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

February 8, 2021

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

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

BID DOCUMENTS

1. **CHANGE** the Bid Opening Date to:

   "**Wednesday, March 17, 2021**.

   All references of the bid opening date in the contract documents will be replaced by this addendum."

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

2. **DELETE** Article 12.13.01.C.

3. **REPLACE** Article 15.05.03.H with:

   "H. Contractor's attention is directed to Appendix B of these Specifications regarding District furnished temporary construction easements and temporary permission to enter agreements regarding provisions, terms, conditions, including temporary use work window and duration. At the time of construction advertisement, file no. 5027-177 Kerr temporary construction easement was being routed by the parties for execution. Contractors shall assume the Kerr right of way documents will be executed by the parties per their terms and conditions prior to District's Phase 2A Construction Contract issuance of the Notice to Proceed."

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TECHNICAL PROVISIONS

4. **DELETE** Article 23.01.06.B.1, B.2, and B.5.

5. **ADD** Article 23.01.06.C:

   "C. For Geotechnical Reports that are considered Contract Documents, the Contractor's attention is direct to Article 12.13.01, Geotechnical Reports."

6. **DELETE** Article 24.05.04.A.1 and A.2.

7. **REPLACE** Article 24.05.06.01.E.3 with:

   "3. The maximum inject pressure (refusal pressure) for pre-excavation surface grouting shall not be more than 1.1 psi/ft of cover unless acceptable to the Engineer."

8. **REPLACE** Article 24.06.04.02.A.2 and A.3 with:

   "2. Provide equipment utilizing internal combustion engines **within the tunnel conforming** to Cal/OSHA requirements for a "**gassy**" tunnel.

   3. Provide electrical equipment or services **within the tunnel** conforming to Cal/OSHA requirements for a "gassy" tunnel."

9. **ADD** Article 24.06.09.A.3:

   "3. Full compensation for doing all Work necessary to furnish, install, and remove the temporary sound barrier shall be included TEMPORARY SOUND BARRIER Bid Item No. 24-6."

10. **DELETE** Article 24.07.07.D.4.m. that states "Sequence of mining up to and past the temporary vent drilled shaft if used."

11. **DELETE** Article 24.08.01.F.

12. **REPLACE** Article 24.08.03.A.2 with:

   "2. **Stop blasting if any of the conditions in Article 24.08.03.E, Suspension of Blasting, occur, or if the requirements in Article 28.08.03.C, Warning Systems, have not been met.** The Engineer's decision to stop blasting will be final."

13. **ADD** Article 24.10.06:

   "**24.10.06. Measurement**

   A. Measurement for temporary sound barrier shall be per linear foot of temporary sound barrier completely supplied, installed, and removed by the Contractor and accepted by the Engineer."

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14. **ADD** Article 24.10.07:

"24.10.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals required to install and remove the temporary sound barrier, measured as specified, shall be on a contract unit price per linear foot for TEMPORARY SOUND BARRIER, Bid Item No. 24-6, which price shall include all costs in connection therewith.

1. Full compensation for doing all Work necessary to provide quality control including testing shall be included in the lump sum price for Bid Item 19-1, Contractor's Quality Control."

15. **REPLACE** Article 42.02.03.D with:

"D. The sampling frequency required for determining the asbestos content of any aggregate material shall be no less than one composite sample per 1,000 tons **(or approximately 400 cubic yards)** of aggregate material processed as specified in CARB Test Method 435, unless the Air Pollution Control Officer (APCO) approves an alternative sampling frequency."

APPENDICES

Appendix B

16. **REPLACE** Appendix B9 - Haynes Temporary Construction Easement recorded Deed (ATTACHMENT NO. 1)

17. **REPLACE** Appendix B9 – MHUSD fully executed Right of Entry Permit (ATTACHMENT NO. 2)

Appendix F

18. **REPLACE** the first bullet in Section 7.5 on Page 14 of Appendix F8 - Geotechnical Baseline Report with:

"For baseline purposes, the Contractor should assume the following groundwater inflows for the different ground classes:

- Ground Class I: 25 gpm/100-ft of tunnel.
- Ground Class II: 50 gpm/100-ft of tunnel.
- Ground Class III: 100 gpm/100-ft of tunnel."

19. **REPLACE** the first bullet under Section 1.3 of Appendix F8 - Geotechnical Baseline Report with:

"1. Provide the sole source of interpretation related to the subsurface conditions along the tunnel and at the portal."

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20. **ADD** the following Table 4 to Appendix F8 - Geotechnical Baseline Report on page 26:

Table 4. Percentage of Ground Classes by Reach

Reach No.	Reach Length (ft)	Ground Classes
1	310	95% of GC II and 5% of GC III
2	450	10% of GC I, 85% of GC II, and 5% of GC III
3	250	95% of GC II and 5% of GC III
4	1,050	90% of GC I and 10% of GC II
5	73	95% of GC II and 5% of GC III

Appendix G

21. **ADD** Appendix G2 – City of Morgan Hill, Warren Avenue and Hale Avenue Improvement Project Record Drawings (ATTACHMENT NO. 3).

MAP AND CONSTRUCTION PLANS

DRAWINGS

22. **REPLACE** on Sheet No. TU-5 dimension with:

"FOR DEPTH, SEE THE RANGE OF GROUND COVER WITHIN EACH ZONE INFORMATION IN THE TABLE TITLED 'SURFACE GROUTING ZONE INFORMATION TABLE' ON THIS SHEET".

23. **REPLACE** on Sheet No. TU-7 callout with "CCTV Line (see Note 2 on Sheet No. TU-6)".

24. **DELETE** on Sheet No. TU-7 and TU-8 callout "(SEE NOTE 3)"

25. **REPLACE** on Sheet No. TU-3 callout with "Shotcrete Lagging".

GENERAL QUESTIONS AND RESPONSES

Question 1. (January 29, 2021)

Provide clarification of Specification Volume 1 24.06.04 Materials and Equipment paragraph 2. and 3. Requiring equipment and electrical to meet Cal/OSHA "Permissible Tunnel" and "Gassy Tunnel" requirements. Whereas Specification Volume 2 Appendix B II provides the Cal/OSHA determination of "Potentially Gassy with Special Conditions"

The term "Permissible" is associated with the U.S. Bureau of Mines "MSHA" and is referenced by Cal/OSHA when addressing "extra hazardous" classifications California Title 8 article 24 section 7955 (d) and 7980.

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Response 1.

While the tunnel is classified as “Potentially Gassy with Special Conditions,” the contract is requiring equipment in the tunnel conform with Cal/OSHA requirements for a “gassy” tunnel. In the event gassy conditions are encountered during construction, replacement of the equipment in the tunnel is not required. Please see item no. 8 of Addendum No. 2.

Question 2. (January 29, 2021)

Volume 1 of 2 Section 17.02 states that the Work by the Contractor shall occur only between the hours of 7:00 am and 8:00 pm Monday through Friday and 9:00 am to 6:00 pm on Saturday. Contrary to this, Spec Section 24 seems to allow shift work work to be proposed. Please clarify whether the Tunnel Construction is subject to the Work Hours stated in Section 17.02.

Response 2.

The City of Morgan Hill has approved the hours of work in Article 17.02 of the Project Specifications. The Tunnel Contractor may propose an alternative work schedule, however any hours of work outside of the pre-approved hours in Article 17.02 are subject to prior approval by the City of Morgan Hill and the Engineer.

Question 3. (January 29, 2021)

Appendix B, Section B11 includes the Cal/OSHA Underground Classification of "Potentially Gassy with Special Conditions." Contrary to this classification is Spec Section 24.06.04.02, sub-section A2 and A3, which says that equipment must conform to requirements of a Cal/OSHA gassy and permissible tunnel. It will be a significant cost increase to our Bid Price to have all equipment and electrical gear comply with the requirements for a gassy tunnel (Class I Div. 1) vs a potentially gassy tunnel. Please clarify which is correct for the purpose of our bid.

Response 3.

Please see response on Question No. 1 of Addendum No. 2.

Question 4. (January 29, 2021)

Section 24.07.07 D.4.M states that a temporary drilled vent shaft is optional. Please indicate the location of this shaft.

Response 4.

The temporary drilled vent shaft was eliminated from the project. Reference to the temporary vent shaft in the specifications will be deleted. Please see item no. 10 of Addendum No. 2.

Question 5. (January 29, 2021)

In the Geotechnical Baseline Report Section 6.3, it states that "A power pole at the southwest corner of Nob Hill Terrace and Del Monte Avenue is located adjacent to or directly over the tunnel alignment. The power pole is to be relocated by others before

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starting the grouting and tunnel excavation." Please clarify if the relocation of this power pole shall be included in the Bid Price. Also, provide details as to the method for restoring the abandoned hole. If so under what bid item shall this be paid?

Response 5.

As shown on Sheet No. PP-7, the power pole on the southwest corner of Nob Hill Terrace and Del Monte Avenue will be relocated by others in advance of the grouting and tunnel work on this Project. Relocation of the power pole shall not be paid for as part of the Phase 2A contract. The abandoned power pole hole will be backfilled with controlled low strength material (CLSM).

Question 6. (January 29, 2021)

In the Geotechnical Baseline Report Section 7.5, it states groundwater inflow rates in each of the three different Ground Classes. Please clarify the time frame for these rates (i.e. gal / ft of tunnel per minute, per hour, per day?).

Response 6.

The term “gal” should be “gpm” or gallons per minute. Please see item no. 18 of Addendum No. 2.

Question 7. (January 29, 2021)

Article 17.03.01.C - Noise and vibration monitoring specifications section states "Material stockpiles and mobile equipment staging, parking, and maintenance and equipment staging areas shall be located as shown on the Drawings. Limited staging may be allowable with permission from the Engineer elsewhere within the construction work limits. " Please confirm that the area within temporary sound barrier limits at staging area 2A-1 can be used for contractor staging.

Response 7.

Staging within the temporary sound barrier at Staging Area 2A – 1 is allowable.

Question 8. (January 29, 2021)

Please confirm that Warren Avenue can be used for deliveries to staging area 2A-1.

Response 8.

Deliveries at Warren Avenue are not permitted. Warren Avenue is not an approved haul route. The approved Project haul route are shown on Sheet TR-1 West Main Avenue.

Question 9. (January 29, 2021)

Dwg Sheet D-5: Notes 13 and 14 state: "The upper portion of this building has been removed. This area has existing concrete foundations and structure slabs. Contractor shall remove all existing miscalleneous concrete including reinforced concrete foundation and slabs within ROW and as necessary to construct improvements." Please provide dimensions of the existing concrete foundations and structure slabs.

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Response 9.

Dimensions for foundations and structure slabs will not be provided. In accordance with Article 22.03.01.B “Record Drawings of all existing facilities are not available. Available record drawings are discussed in Article 12.13.05. Record Drawings. The Contractor is responsible for familiarizing itself with the actual field conditions. Attention is directed to existing facilities to be abandoned, removed, salvaged, or relocated, as shown on the Drawings. The District cannot guarantee that these facilities are constructed to the dimensions shown on the plan. No additional payment or deductions will be made for differences in the dimensions, number or type of facilities shown on the plans and the actual field conditions.”

Question 10. (January 29, 2021)

Dwg Sheet TU-5 - Primary and secondary surface grouting before tunnel excavation detail indicates grouting sleeves to be 15 feet or less in length. The detail also directs the grouting zone to extend into tunnel horizon. Surface grouting zone information table indicates zones with well over 15 feet of ground cover in certain areas. Please clarify whether the surface grouting sleeves have be up to 15 feet in length or extend deep enough to ensure grouting zone reaches tunnel horizon.

Response 10.

Sheet No. TU-5, the detail titled “Primary and Secondary Surface Grouting Before Tunnel Excavation” the dimension is hereby revised from “15’ OR LESS” to “FOR DEPTH, SEE THE RANGE OF GROUND COVER WITHIN EACH ZONE INFORMATION IN THE TABLE TITLED ‘SURFACE GROUTING ZONE INFORMATION TABLE’ ON THIS SHEET”. Please see item no. 22 of Addendum No. 2.

Question 11. (January 29, 2021)

GBR 1.3 identifies “Project design elements that are the contractual responsibility of McMillan Jacobs” that include “Initial ground support for the tunnel excavation based on ground class”. This seems to conflict with specification 24.09.01.A and Drawing TU-1 Note 1 which indicate that the Contractor will design the initial support for the tunnel. Please clarify which is correct.

Response 11.

Please see item no. 19 of Addendum No. 2.

Question 12. (January 29, 2021)

Drawing TU-7 Includes a reference to “CCTV Line (see Note 2)”. There is no Note 2 on this drawing. Please clarify.

Response 12.

The cited callout on TU-7 is revised to read “CCTV Line (see Note 2 on Sheet No. TU-6)”. Please see item no. 23 of Addendum No. 2.

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Question 13. (January 29, 2021)

Drawing TU-7 Includes a reference to "STA 603+07 (see Note 3)". There is no Note 3 on this drawing. Please clarify.

Response 13.

DELETE the reference to "(SEE NOTE 3)" in the cited callouts on TU-7 and TU-8. Please see item no. 24 of Addendum No. 2.

Question 14. (January 29, 2021)

Specification 42.02.03.AD indicates an asbestos sampling frequency of "no less than one composite sample per 1,000 tons. However, measurement and payment for this work (Spec 42.02.07) is by the cubic yard. The bid quantity for item 42-4 (12,000 CY) seems to nearly correlate to 100% of the excavated tunnel yardage. Please clarify how tons and cubic yards will be correlated for payment purposes? Since testing frequency is determined by weight, there is no way to segregate overbreak excavation. Please confirm that the measured quantity (cubic yards) will include overbreak.

Response 14.

Specification Article 42.02.03.D shall be revised to include a cubic yardage testing frequency. See item no. 15 of Addendum No. 2. In accordance with Article 42.02.06.A, the measured quantity (cubic yards) is measured per neat line as shown on the drawings, so overbreak is not included. Contractor should adjust their bid accordingly.

Question 15. (January 29, 2021)

Specification 24.08.01.F indicates "Do not use explosives as a means of transporting material outside the excavation prism." Please clarify the term "excavation prism" and clarify the intention of this specification.

Response 15.

See item no. 11 of Addendum No. 2.

Question 16. (January 29, 2021)

Specification 24.08.03.A.2 indicates "Blasting will not be permitted when in the opinion of the Engineer it may be detrimental to existing structures…." Please clarify the criteria that will be used to make this determination and or identify areas where blasting will be prohibited. This information is normally provided in the bid documents before bids are submitted.

Response 16.

See item no. 12 of Addendum No. 2.

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Question 17. (January 29, 2021)

GBR Section 7.5 provides baseline quantities for groundwater inflows measured as "gal/ft of tunnel" which does not indicate a meaningful "rate" of water inflow which would normally be measured as "gpm" or "gpm/ft of tunnel". Please clarify.

Response 17.

See item no. 18 of Addendum No. 2.

Question 18. (January 29, 2021)

BI24-5, Drawings TU-1 & 2: To provide for fair pricing, please provide a baseline quantity for the percentage or tunnel lineal feet of each ground classification (I/II/III).

Response 18.

The percentage of Ground Classes (GC) by reaches are provided on Item No. 20 of Addendum No. 2.

Question 19. (January 29, 2021)

The GBR Section 7.5 provides a baseline quantity for groundwater inflow in each ground classification, are these values stated as "as excavated" before installation of the ground support/grouting?

Response 19.

Yes, the values are before installation of ground support/grouting.

Question 20. (January 29, 2021)

Specification 24-07 requires probe drilling 20 feet ahead of the tunnel face for groundwater and potential gas. How many probe holes will be required per time? What is the threshold value for initiating pre-excavation grouting? If pre-excavation grouting is performed from the tunnel, how will the cost be paid for?

Response 20.

Section 24.07.05.02.A requires a single probe hole. The threshold value for grouting would be when the inflows exceed the rates established in the GBR. Pre-excavating grouting from the tunnel to control inflows exceeding the values established in the GBR would be a Differing Site Condition and resolved in accordance with Article 3.09.

Question 21. (February 2, 2021)

Specification 24.06 references Portal Excavation work included in Bid Item 25-5. The scope of work in subsection 24.06.01.D includes the Temporary Sound Barrier. However, Specification 24.10 indicates that the Temporary Sound Barrier is included in Bid Item 24-6. Please clarify which is correct.

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Response 21.

We assume there is a typo in the question and the first sentence to the question was supposed to be, “Specification 24.06 references Portal Excavation work included in Bid Item 24-5.”. The temporary sound barrier will be paid for per linear feet under Bid Item 24-6. See item no. 14 of Addendum No. 2.

Question 22. (February 2, 2021)

Specification 14.03.01.D.2 indicates that “PG&E will be completing work related to 15.02.03, Utility Installation/Relocation by Others”. Please provide a schedule for PG&E work. In particular, please clarify when PG&E will complete gas line relocation shown on Drawings TU-8.

Response 22.

PG&E has indicated they anticipate completing their gas relocation work on Del Monte Avenue, north of West Dunne Avenue, as shown in Appendix H, prior to Valley Water’s issuance of the Contract 3A Notice to Proceed. However, PG&E’s schedule is subject to change. In accordance with Article 26.05.03.03.A.1, the Contractor shall verify the work has been completed prior to beginning construction at this location.

Question 23. (February 2, 2021)

Drawing TU-2, Section 4 indicates “Shotcrete lagging to face of rib” for Initial Support Ground Class III. However, Drawing TU-3 Section to shows “lagging or shotcrete” between steel ribs for Ground Class III. Please clarify which is correct?

Response 23.

Refer to item no. 7 of Addendum No. 1 regarding responsibility for design of initial ground support. The referenced callout on Sheet No. TU-3 is revised from “lagging or shotcrete” to read “Shotcrete Lagging”. See item no. 25 of Addendum No. 2.

Question 24. (February 2, 2021)

Specification 24.05.04.A.1. indicates “No toxic or poisonous substances shall be included in the grout mix or otherwise injected into the ground in conjunction with the grouting operations”. As far as we know, Type III cement and all other potential grout additives are toxic. Please clarify what grout materials would be acceptable for this work.

Response 24.

See item no. 6 of Addendum No. 2.

Question 25. (February 2, 2021)

The maximum injection pressure in specification 24.05.06.01.E.3 seems low. Ground conditions indicated in the geologic data and reports suggest that higher pressures may be required to achieve grout penetration the rock mass. Please clarify.

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Response 25.

The design intent is to fill voids, consolidate the ground, harden/strengthen the material in the tunnel crown, prevent settlement of the road surface, while avoiding heaving the ground and damaging the utilities above the tunnel. The injection pressures are low in an effort to protect the existing utilities. Once mobilized, grouting started, and ground responses established, variations and increases of the injection pressure would be acceptable provided the utilities are not damaged or compromised. In accordance with Article 24.05.06.01.E.3, a higher pressure can be used if acceptable to the Engineer. See item no. 7 of Addendum No. 2.

Question 26. (February 2, 2021)

The grout refusal criteria in specification 24.05.06.01.E.4 seem low. Industry standard would be at least 1.25 psi/ft of cover for sand and would likely be higher for weathered rock. Please clarify.

Response 26.

See the response to Question No. 25 of Addendum No. 2.

Question 27. (February 2, 2021)

Drawing TU-4 shows grout sleeves the are roughly equal depth from the existing surface. Typically, the depth of grout sleeves would vary such that the sleeves (and the grout) would reach the intended ground zone at or near the tunnel crown. Please clarify whether grout sleeves and grout zones are intended to intercept the tunnel envelope.

Response 27.

See response to Question No. 10 of Addendum No. 2.

Question 28. (February 2, 2021)

Please provide as-built information including manhole depths for the utilities on Warren Avenue and Hale Avenue on drawing D-5.

Response 28.

City of Morgan Hill As-Builts have been added to Appendix G. See item no. 21 of Addendum No. 2.

Question 29. (February 2, 2021)

Please verify that underpinning will not be required for utilities at Warren Avenue and Hale Avenue. Is it the intention that Pre-Excavation Surface Grouting will be adequate to prevent settlement of these utilities from tunnel excavation work?

Response 29.

Underpinning of the utilities at Warren and Hale Avenues is not required. The design intent of the surface grouting is to fill voids, consolidate the ground, harden/strengthen the material in the tunnel crown, while avoiding heaving the ground and damaging or

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compromising the utilities above the tunnel. Preventing the settlement of the utilities from tunnel excavation is part of the intent.

Question 30. (February 2, 2021)

Reference specification 4.14 Payment of Taxes. Please verify that the project is not tax exempt.

Response 30.

The Upper Llagas Creek Flood Protection Project Phase 2A is not tax exempt.

Question 31. (February 2, 2021)

There are a number of inconsistencies in the provisions of the Contract related to Geotechnical conditions. For example, Standard Provision 2.01 states that the appendices, which include the geotechnical reports, are Contract Documents. However, Technical Provision Section 23.01.06 says the geotechnical information is not part of the Contract Documents. Please confirm that the geotechnical reports, including the GBR and GDR, are Contract Documents. In addition, Standard Provision 2.05 and Special Provision 12.13 indicate that these reports are for information only and that we cannot rely on these reports. This is inconsistent with the whole concept of having a Differing Site Condition Clause as outlined in Standard Provision 3.09. Please confirm that notwithstanding any contrary provisions, the Contractor can rely on the geotechnical information provided and that 3.09 gives us the right to an adjustment in costs and time should conditions be different than indicated.

Response 31.

The Geotechnical Reports listed below are a part of the Contract Documents. All other Geotechnical Reports are provided for reference only.

1. URS. *Geotechnical Investigation Upper Llagas Creek Flood Protection Project Santa Clara County, California.* Upper Llagas Technical Studies, Project No. 26174053 Agreement No. A2951A, Prepared for Santa Clara Valley Water District, July 27, 2006.
2. Geo-Logic Associates (dba Pacific Geotechnical Engineering). *Geotechnical Investigation: Upper Llagas Creek Flood Protection Project; Santa Clara, California,* February 22, 2019.
3. McMillen Jacobs Associates. *Upper Llagas Creek Flood Control Project, Geotechnical Baseline Report: Nob Hill Tunnel, Santa Clara County,* November 2020.

See item no. 2 and 5 of Addendum No. 2.

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Question 32. (February 4, 2021)

With respect to Builders' Risk / All Risk coverage, as follows:

a) What are the sublimits of coverage required for Quake, Flood and Soft Costs. These coverage limits are required in order to obtain quotations.
b) What are the sublimits of coverage for "materials in transit" and "materials in approved offsite storage locations"?

c) Deductibles for the perils of quake & flood are normally set at 2 ½% to 5% of the total value claimed, is this acceptable?

Response 32.

The sublimits should be what is generally accepted in the industry and is left to the judgment of the General Contractor.

Question 33. (February 4, 2021)

Normally, deductibles or SIR for Professional / E&O Liability are set at $500,000, is this SIR value acceptable?

Response 33.

Deductible for Professional/Errors and Omissions Liability shall be in accordance with Article 13.16.01.F of the Project Specifications.

Question 34. (February 4, 2021)

With respect to the prescribed Guaranty Bond (see attached sample), it appears a more appropriate Bond would be a Maintenance Bond. Additionally, the term of the Bond should only be for years two and three of the proposed extended warranty Bond. The Contractor provided Performance & Payment Bond remains in full force and effect for 100% of the final Contract Value at the time of Final Completion/Acceptance for one (1) year. The Maintenance Bond at the prescribed value of fifteen percent (15%) of the Final Contract Value would be in full force and effect for years two & there of the extended warranty period.

Response 34.

Guaranty Bond shall be in accordance with Article 11.02 of the Project Specifications.

Question 35. (February 4, 2021)

There is not a Traffic Control Plan provided for the work north of the tunnel on Hale Ave. and West Main St. The box culvert and utility work will require the entire roadway. Can a traffic detour be setup to allow construction on Hale Ave? Can a traffic detour be setup to allow construction crossing West Main St?

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Response 35.

The Contractor is required to maintain two-way traffic on Hale Avenue and W. Main Avenue. Conceptual staging/traffic control plans have been provided in Appendix I of the Specifications. The Contractor is responsible for the preparation of the Traffic Control Plans, which shall be submitted for prior approval by the City of Morgan Hill and the Engineer. Contractor requests for nighttime temporary road closures would be subject to prior approval from the City and the Engineer.

Question 36.

Will digital signatures be acceptable on bid forms? Covid protocols have made it more difficult to provide wet signatures (especially on late addendums and changed bid forms) and electronic bidding and digital signatures have become accepted by many agencies.

Response 36.

District is not yet equipped to accept electronic copies of the bid proposal.

Question 37.

Bidders Statement of Qualifications requires a Project Superintendent, Blasting Supervisor, and a Grouting specialist. Can the same person be used for multiple positions; such as can the Project Superintendent and the Blasting Supervisor be the same person if they meet both qualifications?

Response 37.

The qualified Project Superintendent, Blasting Supervisor and Grouting Specialist can be the same individual provided the individual meets all the required qualifications.

THIS ADDENDUM NO. 2, WHICH CONTAINS 14 PAGES AND 3 ATTACHMENTS (57 PAGES), IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:
Rechelle Blank
0729D65C492A46F...

Date: 2/8/2021

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

Enclosures:

ATTACHMENT NO. 1: APPENDIX B – HAYNES TCE

ATTACHMENT NO. 2: APPENDIX B – MHUSD ROE

ATTACHMENT NO. 3: APPENDIX G – CITY OF MORGAN HILL WARREN AND HALE AVENUE AS-BUILTS

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ATTACHMENT NO. 1

APPENDIX B9 - HAYNES TEMPORARY CONSTRUCTION EASEMENT RECORDED DEED

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Recording Requested by:
Old Republic Title Co.
Order 12595

This document was electronically submitted to Santa Clara County for recording

24784745

Regina Alcomendras
Santa Clara County - Clerk-Recorder
01/13/2021 09:05 AM

Titles: 1 Pages: 8
Fees: $0.00
Tax: $0.00
Total: $0.00

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

AFTER RECORDING RETURN TO:

REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

APN: 767-05-038

DOCUMENT NO.: 5012-201

TEMPORARY CONSTRUCTION EASEMENT

Kyle Haynes and Kami Haynes, husband and wife, hereinafter referred to as "Grantor," grants to the Santa Clara Valley Water District, a Special District, created by the California Legislature (District) hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of Morgan Hill, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in "Exhibit A" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the easement.

2. This easement is necessary for the purpose of constructing the Upper Llagas Creek Flood Protection Project and related activities incident to construction.

3. This temporary construction easement shall not be revoked and shall continue in full force and effect for a period of seven (7) months beginning on a date between May 1, 2021 and May 1, 2022 provided that written notification by District is given at least 30 days prior to the intended start date of the TCE to the Grantor. The temporary construction easement shall terminate 7 months from the District's notification start date but in no event later than December 1, 2022.

4. Grantor acknowledges that Grantee will remove all vegetation from the area covered by this temporary construction easement as required to construct the Project improvements, including realigning existing West Little Llagas Creek off of Grantor's property. Once West Little Llagas Creek has been realigned, Grantee will install clean fill material (not planted/seeded) compacted to 85% relative compaction to match the elevation of the area to that of the adjacent property owned by the Grantor. Grantee will keep area covered by the easement clean and remove all debris related to its construction.

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5. Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever; arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

Dated this 16 day of October, 2020

Kyle Haynes

Kami Haynes

DOCUMENT NO.: 5012-201

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this 16th day of October, in the year 2020, before me SUSAN L. TURNER

Notary Public, personally appeared KYLE HAYNES and KAMI HAYNES
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

SUSAN L. TURNER
Notary Public - California
Santa Clara County
Commission # 2181461
My Comm. Expires Jul 29, 2020

The notary commission extended pursuant to Executive Order N-63-20

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- [X] Individual
- [ ] Corporate Officer(s): _____
- [ ] Partner(s) [ ] Limited [ ] General
- [ ] Attorney-In-Fact _____
- [ ] Trustee (s)
- [ ] Guardian/Conservator
- [ ] Other: _____

Signer is Representing (Name of Person[s] or Entity[ies])

_____ _____

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

ILLEGIBLE NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Susan L. Turner

Commission Number : 2162401

Vendor No. : NNA1

County/State where Bond is filed : Santa Clara County, CA

Commission Exp. Date : Jul 29, 2020

Executed in the City of San Jose, State of California

eRecording Partners Network

01/12/2021
Date

By: [signature]
Signature of Declarant

Lauren Montana
Type or Print Name

408-557-8400

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

DOCUMENT NO.: 5012-201

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: 12/4, 2020

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT "A"

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 06/25/15

Date Revised: 08/03/15
Revised By:

Checked by: _____ Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: HAYNES File No.: 5012-201

All of that certain parcel of land situate in the City of Morgan Hill, County of Santa Clara, State of California, more particularly described as follows:

Being a portion of PARCEL ONE as described in the Grant Deed from Shadow Mountain Baptist Church, a California corporation to Kyle Haynes and Kami Haynes, husband and wife as joint tenants, recorded on November 20, 2003 as Document No. 17482199 of Official Records, Santa Clara County records, being a portion of Parcel 4, as shown on the Parcel Map filed on July 11, 1991, in Book 628 of Maps at Page 38, said Santa Clara County records, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the most westerly corner of said Parcel 4; thence along the northwesterly line of said Parcel 4, North 55° 51' 26" East, 21.55 feet; thence leaving said northwesterly line, South 07° 29' 17" East, 48.04 feet to a point on the southwesterly line of said Parcel 4; thence along said southwesterly line, North 34° 08' 34" West, 42.94 feet to the POINT OF BEGINNING.

Containing 463 square feet or 0.011 acre of land, more or less.

END OF DESCRIPTION

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in June 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

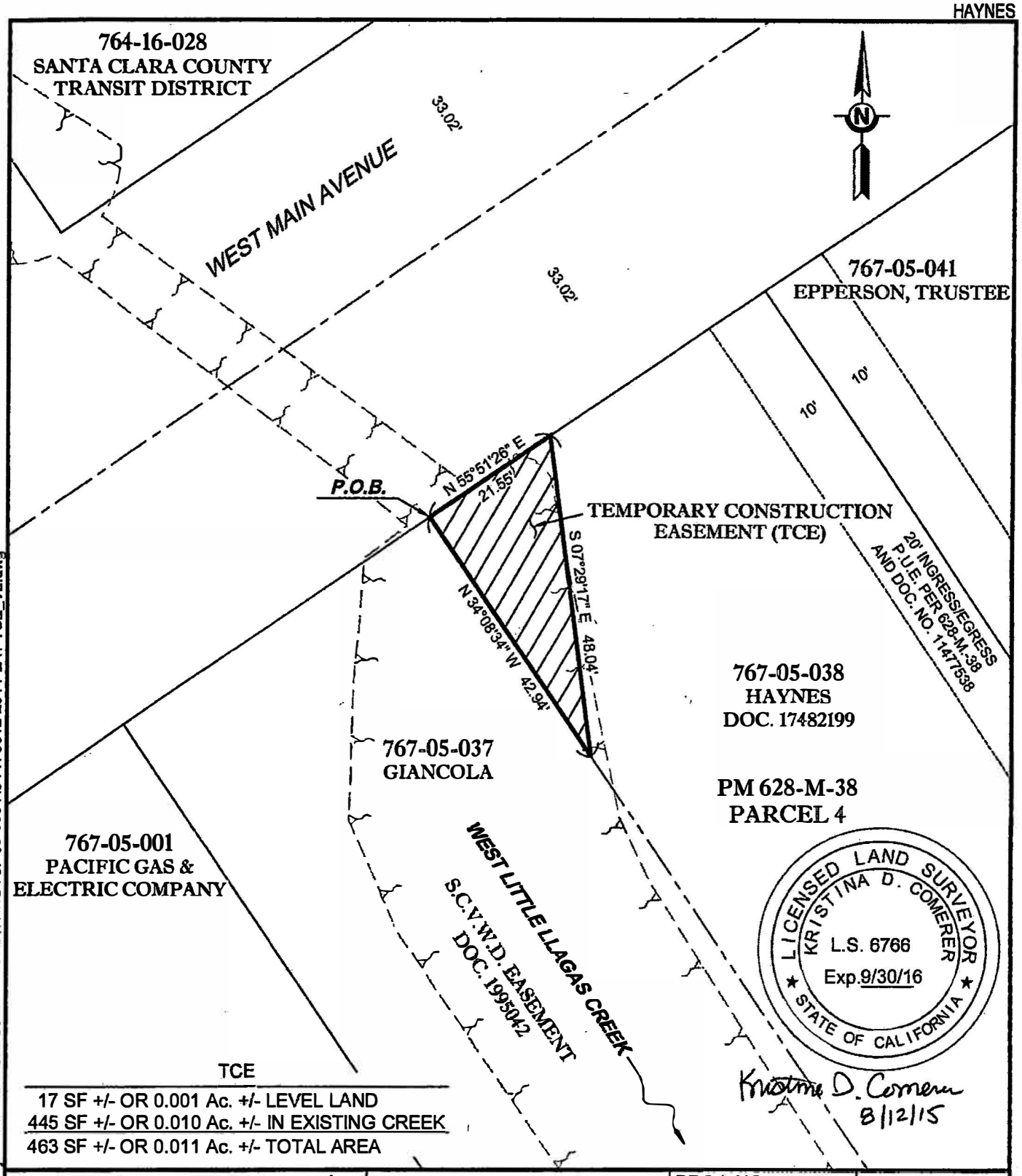
Kristina D. Comerer

Kristina D. Comerer, PLS 6766

Date: Aug. 12, 2015

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

HAYNES



TCE

17 SF +/- OR 0.001 Ac. +/- LEVEL LAND
445 SF +/- OR 0.010 Ac. +/- IN EXISTING CREEK
463 SF +/- OR 0.011 Ac. +/- TOTAL AREA

Santa Clara Valley Water District

SCALE: 1" = 20'

PROJ. NO.	26174051
FILE NO.	5012-201
APN	767-05-038
TITLE REPORT NO.	616012595
DRAWN	G. Comerer
DATE	08/13/15

REV.	APPR.	DATE	DESCRIPTION
1		7/15	ADD EASEMENT, FILE NO. & TITLE REPORT NO.
2			

SCVWD C:\Civil 3D Projects 2011\RMCLLG09\PLATS\HAYNES 767-05-038 R8 FN 5012-201 PLAT TCE_V2.dwg

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

ATTACHMENT NO. 2

APPENDIX B9 - MHUSD FULLY EXECUTED RIGHT-OF-ENTRY PERMIT

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AMENDMENT NO. 1 TO RIGHT OF ENTRY AGREEMENT FOR CONSTRUCTION ACCESS AND MATERIALS AND EQUIPMENT STAGING BETWEEN THE MORGAN HILL UNIFIED SCHOOL DISTRICT AND THE SANTA CLARA VALLEY WATER DISTRICT

This Amendment No. 1 (Amendment), effective as of the date it is fully executed, amends the terms and conditions of the Right of Entry Agreement for Construction Access and Materials and Equipment Staging Between the Morgan Hill Unified School District ("School District") and the Santa Clara Valley Water District ("SCVWD") (the "Agreement"), also referred to as Permit No. 5012-P93, for Construction of the Upper Llagas Creek Flood Protection Project (Water Project), dated December 11, 2018. School District and SCVWD may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on December 11, 2018, SCVWD and the School District entered into the AGREEMENT to allow SCVWD to temporarily utilize a portion of the School District property identified in Exhibit "A", for construction access, materials storage, and equipment staging as required to construct the Water Project; and

WHEREAS, the term of this right of entry for the property described in Exhibit "A" commenced on May 1, 2020 and shall remain in effect until the earlier to occur of (i) eighteen (18) months or October 31, 2021, or (ii) completion of the Water Project Improvements, or (iii) SCVWD's breach of this AGREEMENT and its failure to cure that breach within fifteen (15) calendar days after written notice of such breach from School District; and

WHEREAS, the PARTIES desire and agree to amend the AGREEMENT to extend the term of this right of entry for the property described in Exhibit "A" an additional year to complete construction of the Water Project improvements because the construction start of the Water Project has been delayed by approximately one year or May 1, 2021; and

WHEREAS, the PARTIES also desire and agree to amend the AGREEMENT to include an additional School District parcel (APN 764-16-028) described in Exhibit "C" for temporary use by SCVWD for construction access, materials storage, and equipment staging as required to construct the Water Project.

NOW THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the AGREEMENT, School District and SCVWD hereby agree to amend the AGREEMENT as follows:

1. Section 1.1 Right of Entry, Subsection 1.1.1 is revised as follows:

   "SCVWD shall only use the School District Property for purposes of construction access and staging of non-hazardous construction materials and equipment as depicted in **Exhibit "A"** and **Exhibit "C"** and for the purposes described in **Exhibit "B"**. SCVWD shall not use the School District Property for any other purposes unless SCVWD has received prior written approval of such other purposed from the School District. SCVWD shall not make any permanent improvements to the School District Property. Any temporary improvements shall be removed upon the expiration or earlier termination of this AGREEMENT."

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2. Section 1.1 Right of Entry, Subsection 1.1.6 is revised as follows:

"SCVWD shall notify School District at least forty-eight (48) hours prior to commencement of its activities upon the School District Property by SCVWD or its agents, representatives, or consultants. SCVWD shall ensure that its activities on the School District Property do not disrupt the School District's use or programs conducted on the School District Property that are outside the boundaries of the construction staging and access areas identified in **Exhibit "A" and Exhibit "C."** School District shall ensure that its activities in the construction staging and access areas will not interfere or obstruct the SCVWD's construction staging activities."

3. Section 1.2 Term is revised to state as follows:

"The term of this Agreement for the **Exhibit "A"** property shall commence on May 1, 2020 and shall remain in effect until the earlier to occur of (i) thirty (30) months ending October 31, 2022, or (ii) completion of the Llagas Creek Improvements, or (iii) SCVWD'S breach of this Agreement and its failure to cure that breach within fifteen (15) calendar days after written notice of such breach from School District ("Term"). The **Exhibit "A"** property Term may only be extended for sixty (60) calendar days upon the written request by SCVWD and written approval of the School District made at least ten (10) calendar days prior to the expiration of the current **Exhibit "A"** property Term.

The term of this AGREEMENT for the **Exhibit "C"** property shall commence on May 1, 2021 and shall remain in effect until the earlier to occur of (i) three (3) years ending April 30, 2024, or (ii) completion of the Water Project Improvements, or (iii) SCVWD'S breach of this Agreement and its failure to cure that breach within fifteen (15) calendar days after written notice of such breach from School District ("Term"). The **Exhibit "C"** property Term may only be extended for an additional two (2) one-year terms upon the written request by SCVWD and written approval of the School District made at least ten (10) calendar days prior to the expiration of the current **Exhibit "C"** property Term."

4. Section 1.3 Compensation is revised as follows:

"In consideration for SCVWD's use of the School District Property identified in **Exhibit "A"**, SCVWD will pay School District a lump sum of Fourteen Thousand Dollars ($14,000.00) on or before May 1, 2020. In consideration for SCVWD's use of the School District Property identified in **Exhibit "A"** for an additional year of temporary use, SCVWD will pay School District a lump sum of Nine Thousand Four Hundred Dollars ($9,400.00) on or before May 1, 2021.

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In consideration for SCVWD's use of the School District Property in accordance with **Exhibit "C"** for three (3) consecutive years of temporary use, SCVWD will pay School District a lump sum of Three Hundred Two Thousand Dollars ($302,000.00) on or before May 1, 2021. If the Parties mutually agree to extend the term of this temporary use for an additional two (2) one-year terms, then the SCVWD has to compensate the School District for each additional one-year term a lump sum of One Hundred Six Thousand Six Hundred Sixty-Seven Dollars ($106,667.00) on or before May 1, 2024 for the first additional term or May 1, 2025 for the second additional term."

5. All other terms and conditions of the AGREEMENT not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, the School District and SCVWD set forth below their consent to the terms and conditions of this Amendment No. 1 through the signatures of their duly authorized representatives.

MORGAN HILL UNIFIED SCHOOL DISTRICT:

Dated: 1/12/2021, 20___

By: DocuSigned by: Kirsten Perez E320D1E51A6C42A...

Kirsten Perez
Deputy Superintendent and Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY:

By: DocuSigned by: Nancy Taylor 8080092940A04D3...

Nancy Taylor, Esq.
Partner

SANTA CLARA VALLEY WATER DISTRICT:

Dated: 2/2/2021, 20___

By: DocuSigned by: Rick Callender 494EEB72AD8C4E9...

Rick L. Callender, Esq.
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

By: DocuSigned by: Joseph Aranda 343A2EB0C7984BD...

Joseph Aranda
Assistant SCVWD Counsel

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBITS

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A

Map of School District Property – Location of Access and Staging Area

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 06/24/15

Date Revised: 11/14/18
Revised By: K. Comerer

Checked by: _____ Date:_____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: MORGAN HILL UNIFIED SCHOOL DISTRICT File No.: 5012-199

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of Parcel Six and Parcel Seven as described in the Quitclaim Deed from Morgan Hill Unified School District, who acquired title as Live Oak Union High School District of Santa Clara County to Morgan Hill Unified School District, recorded on May 27, 1992 as Document No. 11379063 of Official Records, Santa Clara County records, being a portion of Lots 64 and 65, as shown on the Map entitled "Morgan Hill Ranch Map No. 3", filed on September 21, 1892 in Book "G" of Maps at Pages 20 and 21 and a portion of Lots 24, 25, 26 and 27, as shown on the Map entitled "Map of the McGrath Addition to Morgan Hill, Being Subdivision of Lot 66 of the Morgan Hill Ranch Map No. 3", filed on September 2, 1893 in Book "H" of Maps at Page 3, all of said Santa Clara County records, more particularly described as follows:

RIGHT OF ENTRY (R.O.E.)

BEGINNING at the most westerly corner of said Parcel Six; thence along the northwesterly line of said Parcel Six, North 55° 51' 09" East, 2.49 feet; thence leaving said northwesterly line, South 33° 49' 04" East, 139.52 feet; thence South 34° 28' 56" East, 175.69 feet; thence South 33° 47' 13" East, 36.76 feet; thence North 55° 51' 26" East, 19.90 feet; thence South 34° 47' 08" East, 40.00 feet; thence South 55° 51' 26" West, 20.01 feet; thence South 34° 48' 24" East, 25.73 feet; thence South 34° 03' 41" East, 203.30 feet; thence North 55° 51' 26" East, 20.24 feet; thence South 33° 59' 29" East, 40.00 feet to a point on the southeasterly line of said Parcel Seven; thence along said southeasterly line South 55° 51'26" West, 20.70 feet; thence leaving said southeasterly line, across Keystone Avenue and said Lots 24, 25, 26 and 27, South 34° 48'28" East, 163.66 feet to a point on the northwesterly line of that certain parcel of land described in the Grant Deed from Morgan Hill Unified School District, Successors by Merger with Live Oak Union High School District of Santa Clara County to Santa Clara County Transit District, recorded on November 3, 1978 in Book E074 of Official Records at Page 162, said Santa Clara County records; thence along said northwesterly line, South 55° 51' 26" West, 4.18 feet to a point on the southeasterly prolongation of the southwesterly line of said Parcel Seven; thence leaving said northwesterly line, along the southwesterly prolongation of said Parcel Seven and said Parcel Six, North 34° 08' 34" West, 824.64 feet to the POINT OF BEGINNING.

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A

Containing 3,819 square feet or 0.088 acre of land, more or less.

END OF DESCRIPTION

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in June 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

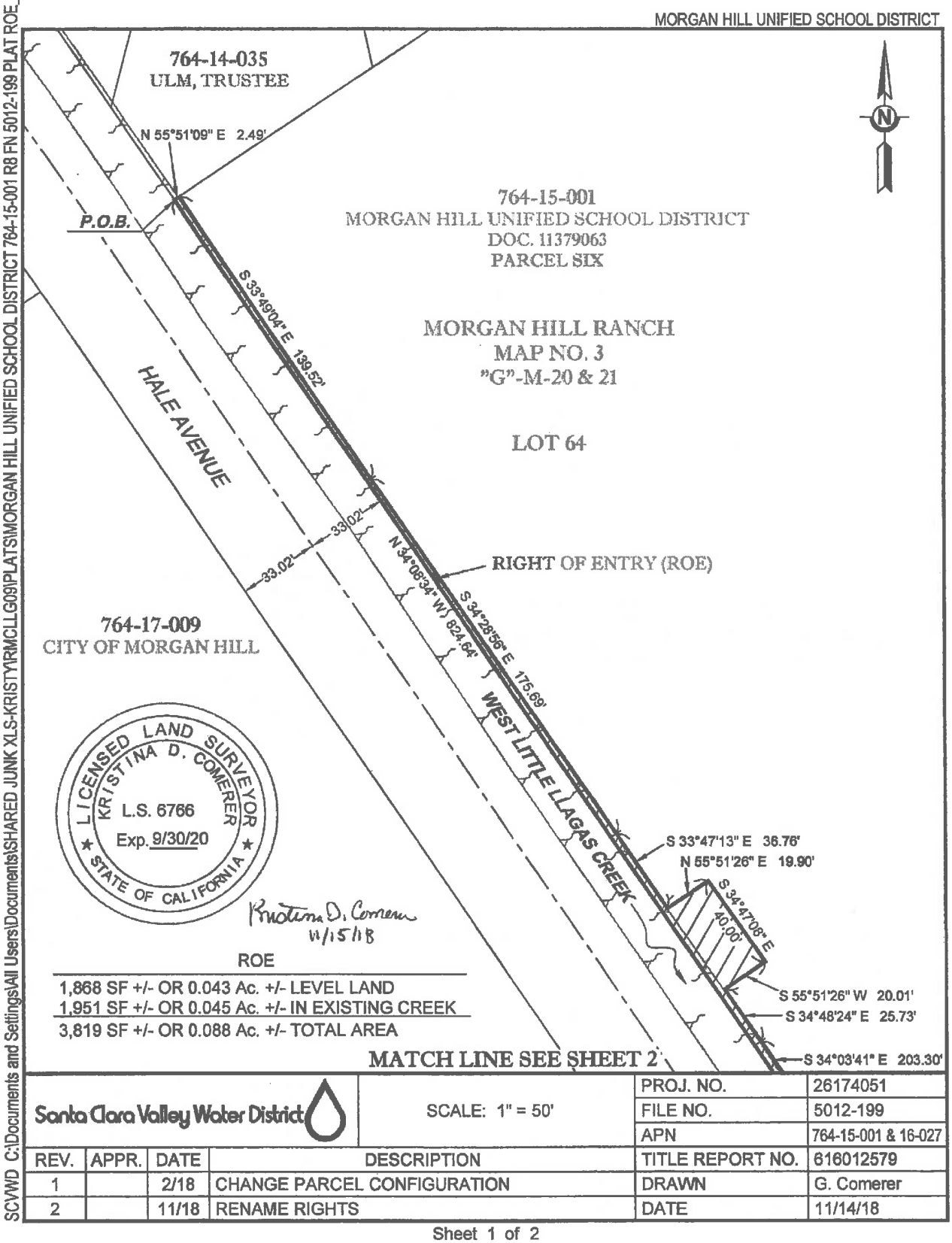
Kristina D Comerer

Kristina D. Comerer, PLS 6766

Date: Nov. 15, 2018

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A



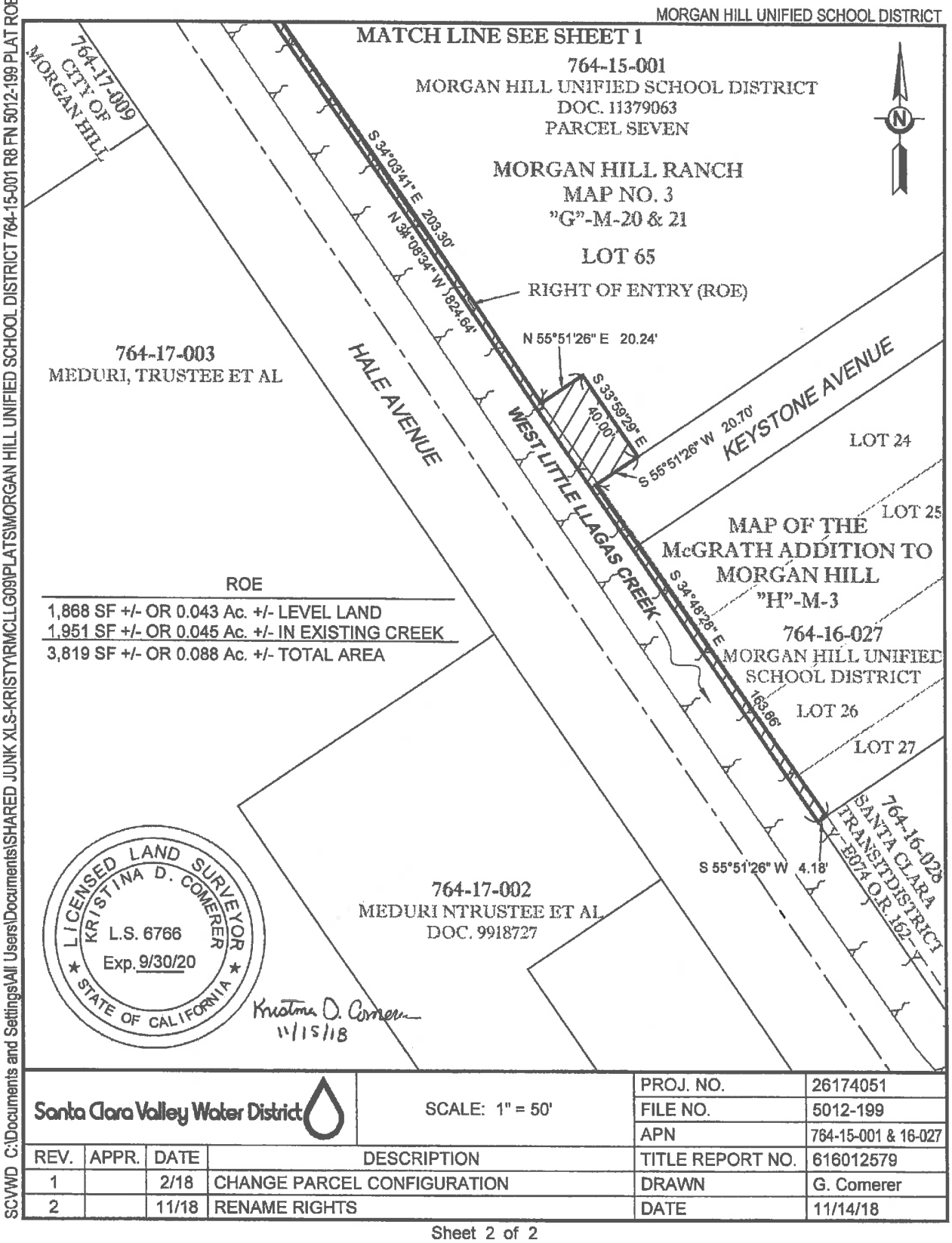
SCVWD C:\Documents and Settings\All Users\Documents\SHARED JUNK XLS-KRISTY\RMCLLG09\PLATS\MORGAN HILL UNIFIED SCHOOL DISTRICT 764-15-001 R8 FN 5012-199 PLAT ROE_V4 SI

Santa Clara Valley Water District				PROJ. NO.	26174051
			SCALE: 1" = 50'	FILE NO.	5012-199
				APN	764-15-001 & 16-027
REV.	APPR.	DATE	DESCRIPTION	TITLE REPORT NO.	616012579
1		2/18	CHANGE PARCEL CONFIGURATION	DRAWN	G. Comerer
2		11/18	RENAME RIGHTS	DATE	11/14/18

Sheet 1 of 2

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A



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Santa Clara Valley Water District

SCALE: 1" = 50'

PROJ. NO.	26174051
FILE NO.	5012-199
APN	764-15-001 & 16-027
TITLE REPORT NO.	616012579
DRAWN	G. Comerer
DATE	11/14/18

REV.	APPR.	DATE	DESCRIPTION
1		2/18	CHANGE PARCEL CONFIGURATION
2		11/18	RENAME RIGHTS

Sheet 2 of 2

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT B

Llagas Creek Improvements Area
Description of Access and Staging Requirements

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT B

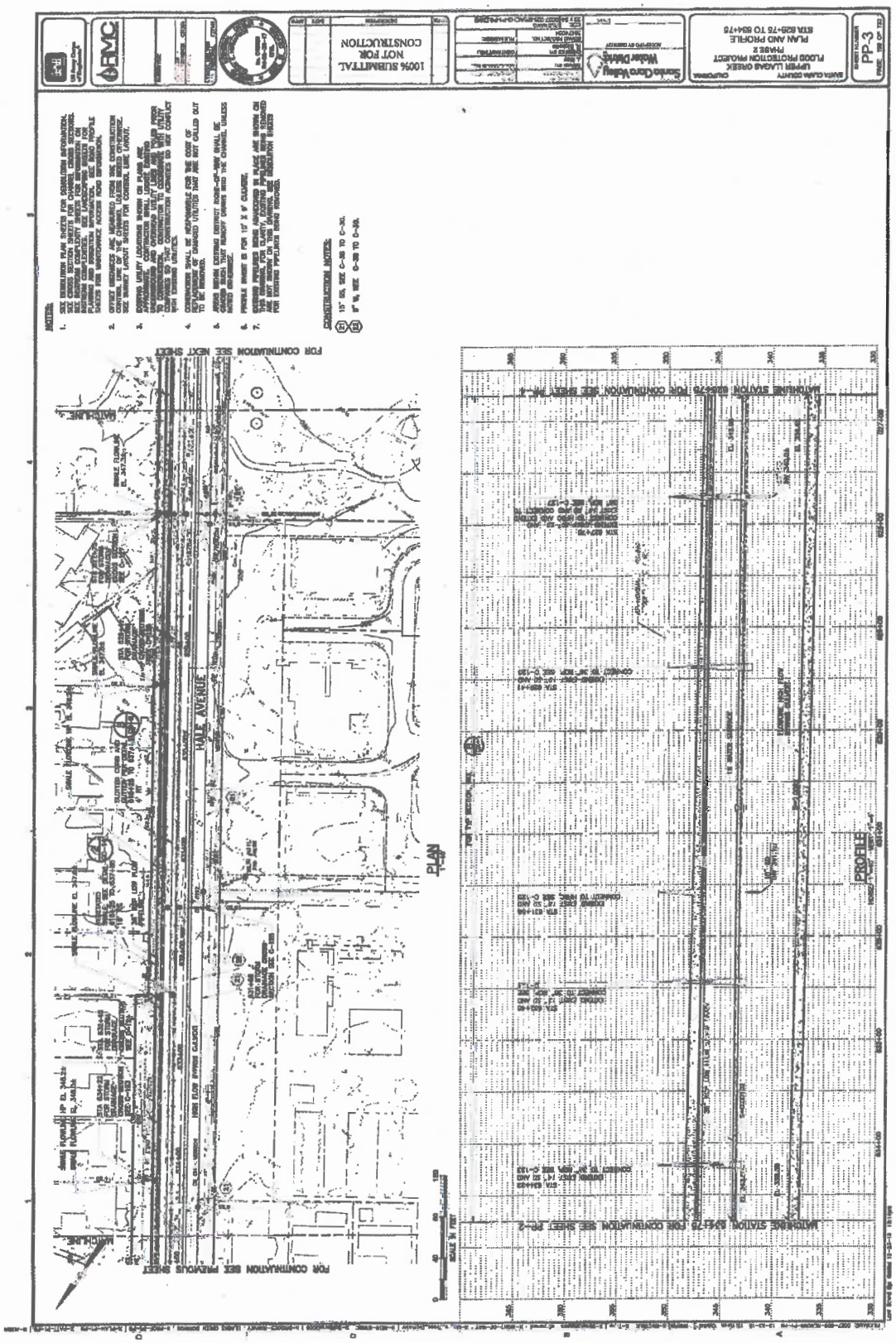

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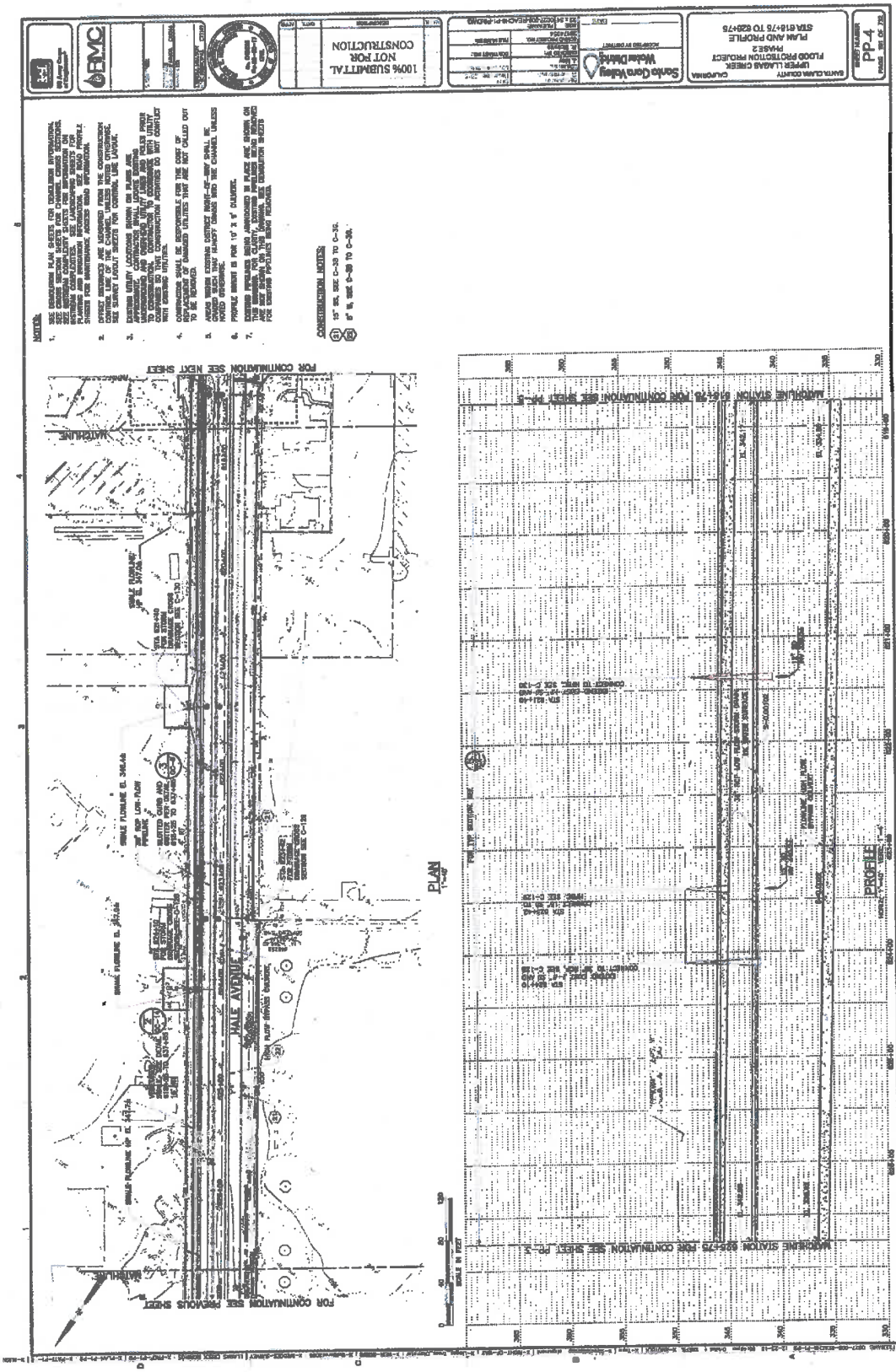
EXHIBIT B



DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT C

Llagas Creek Staging Area

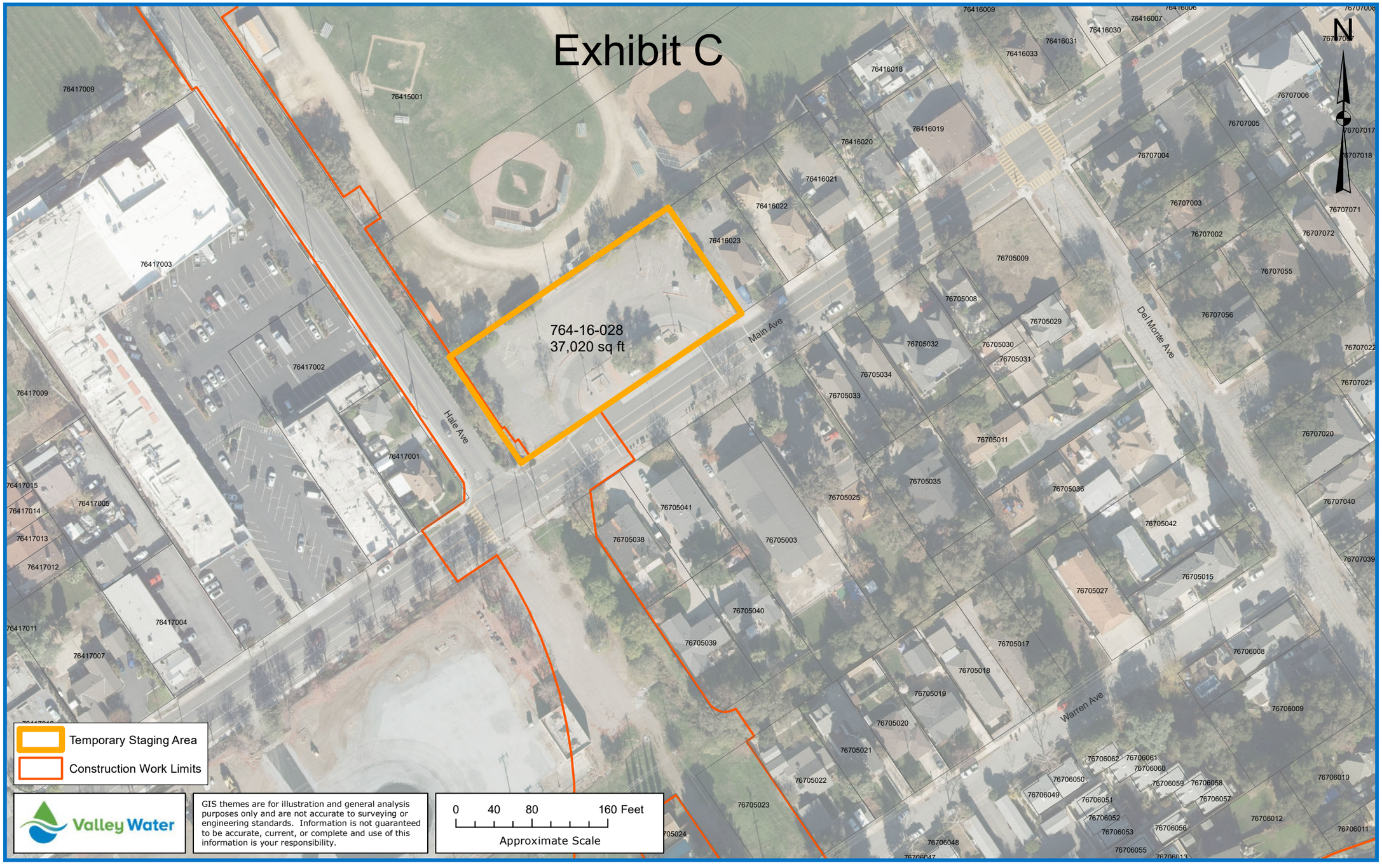


Exhibit C
N
764-16-028
37,020 sq ft
Main Ave
Hale Ave
Del Monte Ave
Warren Ave
76417009
76415001
76416009
76416007
76416030
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76706011
76706055
76706048
76417015
76417014
76417005
76417013
76417012
76417011
76417004
76417007
Temporary Staging Area
Construction Work Limits
Valley Water
GIS themes are for illustration and general analysis purposes only and are not accurate to surveying or engineering standards. Information is not guaranteed to be accurate, current, or complete and use of this information is your responsibility.
0 40 80 160 Feet
Approximate Scale

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

Permit No.: 5012-P93

SCVWD File No: 5012-199

RIGHT OF ENTRY AGREEMENT TO FOR CONSTRUCTION ACCESS AND MATERIALS AND EQUIPMENT STAGING BETWEEN THE MORGAN HILL UNIFIED SCHOOL DISTRICT AND THE SANTA CLARA VALLEY WATER DISTRICT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into on December 11, 2018 ("Effective Date"), by and between the Morgan Hill Unified School District, a California public school district ("School District"), and the Santa Clara Valley Water District, a California Special District created by the California Legislature ("SCVWD"). School District and SCVWD may be referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND TO AND PURPOSE OF AGREEMENT

A. School District is the owner of certain real property located at West Central Avenue in Morgan Hill, California ("School District Property") and as described in **Exhibit "A"** attached hereto and incorporated herein; and

B. SCVWD is implementing the Upper Llagas Creek Flood Protection Project ("Water Project"), in an area in which the School District Property is located. As part of the Water Project, SCVWD will construct certain channel and culvert improvements along existing West Little Llagas Creek and improve portions of West Hale Avenue that is adjacent to the School District Property as more fully described in **Exhibit "B"** attached hereto and incorporated herein (the "Llagas Creek Improvements"); and

C. In connection with the Llagas Creek Improvements, SCVWD requested access to and use of the School District Property during the construction of the Llagas Creek Improvements for the purposes of construction access and staging of non-hazardous construction materials and equipment on a portion of the School District Property as indicated in **Exhibit "A"** (the "construction staging and access areas").

NOW THEREFORE, the School District and SCVWD hereby agree as follows:

AGREEMENT

1. RESPONSIBILITIES AND OBLIGATIONS

1.1 **Right of Entry.** To facilitate SCVWD's construction of the Llagas Creek Improvements, the School District shall provide SCVWD and its agents, representatives, consultants and contractors (collectively referred to herein as "SCVWD") with reasonable access to the School District Property, subject to the following provisions:

1.1.1 SCVWD shall only use the School District Property for purposes of construction access and staging of non-hazardous construction materials and equipment as depicted in **Exhibit "A"** and for the purposes described in **Exhibit "B."** SCVWD shall not use the School District Property for any other purposes unless SCVWD has received prior written approval of such other purpose from the School District. SCVWD shall not make any permanent improvements to the School District Property. Any temporary improvements shall be removed upon the expiration or earlier termination of this Agreement.

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1.1.2 SCVWD's use of the School District Property shall be at the sole cost and expense of SCVWD. SCVWD shall keep the School District Property free and clear of any mechanic's liens or encumbrances related to the Llagas Creek Improvements.

1.1.3 Reasonable precautions will be exercised to avoid damage and protect persons or property. SCVWD shall maintain the School District Property in a clean and safe condition at all times.

1.1.4 School District assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors, or employees of SCVWD by reason of the exercise of privileges given in this Agreement.

1.1.5 SCVWD shall conduct its activities in accordance with all applicable laws. All work shall be performed by SCVWD at its own expense and in a good and workmanlike manner.

1.1.6 SCVWD shall notify School District at least forty-eight (48) hours prior to commencement of its activities upon the School District Property by SCVWD or its agents, representatives, or consultants. SCVWD shall ensure that its activities on the School District Property do not disrupt the School District's use or programs conducted on the School District Property that are outside the boundaries of the construction staging and access areas identified in **Exhibit "A."** School District shall ensure that its activities in the construction staging and access areas will not interfere or obstruct the SCVWD's construction staging activities.

1.1.7 At the end of the Term of this Agreement or an earlier termination thereof, SCVWD, at its sole cost, shall remove all materials, equipment, improvements, debris and personal property brought on the School District Property by SCVWD and return the School District Property to its condition existing at the Effective Date of this Agreement.

1.2 **Term.** The term of this Agreement shall commence on May 1, 2020 and shall remain in effect until the earlier to occur of (i) eighteen (18) months or October 31, 2021, or (ii) completion of the Llagas Creek Improvements, or (iii) SCVWD'S breach of this Agreement and its failure to cure that breach within fifteen (15) calendar days after written notice of such breach from School District ("**Term**"). The Term may only be extended for sixty (60) calendar days upon the written request by SCVWD and written approval of the School District made at least ten (10) calendar days prior to the expiration of the current Term.

1.3 **Compensation.** In consideration for SCVWD's use of the School District Property, SCVWD will pay School District a lump sum of Fourteen Thousand Dollars ($14,000.00) on or before May 1, 2020.

1.4 **Due Diligence.** SCVWD shall perform their own due diligence, at their sole cost, to satisfy themselves as to the condition and feasibility of the School District Property for SCVWD's anticipated use hereunder.

1.5 **Insurance.** SCVWD shall secure and maintain, and shall cause any of its contractors to secure and maintain, in full force and effect, commercial general liability insurance or participation in

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a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than Two Million Dollars ($2,000,000) combined single limit bodily injury and property damage. SCVWD shall secure and maintain, in full force and effect during the term of this Agreement, workers' compensation insurance, at statutory minimums, including employers' liability coverage with limits not less than One Million Dollars ($1,000,000) for each accident, One Million Dollars ($1,000,000) as the aggregate policy limit, and One Million Dollars ($1,000,000) as the policy limit for each employee. Policies shall be issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide, and are approved to do business in the State of California. A certificate evidencing the insurance requirements of this section shall be provided prior to commencing any activities on the School District Property. The insurance policies shall include, or be endorsed to include "Morgan Hill Unified School District (15600 Concord Circle, Morgan Hill, CA 95037)" as an additional insured.

1.6 **Indemnity.** SCVWD hereby agrees to indemnify, defend and hold harmless School District and its officers, directors and employees (collectively "**Indemnitee**") from all loss, liability, damages, actions, claims, costs, and expenses (including attorneys' fees) arising from or related to SCVWD's use of the School District Property as provided herein to the extent caused by the negligent or willful acts or omissions of SCVWD or its affiliates or their respective employees or contractors, except claims resulting from the negligent or willful misconduct or omission of the Indemnitee.

2. MISCELLANEOUS

2.1 **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.

2.2 **Termination.** Either Party may terminate this Agreement upon written notification to the other Party. The termination shall be effective immediately upon receipt of the notice of termination or three (3) calendar days after the date of that notice, whichever is sooner. If this Agreement is terminated by either Party prior to the expiration of the Term, the SCVWD will receive a pro-rata return of compensation as described in section 1.3 within thirty (30) calendar days.

2.3 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

SCHOOL DISTRICT	**SCVWD**
Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037 ATTN: Director Facilities Facsimile: (408) 201-6006 Telephone: (408) 201-6000	Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 ATTN: Real Estate Services Carlos Herrera Facsimile:(408)979-5645 Telephone: (408)630-3035

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

With a copy to:

Nancy Taylor, Esq.
Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 94612
Facsimile: (510) 999-7918
Telephone: (510) 999-7908

Any notice personally given shall be effective upon receipt. Any facsimile transmission shall be effective the following business day after receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

2.4 **Amendment.** No addition to or modification of the terms of this Agreement shall be valid unless made in a written amendment to this Agreement, which is formally approved and signed by each of the Parties to this Agreement.

2.5 **Assignment.** Neither Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any law will be void and of no effect.

2.6 **Waiver.** The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.

2.7 **Applicable Law.** The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall in all respects be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. Venue for any action arising from this Agreement shall be in Santa Clara County, California.

2.8 **Severability.** Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

2.9 **Captions, Number and Gender.** The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

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2.10 **Further Action.** The due diligence performed by SCVWD pursuant to this Agreement is in anticipation of the Exchange & Purchase of properties contemplated by the Parties.

2.11 **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against any of the Parties hereto, including any real estate brokers.

2.12 **Mutual Drafting.** This Agreement shall be construed as if drafted mutually by the Parties through their respective counsel and therefore shall not be construed against either Party.

2.13 **Force Majeure.** Neither Party will be responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

IN WITNESS WHEREOF, this Agreement has been executed as of the date last written below.

Dated: December 13th, 2018

Morgan Hill Unified School District

By: K. Perez

Print Name: Kirsten Perez

Print Title :Assistant Superintendent Business Services

Approved as to form and legality:

By: Nancy Taylor

Print Name: Nancy Taylor

Print Title: Partner

Dated: January 28, 2019

Santa Clara Valley Water District:

By:

Print Name: Norma J. Camacho

Print Title: Chief Executive Officer

Approved as to form and legality:

By: Joseph D. Aranda

Print Name: Joseph Aranda

Print Title: Assistant District Counsel

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT A

Map of School District Property – Location of Access and Staging Area

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 06/24/15

Date Revised: 11/14/18
Revised By: K. Comerer

Checked by: _____ Date:_____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: MORGAN HILL UNIFIED SCHOOL DISTRICT File No.: 5012-199

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of Parcel Six and Parcel Seven as described in the Quitclaim Deed from Morgan Hill Unified School District, who acquired title as Live Oak Union High School District of Santa Clara County to Morgan Hill Unified School District, recorded on May 27, 1992 as Document No. 11379063 of Official Records, Santa Clara County records, being a portion of Lots 64 and 65, as shown on the Map entitled "Morgan Hill Ranch Map No. 3", filed on September 21, 1892 in Book "G" of Maps at Pages 20 and 21 and a portion of Lots 24, 25, 26 and 27, as shown on the Map entitled "Map of the McGrath Addition to Morgan Hill, Being Subdivision of Lot 66 of the Morgan Hill Ranch Map No. 3", filed on September 2, 1893 in Book "H" of Maps at Page 3, all of said Santa Clara County records, more particularly described as follows:

RIGHT OF ENTRY (R.O.E.)

BEGINNING at the most westerly corner of said Parcel Six; thence along the northwesterly line of said Parcel Six, North 55° 51' 09" East, 2.49 feet; thence leaving said northwesterly line, South 33° 49' 04" East, 139.52 feet; thence South 34° 28' 56" East, 175.69 feet; thence South 33° 47' 13" East, 36.76 feet; thence North 55° 51' 26" East, 19.90 feet; thence South 34° 47' 08" East, 40.00 feet; thence South 55° 51' 26" West, 20.01 feet; thence South 34° 48' 24" East, 25.73 feet; thence South 34° 03' 41" East, 203.30 feet; thence North 55° 51' 26" East, 20.24 feet; thence South 33° 59' 29" East, 40.00 feet to a point on the southeasterly line of said Parcel Seven; thence along said southeasterly line South 55° 51'26" West, 20.70 feet; thence leaving said southeasterly line, across Keystone Avenue and said Lots 24, 25, 26 and 27, South 34° 48'28" East, 163.66 feet to a point on the northwesterly line of that certain parcel of land described in the Grant Deed from Morgan Hill Unified School District, Successors by Merger with Live Oak Union High School District of Santa Clara County to Santa Clara County Transit District, recorded on November 3, 1978 in Book E074 of Official Records at Page 162, said Santa Clara County records; thence along said northwesterly line, South 55° 51' 26" West, 4.18 feet to a point on the southeasterly prolongation of the southwesterly line of said Parcel Seven; thence leaving said northwesterly line, along the southwesterly prolongation of said Parcel Seven and said Parcel Six, North 34° 08' 34" West, 824.64 feet to the POINT OF BEGINNING.

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Containing 3,819 square feet or 0.088 acre of land, more or less.

END OF DESCRIPTION

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in June 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comerer

Kristina D. Comerer, PLS 6766

Date: Nov. 15, 2018

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

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MORGAN HILL UNIFIED SCHOOL DISTRICT

764-14-035
ULM, TRUSTEE

N 55°51'09" E 2.49'

P.O.B.

764-15-001
MORGAN HILL UNIFIED SCHOOL DISTRICT
DOC. 11379063
PARCEL SIX

MORGAN HILL RANCH
MAP NO. 3
"G"-M-20 & 21

LOT 64

S 33°49'04" E 139.52'

HALE AVENUE

33.02'

33.02'

N 34°08'34" W 824.64'

RIGHT OF ENTRY (ROE)

S 34°28'56" E 175.69'

764-17-009
CITY OF MORGAN HILL

WEST LITTLE LLAGAS CREEK

S 33°47'13" E 36.76'
N 55°51'26" E 19.90'
S 34°47'08" E 40.00'
S 55°51'26" W 20.01'
S 34°48'24" E 25.73'
S 34°03'41" E 203.30'

LICENSED LAND SURVEYOR
KRISTINA D. COMERER
L.S. 6766
Exp. 9/30/20
STATE OF CALIFORNIA

Kristina D. Comerer
11/15/18

ROE

1,868 SF +/- OR 0.043 Ac. +/- LEVEL LAND
1,951 SF +/- OR 0.045 Ac. +/- IN EXISTING CREEK
3,819 SF +/- OR 0.088 Ac. +/- TOTAL AREA

MATCH LINE SEE SHEET 2

Santa Clara Valley Water District

SCALE: 1" = 50'

PROJ. NO.	26174051
FILE NO.	5012-199
APN	764-15-001 & 16-027
TITLE REPORT NO.	616012579
DRAWN	G. Comerer
DATE	11/14/18

REV.	APPR.	DATE	DESCRIPTION
1		2/18	CHANGE PARCEL CONFIGURATION
2		11/18	RENAME RIGHTS

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

SCVWD C:\Documents and Settings\All Users\Documents\SHARED JUNK XLS-KRISTY\RMCLLG09\PLATS\MORGAN HILL UNIFIED SCHOOL DISTRICT 764-15-001 R8 FN 5012-199 PLAT ROE_V4 S

MORGAN HILL UNIFIED SCHOOL DISTRICT

MATCH LINE SEE SHEET 1

764-15-001
MORGAN HILL UNIFIED SCHOOL DISTRICT
DOC. 11379063
PARCEL SEVEN

MORGAN HILL RANCH
MAP NO. 3
"G"-M-20 & 21

LOT 65

RIGHT OF ENTRY (ROE)

764-17-009
CITY OF
MORGAN HILL

764-17-003
MEDURI, TRUSTEE ET AL

HALE AVENUE

S 34°03'41" E 203.30'
N 34°08'34" W 624.64'

N 55°51'26" E 20.24'
S 33°59'29" E
40.00'
S 55°51'26" W 20.70'

WEST LITTLE LLAGAS CREEK

KEYSTONE AVENUE

LOT 24

LOT 25

MAP OF THE
McGRATH ADDITION TO
MORGAN HILL
"H"-M-3

S 34°48'28" E
163.66'

764-16-027
MORGAN HILL UNIFIED
SCHOOL DISTRICT

LOT 26

LOT 27

764-16-025
SANTA CLARA
TRANSIT DISTRICT
-E074 O.R. 162-

S 55°51'26" W 4.18'

764-17-002
MEDURI NTRUSTEE ET AL
DOC. 9918727

ROE

1,868 SF +/- OR 0.043 Ac. +/-	LEVEL LAND
1,951 SF +/- OR 0.045 Ac. +/-	IN EXISTING CREEK
3,819 SF +/- OR 0.088 Ac. +/-	TOTAL AREA

LICENSED LAND SURVEYOR
KRISTINA D. COMERER
L.S. 6766
Exp. 9/30/20
STATE OF CALIFORNIA

Kristina D. Comerer
11/15/18

Santa Clara Valley Water District

SCALE: 1" = 50'

PROJ. NO.	26174051
FILE NO.	5012-199
APN	764-15-001 & 16-027
TITLE REPORT NO.	616012579
DRAWN	G. Comerer
DATE	11/14/18

REV.	APPR.	DATE	DESCRIPTION
1		2/18	CHANGE PARCEL CONFIGURATION
2		11/18	RENAME RIGHTS

DocuSign Envelope ID: B9BE0BD3-D300-4289-A05A-67507C9599A8

EXHIBIT B

Llagas Creek Improvements Area
Description of Access and Staging Requirements

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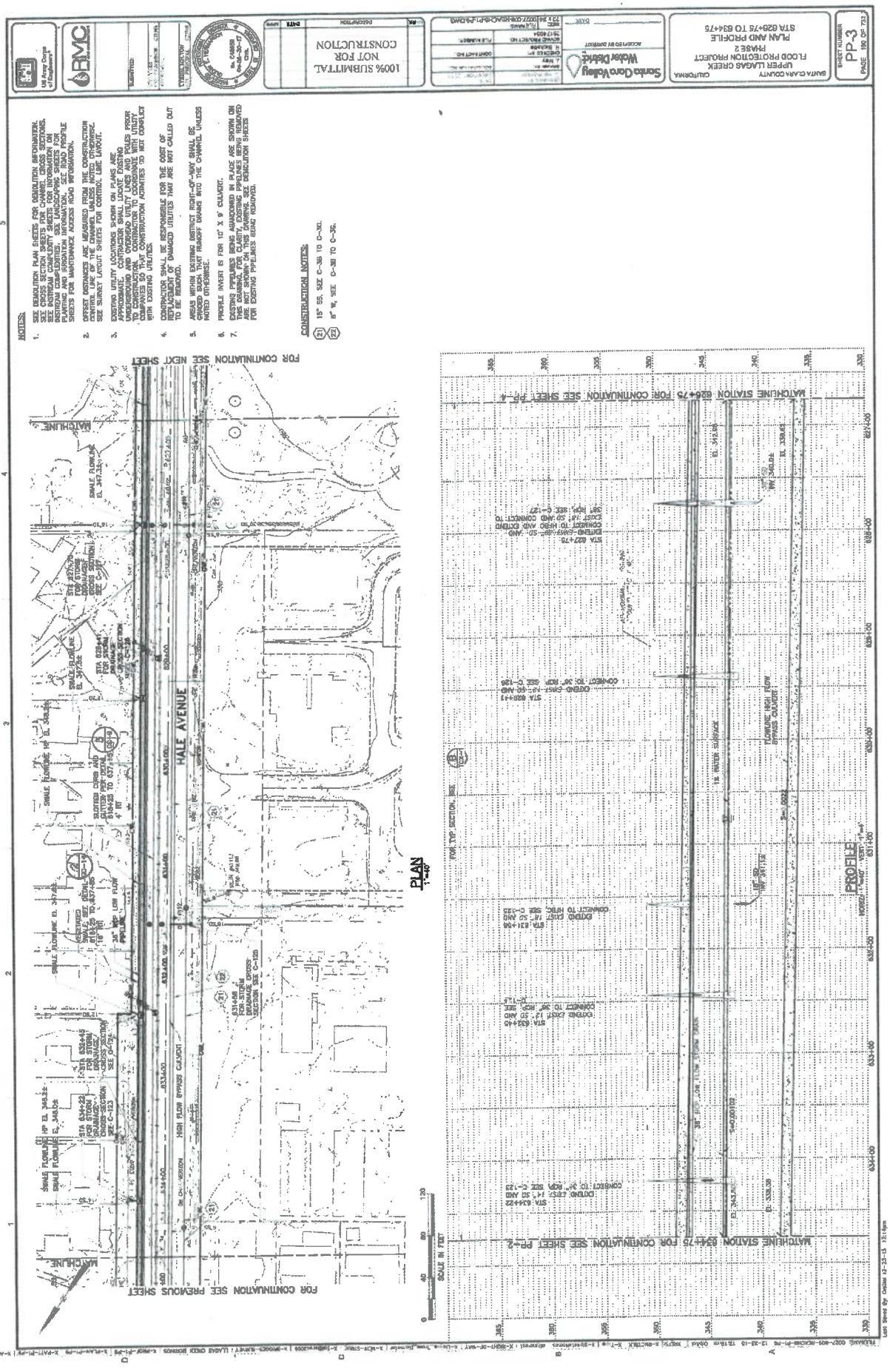

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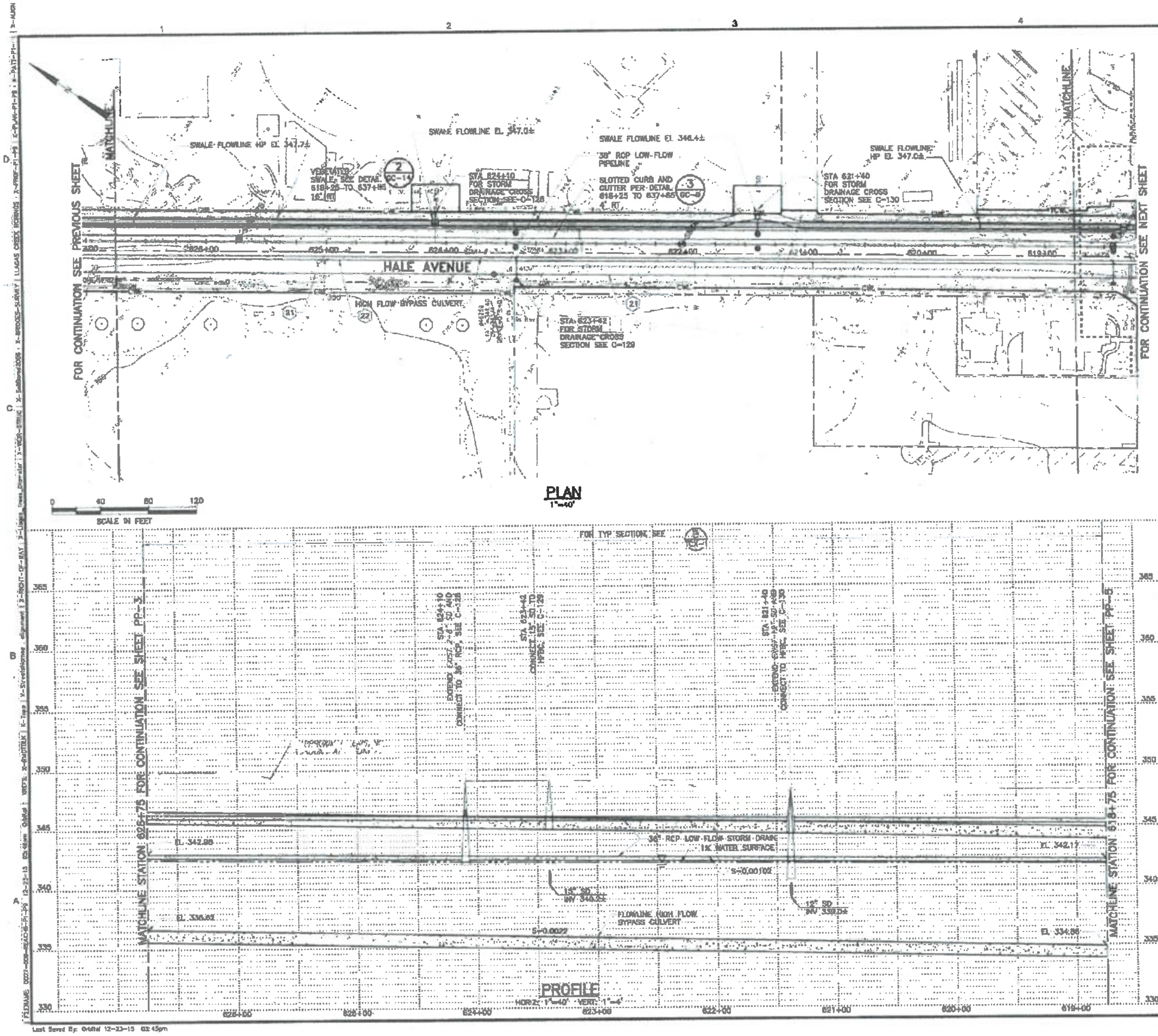

NOTES:

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 SHEETS 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 SHALL BE RESPONSIBLE FOR THE COST OF REPLACEMENT OF DAMAGED UTILITIES THAT ARE NOT CALLED OUT TO BE REMOVED.
5. AREAS WITHIN EXISTING DISTRICT RIGHT-OF-WAY SHALL BE GRADED SUCH THAT RUNOFF DRAINS INTO THE CHANNEL UNLESS NOTED OTHERWISE.
6. PROFILE INVERT IS FOR 10' X 9' CULVERT.
7. EXISTING PIPELINES BEING ABANDONED IN PLACE ARE SHOWN ON THIS DRAWING. FOR CLARITY, EXISTING PIPELINES BEING REMOVED ARE NOT SHOWN ON THIS DRAWING. SEE DEMOLITION SHEETS FOR EXISTING PIPELINES BEING REMOVED.

CONSTRUCTION NOTES:

(21) 15" SS, SEE C-38 TO C-36.

(22) 8" W, SEE C-38 TO C-30.

US Army Corps of Engineers

RMC

100% SUBMITTAL
NOT FOR
CONSTRUCTION

Santa Clara Valley Water District

SANTA CLARA COUNTY CALIFORNIA
UPPER LLAGAS CREEK
FLOOD PROTECTION PROJECT
PHASE 2
PLAN AND PROFILE
STA 618+75 TO 625+75

SHEET NUMBER
PP-4
PAGE 191 OF 732

Last Saved By: Orbital 12-23-15 02:45pm

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ATTACHMENT NO. 3

APPENDIX G2 - CITY OF MORGAN, WARREN AVENUE AND HALE AVENUE IMPROVEMENT PROJECT RECORD DRAWINGS

3 of 13

5195 Sht 63

Warren, Hale
Nob Hill Ter.

5195.03 WARREN, HALES, NOB HILL

NOTES

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY, INCLUDING U.S.A. MARKINGS. IT IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES.) HOWEVER, THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED WHICH ARE NOT SHOWN ON THIS PLAN.

BENCH MARK

A SANTA CLARA COUNTY WATER DISTRICT BRASS CAP AT BASE OF A TRAFFIC LIGHT LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DUNNE AVENUE AND MONTEREY ROAD.

ELEVATION = 339.69'

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CENTERLINE OF HALE AVENUE AS FOUND MONUMENTED AND RECORDED AS N34°52'W IN BOOK 262 OF MAPS, AT PAGE 30 OFFICIAL RECORDS OF SANTA CLARA COUNTY.

NOTE:

1) CONTRACTOR TO PROVIDE TEMPORARY MAILBOX (PER DETAIL) DURING CONSTRUCTION FOR RESIDENCES.
2) SANITARY SEWER LATERALS MAY BE SHIFTED 2 TO 3 FEET DOWNSTREAM IN THE FIELD.

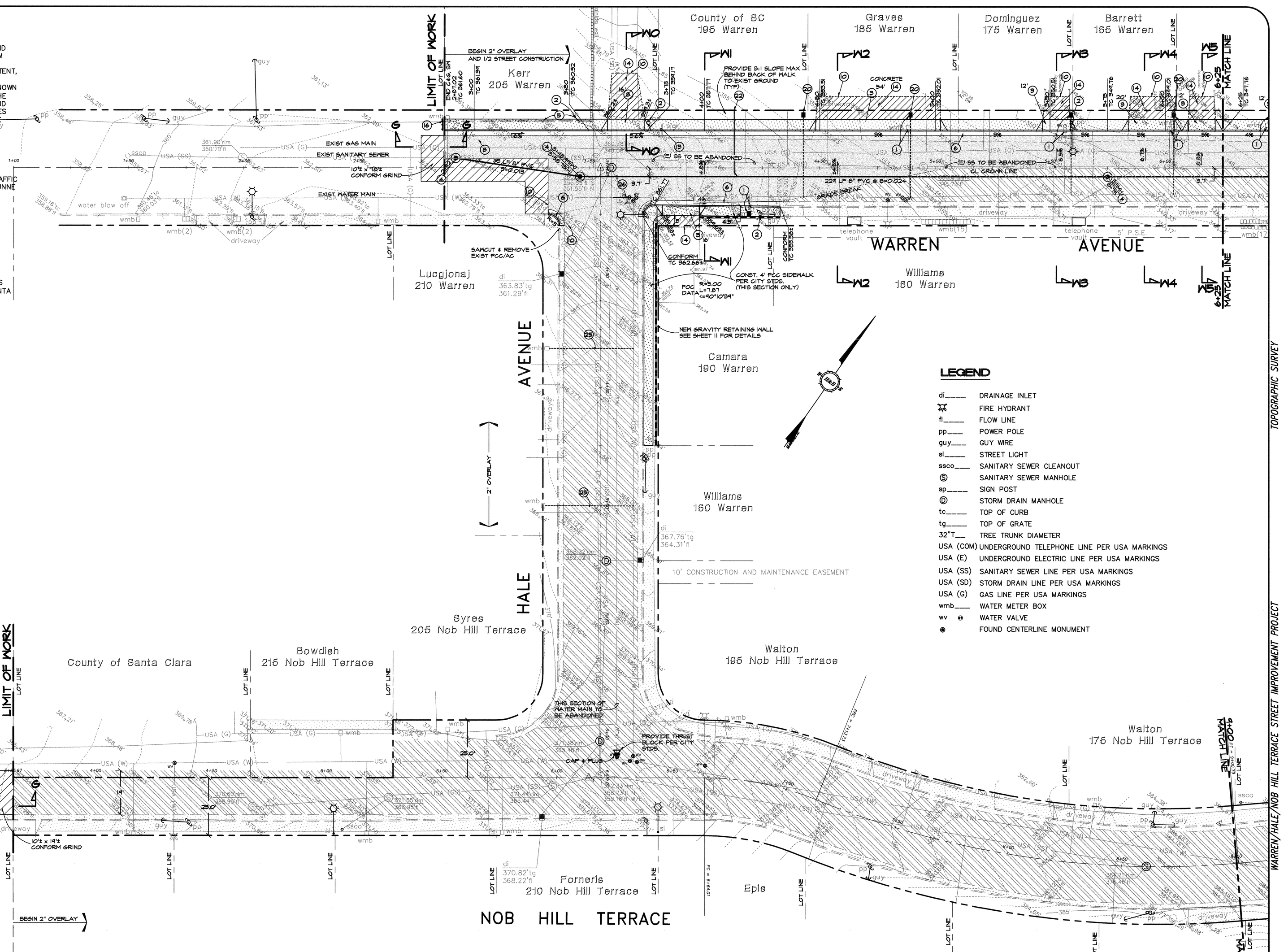
PROVIDE 2" MIN OVERLAY WITH PAVEMENT REINFORCING FABRIC CREATE CROWN IN THIS STREET SECTION

PROVIDE 2" OVERLAY WITH PAVEMENT REINFORCING FABRIC

NEW STREET
4" AC OVER 8" CL. II AGG. BASE

Construction Notes:

1. RELOCATE EXIST WATER METER TO 12" FROM BACK OF WALK PER CITY STD. PLAN W-1. PROVIDE NEW SERVICE CORP STOP & SADDLE TO MAIN.
2. RELOCATE BY OTHERS
3. CONSTRUCT 16' WIDE (UNLESS OTHERWISE SPECIFIED ON PLANS) RESIDENTIAL DRIVEWAY APPROACH PER CITY STD. PLAN A-8.
4. CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STD. PLAN S-4.
5. SAWCUT, REMOVE & DISPOSE EXIST PCC CONCRETE.
6. CONSTRUCT CURB & GUTTER TYPE 2' PER CITY STD. PLAN A-3
7. CONSTRUCT MONOLITHIC SIDEWALK PER CITY STD. PLAN A-4
8. PAVEMENT RECONSTRUCTION TO NEW CURB PER CITY STD. PLAN A-11
9. CONSTRUCT CURB INLET PER CITY STD. PLANS SD-5 & 6.
10. CONFORM TO EXIST PCC/AC ELEVATION
11. CONSTRUCT MODIFIED HANDICAP RAMP PER CURRENT A.D.A. STDS. (AMERICANS WITH DISABILITIES ACT).
12. CONNECT EXISTING SANITARY SEWER MANHOLE TO NEW SANITARY SEWER MANHOLE.
13. RELOCATE EXIST SIGN PER CITY STDS.
14. SAWCUT, REMOVE & REPLACE EXIST DRIVEWAY. MATCH EXIST DRIVEWAY SECTION. CONFORM TO (N) DRIVEWAY APPROACH AND EXIST DRIVEWAY. WIDTH OF EXIST DRIVEWAY TO BE REMOVED TO BE FIELD VERIFIED.
    TYPES:
    6" PCC OVER 6" CL. II AGG. BASE
    "OR"
    3" AC OVER 6" CL. II AGG. BASE
    "OR"
    8" CL. II AGG. BASE
15. CONSTRUCT CITY STD. CURB INLET (W/O HOOD) OVER EXIST 12" CMP. REMOVE & DISPOSE EXCESS SECTION OF EXIST 12" CMP.
16. CONSTRUCT CITY STD. 25' SIDEWALK BARRICADE PER CITY STD. PLAN A-32
17. FURNISH & INSTALL CITY STANDARD ELECTROLIER ON NEW WOOD POLE
18. EXIST FIRE HYDRANT; ADJUST FIRE HYDRANT IF REQUIRED, TO MEET CITY STANDARDS.
19. APPROX. LOCATION EXIST SS LATERAL PER SEWER TAPE
20. PROVIDE 'TRAFFIC RATED' LID FOR WATER METER BOX.
21. CONFORM FROM NEW BACK OF WALK/DRIVEWAY APPROACH TO EXISTING DRIVEWAY.
22. FURNISH & INSTALL NEW SANITARY SEWER LATERAL PER CITY STD. PLAN S-2. CONNECT TO EXIST SANITARY SEWER MAIN PER CITY STD. PLAN S-9.
23. FURNISH & INSTALL WATER METER SERVICE PER CITY STD. PLAN W-1
24. FURNISH & INSTALL CITY STD. ELECTROLIER ON EXIST POLE
25. PROVIDE NEW WATER SERVICE FROM EXIST 6" WATER MAIN TO EXIST 8" WATER MAIN ON HALE AVENUE PER CITY STD. PLAN W-1. INCLUDE NEW SERVICE CORP STOP & SADDLE TO MAIN.
26. REMOVE & REPLACE 12± LF EXIST 2" WATER LINE, WITH 6" DIP PER CITY STDS. PROVIDE NEW 6" GATE VALVE.



NO.	DESCRIPTION	DATE	BY
	Conformed Drawing	7/3/02	H&B
	Revisions		

p:\proj\

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

Hanna & Brunetti
Civil Engineers & Land Surveyors
7651 Eigleberry Street
Gilroy, Ca., 95020
(408) 842-2173
*Civil Engineering *Environmental Planning
*Municipal Engineering *Surveying

DRAWN	DESIGN	HOR	1"=20'
S.P.		VERT	
CHECKED	DATE		
OR	7/3/02	AS BUILT	
APPROVED	DATE	JOB NUMBER	01025
JAMES M. ASHCRAFT - CITY ENGINEER R.C.E. #28921 EXP. 3/31/03	7/7/03		

City of Morgan Hill
Public Works Department

Street Improvements Site Plan
WARREN/HALE/NOB HILL TERRACE STREET IMPROVEMENT PROJECT

PLAN SET	
PRINT DATE	2/28/01
SHEET NUMBER	3 of 13

WARREN/HALE/NOB HILL TERRACE STREET IMPROVEMENT PROJECT

TOPOGRAPHIC SURVEY

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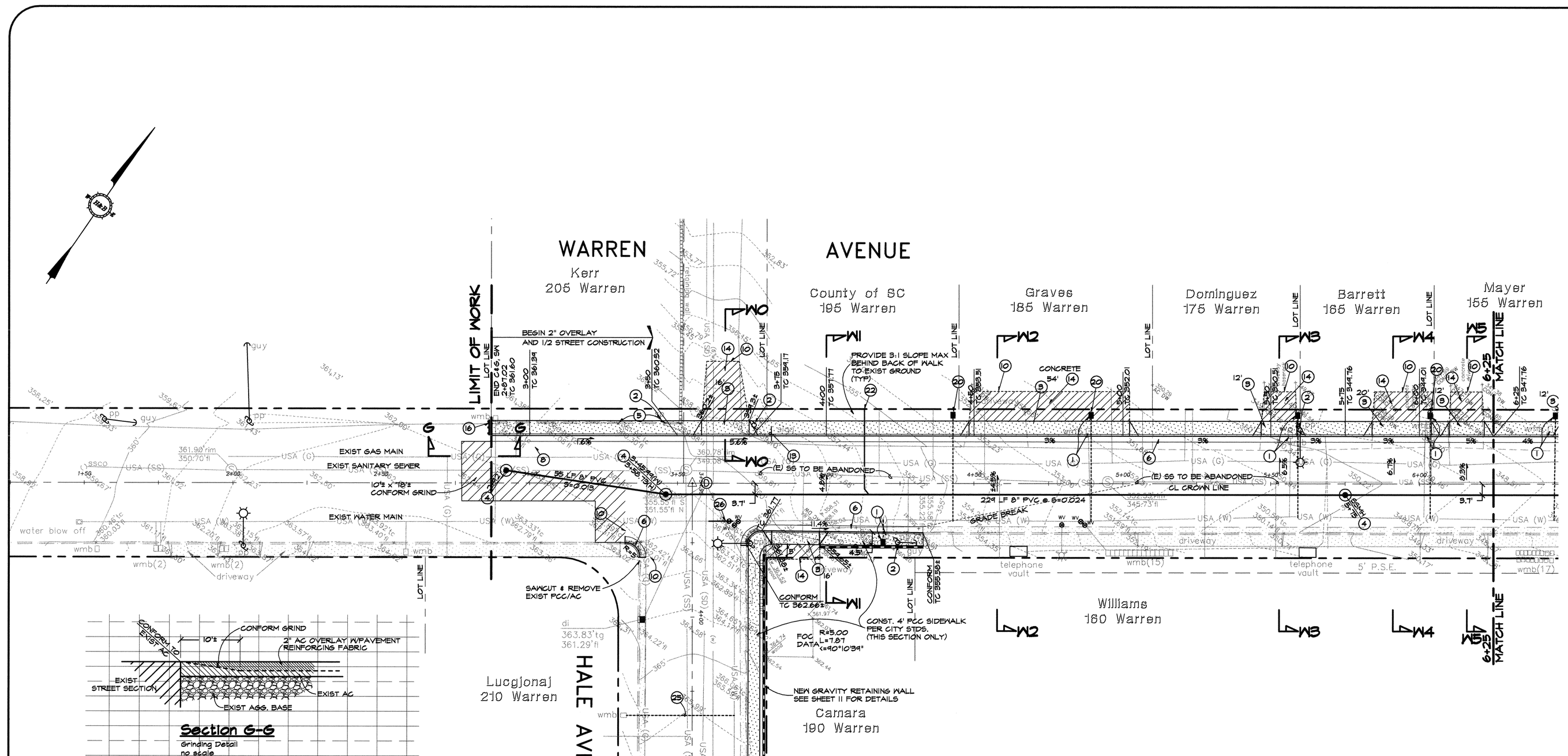
5195 Sht 63

5195.05 WARREN, HALES, NOB HILL

5 of 13

WARREN, HALE NOB Hill



Construction Notes:

1. RELOCATE EXIST WATER METER TO 12" FROM BACK OF WALK PER CITY STD. PLAN W-1. PROVIDE NEW SERVICE CORP STOP & SADDLE TO MAIN.
2. RELOCATE BY OTHERS
3. CONSTRUCT 16' WIDE (UNLESS OTHERWISE SPECIFIED ON PLANS) RESIDENTIAL DRIVEWAY APPROACH PER CITY STD. PLAN A-8.
4. CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STD. PLAN S-4.
5. SAWCUT, REMOVE & DISPOSE EXIST PCC CONCRETE.
6. CONSTRUCT CURB & GUTTER TYPE 2' PER CITY STD. PLAN A-3
7. CONSTRUCT MONOLITHIC SIDEWALK PER CITY STD. PLAN A-4
8. PAVEMENT RECONSTRUCTION TO NEW CURB PER CITY STD. PLAN A-11
9. CONSTRUCT CURB INLET PER CITY STD. PLANS SD-5 & 6.
10. CONFORM TO EXIST PCC/AC ELEVATION
11. CONSTRUCT MODIFIED HANDICAP RAMP PER CURRENT A.D.A. STDS. (AMERICANS WITH DISABILITIES ACT).
12. CONNECT EXISTING SANITARY SEWER MANHOLE TO NEW SANITARY SEWER MANHOLE.
13. RELOCATE EXIST SIGN PER CITY STDS.
14. SAWCUT, REMOVE & REPLACE EXIST DRIVEWAY. MATCH EXIST DRIVEWAY SECTION. CONFORM TO (N) DRIVEWAY APPROACH AND EXIST DRIVEWAY.
    WIDTH OF EXIST DRIVEWAY TO BE REMOVED TO BE FIELD VERIFIED.
    TYPES:
    6" PCC OVER 6" CL. II AGG. BASE
    "OR"
    3" AC OVER 6" CL. II AGG. BASE
    "OR"
    8" CL. II AGG. BASE
15. CONSTRUCT CITY STD. CURB INLET (W/O HOOD) OVER EXIST 12" CMP. REMOVE & DISPOSE EXCESS SECTION OF EXIST 12" CMP.
16. CONSTRUCT CITY STD. #5 SIDEWALK BARRICADE PER CITY STD. PLAN A-32
17. FURNISH & INSTALL CITY STANDARD ELECTROLIER ON NEW WOOD POLE
18. EXIST FIRE HYDRANT, ADJUST FIRE HYDRANT IF REQUIRED, TO MEET CITY STANDARDS.
19. APPROX. LOCATION EXIST SS LATERAL PER SEWER TAPE
20. PROVIDE 'TRAFFIC RATED' LID FOR WATER METER BOX.
21. CONFORM FROM NEW BACK OF WALK/DRIVEWAY APPROACH TO EXISTING DRIVEWAY.
22. FURNISH & INSTALL NEW SANITARY SEWER LATERAL PER CITY STD. PLAN S-2. CONNECT TO EXIST SANITARY SEWER MAIN PER CITY STD. PLAN S-3.
23. FURNISH & INSTALL WATER METER SERVICE PER CITY STD. PLAN W-1
24. FURNISH & INSTALL CITY STD. ELECTROLIER ON EXIST POLE
25. PROVIDE NEW WATER SERVICE FROM EXIST 6" WATER MAIN TO EXIST 8" WATER MAIN ON HALE AVENUE PER CITY STD. PLAN W-1. INCLUDE NEW SERVICE CORP STOP & SADDLE TO MAIN.
26. REMOVE & REPLACE 12± LF EXIST 2" WATER LINE WITH 6" DIP PER CITY STDS. PROVIDE NEW 6" GATE VALVE.

NOTE:

1) CONTRACTOR TO PROVIDE TEMPORARY MAILBOX (PER DETAIL) DURING CONSTRUCTION FOR RESIDENCES.
2) SANITARY SEWER LATERALS MAY BE SHIFTED 2 TO 3 FEET DOWNSTREAM IN THE FIELD.

NO.	DESCRIPTION	DATE	BY
	Conformed Drawing	7/3/02	HHB
p:\proj\	Revisions		

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

Hanna & Brunetti
Civil Engineers & Land Surveyors
7651 Edgewood Street
Gilroy, Ca., 95020
(408) 842-2173
*Civil Engineering *Environmental Planning
*Municipal Engineering *Surveying

DRAWN	S.P.	DESIGN	HOR 1"=20'
CHECKED	SR	DATE 7/9/02	VERT
APPROVED		DATE 7/9/02	AS BUILT
JAMES M. ASHCRAFT - CITY ENGINEER R.C.E. 42921, EXP. 3/31/03			JOB NUMBER 01025

City of Morgan Hill
Public Works Department

Plan & Profile
Warren Avenue
IMPROVEMENT PROJECT

PLAN SET
PRINT DATE 2/28/01
SHEET NUMBER 5 of 13

TOPOGRAPHIC SURVEY

WARREN/HALE/NOB HILL TERRACE STREET IMPROVEMENT PROJECT

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WARREN, HALE
NOB HILL TER.

5195
ST. #63

9 of 13

Conformed Drawing

NO.	DESCRIPTION	DATE	BY
		7/5/02	HAB

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Revisions

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

Hanna & Brunetti
Civil Engineers & Land Surveyors
7851 Edgeberry Street
Gilroy, Ca., 95020
(408) 842-2173
*Civil Engineering *Environmental Planning
*Municipal Engineering *Surveying

DRAWN
CHECKED SE
APPROVED
JAMES ASHCRAFT, CITY ENGINEER
R.C.E. #28967 EXP. 3/31/03

S.P. | DESIGN
DATE 7/9/02 | DATE 7/9/02

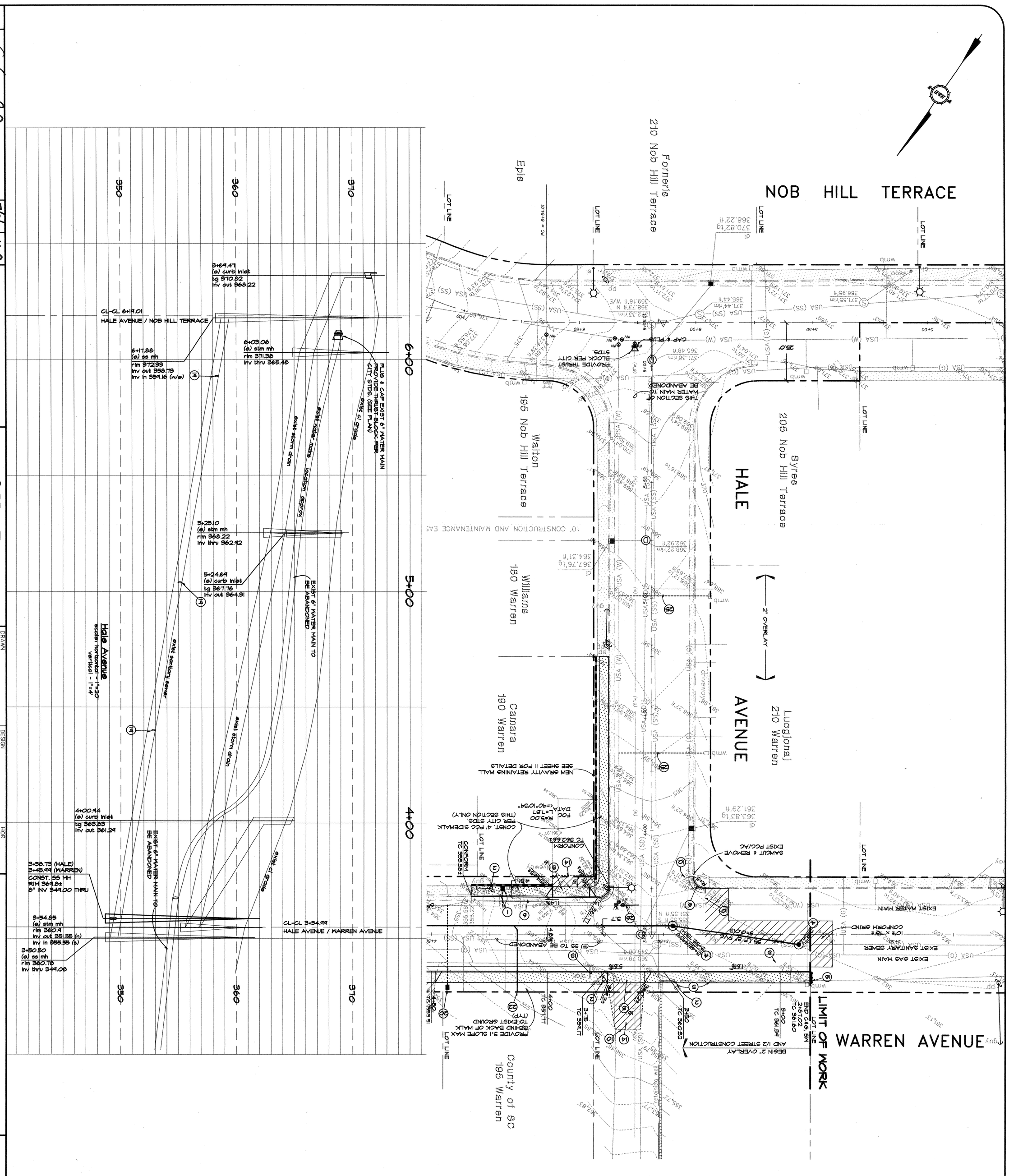
HOR 1"=20'
VERT
AS BUILT

JOB NUMBER 01025

City of Morgan Hill
Public Works Department

Plan & Profile
Hale Avenue
IMPROVEMENT PROJECT

PLAN SET
PRINT DATE 2/28/01
SHEET NUMBER 9 of 13



Construction Notes:

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5. SAWCUT, REMOVE & DISPOSE EXIST PCC CONCRETE.
6. CONSTRUCT CURB & GUTTER 'TYPE 2' PER CITY STD. PLAN A-9
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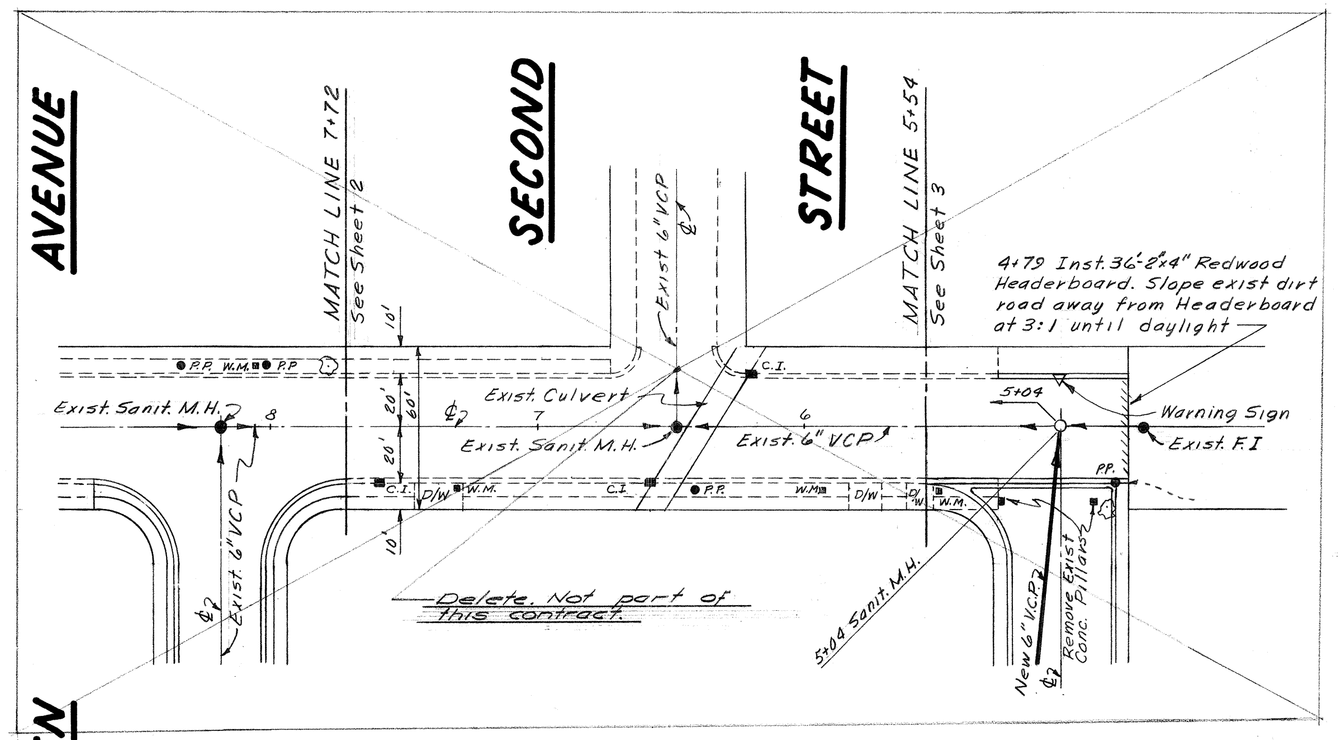
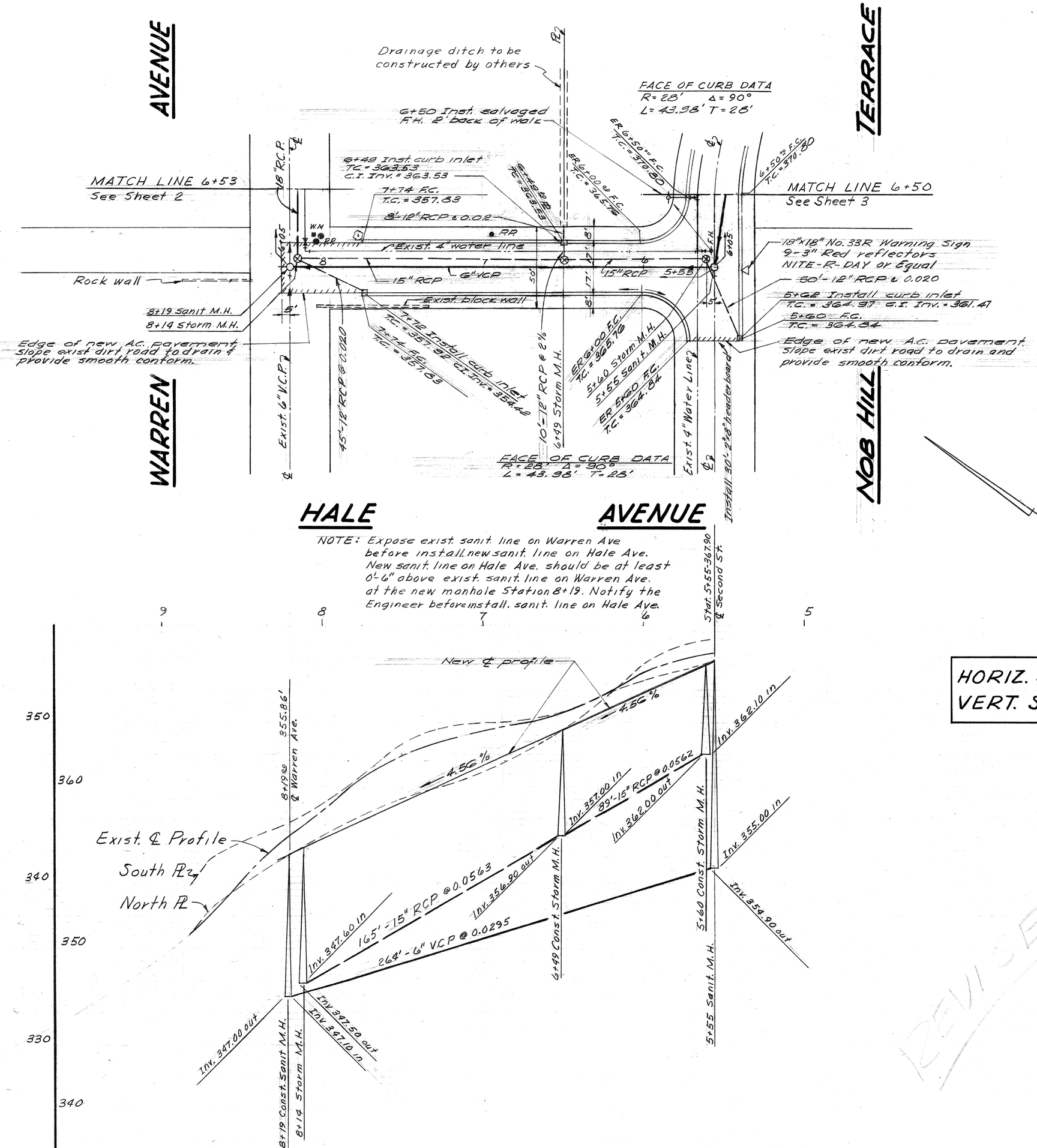
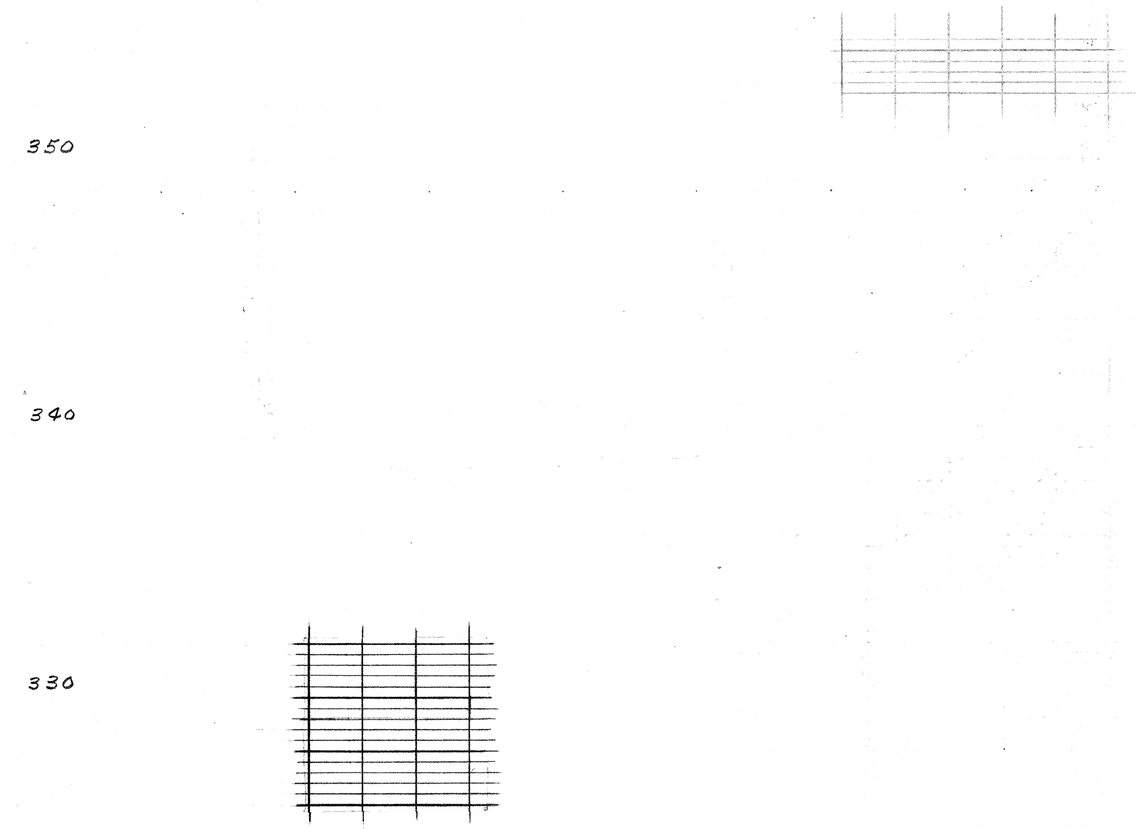
254.03 HALE/WARREN/DEL MONTE - DRAINAGE

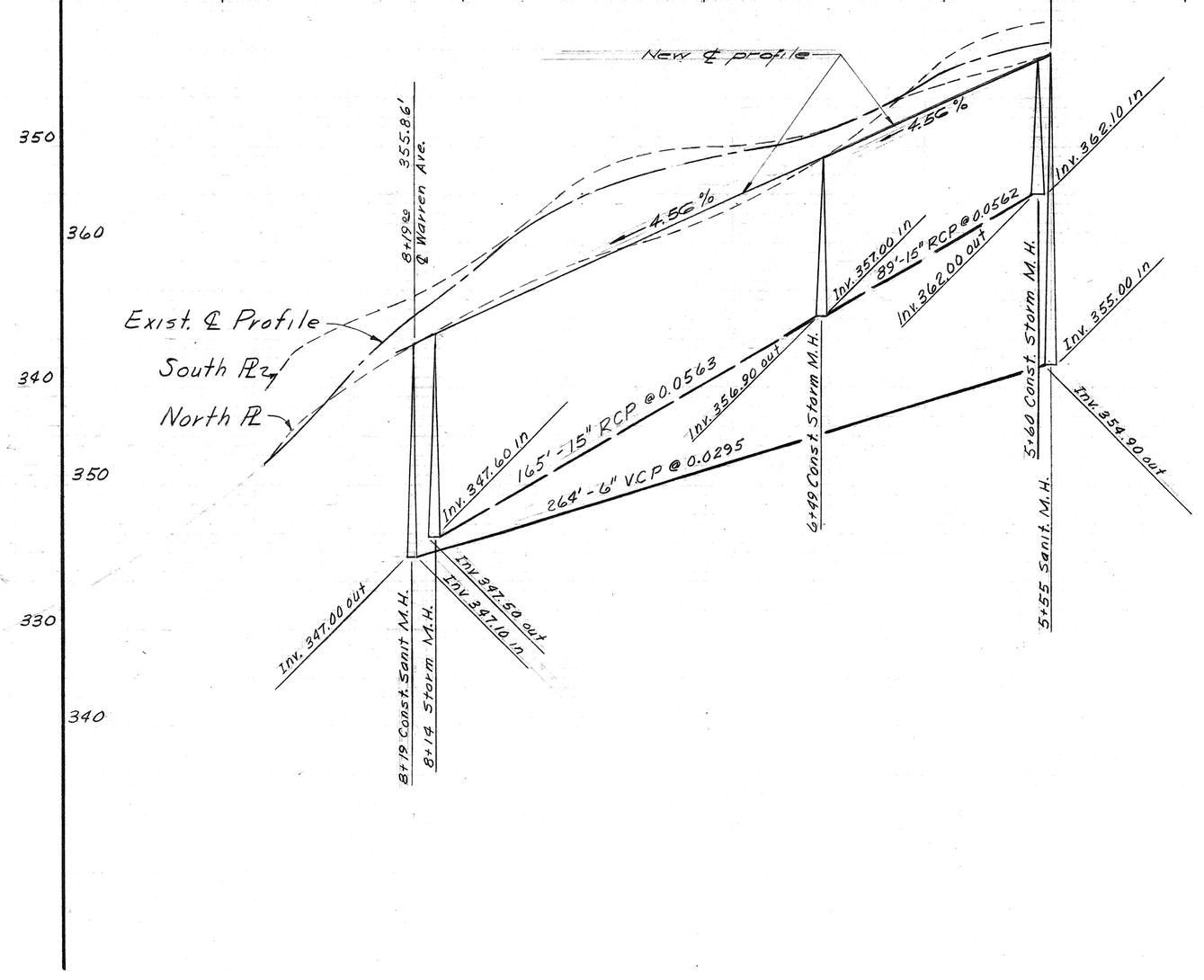




NOTE: Expose exist. sanit. line on Warren Ave before install. new sanit. line on Hale Ave. New sanit. line on Hale Ave. should be at least 0'-6" above exist. sanit. line on Warren Ave. at the new manhole Station 8+19. Notify the Engineer before install. sanit. line on Hale Ave.

Scale: 1"=40'





HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"= 4'

REVISED

HALE AVENUE
VALLEY VIEW IMPROVEMENT DISTRICT
City of Morgan Hill California

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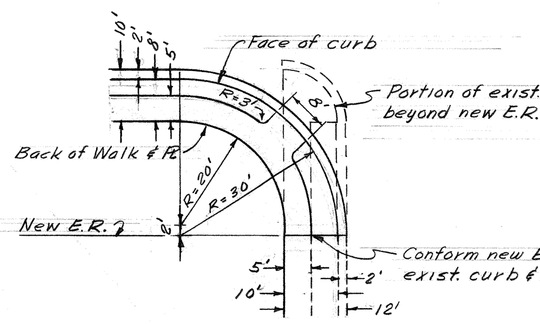
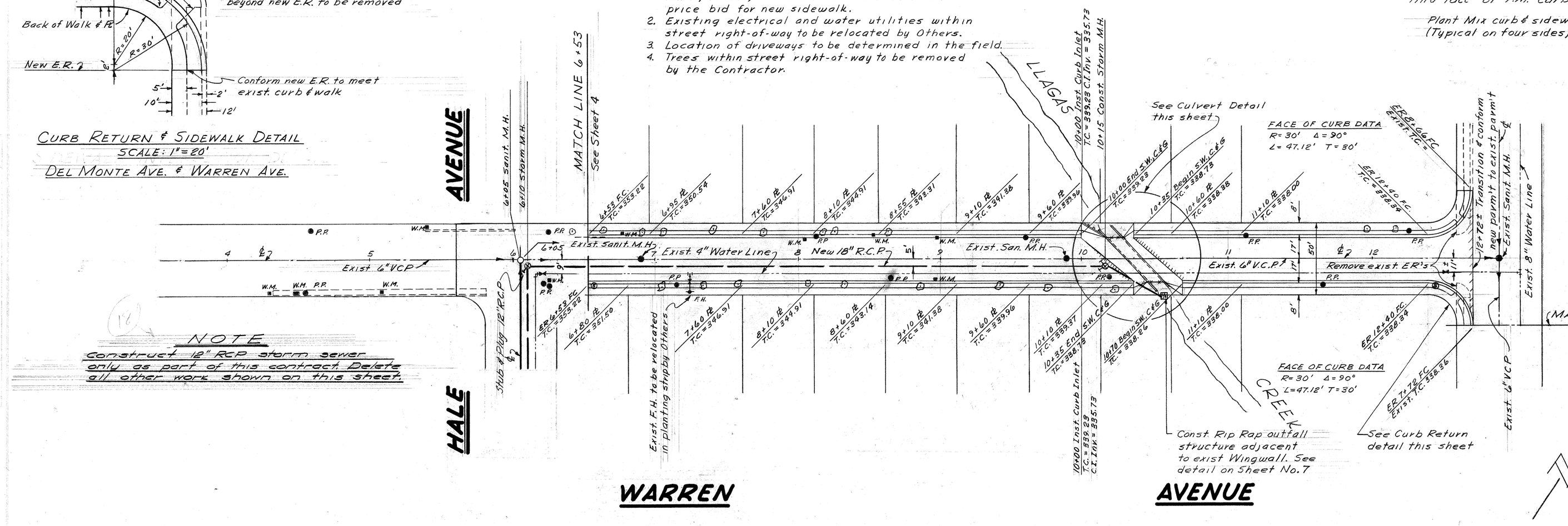
#3

254.01 HALE / WARREN / DEL MONTE - DRAINAGE



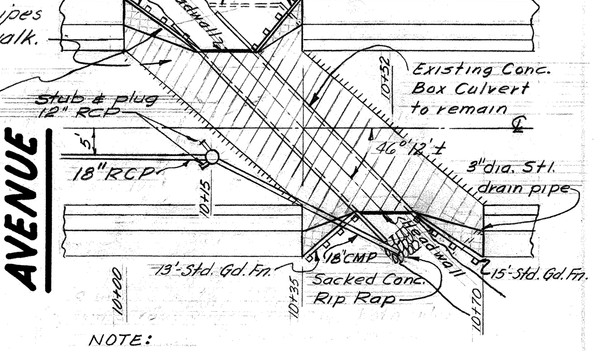
CURB RETURN & SIDEWALK DETAIL
SCALE: 1"=20'
DEL MONTE AVE. & WARREN AVE.

NOTE: 1. Contractor to restore property improvements within street right-of-way to meet and conform with new sidewalk. This item will include driveways, lawns, fences, etc. and to be included in unit price bid for new sidewalk.
2. Existing electrical and water utilities within street right-of-way to be relocated by Others.
3. Location of driveways to be determined in the field.
4. Trees within street right-of-way to be removed by the Contractor.



NOTE
Construct 12" RCP storm sewer only as part of this contract. Delete all other work shown on this sheet.

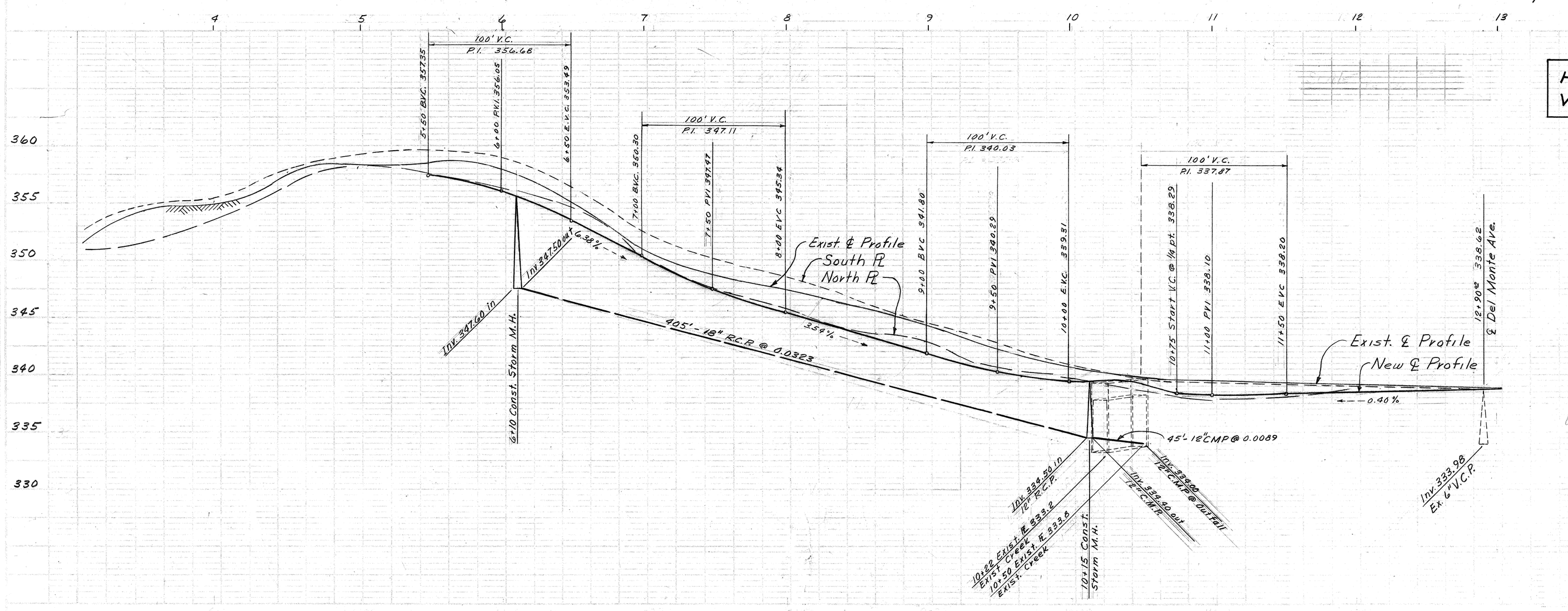
Construct temporary roadway section (1½" P.M.) over existing culvert. Const. low points at flow line at location of drain pipes thru face of P.M. curb & walk.



NOTE:
Conform plant mix curb & walk from ends of conc. walk to meet temporary roadway section at culvert headwall. Match new guard fence to meet existing wooden railing on culvert headwall; remove portion of existing railing NOT on the headwall.

CULVERT DETAIL
NO SCALE

SCALE: 1"=40'



REVISED

WARREN AVENUE
VALLEY VIEW IMPROVEMENT DISTRICT
City of Morgan Hill California

(2/7)

HALE/WARREN/ DEL MONTE