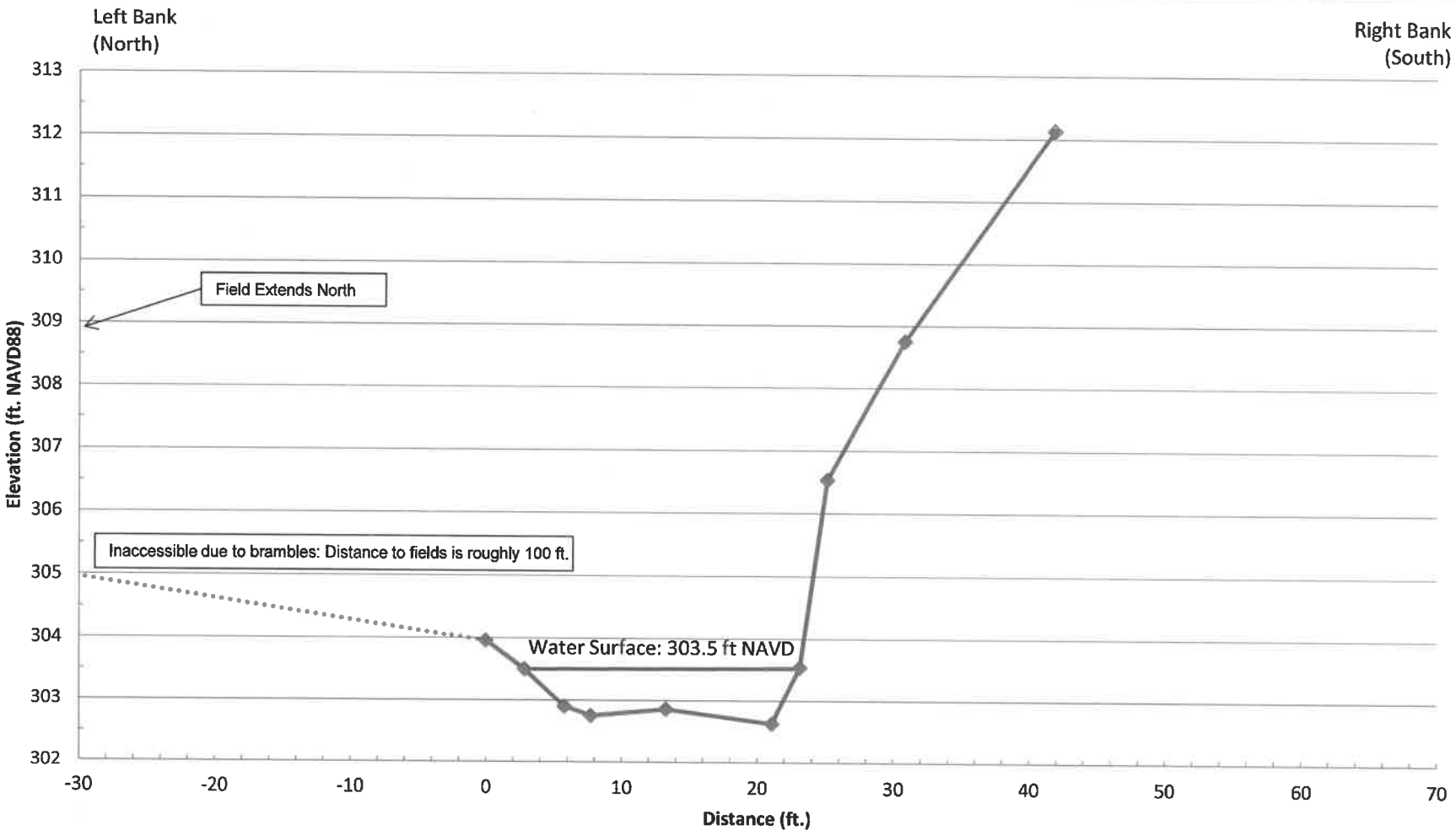
Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 10. **Cross-section 4, Historic Llagas Creek Channel Midway Between Inlet and Outlet, Lake Silveira, Santa Clara County, California. Surveyed 2/28/12.**

Horizontal and vertical scales do not match.



Source: Balance Survey Control Provided by SCVWD

Balance Hydrologics, Inc.

211062TotalstationMaster.xlsx

Figure 11. **Cross-section 5, Llagas Creek Channel Downstream of Outlet, Lake Silveira, Santa Clara County, California. Surveyed 2/28/12.**

Horizontal and vertical scales do not match.

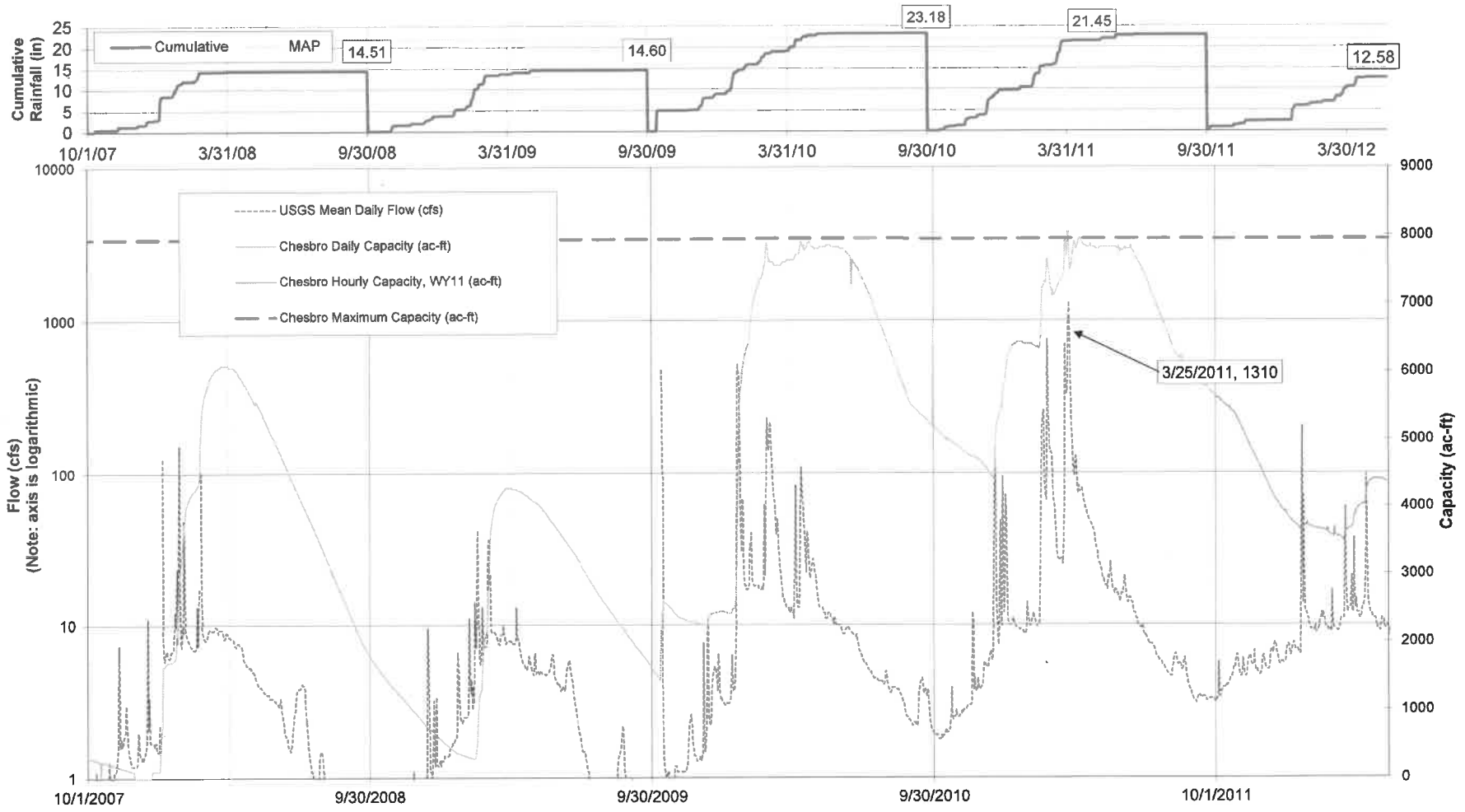


Figure 12. Antecedent conditions (rainfall, streamflow, and reservoir capacity) in the Llagas Creek watershed, Santa Clara County, California. Mean daily streamflow from the USGS station near Gilroy, Chesbro Reservoir capacity, and daily total rainfall from the Morgan Hill station are plotted. The highest mean daily flow on record (starting November 2002) at the USGS station was recorded on 3/25/11. Mean annual precipitation (MAP) for the Morgan Hill station is 21.68 inches (Saah and Nahn, 1988). The annual total rainfall is labeled in inches.

Balance Hydrologics, Inc.

209164 Antecedent Work DF.xls Antecedent Conditions (2)

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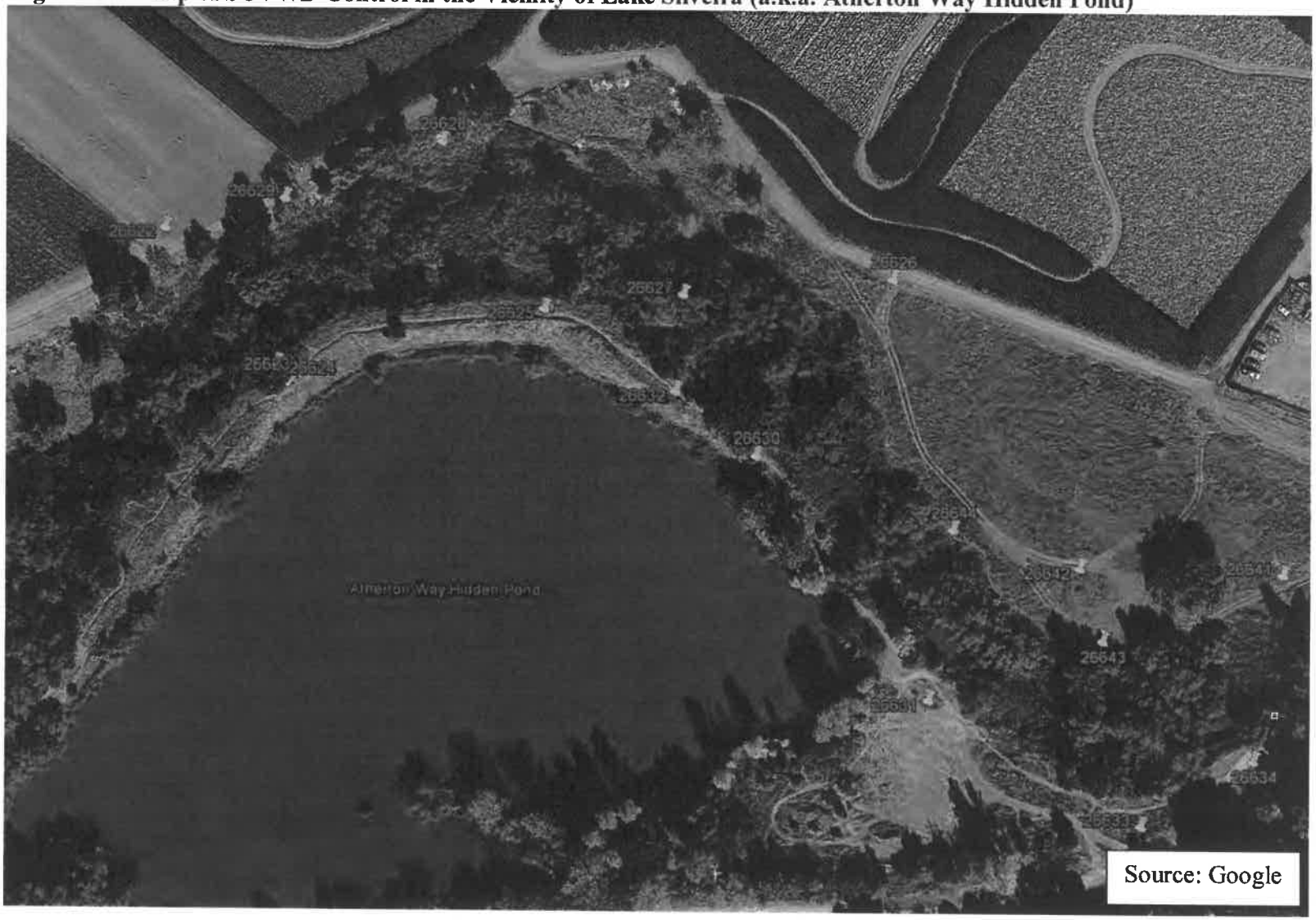

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APPENDICES

APPENDIX A: TEXT DESCRIBING CONDITIONS AT LAKE SILVEIRA AND MITIGATION RECOMMENDATIONS, FROM THE FISH AND WILDLIFE COORDINATION ACT REPORT (CAR)

Llagas Reach 6- Stream Restoration :-Ind Silveira Lake Modification Option. While substantially adhering to the specific design criteria and specifications, as provided in Appendix DDS of the attached HEP report,

31. Restore, as prescribed, at least 1,980 lf (net restoration 1,380 lf) of currently de-watered Llagas Creek streambed adjacent to Silveira Lake, while negatively impacting 600 lf or less of existing watered (perennial) streambed;
32. As prescribed, fill in portions of Silveira Lake with [borrow] extracted during the Reach 7 bypass channel construction and plant emergent species to create an emergent wetland mosaic with 3.5 acres of cattails and bulrushes and 4.5 acres of associated shallow, open water;
33. Enhance this emergent wetlands mosaic (#32) as prescribed with at least 25 pieces of LWD;
34. Use this restoration/enhancement feature as a major mitigation and conservation element of the proposed Flood Control Project;

"Thus, nearly all compensation would have to occur off-site, using a plan that has yet to be developed.
However, restoration of a portion of upper Llagas Creek in the vicinity of Silveira Lake, is a candidate mitigation option that is evaluated later herein using HEP. The Silveira Lake mitigation option could potentially restore several hundred feet of L1agas Creek de-watered and abandoned when Silveira Lake was created several decades ago.

Reach 6 - Llagas Creek (and Silveira Lake) Restoration Option for Mitigation. The Corps, SCVWD, and Service have discussed the possibility (contingent upon landowner acceptance and cooperation) that about 1,930 lf of Llagas Creek in the vicinity of Silveira Lake which has been de-watered for several decades could potentially be restored to provide mitigation value to offset other adverse impacts of the proposed FCP along Llagas Creek. In addition, in conj unction with this action, the lake itself could be converted to emergent marsh habitat, resulting in significantly higher habitat values than exist now. Such a conversion of the lake could potentially benefit and other federally-listed species such as the California red legged frog.

General Description and Existing Conditions.-Silveira Lake is an 8-acre lake located on Llagas Creek, within the 50-acre Silveira Park, which is in the southerly part of Morgan Hill between Santa Teresa Boulevard and Monterey Road. The lake has a relatively uniform depth of 8·12 feel (Amphion Environmental 1989) and relatively little nearshore aquatic emergent vegetation . (p. 184)

Silveira Lake was created by unknown parties prior to 1989, when Llagas Creek was diverted into a nearby abandoned gravel-extraction pit. In creating the Lake in the gravel pit, approximately 1,980 lf (An estimate provided 11/04/02 to the Service by Bill Smith, SCVWD;

Amphion Environmental *[Amphion Environmental.* 1989. *Silveira Park, Morgan Hill, California master plan report. Unpublished Report prepared for Department of Parks and Recreation, City of Morgan Hill, California by Amphion Environmental, Inc:, Oakland, California. 40 pp.]* previously estimated the length as 1,000 lf) of Llagas Creek was dewatered and abandoned. Nevertheless, this dewatered section of creek has developed dense PFO cover. Beneath the dense PFO overstory layers of trees and shrubs, a dense understory of Himalaya blackberry now envelops the original, but now dewatered streambed. Occasionally, when irrigation runoff from nearby fields occurs, up to about 20 percent of the abandoned streambed length has either intermittent flow or at least moist surface-soil conditions. In addition, according to Amphion Environmental (1989), the entire original streambed still flows occasionally during high-runoff events. Such intermittent watering of the abandoned streambed has created a flourishing PFO corridor with high existing habitat values, despite the earlier creek diversion. Abandoning the present flow of Llagas Creek through Silveira Lake and redirecting it back down the original streambed could potentially be a very significant restoration action. This option is the subject of the preliminary environmental analysis (and HEP accounting) presented here. Such an option is preliminary and conceptual at this time, and it has not yet garnered the support of the landowner. (p184)

(p185)

Associated Lake Enhancement Scenario.-During the streambed restoration, the existing direct flow from the creek into the lake would be permanently cut off. The only direct connection from the stream to the lake that would remain would be at the downstream end of the lake, where a back- flow, slough-like connection would be provided from the stream to the rake. This connection would carry flow into the lake primarily during high-flow events.

In addition, borrow extracted during construction of the new bypass channel just upstream of the lake (about 150,000 yds1 would be available) would be used to fill in portions of the lake to provide water depths (generally 1-2 feel) suitable for PEM creation. 1t is assumed that about 3.5 acres of PEM would be created, by planting cattail and bulrush "plugs" after the suitable water depths had been established with the PEM creation would be done in a mosaic pattern around the lake's edges, with all PEM occurrences at least 50 feet in width. About 4.5 acres of deeper water, where PEM would be unable to colonize naturally, would remain to provide important habitat diversity as well as increased "edge effect." It is assumed that by planting the PEM emergent plant species (versus waiting for natural colonization), the PEM could be fully established in 3 years. In addition, as a means of increasing habitat values for California red legged frogs, and other amphibians and reptiles, at least 25 large rootwads (criteria the same as for the LWD prescribed above for other FCP reaches) would be scattered throughout the modified lake and attached to the bottom.

Assumed Benefits of the Stream Restoration/Lake Modifications.-The combined stream Restoration/lake modifications should provide very significant thermal benefits for steelhead rearing and migration. Under typical recent streamflow conditions of 3-4 cubic feet/second, it is estimated that the Lake's full-water-exchange rate (assuming about 80 acre-feet in the lake)

averages roughly 10 to 20 days. Given this rate, the Service's best professional judgment is that under the most adverse (i.e., longest summer days with the highest ambient air temperatures) of summer conditions, streamflow moving through the lake warms by at least 3-5° F. Furthermore, our best professional judgment is that by directing the streamflow instead down the restored, highly shaded streambed for 1,000 lf, maximum warming would not exceed 0.5° F under the most adverse of summer conditions and flows. Therefore, the thermal benef1ts of such a restoration action would be considerable and could extend downstream a considerable distance, depending on conditions.

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CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
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
https://www.valleywater.org/Construction

June 18, 2019

ADDENDUM NO. 3
TO CONTRACT DOCUMENTS FOR THE
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1
Project No. 26174052 Contract No. C0645

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

BID DOCUMENTS

TITLE PAGE

REPLACE the text that reads "Bid Opening: June 26, 2019" with the following:
"Bid Opening: July 2, 2019"

NOTICE TO BIDDERS

REPLACE Article 1 Notice, in its entirety with:

"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 **Tuesday, July 2, 2019**, for furnishing all material and performing all work necessary for construction of Phase 1 of the Upper Llagas Creek Flood Protection Project, City of Morgan Hill, City of Gilroy, and unincorporated areas of Santa Clara County, including San Martin, CA."

GENERAL QUESTIONS AND RESPONSES

Question 1. [Bidder] would like to get permission to dig test holes with a rubber tire backhoe.

Response 1. Bidders may perform test holes to collect soil samples on Santa Clara Valley Water District property. Bidders are required to obtain a permit from the Santa Clara Valley Water District's Community Projects Review

Unit. Please see the attached permit application and Certificate of Insurance requirements. Upon receipt of a complete application, bidders should expect two working days for issuance of the permit. Contractors may not operate any equipment or perform any work within the Upper Llagas Creek channel. All sampling shall take place beyond the California Department of Fish and Wildlife jurisdictional edge of riparian as shown in the attached maps.

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

Date: 6/18/19

Christopher Hakes, P.E.
Deputy Operating Officer
Dam Safety and Capital Project Delivery

Enclosures: Encroachment Permit Application
SCVWD Insurance Requirements
CDFW Project Riparian Maps

Encroachment Permit Application

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Santa Clara Valley Water District
Community Projects Review Unit
5750 Almaden Expressway
San Jose, CA 95118-3866
Tel: 408-630-2650
Fax: 408-979-5635

Encroachment Permit Application/Request for Real Estate Services

Date: _____

Applicant (Party to whom the permit, if granted, will be issued):

Name: _____ Company Name: _____

Address: _____ City: _____ Zip: _____

Contact Phone No. 1): (___) _____ 2): (___) _____ Email: _____

Agent (Specify "same" if Agent is the Applicant. All correspondence will be sent to Agent unless otherwise specified):

Name: _____ Company Name: _____

Address: _____ City: _____ Zip: _____

Contact Phone No. 1): (___) _____ 2): (___) _____ Email: _____

Project/Work Location Information:

Address: _____ City: _____ Nearest Cross Street: _____

APN: _____ Anticipated Start Date: _____ End Date: _____

Valley Water Facility (if known): _____

▶This request is for (check all that apply):

☐ Soil Boring/Well	☐ Fence Installation/Repair	☐ Landscaping	☐ Temporary Access-vehicular
☐ Adopt-A-Creek	☐ Tree Removal/Trimming	☐ Trail	☐ Temporary Access-pedestrian only
☐ Utility Installation	☐ Outfall Construction/Repair	☐ Erosion Repair	☐ Other—describe below
☐ Grading	☐ Bridge Construction/Repair		☐ Real Estate Services—describe below

Description of Project or Activity (add additional sheets as necessary):

_____

_____

_____

_____

▶Are other County/City approvals or permits required? ☐ Yes ☐ No

If Yes, identify agency, approval or permit required, and contact person.

_____

_____

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Complete Application Package: A complete encroachment permit application package comprises of the completion of this Encroachment Permit Application along with the submission of all the information, drawings, reports, and other documents required by Valley Water (which includes the documents specified in the attached Encroachment Permit Application Requirements). As an Applicant, you must show that the proposed work will not adversely impact Valley Water's interests, including without limitation, the hydraulics, hydrology, structural integrity, maintenance, and property rights of Valley Water's right-of-way. To the extent you seek a Valley Water encroachment permit on an area where Valley Water only has an easement right, you must submit with this application the underlying fee owner's written permission authorizing you to carry out your project on Valley Water's easement area.

Real Estate Services: Transfers of land rights from Valley Water, including granting fee title ownership, easements, quitclaims, or exchanges, are subject to the limitations of Valley Water's legal authority and approval by Valley Water's Board of Directors.

Except in the case of proposed real property dedications to Valley Water, requestors will be charged for staff costs and for the following: appraisal costs, real property value, due diligence hazardous substance liability assessment (HSLA) costs, CEQA costs, cost of staff time and other applicable costs.

For staff to consider requests to transfer land rights ***from Valley Water to other parties,*** a variety of information is required, including:

- A current title report.
- Plat and legal description prepared by a licensed land surveyor.
- Phase 1 due diligence report, if available, or Phase II and satisfactory evidence of remediation.
- Environmental documents for project, if applicable.

Payment of Fees: The application fee submitted with this application is only the fee for filing this application. The application fee does not include additional fees that you may be required to pay pursuant to the Standard Rate Schedule then in effect (i.e., Valley Water's current Standard Rate Schedule is attached to this application). Progress billings, if any, will be provided to you during Valley Water's review and processing of your application. By submitting this application, you agree to pay all amounts charged for the review and processing of this application and any subsequent modifications, within 30 days of the billing date. Failure to make such payments will result in Valley Water not taking any further action on processing your application until such payments are received. Valley Water's denial of issuing you an encroachment permit or completing a transfer of land rights does not relieve you of the payment of any accrued and unpaid billings for the Valley Water's review or processing of this application.

Duly Authorized Agent: _____ (initial if applicable) The Agent identified on this application is duly authorized to act on my behalf in all matters pertaining to the Water Resources Protection Ordinance encroachment permit process.

Applicant Signature: _____

Applicant Name: _____

Date: _____

Santa Clara Valley Water District
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Project Assessment for an Encroachment Permit

Valley Water, at their sole discretion may issue you an encroachment permit if your project or activity meets the criteria defined in Santa Clara Valley Water District Water Resources Protection Ordinance. This ordinance requires that certain findings be made, based on substantial evidence provided in response to the following questions. To aid us in evaluating your project relative to these criteria, please respond, and explain as appropriate, to the following questions. Valley Water staff will review these responses and make independent findings based on the plans and other information provided for the project. Submit your responses with your encroachment permit application.

1. Does the proposed project or activity conform to Valley Water's Water Resources Protection Manual? Describe any variations or exceptions. A copy of Valley Water's Water Resources Protection Manual is available at Valley Water offices or on-line at www.valleywater.org.
   ☐ No ☐ Yes
2. Will the proposed project or activity impede, restrict, retard or change the direction of the flow of water in a stream?
   ☐ No ☐ Yes
3. Will the proposed project or activity catch or collect debris carried by such water?
   ☐ No ☐ Yes
4. Is the proposed project or activity located where the natural flow of storm and flood waters will damage or carry any structure or part thereof downstream?
   ☐ No ☐ Yes
5. Will the proposed project or activity damage, weaken, erode or cause siltation or reduce the effectiveness of the banks to withhold storm and flood waters?
   ☐ No ☐ Yes
6. Will the proposed project be constructed to resist erosion and siltation?
   ☐ No ☐ Yes
7. How will the proposed project or activity be constructed or managed to resist the entry of pollutants and contaminants into the stream?

   _____

8. Will the proposed project or activity interfere with maintenance of the facility?
   ☐ No ☐ Yes
9. Will the proposed project or activity interfere with any existing structures placed or erected for flood protection, water conservation or distribution?
   ☐ No ☐ Yes

In addition to the above information, the following questions will be addressed by Valley Water staff and considered in making a determination for the issuance of the requested encroachment permit. Please provide any information relative to these questions that you believe will be helpful to staff in making findings.

10. Does the proposed project or activity meet the purpose and intent of the District Act? (How does the proposed project benefit stream stewardship, flood protection or water supply?)

    _____

11. Is the issuance of the Encroachment Permit in the public interest? (Why should this activity of modification be allowed on Valley Water right of way?)

    _____

12. Will the issuance of the Encroachment Permit result in conflict with or detriment to an existing or planned Valley Water facility?

    _____

Santa Clara Valley Water District
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Encroachment Permit Application Requirements

The following information and documents must be submitted to process your application for an encroachment permit on Santa Clara Valley Water District ("Valley Water") right-of-way pursuant to Valley Water's Water Resources Protection Ordinance and Water Resources Protection Manual ("Water Resources Protection Ordinance").

Questions about Valley Water's application of its Water Resources Protection Ordinance may be referred to Valley Water's Community Projects Review Unit staff at any time. However, you as an applicant ("Applicant") may seek from Valley Water a formal interpretation of any provision of the Water Resources Protection Ordinance. Such a formal request must be made in writing to Valley Water's Chief Executive Officer.

- **Pre-Application**: A pre-application submittal (no filing fee required) to assess the feasibility of a proposal will be accepted; however the scope of Valley Water's response may be limited.

- **Application Package**: A complete application package requires this Encroachment Permit Application (WF75189) and two (2) sets of plans. (If submitted electronically, only one copy is needed) The project package may be submitted by fax, mail, e-mail (CPRU@valleywater.org) or hand delivered to our office located at the letterhead address. ***All hard copy mail delivery other than through the U.S. Postal Service (i.e., FedEx or other express mail service) must be addressed to Santa Clara Valley Water District, 5905 Winfield Avenue, San Jose, CA 95123.***
  Engineering plans and calculations, stamped and signed by a California registered engineer or architect are required for engineered or complex work. The submittal of progress prints is encouraged, however a Valley Water encroachment permit will not be issued until stamped and signed construction drawings are received and all other requirements are satisfied. Valley Water as-built or record drawings are available for some facilities. Where available, a copy of such drawings must be obtained from Valley Water and be clearly marked to show the proposed work to be done by Applicant under the Valley Water encroachment permit sought by Applicant. Applicant must include such marked up drawings in the application package submitted to the District.

- **Project Assessment**: Provide all the information required on the Project Assessment Sheet (WF75189).

- **Fees**: An initial filing fee of $250 must be accompanied with your application package. Additional fees may also be required. Please refer to the Valley Water Standard Rate Schedule then in effect for a list of additional required charges.

- **CEQA**: Issuance of a Valley Water encroachment permit is subject to the requirements of the California Environmental Quality Act ("CEQA"). If your project is approved (or will be approved) by another public entity as the lead agency, that public entity's environmental assessment must include the activities Applicant seeks to carry out under a Valley Water encroachment permit. A copy of the document, prepared by the lead agency for the project, must be provided. Valley Water, as a Responsible Agency, will not issue a Valley Water encroachment permit until it completes the appropriate CEQA document for the proposed project. If the environmental documentation was not completed by another public agency or does not sufficiently cover the use of Valley Water right-of-way, an additional environmental assessment may be needed. All applications for an environmental assessment must be accompanied by the applicable amount identified in Valley Water's Standard Rate Schedule then in effect.

- **National Pollutant Discharge Elimination System ("NPDES")**: NPDES permit requirements must be met for discharges entering Valley Water's right-of-way. Project proponents must follow their local jurisdiction's requirements. Project plans should show how water quality pollution prevention measures have been included in the project.

- **Other Permits**: You must provide all other permits required to carry out the activities on the District's right-of-way, including without limitation, any permits required by the State Department of Fish and Game, U.S. Army Corps of Engineers, and the Regional Water Quality Control Board. If no other permits are required, Applicant must provide Valley Water with written certification that no other permits are lawfully required.

Valley Water

Santa Clara Valley Water District
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- **Federal Agency Review**: Additional review time is required for any Applicant proposed project or activity on Valley Water right-of-ways located in the areas listed below to enable Valley Water to refer such proposed project or activity to the federal agencies that sponsored or constructed improvements located at those locations.

  Locations Containing Improvements Sponsored or Constructed by Federal Agencies:

  - Guadalupe River from Alviso to Highway 280
  - Coyote Creek from San Francisco Bay to Montague Expressway
  - Uvas Creek from south of Thomas Road to Santa Teresa Boulevard
  - Llagas Creek, Morey and North Morey Channels, West Branch and West Little Llagas Creek, Lions Creek
  - Santa Clara Conduit and Pacheco Conduit

- **Other Property Owner Permission**: Property lines must be accurately shown on your drawings. Permission must be obtained from all owners or entities that have property rights in the work areas, including all routes of access to and from your work site.

- **Technical Information**: All information of a technical or engineering nature that may be necessary or required for the proper accomplishment of the proposed project including soil investigations, slope and/or stream stability analyses must be provided to Valley Water. This information will be prepared and/or obtained by the Applicant at his/her own expense.

- **Alteration of Watercourses**: Applicants proposing alterations to, or bank repairs in, the watercourses must show that such work will not adversely affect the hydraulic capacity and bank stability of the watercourse and may be required to provide engineering calculations. A hydraulic analysis is required for bridge or culvert crossings and for channel modifications. The analysis must be provided using HEC-RAS or HECII. The use of this software may be waived for certain circumstances as solely determined by Valley Water.

- **Photo Documentation**: If granted a Valley Water encroachment permit, you must photograph the Valley Water right-of-way covered by such encroachment permit in a manner that fully documents such right-of-way prior to the commencement of any work. Photos should, at a minimum, show existing vegetation, fencing, and the ground surface condition in the area of the proposed work.

- **Imported Fill**: If Applicant proposes bringing fill or imported materials onto the Valley Water right-of-way, Applicant must ensure such fill and/or imported materials do not contain any hazardous materials and must certify this as such by completing an Import Borrow Certificate (WF75117).

- **Dewatering**: All dewatering or water diversion plans will be submitted for review and shall be approved by the agencies referred to above.

- **Biological Assessment**: A biological assessment and survey is required for work within sensitive habitat areas. Such biological assessments must be provided to the Valley Water.

- **Insurance**: A certificate of insurance and additional insured endorsement acceptable to Valley Water must be provided prior to issuance of a Valley Water encroachment permit. Valley Water, its directors, officers, agents, employees, and volunteers must be named as additional insureds in the general, automobile liability, and worker's compensation insurance policies. Valley Water and the other foregoing individuals must remain as additional insureds until the later of: (i) the expiration for the Valley Water encroachment permit; or (ii) the completion of all of Applicant's activities on the Valley Water right-of-way. Specific requirements are shown on the Insurance Requirements information sheet (WF75113).

- **As Builts**: As-built drawings will be required following completion of work for projects that modify Valley Water facilities, as solely determined by Valley Water. If requested by Valley Water, Applicant will provide Valley Water with electronic files of those drawings.

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- **Review Time:** Review times will vary depending on the complexity of the project and available Valley Water staff resources. Fence cost sharing, adopt-a creek, and access permits will typically be processed within 2 weeks. Please allow at least 4 weeks for review of all other permit requests. If the application is incomplete, Valley Water staff, as it deems necessary, will notify the Applicant to obtain information Valley Water believes is necessary to process your application.

Plans must include the following:

- A site map of the parcel on which the proposed work will be located.
- The location of the proposed work or structures in reference to property lines.
- Complete and detailed dimensions of the proposed work, structures or facilities.
- A legend, north arrow, bar scale and drawing scale.
- Indicate, label and dimension existing and proposed Valley Water rights of way.
- Show existing and proposed utilities.
- Show existing topography and features adjacent to and within the area of proposed work. A separate permit for access to Valley Water property to perform survey work may be needed.
- Show plan, profile and cross sections as appropriate for the project and how the proposed work relates to Valley Water right of way.
- The benchmark used for the project. If an assumed benchmark is used, provide a tie and conversion to NGVD or NAVD.

General notes on plan set must include:

- Contractor must obtain a Valley Water encroachment permit prior to start of construction within Valley Water right of way and maintain a copy of the permit on the project site at all times.
- Notify Valley Water's inspector at least 2 days prior to beginning any work within Valley Water's right of way.
- Any damage to Valley Water's structures, equipment, materials, vegetation, and or property shall be replaced and or repaired in kind to the satisfaction of Valley Water.
- Underground Service Alert must be notified a minimum of 2 days prior to scheduled start of construction at 1-800-227-2600 or by calling "811."
- A listing of all relevant parties associated with the project, including names and contact information.

Santa Clara Valley Water District
Community Projects Review Unit
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STANDARD RATE SCHEDULE

Santa Clara Valley Water District Water Resource Protection Ordinance requires that applications for an encroachment permit be accompanied by a filing fee in an amount established by the Board of Directors. **The filing fee for an encroachment permit shall be $250**. Permit filing fees are non-refundable. Actual costs are based on billing rates for staff services. Payment may be in the form of cash, check, credit card, money order, or cashier's check.

Exceptions:

Fees are not required for:

- Preliminary assessments to determine if a permit is required.
- Adopt-a-Creek permits.
- Fence cost sharing permits.
- Temporary pedestrian access for environmental studies, sampling, surveying, and organized events.
- Activities covered by agreements with other agencies where there is already an exchange of benefits such as public access for recreational purposes allowed through joint use agreements.

Temporary Vehicular Access:

$250 Inclusive of filing fee

Insurance requirements must be met and a deposit may be needed. Additional amounts will be assessed if follow up inspection is required.

Construction Permits for Temporary Uses:

$250 Inclusive of filing fee

Temporary uses that involve construction include minor grading, construction support activities, exploratory borings, and monitoring wells. A summary of charges against the permit application in excess of 2 hours will be due and payable at the time of permit issuance. Reimbursement for staff costs for environmental review, inspection charge and key deposit will be assessed and due prior to issuance of a permit. Standard rates for the use of District property are shown below based on size of area used and duration of use. **Durations longer** than 1 year and use of property greater than 1000 sq ft will be subject to a license at fair market value.

- Duration up to 3 months—$600
- Durations longer than 3 months up to 1 year—$1000
- Monitoring wells on Valley Water property—$1000 with $100 annual renewal

Construction Permits for Permanent Uses:

$1000 Inclusive of filing fee plus reimbursement of actual review costs.

Permanent uses include utilities, telecommunications, outfalls, bridges, and major modifications, including flood protection channel construction or construction affecting Valley Water pipelines. Land rights must be acquired in advance of construction for major encroachments on to Valley Water property. A summary of charges against the permit application along with a request for any additional deposit will be made as the deposit is used. All applicable mounts are due and must be paid in full at the time of permit issuance. Applicant will be charged for any additional staff time spent on the project during construction.

Santa Clara Valley Water District
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Environmental Review:

$300 initial deposit plus actual costs associated with preparation of documents and County Recorder's filing fee.

Inspection:

$125 per trip: A minimum of one inspection will be charged per permit. The number of trips for major construction is determined on a case-by-case basis.

Key Deposit:

$50 (refundable)

Permit Extensions or Name Changes:

$100

Permit Amendments:

$100 Requests for changes or additions to permit purpose or conditions.

Appeals:

$100

Land Rights Transfers:

$2500 initial deposit plus actual costs Actual costs are based on billing rates for staff services. Estimates for other components are noted below, actual costs may be greater.

Appraisals: $2500 to $10,000.
Hazardous Substance Liability Assessment (HSLA): $5000.
Title report, if required: $450 to $700 depending on complexity.
Escrow fees: $450 depending on amount of transaction.
Title insurance, if required: actual cost.
Recording fees: actual cost, see County Recorder's Office fee schedule.

Licenses:

- Telecommunications—per rate schedule adopted May 25, 2010.
- Durations less than 1 year—see rates listed under Construction Permits for Temporary Uses.
- Durations longer than 1 year and use of property greater than 1000 sq ft will be subject to a license at fair market value.

SCVWD Insurance Requirements

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Valley Water

Community Projects Review Unit
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-2650 • Fax: (408) 979-5636

To:

Re: **Insurance Requirements to Obtain a Santa Clara Valley Water District (Valley Water) Permit for Work on Valley Water Fee Title Right of Way or Easement**

Please refer to the insurance requirements listed below. Those which have an "X" indicated in the space before the requirement apply to your permit (ignore any not checked). It is suggested that you provide your insurance broker(s)/agent(s) with a copy of these requirements and request that they provide **Certificates of Insurance** complete with copies of all required endorsements. Issuance of your permit cannot proceed without these documents. **Forward documents to the undersigned at** cpru@valleywater.org

☐ **Commercial General/Business Liability or Homeowners/Renters Liability Insurance** with coverage as indicated:

☐ $1,000,000 per occurrence / $2,000,000 aggregate limits for bodily injury and property damage

☐ $ per occurrence bodily injury / $ per occurrence property damage

☐ $ aggregate for bodily injury and property damage

☐ Coverage for X, C, U hazards **MUST** be evidenced on the Certificate of Insurance

☐ **Auto Liability Insurance** with coverage as indicated:

☐ $1,000,000 combined single limit for bodily injury and property damage

☐ $ per person / $ per accident for bodily injury

☐ $ per occurrence for property damage

☐ **Professional / Errors and Omissions Liability** with coverage as indicated:

☐ $1,000,000 per loss / aggregate with no known impairment of limits

☐ $ per loss / $ aggregate with no impairments of limits

☐ **Workers' Compensation Insurance**

☐ **Additional Insured Endorsement(s)** for Commercial General /Business/Homeowners Liability coverage naming as indicated:

"Santa Clara Valley Water District, its Directors, officers, agents, employees, and volunteers"

- **NOTE-1**: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement, for example use Form CG 20 26 07 04 (see Page 2) or Form CG 20 12 04 13 (see Page 3).
- **NOTE-2**: Endorsements that only cover work done for or on behalf of the name additional insured are **NOT** acceptable.

☐ **Cancellation Language**

☐ The Certificate of Insurance MUST provide 30 days notice of cancellation, except 10 days notice for non-payment of premium.

☐ Cross out or delete from the standard cancellation clause: "...endeavor to...." AND "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

☐ All subcontractors used must comply with the above requirements except as noted:

☐ **Please reference "CPRU File No. " on insurance form. For expedient processing forward via email to** cpru@valleywater.org **to the attention of the undersigned.**

With respect to all coverages noted above, the following additional requirements apply:

- Permittee's insurance shall be primary with respect to any other insurance which may be carried by Valley Water.
- The insurance procured by Permittee for the benefit of Valley Water shall not be deemed to release or limit any liability of Permittee. Damages recoverable by Valley Water for any liability of Permittee shall, in any event, not be limited by the amount of the required insurance coverage.
- To the extent permitted by its respective policies of insurance, Permittee hereby waives any right or recovery against Valley Water for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this permit.

If you have any questions, please call me at (408) 630-_____. If your insurance broker has any questions, please advise him/her to call Valley Water's Risk Management Administrator Mr. David Cahen at (408) 630-2213.

Signed,

Community Projects Review Unit

SAMPLE ENDORSEMENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Santa Clara Valley Water District, its Directors, Officers, Agents, Employees, and Volunteers 5750 Almaden Expressway San Jose, CA 95118
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAMPLE ENDORSEMENT #2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Any state or political subdivision that issues a permit or authorization to the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:
   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CDFW Project Riparian Maps

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Santa Clara Valley Water District
Appendix E
Map 22
Right Bank
Left Bank
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
3,587
3,481
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900
Feet

Santa Clara Valley Water District
Appendix E
Map 23
Left Bank
Right Bank
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
1,623
1,714
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900
Feet
N

Santa Clara Valley Water District
Appendix E
Map 24
Right Bank
Left Bank
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
2,591
3,297
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900
Feet

Santa Clara Valley Water District
Appendix E
Map 25
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
2,947
2,937
Right Bank
Left Bank
Matchline
Matchline
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900
Feet

Santa Clara Valley Water District
Appendix E
Map 26
Columbia Ave
Right Bank
Left Bank
Matchline
Sycamore Ave
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
135
405
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900
Feet
N

Santa Clara Valley Water District
Appendix E
Map 36
Right Bank
Left Bank
Riparian Impacts
Right Bank (ft)
Left Bank (ft)
3,592
1,627
Legend
CDFW Delineation Boundary
Impacts to Riparian
0 150 300 600 900 Feet
N

CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
https://www.valleywater.org/Construction

June 21, 2019

ADDENDUM NO. 4
TO CONTRACT DOCUMENTS FOR THE
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1
Project No. 26174052 Contract No. C0645

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

BID DOCUMENTS

BID FORM NO. 1

REPLACE BID FORM NO.1 (Rev. 1) with:

BID FORM NO.1 (Rev. 2) - (ATTACHMENT 1)

INSTRUCTIONS TO BIDDERS

Paragraph 19. BID PROTEST

REPLACE Paragraph 19.A. with:

"A. Any Bid protest relating to the form or content of the Bid Documents must be submitted in writing to the Engineer as identified in the Special Provisions, Engineer, Article 13.01. The protest must be received before 5 p.m. three (3) business days in advance of the Bid opening. Any Bidder who fails to submit a protest before the Bid opening deadline will be deemed to have waived any protest to the form or content of the Bid Documents."

REPLACE Paragraph 19.B. with:

"B. Any Bid protest unrelated to Paragraph 19.A. must be submitted in writing to the Engineer identified in the Special Provisions, Engineer, Article 13.01. The protest must be received before 5 p.m. on the third business day following the Bid opening."

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL REQUIREMENTS

Section 17. Permits and Regulations

Article 17.03. Noise Monitoring

REPLACE the third to last Sentence of Article 17.03.01.G with:

"G. Noise monitoring shall be performed by Contractor using a Type 1 Sound Level Meter, as specified by the latest ANSI standards, measuring a dynamic range of 40-120 dB. Noise levels shall be A-weighted with a minimum sampling rate of 64 samples per second (Fast). Root Mean Square (RMS) sound pressure levels (SPLs) shall be expressed by the descriptors L (max) and Leq(h). Microphones shall be equipped with windscreens and shall be positioned as designated by the Engineer. Monitoring shall be performed for a duration of at least 60 minutes during each work operation. Additional spot readings shall be taken as directed by the Engineer to assure the noise level during work operations are within the allowable limits. ~~Noise monitoring equipment shall be calibrated before each work shift.~~ **Contractor shall use noise monitoring equipment with current calibration. Calibration shall be verified prior to each shift.** The noise monitor shall print data to a serial printer, providing immediate on-site results. The Contractor shall keep a copy of all documentation and submit one copy to the Engineer on a daily basis."

TECHNICAL REQUIREMENTS

Section 22. Preparatory Work

Article 22.07. Non-Native Plant Control

REPLACE Articles 22.07.06.A and 22.7.06.B with:

"A. Initial Himalayan blackberry control shall be field measured per 1/8 acre.

B. Initial Giant Reed control shall be field measured per 1/8 acre."

REPLACE Articles 22.07.07.A and 22.07.07.B. with:

"A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all Work involved in initial Himalayan blackberry control, including Himalayan blackberry above-grade biomass mowing and legal disposal, and other work as shown on Drawings, as detailed in these Specifications, and as directed by Engineer. Engineer will confirm completion of the initial Himalayan blackberry control. All costs shall be included in the **unit** price bid item **per 1/8 acre** for INITIAL HIMALAYAN BLACKBERRY CONTROL, Bid Item No. 22-10.

B. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all work involved in initial giant reed control, including above-grade biomass removal and legal disposal, root excavation, and other work as shown on Drawings, as detailed in these Specifications, and as directed by Engineer. Engineer will confirm completion of initial giant reed control. All costs shall be included in the **unit** price bid **per 1/8 acre** for INITIAL GIANT REED CONTROL, Bid Item No. 22-11."

Section 26. Site Utilities

Article 26.02. Storm Drains

REPLACE Article 26.02.01.07.B with:

"B. Full compensation for furnishing all labor, materials, testing, tools, equipment, inlets, Type 1 or Type 2 outlets, manholes, rock slope protection, protection of existing utilities, dust and erosion control, saw cutting of pavement, excavation, disposal of excess material, concrete collars, connecting to existing pipelines, bedding, backfill, compaction, pipe testing, surface restoration, pavement, striping and other pavement markings, sidewalks, curbs, gutters, valley gutters, CCTV inspection, and incidentals required to install the reinforced concrete pipe as shown on the Drawings and as specified in these Specifications shall be included in the unit price bid ~~each~~ **per linear feet** for 18-INCH RCP STORM DRAIN - NEW, Bid Item No. 26-4."

Section 29. Concrete

Article 29.06. Cast-in-Place Concrete

Delete the word "Structural" from Article 29.06.07.A as follows:

"A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to supply ~~Structural~~ Concrete (1,500 psi, 3,000 psi and 4,000 psi) per this Article to construct reinforced concrete structures as shown on the Drawings, as specified by these Specifications will be included in the lump sum bid or unit price bid for the item of work which requires structural concrete, and no additional payment will be made thereof."

Section 40. Landscape and Revegetation

Article 40.04. Seeding

REPLACE Article 40.04.03.C with:

"C. **Hydroseeding – Bid Item No. 40-5**"

Section 42. Excavated Materials Management

Article 42.01.02 Materials

REPLACE Article 42.01.02.C with:

"C. Excavated Material for reuse on the Project site shall meet the requirements specified for their intended use and the requirements of this Section 42, Excavated Materials Management."

Article 42.01.03.J. Hazardous Waste Manifests

ADD Article 42.01.03.J.11 as follows:

"11. The District will be the Generator for all Regulated materials pre-existing on the Project site and will sign the associated waste manifests accordingly. The Contractor will be the Generator for all regulated materials introduced to the Project site by the Contractor or for any unauthorized releases of regulated

materials occurring as a result of Contractor activities; in such cases, the Contractor will sign the associated waste manifests in accordance with Article 10.11.02. The District shall be responsible for paying the State Superfund fees, the generator's fees, and other costs of disposal of pre-existing regulated material wastes unless specifically stated otherwise in these Specifications."

MAP AND CONSTRUCTION PLANS

DRAWINGS

REPLACE Sheet C-112, in Detail 1, Scale 1" = 6' with: Scale 1" = 3'

REPLACE Sheet GC-10, Detail 2, Slide Gate.

DELETE Sheet GS-3, Detail 03000

GENERAL QUESTIONS AND RESPONSES

Question 1. Please clarify bid item 42-2. All of the local landfills are listed as Class III and not Class II Landfills (Newby Island, Kirby Canyon, Zanker Rd). Furthermore, there are two types of landfill options. Cover soil and Direct Burial/Disposal. Please clarify whether this bid item includes both Class II and Class III landfills. Please also clarify if this bid item is for Landfill Cover soil or for landfill direct burial/disposal.

Response 1. For bidding purposes, Bid Item 42-2 quantity shall be assumed to be legally disposed of at a Class II Landfill as direct non-hazardous waste disposal. Bid item 42-2 is not intended to capture additional cost for soil being reused as daily landfill cover. Daily landfill cover is considered a re-use option that is included under bid item 23-1. Receiving landfill screening criteria was provided for informational purposes only in the Soil and Groundwater/Surface Water Management Plan (ex. Newby Island, Kirby Canyon, Zanker Rd.), but it remains the contractor's decision to determine the legal disposal of soil.

Question 2. How were the volumes determined for Bid Items 42-1, and 42-2? Were these volumes derived from specific areas identified within the project that are already pre-classified? If so, where are these areas? Or are these plug volumes for material that might fall under these classifications after additional soil testing?

Response 2. The volumes for Bid Item 42-1 and Bid Item 42-2 were not derived from identified pre-classified areas. The volume for Bid Item 42-1 (3,300 CY) was selected as a small percentage of overall excavation quantities. The volume for Bid Item 42-2 (6,500 CY) was selected using the assumption of approximately 1% of the excavation volume (650,000 CY).

Question 3. Due to tightening regulations with non-landfill re-use facilities and the reduced metals limits shown within the updated 2019 RWQCB Environmental Screening Limits (ESL's), only a fraction of this soil may be suitable for reuse at a construction site or reuse facility other than a landfill. As a consequence much of the excess soil may require reuse as Daily cover at a Class II or Class III landfill (Daily cover). As mentioned within the SMP re-use at a Class II or Class III landfill as daily cover soil is included as one of the re-use options. Is bid item 42-2 intended to capture

the additional cost for soil being reused as Daily cover? If not, how should the contractor price the cost difference of Class II/Class III landfill daily cover from reuse at other locations besides a landfill?

Response 3. For bidding purposes, Bid Item 42-2 quantity shall be assumed to be legally disposed of at a Class II Landfill as direct non-hazardous waste disposal. Bid item 42-2 is not intended to capture additional cost for soil being reused as daily landfill cover. Daily landfill cover is considered a re-use option that is included under bid item 23-1. Bid items 42-1 and 42-2 covers soils that require disposal at regulated waste facilities and do not qualify for other reuse options.

Question 4. We would appreciate your consideration of a Bid Date extension for the Project. Due to the extensive plans and specifications & the complexity of the project, we are requesting that the bid date be extended by at least one week to allow contractors (and our potential subcontractors) to more fully analyze the project. The lack of electronic (CAD) files to assist with our take off efforts has also influenced our request for this extension.

Response 4. The Bid Date has been extended to July 2nd, 2019. See Addendum No.3.

Question 5. Please clarify legend and plan demarcation on Demo and Removal Plans, specifically Non-Native Plant Control – Himalayan Blackberry Control Areas. Plan sheets (see D-28 for example) have two different infill areas shown that are very similar to the Non-Native Blackberry Legend which is the Blackberry and what is marked by the other. Sheet D-28 at 4011+25 shows a clear change side by side of two areas that could be interpreted as Blackberry Control area. Please clarify the difference in these areas and the legend.

Response 5. The question refers to one hatch that looks like an "x" and one hatch that looks like a smaller plus sign (+). Both of these hatches represent the same thing (Non-Native Plant Control - Himalayan Blackberry Control Areas). Within the CAD program one hatch was rotated and scaled differently from the other hatch in the other area. Each D sheet has a legend.

Please note, on sheets from D-20 to D-29 and from D-101 to D-104 the hatch consisting of short diagonal lines represents "Limits of Over Decompaction". On sheets from D-54 to D-90 the hatch consisting of short diagonal lines represents "Non-Native Plant Control – Giant Reed Control Areas – Inside Planting Area".

Question 6. P. 23-1 Item 10: We are unable to find any existing box culverts on the plans or in the field. Are there existing box culverts with material removal on the project?

Response 6. Removal of material from existing box culverts is not included in the Project. Structural excavation to remove material in order to construct new box culverts/structures as part of the Project is covered under specification Section 23.10.

Question 7. Reference the provided cross sections and contour grading plans for Silveira Lake, are the finish grades shown to subgrade of topsoil or top of the top soil?

Response 7. Finish grades shown on the Project Plans includes the placement of topsoil in areas that require topsoil.

Question 8. P. 22-30 Section 22.07.01-B: It seems unreasonable to ask the bidders to survey the entire site to locate Giant Reed and Himalayn Blackberry Control Areas and take on the responsibility of generating a quantity for a lump sum bid item. Please consider paying these items by a measured field quantity.

Response 8. Bid Items 22-10 and 22-11 have been revised from lump sum to field quantity measured per 1/8 acre. Please see the revised BID FORM NO. 1 (REV 2) as ATTACHMENT 1 in this Addendum No. 4, and the revised specifications above.

Question 9. Reference the Soil and Groundwater/Surface Water Management Plan – Table 1 and BI 23-1 Excavation. Our quantity take-off for total excavation including all the items specified (bedload, topsoil, low flow, excavation) is very close to that shown on Table 1, 785,000 CY. It appears that the volume of topsoil excavation has been excluded from the bid item 23-1, 650,000 CY, although the bid item narrative indicates topsoil excavation is paid for in the excavation item.

Response 9. The quantity for Bid Item 23-1 has been revised to 745,000 CY. Please see the revised BID FORM NO.1 (Rev 2) (ATTACHMENT 1). Table 1 in the Soil and Groundwater/Surface Water Management Plan shows 785,000 CY, but that includes the excavation at Lake Silveira. The excavation at Lake Silveira is paid under Bid Item 41-1 Improvements at Lake Silveira (see specification Section 41.01.08.A.1).

Question 10. We respectively request a one (1) week extension to the bid date. It was mentioned at the pre-bid meeting that this is just a dirt job but it is a complicated dirt job in terms of dewatering and disposal, some additional time would be very helpful in getting all the logistics figured out.

Response 10. See Response to Question No. 4.

Question 11. Lake Outlet Structure Section A on Dwg C-110 requires a 3' x 3' Gate with reference to Detail 2 on Dwg GC-10. However, the Schedule at the bottom of Detail 2 on Dwg GC-10 indicates the Lake Silveira Outlet Slide Gate is 24"x24". Please clarify the desired size of this Slide Gate.

Response 11. The 3-ft x 3-ft opening on Dwg C-110 is correct. Modify the schedule at the bottom of Detail 2 on Dwg GC-10 to indicate a 3'x3' gate as shown on ATTACHMENT 2 of this Addendum No. 4.

Question 12. Please clarify the scope of work required within the "limit of over decompaction" noted in the D- Series drawings. Are these areas currently over-decompacted and require compaction or are these areas required to be decompacted per Planting Area Preparation Spec Section 40.02 (and Bid Item 40-1)?

Response 12. The work required to perform decompaction within the limits of over decompaction shown on the D-sheets is described in Section 40 under Article 40.02.03.B. and paid for under Bid Item 40-1.

Question 13. (Hexagonal) Construction Note 20 is referenced in the Profile at Station 479+50 (presumably associated with the existing Verizon at this location). Please provide Construction Note 20.

Response 13. The Verizon line shown in the profile at this location (PP-23 station 479+50) does not exist. The line was deleted from the plan window but not the profile window. Delete the reference to the utility and (Hexagonal) Construction Note 20 in the profile window, as shown on ATTACHMENT 3 of this Addendum No. 4.

Question 14. A note on Dwg PP-73 upstream of the Inlet Structure at the Sta 108+00 tributary indicates to "construct 115.5' of 3 rail wood fence ... Fence to located at same location to adjoin existing fence and fence to be provided by others." Please clarify which element(s) of this fencing scope are provided by others and which are to be performed by Contractor.

Response 14. The Contractor is to provide and install 115.5' of 3 rail wood fence with barbed wire. The fence will be installed between an existing fence at the edge of the temporary construction easement and a future fence at the edge of the temporary easement. The future fence at the edge of the temporary easement will be provided and installed by others. Please refer to Project Plans sheets PP-72 and C-63.

Question 15. In reference to the Builder's Risk policy (Paragraph 13.16.01.C of Article 13), please advise if the policy's term may end at Substantial Completion Milestone 2. (Extending the Builder's Risk policy term through the 3-year Plant Establishment and Maintenance period will approximately double the cost of the Builder's Risk policy.)

Response 15. Builder's Risk policy must extend through completion and acceptance of Milestone 2 by the District's Board of Directors.

Question 16. At Lake Silveira Dwgs D-102, D-103, D-104 there are hatched areas shown for both "Limits of Over Decompaction" and "Non-Native Plant Control – Himalayan Blackberry Control Areas". On each of these 3 drawings there is also a third unidentified area hatched with a hatching density between the two aforementioned areas. Please advise what this unidentified hatched area represents

Response 16. The question refers to one hatch that looks like an "x" and one hatch that looks like a smaller plus sign (+). Both of these hatches represent the same thing (Non-Native Plant Control - Himalayan Blackberry Control Areas). Within the CAD program one hatch was rotated and scaled differently from the other hatch in the other area. Each D sheet has a legend.

Please note, on sheets from D-20 to D-29 and from D-101 to D-104 the hatch consisting of short diagonal lines represents "Limits of Over Decompaction". On sheets from D-54 to D-90 the hatch consisting of short diagonal lines represents "Non-Native Plant Control – Giant Reed Control Areas – Inside Planting Area".

Question 17. Paragraph 5.07.B indicates imposition of Liquidated Damages shall not preclude the District from taking other action as deemed appropriate to ensure performance of the Contract. Paragraph 6.02.05.A.7.b indicates that the District may withhold payment to cover actual or Liquidated

Damages if District determines that the Work will not be completed within the Contract Time(s). Please confirm that the Liquidated Damages (as listed in the Special Provisions) are the District's sole means to recover damages from the Contractor if the Work is not completed within the Contract Time(s).

Response 17. No, the District may also consider actual damages.

Question 18. Paragraph 17.03.01.G indicates to calibrate noise monitoring equipment prior to each shift. Alternatively, please confirm that the noise monitoring equipment's calibration shall be validated prior to each shift and that if the equipment is no longer properly calibrated it shall then be calibrated.

Response 18. Article 17.03.01.G has been revised. See revised language included in this Addendum No. 4.

Question 19. In reference to Article 10.11, please confirm (1) that Materials generated as a result of the Contractor's operations do not include Regulated materials pre-existing on the Project site and that (2) District is the Generator for all Regulated materials pre-existing on the Project site.

Response 19. Confirmed.

Question 20. Article 10.11.02.D indicates Contractor shall be responsible for signing the Nonhazardous Waste Manifests and the Hazardous Waste Manifests and for paying the State Superfund fees, the generator's fees, and other costs of disposal of these wastes unless specifically stated otherwise in these Specfication and that Contractor shall be identified as the owner and generator of the wastes associated with unauthorized releases or discharges. Article 42.01.01.E.1 indicates the District will be the Generator. Please confirm the District will be the Generator for all Regulated materials pre-existing on the Project site and will sign the associated Manifests accordingly.

Response 20. The District will be the Generator for all Regulated materials pre-existing on the Project site and will sign the associated waste manifests accordingly. The Contractor will be the Generator for all regulated materials introduced to the Project site by the Contractor or for any unauthorized releases of regulated materials occurring as a result of Contractor activities; in such cases, the Contractor will sign the associated waste manifests in accordance with Article 10.11.02. The District shall be responsible for paying the State Superfund fees, the generator's fees, and other costs of disposal of pre-existing regulated material wastes unless specifically stated otherwise in these Specifications.

See new Article 42.01.03.J.11 in this Addendum No. 4.

Question 21. At the Pre-Bid Meeting it was indicated that the Project was targeting an Award of July 9. Article 10.14.07.A indicates Biologist's qualifications must be favorably reviewed prior to any Work. Article 18.04.02.C indicates the Biologists' must be approved by CDFW and USFWS and Article 19.01.03.A.1 indicates this will be provided within 60 calendar days. This leaves little to no time to remove the projects' 1,000+ trees within the permits' imposed work constraints. Please confirm that any and all Project Delays due to nesting resulting from the inability to

successfully Clear the Project this year will be addressed as a Compensable Delay.

Response 21. District will submit the Biologist's qualifications to the regulatory agencies of California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service for approval. Contractors are not required to submit qualifications for the Contractor's Qualified Biologist until Notice to Proceed, however, the Contractor may choose to submit qualifications earlier than Notice to Proceed.

The Contractor is encouraged to concentrate on tree removal and trimming efforts in the areas where the Contractor intends to begin construction. The Contractor is responsible for Project delays due to nesting. Tree removal is not the only tool available to deter bird nesting; it is in the Contractor's best interest to use multiple forms of bird deterrents to prevent nesting.

Question 22. Is this project subject to the Buy America or Buy American requirements for steel products?

Response 22. No.

Question 23. When trying to scale the Poppy Jasper Mine Security Enclosure the stated 4' wide gate scales out to be 8' wide. Is it possible to have the dimensions for the enclosure given or please confirm the scale 1" = 6' is correct. I the scale is correct then the gate is mislabeled. Please clarify.

Response 23. The scale should be 1" = 3'. Refer to revision to sheet C-112 in this Addendum and ATTACHMENT 4 of this Addendum No. 4.

Question 24. Item 28-4 the Single Swing Gates it states there is 3 each. We found 5 each of the Single Swing Gates. Please confirm the correct quantity of the Single Swing Gates.

Response 24. The correct quantity of Single Swing Gates is 5. See updated BID FORM NO. 1 (Rev 2) as ATTACHMENT 1 in this Addendum No. 4

Question 25. Item 28-5 the Double swing Gates it states there is 17 each. We found 25 each of the double Swing Gates. Please confirm the correct quantity of the Double Swing Gates.

Response 25. Response to Question 16: The correct quantity of Double Swing Gates is 25. See updated BID FORM 1 (Rev 2) as ATTACHMENT 1 in this Addendum No. 4

Question 26. Item 28-6 Miscellaneous Fencing is not very clear on how much and the type of fences that are to be modified along the right of way. Is it possible to have a better and clearer amount of footage and type of fence work required along the existing effected fence lines.The information given on the plans make it difficult to evaluate the cost of needed work.

Response 26. The Bidders should anticipate a variety of fencing materials. It is in the Contractor's best interest to salvage as much of the existing materials as possible. The Contractor is not expected to replace significant portions of the adjacent property owners' fences, only to adapt their existing fence to

provide site security for the adjacent property as described in Section 28.11.

Question 27. This is a large project and has a great deal of items of work to price. Is it possible to have the bid date for this project be postponed so that more time is given to prepare our bids.

Response 27. See Response 4 in this Addendum No. 4.

Question 28. Will the contractor be allowed to leave stockpiled non-hazardous material in the provided staging areas up until the project is fully completed 2,095 Calendar days, or is the contractor required to have staging areas returned (Disked and hydroseeded) after 1,000 calendar days?

Response 28. (REVISED RESPONSE, QUESTION 15 ADDENDUM NO. 2) The Contractor Shall be allowed to leave stockpiled material up until the completion of milestone No. 2 (1,000 calendar days). All stockpiled material shall be removed prior to acceptance of Milestone 2 by the District's Board of Directors. The Contractor's attention is directed to Temporary Construction Easement Agreements in Appendix B of the Project Specifications for expiration dates of non-District owned staging areas.

Question 29. Please advise where the Patch @ 72" SD Opening Detail 03000 on Dwg GS-3 is to be performed.

Response 29. Detail 03000 is from Phase 2 of the project and not applicable to Phase 1. Delete detail 03000 on sheet GS-3, as shown on ATTACHMENT 5 of this Addendum No. 4.

Question 30. Please confirm that Herbicides test method will not be required as part of soil testing.

Response 30. Tables 5a through 5c in the Soil and Groundwater/Surface Water Management Plan lists typical testing parameters needed to evaluate reuse options. Previous environmental investigation reports for some properties within the Project Area did not identify herbicides as a significant concern, and there are no beneficial reuse criteria established for herbicides for in-channel reuse (Table 2) therefore analyses listed under Table 5a for in-channel beneficial reuse does not include herbicides. Herbicide analysis is listed in Table 5b for off-site reuses. The need to test for herbicides will be determined by the Contractor and depend on requirements of the off-site reuse option selected. There may be circumstances where profiling for waste disposal at a landfill could require testing for herbicides. Those circumstances could include landfill acceptance criteria and/or other reasons that the Contractor identifies herbicides as a potential chemical of concern.

Question 31. We would like to request Upper Llagas get pushed back 3 weeks so we will have the opportunity to bid on both projects.

Response 31. See Response 4 in this Addendum No.4.

Question 32. Table 3 Off-site Reuse Screening Criteria for Excess Material mentions Tier 1 ESLs as applicable to unrestricted reuse of export material. Several other screening levels are provided. Which clean screening level is being used to define the difference between clean and class 2 soil?

Response 32. ESLs provide guidance on appropriate reuse options based on protection of human health and the environment and do not correlate directly with waste classification for disposal. In evaluating reuse options, the Contractor needs to understand the basis of individual ESLs to determine appropriate reuse options. The ESLs do not determine waste classification for disposal purposes. Waste soil for disposal follows rules and regulations for hazardous waste (California and federal standards) and acceptance criteria of non-hazardous waste at California Class 2 landfills. Each landfill has its own acceptance criteria according to its own permitting requirements. Typically, Class 2 materials would consist of those that do not qualify for reuse options according to the ESLs but do not exceed hazardous waste thresholds.

Question 33. Regarding Pay Item 42-1 "Removal and Legal Disposal of Hazardous Waste Materials", given the definition in 42.01.01 E. 2 & 3, this seems to cover both Class1 RCRA and Class 1 Non-RCRA (California Hazardous). These classifications have two different unit prices. Please clarify.

Response 33. Based on preliminary testing, Resource Conservation and Recovery Act (RCRA) waste is not anticipated. The Contractor can assume for bidding purposes that the entire quantity of Bid Item 42-1 can be disposed as Class 1 Non-RCRA waste.

Question 34. How is 3,300 CY of hazardous material established when there are no leachate test ran for all Chromium, Lead and Nickel exceedances over the TCLP and STLC trigger levels?

Response 34. The volume for Bid Item 42-1 was not derived from identified pre-classified areas. The volume was selected using a percentage of the overall excavation volume that could be classified as hazardous for disposal purposes. The Contractor is responsible for performing the necessary testing for waste profiling and disposal.

Question 35. How is 6,500 CY of Non-Hazardous Waste (Class 2) material defined from clean or hazardous soil?

Response 35. The volume for Bid Item 42-2 (6,500 CY) was not derived from identified pre-classified areas. The volume was selected using a percentage of the overall excavation volume that could be classified as non-hazardous Class 2 waste according to California laws and regulations. The Contractor is responsible for performing the necessary testing for waste profiling and disposal.

Question 36. Bid item 22-14 Standing Snag Habitat Feature, I cannot find them on the plans anywhere and there is no quantity, lump sum item. Don't know what to bid.

Response 36. Bid Item 22-14 Standing Snag Habitat Feature is specified under Article 22.07.03.H Standing Snag Habitat Feature (Girdled Non-Native Trees). The Girdled Non-native Trees are shown on the D-sheets on the Debris and Vegetation Removal Plan.

Question 37. Please reference Spec section 40.02.07 Payment for the Planting Area Prep Section. Note that the specification identifies for the Contractor to provide a unit price for 42,000 square feet of Decompaction. However, Plan Sheet D-104 shows an area designated as the "Limits of

Decompaction" to be approximately 73,000 sf. Is this area to be included with the Planting Area Prep Bid Item? Or only the 42,000 sf listed in the specifications. Please clarify this item and provide an updated quantity if needed.

Response 37. Bid Item 40-1 Planting Area Preparation (lump sum) includes the labor and equipment to decompact the decompaction areas shown on the drawings. On Sheet D-101 and D-104 there is 84,000 square feet (approx.) of decompaction shown.This 84,000 square feet is included in Bid Item 40-1. During the construction phase, the District may find new areas that need decompaction. These new areas would be added to the Project using the unit price identified in the Schedule of Values for Landscape Related Items. Also, during the construction phase, the District may find that the area currently identified for decompaction does not need decompaction. These areas to be deleted would be subtracted from the project using the unit price identified in the Schedule of Values for Landscape Related Items. The quantity of "42" shown spec section 40.02.07.B is to establish a value for negotiations.

Question 38. Bid Item 34-3, 18" Flap Gate, is for 1 each. However the project plans show 2 flap gates. One on sheet PP-73 and another on PP90. Please update the bid form accordingly.

Response 38. Bid Item 34-3 quantity has been revised from 1 to 2. See revised BID FORM NO. 1 (Rev 2) as ATTACHMENT 1 of this Addendum No. 4

THIS ADDENDUM NO. 4, WHICH CONTAINS 12 PAGES AND 5 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: 6/21/19

Christopher Hakes, P.E.
Deputy Operating Officer
Dam Safety and Capital Project Delivery

Enclosures:
Attachment No. 1 – BID FORM NO.1 (Rev. 2)
Attachment No. 2 – Sheet GC-10
Attachment No. 3 – Sheet PP-23
Attachment No. 4 – Sheet C-112
Attachment No. 5 – Sheet GS-3

ATTACHMENT 1
BID FORM NO. 1 (Rev 2)

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Proposal Form and Bid Items

*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 **UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1: REACH 4, PORTION OF REACH 5, REACH 7A, AND LAKE SILVEIRA MITIGATION**, 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 **2,095** 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 Santa Clara Valley Water District and provide the required bonds and insurance in accordance with Articles 4.13 and 11.02 of the Standard Provisions. If the Bidder fails to meet these requirements within the time specified in Article 11.02 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: $ _____

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.

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):	

*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
13-1	Mobilization/Demobilization	Lump Sum / Lump Sum		
13-2	Dispute Resolution/Review Board	Lump Sum / Lump Sum	$50,000	$50,000
13-3	Professionally Facilitated Project Partnering	Lump Sum / Lump Sum	$50,000	$50,000
14-1	Surveying	Lump Sum / Lump Sum		
15-1	Site Review and Monitoring of Project Limits and Vicinity	Lump Sum / Lump Sum		
17-1	Noise Monitoring	Lump Sum / Lump Sum		
18-1	Compliance with NPDES General Permit	Lump Sum / Lump Sum		
18-2	Compliance with Regulatory Permits	Lump Sum / Lump Sum		
19-1	Contractor's Quality Control	Lump Sum / Lump Sum		
22-1	Clearing and Grubbing	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-2	Demolition	Lump Sum / Lump Sum		
22-6	Remediation Sites	Lump Sum / Lump Sum		
22-7	Monitoring Well Destruction	1 / Each		
22-9	Control of Water	Lump Sum / Lump Sum		
22-10	Initial Himalayan Blackberry Control	94 / 1/8 Acre		
22-11	Initial Giant Reed Control	2 / 1/8 Acre		
22-12	Initial Yellowflag Iris Control	Lump Sum / Lump Sum		
22-13	Non-Native Noxious and Invasive Plant Control Event	8 / Each Event		
22-14	Standing Snag Habitat Feature	Lump Sum / Lump Sum		
22-15	Himalayan Blackberry Follow-up Herbicide Event	8 / Each Event		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-16	Giant Reed Follow-up Herbicide Event	8 / Each Event		
23-1	Excavation	745,000 / Cubic Yards		
23-2	Fill at Lake Silveira	110,000 / Cubic Yards		
23-3a	Bedload Material Storage	3,500 / Cubic Yards		
23-3b	Bedload Material Placement	2,200 / Cubic Yards		
23-4	Topsoil	111,000 / Cubic Yards		
25-1	Bike Trail Pavement	20 / Cubic Yards		
25-2	Driveway	2 / Each		
25-4	Maintenance Roads	15,000 / Cubic Yards		
25-5	Access Ramps	16 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
26-4	18-inch RCP Storm Drain - New	140 / Linear Feet		
26-8	36-inch RCP Storm Drain – Modification	1 / Each		
26-10	18-inch RCP Storm Drain Modification	1 / Each		
26-15	Type 3 Outlet at Station 485+10	Lump Sum / Lump Sum		
27-1	Traffic Control	Lump Sum / Lump Sum		
28-1	Uncoated Chain Link Fence (Type A1)	4,600 / Linear Foot		
28-2	Black Vinyl Coated Chain Link Fence (Type A2)	45,000 / Linear Foot		
28-3	Orange Fence (Exclusion Fence)	108,000 / Linear Foot		
28-4	Chain Link Gates – Single Swing Gate	5 / Each		
28-5	Chain Link Gates – Double Swing Gate	25 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
28-6	Miscellaneous Fencing	Lump Sum / Lump Sum		
28-7	Poppy Jasper Mine Security Enclosure	Lump Sum / Lump Sum		
30-1	Rock Slope Protection	5,300 / Ton		
30-2	Type 1 Grade Control Structures	13 / Each		
30-7	Chute and Pool Feature on Llagas Creek (Sta. 239+00 C-Line-1)	Lump Sum / Lump Sum		
30-8	Chute and Pool Feature on Llagas Creek Near Lake Silveira (Sta. 4005+00 C-Line-4)	Lump Sum / Lump Sum		
30-9	Instream Complexity Structure – Log-Rootwad Structure	163 / Each		
30-10	Instream Complexity Structure – Combination Log-Rootwad Boulder Structure	1 / Each		
30-11	Instream Complexity Structure – Stream Boulder	40 / Each		
30-12	Instream Complexity Structure – Triangular Boulder Cluster	39 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
30-13	Instream Complexity Structure – Wing Deflector	2 / Each		
30-14	Instream Complexity Structure – Coarse Woody Habitat	14 / Each		
30-16	Instream Complexity Structure – Spider Structure	1 / Each		
30-17	Erosion Control Blanket	3,200 / Square Yard		
34-3	18-inch Flap Gate	2 / Each		
40-1	Planting Area Preparation	Lump Sum / Lump Sum		
40-2	Single-Log Installation	32 / Each		
40-3	Five-Log Pile Installation	43 / Each		
40-4	Broadcast Seeding	7 / Acres		
40-5	Hydroseeding	75 / Acres		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-9	Irrigation Standpipe System	Lump Sum / Lump Sum		
40-10	Irrigation Automated System	Lump Sum / Lump Sum		
40-11	Irrigation Sleeve	1,000 / Linear Foot		
40-12	Planting	Lump Sum / Lump Sum		
40-19	Establishment Maintenance	36 / Month		
41-1	Improvements at Lake Silveira	Lump Sum / Lump Sum		
41-2	Improvements at Watsonville Road	Lump Sum / Lump Sum		
41-3	Improvements at Middle Avenue	Lump Sum / Lump Sum		
41.4	Improvements at Monterey Road	Lump Sum / Lump Sum		
41-5	Improvements at Masten Avenue	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
41-6	Improvements at Rucker Avenue	Lump Sum / Lump Sum		
41-7	Improvements at Buena Vista Avenue	Lump Sum / Lump Sum		
41-29	Culvert at Drainage E (Station 183+75)	Lump Sum / Lump Sum		
41-30	Culvert at Drainage F (Station 113+50)	Lump Sum / Lump Sum		
41-31	Culvert at Rucker Creek (Station 108+00)	Lump Sum / Lump Sum		
41-32	Culvert at Church Creek (Station 707+00)	Lump Sum / Lump Sum		
42-1	Removal and Legal Disposal of Hazardous Waste Materials	3,300 / Cubic Yard		
42-2	Removal and Legal Disposal of Non-Hazardous Waste (Class II) Material	6,500 / Cubic Yard		
42-3	Excavated Materials Management	Lump Sum / Lump Sum		
TOTAL BASE BID		**SECTION A: SUBTOTAL**		

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
SECTION B: SUPPLEMENTAL CONTRACT ITEMS These Bid Items may or may not be required. They may be deleted entirely or in part at the sole discretion of the District. See Section 20.01.03 of these Specificatons				
22-8	Water Well Destruction	1 / Each		
23-3c	Imported Bedload Material	2,000 / Ton		
30-5	Grade Transition Structure at East Little Llagas Creek (Sta. 709+00 C-Line-2)	Lump Sum / Lump Sum		
40-6	Hydroseed Irrigation	1 / Event		
40-7	Broadcast Re-Seeding	9 / 1/8 Acre		
40-8	Hydroseed Re-Seeding	14 / Acre		
40-13	Foliage Protection Cage Installation	100 / Each		
40-14	Root Protection Cage	100 / Each		

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

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-15	Supplemental Plug Container Plants	100 / Each		
40-16	Supplemental Giant Reed Follow-up Herbicide Control Event	2 / Event		
40-17	Supplemental Himalayan Blackberry Follow-up Herbicide Control Event	3 / Event		
40-18	Giant Reed Biomass Removal	1 / Thousand Square Feet		
40-20	Cutting Installation	100 / Each		
TOTAL SUPPLEMENTAL BID		**SECTION B SUBTOTAL:**		
TOTAL BID (SECTION A SUBTOTAL + SECTION B SUBTOTAL)				

Total Bid (Section A Subtotal + Section B Subtotal) will be used to determine the lowest bid.

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ATTACHMENT 2
Sheet GC-10

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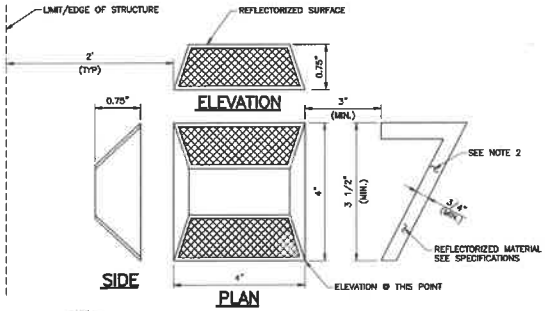
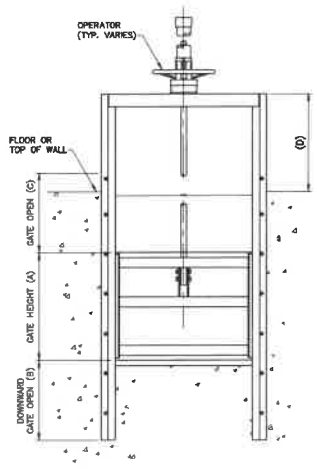
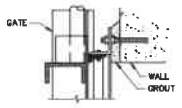


NOTES:

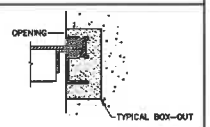
1. REFLECTIVE DEPTH MARKER SHALL BE LOCATED AT BRIDGES AND BOX CULVERTS AT UPSTREAM AND DOWNSTREAM LOCATIONS AS SHOWN ON "C" SHEETS.
2. NUMBER IS TO REPRESENT VERTICAL DISTANCE IN FEET ABOVE CHANNEL INVERT IN ONE FOOT INCREMENTS.

DETAIL 1 REFLECTIVE DEPTH MARKER
NOT TO SCALE C-29, C-32, C-38, C-48, C-50, C-52

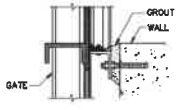




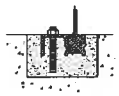
TOP SEAL



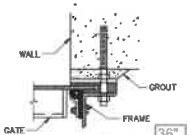
IN-CHANNEL EMBEDDED (TYP E)



DOWNWARD OPENING BOTTOM SEAL



BOTTOM CLOSURE EMBEDDED (TYPE S)

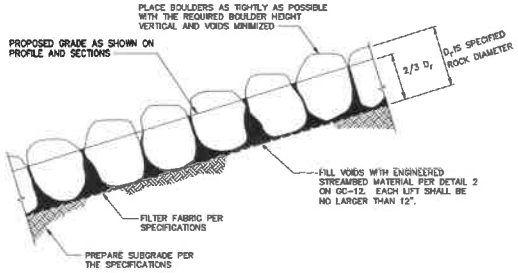


WALL FACE-SIDE

PHASE	ID	LOCATION	TYPE	OPERATOR TYPE	DIMENSION (A)	DIMENSION (B)	DIMENSION (C)	DIMENSION (D)
PHASE 1	SLIDE GATE #1	LAKE SILVEIRA OUTLET (C-110)	DOWNWARD OPENING	MANUAL HANDWHEEL	24"	36"	43.2"	36"	25.2"

C-110

DETAIL 2 C-110 SLIDE GATE
NOT TO SCALE



DETAIL 5 C-76 NON-GROUTED BOULDER PLACEMENT
NOT TO SCALE

US Army Corps of Engineers®

BMC

Santa Clara Valley Water District

SANTA CLARA COUNTY, CALIFORNIA
UPPER LLAGAS CREEK
FLOOD PROTECTION PROJECT
PHASE 1 AND PHASE 2
CIVIL DETAILS 5

SHEET NUMBER GC-10
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ATTACHMENT 3
Sheet PP-23

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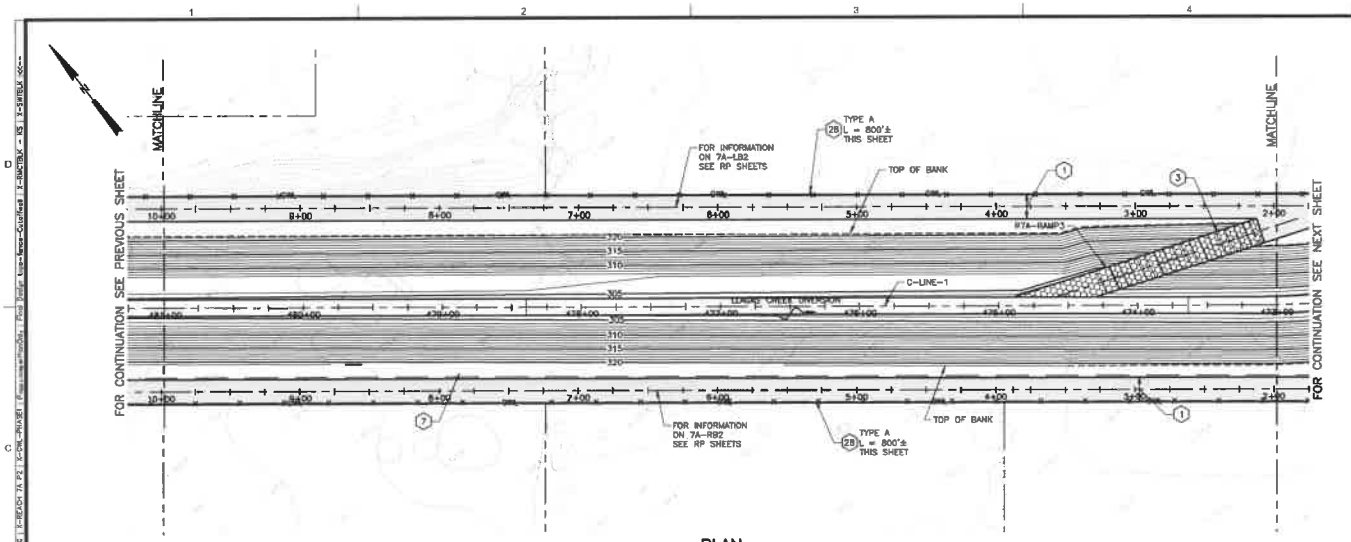
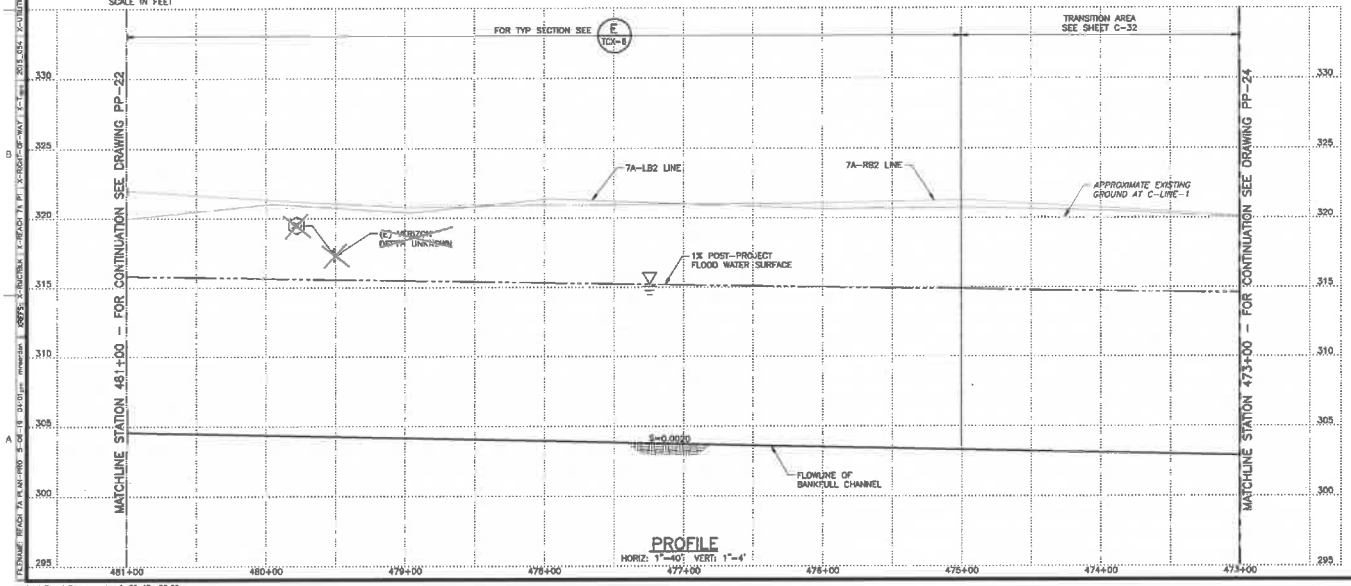


PLAN
SCALE: 1"=40'

0 40 80 120
SCALE IN FEET



PROFILE
HORIZ: 1"=40' VERT: 1"=4'

NOTES:

1. SEE DEMOLITION PLAN SHEETS FOR DEMOLITION INFORMATION. SEE CROSS SECTION SHEETS FOR CHANNEL CROSS SECTIONS. SEE INSTREAM COMPLEXITY SHEETS FOR INFORMATION ON INSTREAM COMPLEXITIES. SEE LANDSCAPING SHEETS FOR PLANTING AND IRRIGATION INFORMATION. SEE ROAD PROFILE SHEETS FOR MAINTENANCE ACCESS ROAD INFORMATION.
2. OFFSET DISTANCES ARE MEASURED FROM THE CONSTRUCTION CONTROL LINE OF THE CHANNEL UNLESS NOTED OTHERWISE. SEE SURVEY LAYOUT DRAWINGS FOR CONTROL LINE LAYOUT.
3. EXISTING UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND AND OVERHEAD UTILITY LINES AND POLES PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES SO THAT CONSTRUCTION ACTIVITIES DO NOT CONFLICT WITH EXISTING UTILITIES.
4. CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLE 15 OF THE SPECIFICATIONS REGARDING UTILITIES.
5. AREAS WITHIN THE CWL SHALL BE GRADED SUCH THAT RUNOFF DRAINS INTO THE CHANNEL UNLESS NOTED OTHERWISE.
6. SEE SHEET C-9 FOR CHANNEL AND ROAD NOMENCLATURE DEFINITION.
7. SEE IRRIGATION AND PLANTING SHEETS FOR DECOMPACTION AREAS.

CONSTRUCTION NOTES:

(1) MAINTENANCE ROAD (18' WIDE UON). SEE RP SHEETS FOR TYPE AND PROFILE.
(3) RAMP (18' WIDE UON). SEE DETAIL 2 ON SHEET GC-3.
(7) DRAINAGE SWALE. SEE DETAIL 4 ON SHEET GC-3.
(28) FENCE. SEE DETAIL 1 ON SHEET GC-4 CORRESPONDING TO TYPE CALL-OUT ON PP SHEET.

US Army Corps of Engineers
RMC
Schaaf & Wheeler
DESIGNED
GLENN BRIDGMAN PE
RMC TECH MNGR C76659
APPROVED
LYNNE MELTON
RMC PROJ MNGR
RMC PRINCIPAL C23160
PROFESSIONAL ENGINEER No. 49778 STATE OF CALIFORNIA
MARK | DESCRIPTION | DATE | APPD
DATE: April 2018
DESIGNED
DRAWN
CHECKED
APPROVED
Santa Clara Valley Water District
SANTA CLARA COUNTY CALIFORNIA
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT PHASE 1
PLAN AND PROFILE STA 473+00 TO 481+00
SHEET NUMBER PP-23
PAGE 99 OF 423

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Attachment 1
Attachment 1 Page 148 of 156
Page 148 of 184

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ATTACHMENT 4
Sheet C-112

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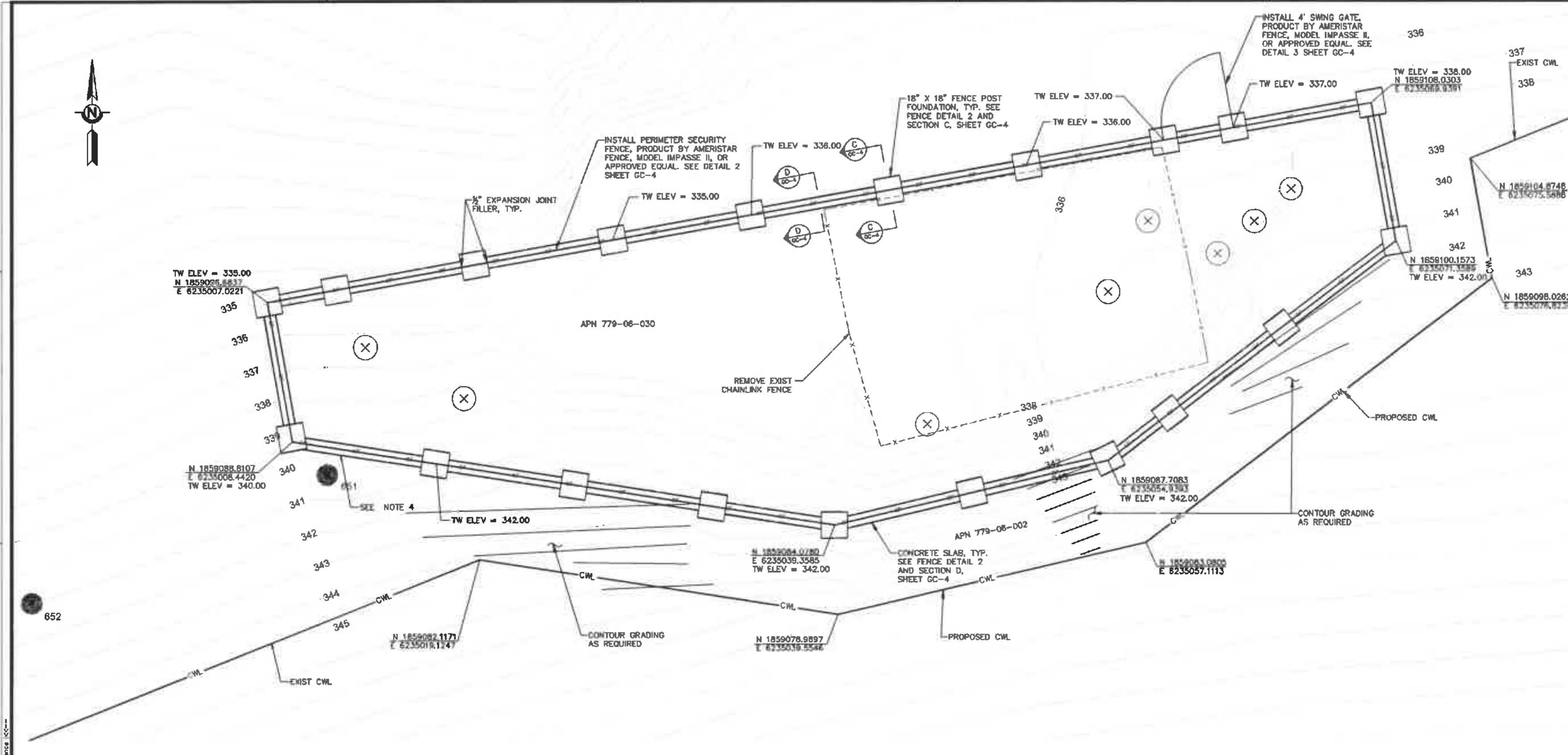

NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.
2. FENCE SHALL CONFORM TO HORIZONTAL AND VERTICAL ALIGNMENT.
3. THE CONTRACTOR TO PERFORM SITE GRADING AS REQUIRED TO FACILITATE CONSTRUCTION OF THE ENCLOSURE IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR TO MODIFY DEPTH OF CONCRETE FOOTING/SLAB AS NEEDED TO AVOID IMPACTING THE EXIST TREE ROOTS THAT GREATER THAN OR EQUAL 6" DIAMETER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE MODIFYING DEPTH OF THE FOOTING.
5. WHEN FENCING IS ON SLOPE, THE FENCE PANEL SHALL BE DESIGNED & FABRICATED TO BE PLACED PARALLEL TO SLOPE.
6. LONGITUDINAL REINFORCEMENT TO STOP AT ALL EXPANSION JOINTS.
7. PROVIDE ½" EXPANSION JOINTS FILLERS BETWEEN THE CONCRETE FOOTING AND THE FENCE POST FOUNDATION.

DETAIL 1 / PP-28 PLAN – POPPY JASPER MINE SECURITY ENCLOSURE
SCALE: 1" = 3'

LEGEND:

- 651, 6" DIAMETER BLACK OAK
- 652, 10" DIAMETER ALMOND
- POPPY JASPER OUTCROP

US Army Corps of Engineers
RMC

MARK	DESCRIPTION	DATE	APPR
4	ADDENDUM #4	6/18/19	

DESIGNED BY: N. PHAM
DRAWN BY: N. PHAM
CHECKED BY: S. FERRANTI
SCVWD PROJECT NO. 26174052
SIZE: 22 x 34
FILE NAME: POPPY JASPER.DWG
CONTRACT NO. C0645
FILE NUMBER: UPL LL C 5027 63330

Santa Clara Valley Water District

SANTA CLARA COUNTY CALIFORNIA
UPPER LLAGAS CREEK
FLOOD PROTECTION PROJECT
POPPY JASPER MINE
SECURITY ENCLOSURE PLAN

SHEET NUMBER C-112
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ATTACHMENT 5
Sheet GS-3

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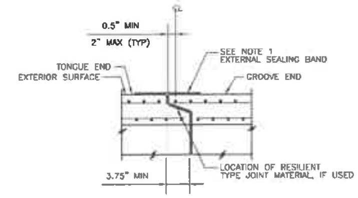
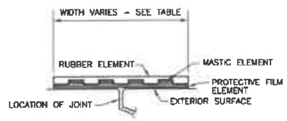


NOTES:

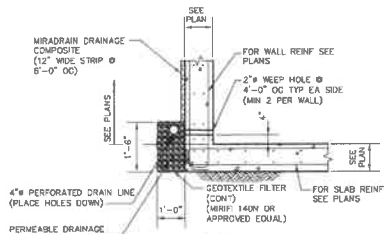
1. CLEAN CONCRETE SURFACE AND INSTALL SEALING BAND AT VERTICAL EXTERIOR FACES AND TOP OF CONCRETE BOX CULVERT SECTION JOINTS PRIOR TO BACKFILLING.



EXTERNAL SEALING BAND SCHEMATIC

TABLE	
WIDTH BOX CULVERT	EXTERNAL SEALING BAND WIDTH
4'-6'	9"
7'-8'	11"
10'-12'	13"

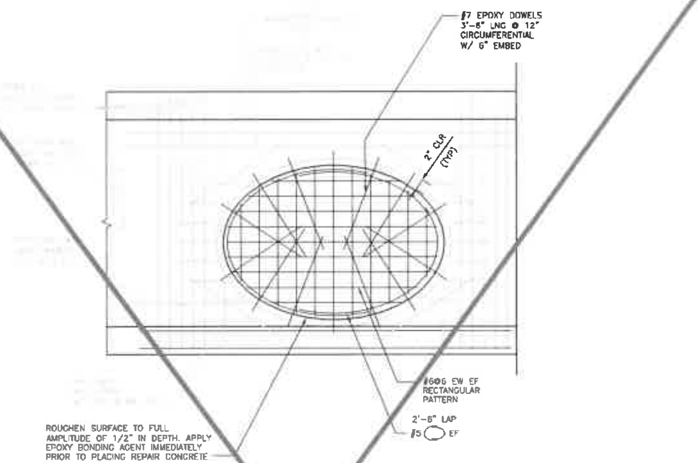
DETAIL 02120 / S-21 EXTERNAL SEALING BAND
SCALE: NTS



NOTES:

1. DRAIN ROCK SHALL BE CRUSHED ROCK OR GRAVEL, DURABLE AND FREE FROM SLACKING OR DECOMPOSING UNDER ALTERNATE WETTING AND DRYING

DETAIL 02130 WEEP HOLES
NTS
S-12, S-13, S-14, S-15, S-20



NOTES:

1. NO EXISTING STRUCTURE OR CONCRETE SHALL BE CUT, REMOVED, OR OTHERWISE ALTERED UNTIL AUTHORIZATION IS GIVEN BY THE ENGINEER.
2. WHEN REMOVING MATERIALS OR PORTIONS OF AN EXISTING STRUCTURE AND WHEN MAKING OPENINGS IN EXISTING STRUCTURE, ALL PRECAUTIONS SHALL BE TAKEN AND ALL NECESSARY BARRIERS, SHORING AND BRACING AND OTHER PROTECTIVE DEVICES SHALL BE ERECTED TO PREVENT DAMAGE TO THE STRUCTURE BEYOND THE LIMITS NECESSARY FOR THE NEW WORK. PROTECT PERSONNEL, CONTROL DUST AND PREVENT DAMAGE TO THE STRUCTURE OR CONTENTS BY FALLING OR FLYING DEBRIS.
3. EPOXY BONDING AGENT:
   a. A TWO-COMPONENT, SOLVENT FREE, MOISTURE INSENSITIVE EPOXY RESIN MATERIAL USED TO BOND PLASTIC CONCRETE TO HARDENED CONCRETE COMPLYING WITH THE REQUIREMENTS OF ASTM C881, TYPE [illegible]
   b. FIELD PREPARATION AND APPLICATION OF THE EPOXY-BONDING AGENT SHALL STRICTLY COMPLY WITH THE MANUFACTURER'S RECOMMENDATIONS.
   c. PLACE REPAIR CONCRETE OR GROUT MIXTURE TO LIMITS SHOWN ON THE DRAWINGS WITHIN TIME CONSTRAINTS RECOMMENDED BY THE MANUFACTURER TO ENSURE BOND.
   d. COLOR SHALL BE CONCRETE GRAY.
   e. PRODUCT SHALL BE SIKADUR 32 HI-MOD BY SIKA CORPORATION OR APPROVED EQUAL.
   f. CONTRACTOR SHALL SUBMIT MANUFACTURER'S PRODUCT INFORMATION FOR BONDING MATERIAL FOR REVIEW BY SCVWD FOR ANY "DRILL AND BOND" DOWELS.
4. CONCRETE REMOVAL/DEMOLITION:
   a. CONCRETE DESIGNATED TO BE REMOVED TO SPECIFIC LIMITS SHALL BE DONE BY SAW-CUTTING AT [illegible]S FOLLOWED BY CHIPPING OR JACK-HAMMERING AS [illegible]
   b. REMOVE CONCRETE IN [illegible] AND EXISTING IN-PLACE EQUIPMENT IS NOT [illegible]
   c. CONCRETE SPECIFIED T[illegible] SHALL BE REPAIRED BY AN APPROVED MEANS TO [illegible]

NOT IN CONTRACT

5. WHEN DRILLING HOLES [illegible]D. AS APPROVED BY THE ENGINEER, THE HOLE LOCATION SHALL BE RELOCATED TO AVOID REBAR. CONTRACTOR SHALL NOT CUT REBAR WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. WHERE POSSIBLE, REBAR LOCATIONS SHALL BE IDENTIFIED PRIOR TO DRILLING USING "REBAR LOCATOR" SO THAT DRILLED HOLES MAY BE ADJUSTED TO AVOID REBAR INTERFERENCE.
6. CONNECTION SURFACE PREPARATION:
   a. REMOVE ALL DETERIORATED MATERIALS, DIRT, OILS, GREASE, AND ALL OTHER BOND INHIBITING MATERIALS FROM THE SURFACE BY DRY MECHANICAL MEANS, I.E., SANDBLASTING, GRINDING, ETC., AS APPROVED BY THE ENGINEER.
   b. SURFACES SHALL BE ROUGHENED TO A FULL AMPLITUDE OF AT LEAST 1/2-INCH IN DEPTH.
   c. IRREGULAR VOIDS OR SURFACE STONES NEED NOT BE REMOVED IF THEY ARE SOUND, FREE OF LAITANCE, AND FIRMLY EMBEDDED INTO PARENT CONCRETE, SUBJECT TO THE ENGINEER'S FINAL INSPECTION.
7. CONCRETE DOWELS AND ANCHOR RODS
   a. ADHESIVE ANCHOR SYSTEM SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.
   b. CONCRETE ADHESIVE DOWELS AND/OR ANCHOR RODS SHALL NOT BE LOADED UNTIL THE ADHESIVE HAS REACHED ITS INDICATED STRENGTH IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

DETAIL 03000 PATCH @ 72" SD OPENING
SCALE: NTS

US Army Corps of Engineers
RMC
Santa Clara Valley Water District
SANTA CLARA COUNTY CALIFORNIA
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT PHASE 1
STRUCTURAL STANDARD DETAILS I
SHEET NUMBER GS-3
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Last Saved By: BeeVue 3-02-19 09:41am

CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
https://www.valleywater.org/construction

June 27, 2019

ADDENDUM NO. 5
TO CONTRACT DOCUMENTS FOR THE
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1
Project No. 26174052 Contract No. C0645

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

BID DOCUMENTS

TABLE OF CONTENTS

REPLACE TABLE OF CONTENTS with:

TABLE OF CONTENTS (Rev.1) – (ATTACHMENT NO.1)

BID FORM NO. 1

REPLACE BID FORM NO. 1 (Rev.2) with:

BID FORM NO. 1 (Rev. 3) – (ATTACHMENT NO. 2)

BID FORM NO.10

REPLACE BID FORM NO. 10 with:

BID FORM NO. 10 (Rev. 1) – (ATTACHMENT NO. 3)

SPECIFICATIONS AND CONTRACT DOCUMENTS

STANDARD PROVISIONS

SECTION 3. SCOPE OF WORK

Article 3.14.04. Submittal

REPLACE ARTICLE 3.14.04.A. first sentence with:

"A. The Escrow Bid Documents shall be submitted by the three (3) apparent low Bidders in a sealed container separate from the Bid Proposal no later than 5 p.m. on the first Monday following the Bid Opening Day"

SPECIAL PROVISIONS

SECTION 18. ENVIRONMENTAL

Article 18.02.11. Contractor Biologists

REPLACE Article 18.02.11.A. with:

"A. The Contractor shall employ a wildlife biologist(s) meeting the qualifications of Contractor Qualified Wildlife Biologist" as listed in Appendix C of these Specifications and approved per Section ~~18.04.03C~~18.04.02C to supervise all work under this Article. At any time during the Contract, the District reserves the right to request a replacement wildlife biologist due to non-performance or for reasons outlined in Article 3.04, "Character of Workers" of these Specifications."

TECHNICAL PROVISIONS

SECTION 28. FENCES AND GATES

Article 28.01.02. Materials

REPLACE Article 28.01.02.C. with:

"C. Black Class A vinyl coating shall be fusion bonded and complies with AASHTO M181 for Type IV fabric."

ADD Article 28.01.02.E. as follows:

"E. Chain link fabric shall be 9 gauge for uncoated (Type A1) and coated (Type A2) fencing fabric."

Article 28.01.03. Placement

ADD new Article 28.01.03.D.:

"D. Install a brace rail and diagonal truss rod on fence runs longer than 1,000 feet if there are no corner posts within 1,000 feet."

SECTION 40. LANDSCAPING AND REVEGETATION

Article 40.01. General

REPLACE Article 40.01.B with:

"B. ~~Bidder's Statement of~~ Qualifications for Landscaping and Revegetation

1. ~~At the time of bid,~~ Contractor shall provide a copy of California C-27 Contractor's License ~~in accordance with the Bid Documents~~.

2. To qualify for Work in Section 40, "Landscaping and Revegetation", Contractor (or subcontractor) of these Specifications shall be experienced

in riparian and wetland habitat restoration site installation and maintenance. ~~At the time of bid,~~ Contractor shall provide information on previous restoration project experience ~~in accordance with the Bid Documents~~.

a. Reference projects should demonstrate Contractor has successfully installed ~~three~~ **two (32)** or more similar restoration projects [defined as riparian and/or wetland restoration sites equal to or greater than **three (3) acres in size and one (1) project greater than five (5)** acres in size] within the last ~~three~~ **ten (310)** years. ~~Information shall be submitted with Contractor's bid for the Work~~. For each reference project include the following information:

i. Project name, location, and size, and installation cost.

ii. Project description.

iii. Project construction completion date and maintenance completion date.

iv. Owner contact name, email address, and phone number.

3. ~~At the time of bid, and in accordance with the Bid Documents,~~ Contractor shall provide resume of Contractor's designated plant restoration biologist (on-staff or subcontractor), or someone with similar qualifications, with a minimum of five (5) years of experience identifying and working with native plants and invasive species typical of the San Francisco Bay Area.

4. ~~At the time of bid,~~ Contractor shall provide the following subcontractor information:

a. Name and the location of each subcontractor who will perform Work or labor or render service to Contractor in or about the construction of the Work.

5. Contractor shall familiarize themselves with Drawings, these Specifications, all matters and conditions concerning Project site, and ongoing and future Work by other disciplines at Project site prior to bidding this Work."

Article 40.06.05. Submittals

REPLACE Article 40.06.05.A.1. with:

"1. Qualifications for Landscaping and Revegetation shall be submitted and accepted by the Engineer prior to commencement of any work on site."

APPENDICES

Appendix B

CLARIFICATION

Appendix B2 of the Project Specifications includes the Army Corps of Engineers 404 Permit.

The 404 Permit references the USFWS Biological Opinion and NMFS Biological Opinion also included in Appendix B2 of the Project Specifications. The USACE 404 permit authorizes the work to be in accordance with the terms and conditions specified in the permit.

As stated in the 404 Permit, Project is to comply with the mandatory terms and conditions associated with incidental take. The Biological Opinion "Description of Action" does not specify Contract Work, only the Mandatory Terms and Conditions and Conservation Measures are part of the Contract as provisions of the 404 Permit.

The USFWS Biological Opinion included the description of Anderson Dam as a disposal site for soils excavated from the Project under "Construction Materials and Disposal". Anderson Dam will not be used as a Disposal option for this Project. The option to use Anderson Dam as a disposal site was not a requirement of the terms and conditions of the permit and therefore the permit is still valid.

GENERAL QUESTIONS AND RESPONSES

Question 1. In Section 28 Fences and Gates under 28.01.02 Materials paragraph "C" it calls out the PVC fence fabric to be 9 gauge. Is the 9 gauge being called out for the core wire or is it the overall finish gauge of the of the PVC coated wire. Please clarify.

Response 1. Chain link fabric, including core wire, shall be 9 gauge for uncoated (Type A1) and coated (Type A2) fences. See revised specifications above.

Question 2. With the Bid Date extension provided in Addendum #3, will the post-Bid documentation (e.g. Bidder's General Information Bid Form No. 7, Small Business Outreach Program Requirements for Demonstrating a Good Faith Effort Bid Form No. 8, and Escrow Bid Documents Bid Form No. 10) be due on Monday, July 8th? (Thursday, July 4th is a Holiday. And many firms will also take off Friday, July 5th – including our firm.)

Response 2. Bid Form No 7, Bid Form No 8, and the Good Faith Effort are due by 5 p.m. on Friday, July 5. They can be submitted electronically. Bid Form No. 10 and the Escrow Bid Documents are due no later than 5 p.m. on Monday July 8. The District office is open on Friday, July 5.

Question 3. Please confirm that the 2 temporary sound barriers referenced on page 20 of the USFWS Revised Biological Opinion are associated with the Phase 2 project. Alternatively, please provide the locations and extents for these planned noise barriers.

Response 3. The temporary sound barriers referenced in the USFWS Revised Biological Opinion are associated with Phase 2 of the Project.

Question 4. I'm currently working on the project Upper Llagas Creek Flood Protection. And i would like to know the bidding date and time, and if the bidding already took place, who is the awarded contractor for the project? and when will be the construction start date?

Response 4. Refer to Addendum No. 3 regarding Notice to Bidders.

Question 5. The District's response to Question 17 in Addendum references a provided link. Please provide the link (or the URL).

Response 5. **(REVISED RESPONSE, QUESTION 17 ADDENDUM NO. 2)** Santa Clara Valley Water is a Special District not affiliated with the County.
The contractor is responsible to determine what volume of water needs to be controlled and what type of diversion system to install to accommodate the estimated quantity of water. The diversion system options are located in Appendix D8 "Dewatering Options" of the Project Specifications.
The water at Lake Silveira and within Llagas Creek is controlled by an upstream source, Chesbro Reservoir. Per Section 15.01.B of the Project Specifications, the Contractor shall manage flows up to 10 cfs of flow from Chesbro Reservoir. A surface water monitoring gauge is located downstream of the reservoir in which real time discharge data can be viewed as well as historic data in Llagas Creek. Please use the link provided here to access that data: https://www.valleywater.org/your-water/alert-system-real-time-data. In addition, we have provided the results of the bathymetry that was conducted at the site for use in estimating water volumes in the Lake, please see Addendum No. 2 Attachment No. 1 "Final Bathymetry Report – Silveira".

Question 6. Looking at the chain link fence detail on plan sheet GC-4 it does not mention how often bracing will be required on long fence runs that are longer than 1,000 LF. Cal-Trans calls out bracing every 1,000 lineal feet if there in no corner or end posts prior to the 1,000 feet. Please clarify if this project will require bracing for the chain link fence in runs longer than 1,000 lineal feet between corner of end posts.

Response 6. Yes, a brace rail and diagonal truss rod are required on fence runs longer than 1,000 feet if there are no corner posts or end posts within 1,000 feet. See added Article 28.01.03.D for clarification above in this Addendum.

Question 7. When we looked at the Fence Detail for the Poppy Jasper Security Fence Detail 2 on sheet GC-4 shows 2 horizontal rails. When you look at the cross-section details "A" and cross section "B" it shows 3 rails. Please clarify how many horizontal rails are required for the Poppy Jasper Security Fence enclosure. This would greatly affect the cost for this type of fence.

Response 7. The Poppy Jasper Mine Security Enclosure is a 2-rail system per Article 28.12.03.C in the Project Specifications "Fencing, including gate materials shall be steel ornamental pale high security fence system and shall conform to Ameristar Impasse II Anti-Scale model, Gauntlet, 2 Rail style manufactured by Ameristar Perimeter Security Inc. in Tulsa Oklahoma, or approved equal."

Question 8. Sheet C29 for Watsonville Rd refer to sheet GC-8 for encasing detail for water and sewer line. Sheet GC-8 has no detail for encasing, only a collar detail.

Response 8. See Response to Question 25 in Addendum No. 1.

Question 9. Will the maintenance rds entering county road ways be required to be paved according to the county detail.

Response 9. Maintenance roads entering County roads will have a paved driveway approach per Detail B4 in the Santa Clara County Standard Details. This detail (Detail B4) is included in the Contract Documents in Appendix E4 of the Project Specifications. This requirement is described on the PP sheets where a maintenance road connects to a County road. At that location, a construction note (hex note 29) is called out. Hex note 29 refers the reader to Detail B4.

Question 10. Will maintenance roads require geotextile fabric be placed under the base rock?

Response 10. No. Geotextile fabric is not required under the maintenance road base rock.

Question 11. The response to Question 17 in Addendum 4 states that the District may consider actual damages if the Work is not completed within the Contact Time(s). This contradicts Paragraph 5.07A and may place excessive risk on the Contractor that cannot be quantified. Please confirm that only Liquidated Damages will be considered for delays in completion of the Work beyond the Contract Time(s).

Response 11. No, damages for late completion are not limited to liquidated damages.

Question 12. Is the Concrete/Rip Rap removal under the bridge at Buena Vista paid for under the Excavation item?

Response 12. Removal of the existing concrete and rip rap below Buena Vista Avenue shall be paid for under bid Item 41-7 Improvements at Buena Vista Avenue.

Question 13. Can you show where the bid item 25-2 Driveway, 2ea are located and the detail for it.

Response 13. There was a mistake in the quantity for Bid Item 25-2. The correct quantity is 1. Most driveways are part of Improvement Areas and paid for under Bid Items 41-1 through 41-7. One driveway is not in an Improvement Areas and is shown on sheet PP-59. See revised BID FORM NO. 1 (Rev 3) as ATTACHMENT 2 of this Addendum No. 5.

Question 14. Addendum 2, question 1 about micro sealing the counties roads, can Valley Water consider adding a bid item as an owner allowance for road repairs. This would equal the playing field, if no allowance one contractor may put nothing and another put 1 million.

Response 14. Work required to construct the maintenance road/driveways within in the County of Santa Clara roadways shall be per County Detail B4 in Appendix E4 of the Project Specifications and in accordance with the County Conditional Encroachment Permit in Appendix B7 of the Project Specifications.

This work shall be included in the Improvement Area Bid Items (Bid Item 41-1 to 41-7) or Bid Item 25-2 for Driveways. All repair work to the County roads due to Contractor's activities shall be paid for by the Contractor and no additional allowances shall be made.

Question 15. Addendum 4, Resp. 17 indicates that the District is reserving the right to seek actual damages in the event of a delay in the completion of a Project Milestone. Please confirm that the "actual damages" to which the District is referring are additional administrative, engineering and or staffing costs caused by Project delays, and not catastrophic third party damages that may be associated with a significant flood event, whether or not such event can be alleged to be caused in whole or in part by a delay in performance. The bidders cannot reasonably and responsibly price the latter category of risk.

Response 15. No, the District reserves its right to pursue recovery of damages, in addition to assessing liquidated damages.

Question 16. Addendum 4, Resp. 20 (and new Article 42.01.03.J.11) states that the Contractor will be the generator for . . . "any unauthorized releases of regulated materials occurring as a result of Contractor activities." Please confirm that this category of exposure applies only where "the regulated materials" were brought to the site by the Contractor. If the category of exposure above is also intended to apply to Contractor's handling of pre-existing hazardous materials, then the language should be modified as follows: "Contractor will be the generator for . . . any **negligent**, unauthorized releases of regulated materials occurring as a result of Contractor's activities." Contractor should only have exposure related to pre-existing hazardous materials if Contractor contributes to a release by **negligently**, handling, transporting or disposing of said materials in performing the work.

Response 16. Thank you for your comment. No change has been made to the specifications.

Question 17. The Special Specifications calls for the following: Reference projects should demonstrate Contractor has successfully installed three (3) or more similar restoration projects [defined as riparian and/or wetland restoration sites equal to or greater than five (5) acres in size] within the last three (3) years. Information shall be submitted with Contractor's bid for the Work. This is very limiting and only one or two landscape companies the most, if at all, may meet this requirement. Please consider lowering the acres requirements and increasing the 3 year time frame to much older jobs.

Response 17. See revision to Article 40.01.B. above.

Question 18. Are you aware of the numbering of the pages on your Bid Form 1 (Rev.2) for this project? I would like to make sure bidders are not missing any pages. The pages are numbered Page 1 of 11 through Page 10 of 11. However, there is no page 11. The next page of the bid form 1 is numbered Page 3 of 3. However, there is not a page 1 or a page 2. Please review the documents you provided in Addendum 4 and confirm there are no missing pages.

Response 18. There were no missing pages in BID FORM NO. 1 (Rev. 2) as part of Addendum No. 4. The pages were incorrectly numbered.

Please see the revised BID FORM NO. 1 (Rev. 3) (ATTACHMENT 2) in this Addendum No. 5 with the correct page numbers and updated quantities.

Question 19. I am aware the time for asking questions has expired but I wanted to see if we could clarify the timing for submittal of Escrow Documents. Section 3.14.04 Submittal – "no later than 5 p.m. on the second business day following the Bid opening Day". With the bid date moved to July 2nd the second business day will fall on Friday, July 5th. Many business, including ours, may be closed on the 5th. Would there be any consideration of the moving the submittal date to the following Tuesday, July 9th?

Response 19. See Response to Question No. 2.

THIS ADDENDUM NO. 5, WHICH CONTAINS 8 PAGES AND 3 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

Date: 6/27/19

Christopher Hakes, P.E.
Deputy Operating Officer
Dam Safety and Capital Project Delivery

Enclosures:

ATTACHMENT NO. 1 – TABLE OF CONTENTS (REV.1)
ATTACHMENT NO. 2 – BID FORM NO. 1 (Rev. 3)
ATTACHMENT NO. 3 – BID FORM NO. 10 (Rev. 1)

ATTACHMENT NO. 1
TABLE OF CONTENTS (REV.1)

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UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT

Phase 1: Reach 4, portion of Reach 5, Reach 7A, and Lake Silveira Mitigation

Project No. 26174052

Contract No. C0645

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

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ATTACHMENT NO. 2
BID FORM NO. 1 (Rev. 3)

Proposal Form and Bid Items

*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 **UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PHASE 1: REACH 4, PORTION OF REACH 5, REACH 7A, AND LAKE SILVEIRA MITIGATION**, 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 **2,095** 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 Santa Clara Valley Water District and provide the required bonds and insurance in accordance with Articles 4.13 and 11.02 of the Standard Provisions. If the Bidder fails to meet these requirements within the time specified in Article 11.02 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: $ _____

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.

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):	

*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
13-1	Mobilization/Demobilization	Lump Sum / Lump Sum		
13-2	Dispute Resolution/Review Board	Lump Sum / Lump Sum	$50,000	$50,000
13-3	Professionally Facilitated Project Partnering	Lump Sum / Lump Sum	$50,000	$50,000
14-1	Surveying	Lump Sum / Lump Sum		
15-1	Site Review and Monitoring of Project Limits and Vicinity	Lump Sum / Lump Sum		
17-1	Noise Monitoring	Lump Sum / Lump Sum		
18-1	Compliance with NPDES General Permit	Lump Sum / Lump Sum		
18-2	Compliance with Regulatory Permits	Lump Sum / Lump Sum		
19-1	Contractor's Quality Control	Lump Sum / Lump Sum		
22-1	Clearing and Grubbing	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-2	Demolition	Lump Sum / Lump Sum		
22-6	Remediation Sites	Lump Sum / Lump Sum		
22-7	Monitoring Well Destruction	1 / Each		
22-9	Control of Water	Lump Sum / Lump Sum		
22-10	Initial Himalayan Blackberry Control	94 / 1/8 Acre		
22-11	Initial Giant Reed Control	2 / 1/8 Acre		
22-12	Initial Yellowflag Iris Control	Lump Sum / Lump Sum		
22-13	Non-Native Noxious and Invasive Plant Control Event	8 / Each Event		
22-14	Standing Snag Habitat Feature	Lump Sum / Lump Sum		
22-15	Himalayan Blackberry Follow-up Herbicide Event	8 / Each Event		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
22-16	Giant Reed Follow-up Herbicide Event	8 / Each Event		
23-1	Excavation	745,000 / Cubic Yards		
23-2	Fill at Lake Silveira	110,000 / Cubic Yards		
23-3a	Bedload Material Storage	3,500 / Cubic Yards		
23-3b	Bedload Material Placement	2,200 / Cubic Yards		
23-4	Topsoil	111,000 / Cubic Yards		
25-1	Bike Trail Pavement	20 / Cubic Yards		
25-2	Driveway	1 / Each		
25-4	Maintenance Roads	15,000 / Cubic Yards		
25-5	Access Ramps	16 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
26-4	18-inch RCP Storm Drain - New	140 / Linear Feet		
26-8	36-inch RCP Storm Drain – Modification	1 / Each		
26-10	18-inch RCP Storm Drain Modification	1 / Each		
26-15	Type 3 Outlet at Station 485+10	Lump Sum / Lump Sum		
27-1	Traffic Control	Lump Sum / Lump Sum		
28-1	Uncoated Chain Link Fence (Type A1)	4,600 / Linear Foot		
28-2	Black Vinyl Coated Chain Link Fence (Type A2)	45,000 / Linear Foot		
28-3	Orange Fence (Exclusion Fence)	108,000 / Linear Foot		
28-4	Chain Link Gates – Single Swing Gate	5 / Each		
28-5	Chain Link Gates – Double Swing Gate	25 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
28-6	Miscellaneous Fencing	Lump Sum / Lump Sum		
28-7	Poppy Jasper Mine Security Enclosure	Lump Sum / Lump Sum		
30-1	Rock Slope Protection	5,300 / Ton		
30-2	Type 1 Grade Control Structures	13 / Each		
30-7	Chute and Pool Feature on Llagas Creek (Sta. 239+00 C-Line-1)	Lump Sum / Lump Sum		
30-8	Chute and Pool Feature on Llagas Creek Near Lake Silveira (Sta. 4005+00 C-Line-4)	Lump Sum / Lump Sum		
30-9	Instream Complexity Structure – Log-Rootwad Structure	163 / Each		
30-10	Instream Complexity Structure – Combination Log-Rootwad Boulder Structure	1 / Each		
30-11	Instream Complexity Structure – Stream Boulder	41 / Each		
30-12	Instream Complexity Structure – Triangular Boulder Cluster	37 / Each		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
30-13	Instream Complexity Structure – Wing Deflector	2 / Each		
30-14	Instream Complexity Structure – Coarse Woody Habitat	14 / Each		
30-16	Instream Complexity Structure – Spider Structure	1 / Each		
30-17	Erosion Control Blanket	3,200 / Square Yard		
34-3	18-inch Flap Gate	2 / Each		
40-1	Planting Area Preparation	Lump Sum / Lump Sum		
40-2	Single-Log Installation	32 / Each		
40-3	Five-Log Pile Installation	43 / Each		
40-4	Broadcast Seeding	7 / Acres		
40-5	Hydroseeding	75 / Acres		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-9	Irrigation Standpipe System	Lump Sum / Lump Sum		
40-10	Irrigation Automated System	Lump Sum / Lump Sum		
40-11	Irrigation Sleeve	1,000 / Linear Foot		
40-12	Planting	Lump Sum / Lump Sum		
40-19	Establishment Maintenance	36 / Month		
41-1	Improvements at Lake Silveira	Lump Sum / Lump Sum		
41-2	Improvements at Watsonville Road	Lump Sum / Lump Sum		
41-3	Improvements at Middle Avenue	Lump Sum / Lump Sum		
41.4	Improvements at Monterey Road	Lump Sum / Lump Sum		
41-5	Improvements at Masten Avenue	Lump Sum / Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
41-6	Improvements at Rucker Avenue	Lump Sum / Lump Sum		
41-7	Improvements at Buena Vista Avenue	Lump Sum / Lump Sum		
41-29	Culvert at Drainage E (Station 183+75)	Lump Sum / Lump Sum		
41-30	Culvert at Drainage F (Station 113+50)	Lump Sum / Lump Sum		
41-31	Culvert at Rucker Creek (Station 108+00)	Lump Sum / Lump Sum		
41-32	Culvert at Church Creek (Station 707+00)	Lump Sum / Lump Sum		
42-1	Removal and Legal Disposal of Hazardous Waste Materials	3,300 / Cubic Yard		
42-2	Removal and Legal Disposal of Non-Hazardous Waste (Class II) Material	6,500 / Cubic Yard		
42-3	Excavated Materials Management	Lump Sum / Lump Sum		
TOTAL BASE BID		**SECTION A: SUBTOTAL**		

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
SECTION B: SUPPLEMENTAL CONTRACT ITEMS These Bid Items may or may not be required. They may be deleted entirely or in part at the sole discretion of the District. See Section 20.01.03 of these Specificatons				
22-8	Water Well Destruction	1 / Each		
23-3c	Imported Bedload Material	2,000 / Ton		
30-5	Grade Transition Structure at East Little Llagas Creek (Sta. 709+00 C-Line-2)	Lump Sum / Lump Sum		
40-6	Hydroseed Irrigation	1 / Event		
40-7	Broadcast Re-Seeding	9 / 1/8 Acre		
40-8	Hydroseed Re-Seeding	14 / Acre		
40-13	Foliage Protection Cage Installation	100 / Each		
40-14	Root Protection Cage	100 / Each		

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

SECTION B — SUPPLEMENTAL CONTRACT ITEMS

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY / UNIT	UNIT PRICE	TOTAL
40-15	Supplemental Plug Container Plants	100 / Each		
40-16	Supplemental Giant Reed Follow-up Herbicide Control Event	2 / Event		
40-17	Supplemental Himalayan Blackberry Follow-up Herbicide Control Event	3 / Event		
40-18	Giant Reed Biomass Removal	1 / Thousand Square Feet		
40-20	Cutting Installation	100 / Each		
TOTAL SUPPLEMENTAL BID		**SECTION B SUBTOTAL:**		
TOTAL BID (SECTION A SUBTOTAL + SECTION B SUBTOTAL)				

Total Bid (Section A Subtotal + Section B Subtotal) will be used to determine the lowest bid.

ATTACHMENT NO. 3
BID FORM NO. 10 (Rev. 1)

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Santa Clara Valley Water District

BID FORM NO. 10 (Rev.1)

Escrow Bid Documents Certification of Completeness

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ESCROW BID DOCUMENTS

The Escrow Bid Documents must be submitted in a sealed container separate from the Bid Proposal no later than 5 p.m. on the first Monday following the bid opening day. Each container shall be clearly marked on the outside with the bidder's name, date of submittal, Project name, and the words
"Escrow Bid Documents." Timely submission of these Forms is considered **material** by the District. Submission of Documents is only required from the firms submitting the three apparent low bids.

The Escrow Bid Documents shall be accompanied by **Bid Form No. 10—Escrow Bid Documents Certification of Completeness** and shall be signed by the individual authorized by the bidder to execute the Bid Proposal, stating that the material in the Escrow Documents constitutes all of the documentary information used in preparation of this bid, and that he/she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

The Escrow Bid Documents shall clearly itemize and separate the estimated cost of performing each bid item contained in the bid. Bid items should be separated into sub-items consistent with the Schedule of Values format to present a detailed cost estimate. Crews, equipment, estimated quantities, and the rate of production shall be detailed. Increments of cost shall include, but not be limited to, such items as direct labor, permanent materials, supplies, consumables, subcontracts, equipment charges, and allocations of overheads and profit. Plant, equipment, and indirect costs should be detailed. All costs included in the bid prices must be specifically identified and the methods of application described.

The Escrow Bid Documents shall include all quantity take-offs, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives and all other information used by the bidder to arrive at the prices contained in its bid.

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents for the

_____

_____

The Escrow Bid Documents have been prepared in accordance with Article 3.14 of the specifications.

I Certify that the Escrow Bid Documents Submitted by _____

_____

have been personally examined by me, that the material in the Escrow Bid Documents constitutes all of the documentary information used in preparation of this Bid and the Escrow Bid Documents for each subcontractors whose total subcontract price exceeds 10 percent of the Total Bid is included.

The Escrow Bid Documents of the following subcontractors are included:

_____

_____

_____

SIGNATURE BLOCK (Signature Block must be completed in *ink* and changes must be *initialed.*)	
Bidder's Signature:	Date:
Bidder's Name and Title (Print):	

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