ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
LOWER CALERA CREEK FLOOD PROTECTION PROJECT
Project No. 40174005 Contract No. C0666

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

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

Section 13. General Requirements

1. ADD the following to Article 13.04.02. Environmental Reports, under Paragraph A:


Section 19. Environmental

2. ADD the following Paragraph B to Article 19.07.03 General Nesting Seasons:

“B. The Contractor’s attention is directed to Article 13.04.02 Environmental Reports, Bullet No. 5 for information of bird observations and nesting bird abatement recommendations at the project site.”
TECHNICAL PROVISIONS

Section 23. Preparatory Work

3. **REPLACE** Article 23.02.01 Scope of Work, Paragraph C with:

   “C. Topsoil grubbing shall be limited to a depth of six (6) inches to preserve underlying high quality topsoil for salvage and reuse. Topsoil grubbing shall not be conducted at the locations shown on the Drawings where existing native plants are to be salvaged for temporary storage, maintenance and later replanting in the new revegetation bench.

4. **ADD** the following Paragraph L to Article 23.05.01.01 Scope of Work:

   “L. The asphalt pavement trail along Lower Berryessa Creek will not require a dewatering plan. However, the Contractor will be required to prepare a separate SWPPP (from the Lower Calera Creek work) for this trail work, see Article 19.01 “Compliance with NPDES General Permit.”

Section 24. Earthwork

5. **REPLACE** Article 24.01.03.02 Materials, Paragraphs A.3 and A.4 with:

   “3. Plasticity Index (PI) in the range of 10 to 25.
   4. Liquid Limit (LL) not to exceed 45.”

Section 28. Miscellaneous Items

6. **DELETE** Article 28.02.02 Design, Paragraph E in its entirety:

APPENDICES

Appendix A

7. **ADD** Attachment No. 1 – Performance Bond Dual Obligee Rider

CONSTRUCTION PLANS

PLAN SHEETS

8. **REPLACE** the following Sheet Codes as shown in Attachment No. 2

   a) G-04: Drawing Index (Sheet No. 4 of 144)
   b) D-01: Demolition Plan (Sheet No. 27 of 144)
c) D-05: Demolition Plan (Sheet No. 31 of 144)
d) C-01: Right Bank Plan and Profile (E - Line Sta. 13+00 to 18+50) (FW21 – Line Sta. 10+03 to 15+00) (Sheet 36 of 144)
e) C-05: Left Bank Plan and Profile (FW20 – Line Sta. 10+00 to 14+76) (Sheet 40 of 144)
f) C-17: North Milpitas Boulevard – Crossing Detail (Sheet No. 52 of 144)
g) U-01: VTA/BART to North Milpitas Boulevard – Grading and Drainage (Sheet No. 71 of 144)
h) U-02: North Milpitas Boulevard – Grading and Drainage (Sheet No. 72 of 144)
i) U-07: Existing Pothole Location Map (Sheet No. 77 of 144)
j) S-41: General Notes (Sheet No. 96 of 144)
k) S-42: Key Plan (Sheet No. 97 of 144)
l) L-02: Topsoil Salvage Plan (E – Line Sta 18+50 to 26+00) (Sheet No. 117 of 144)

9. The following Reference Documents will be posted in the Valley Water website at [https://www.valleywater.org/construction]:
   a) Conceptual Nesting Bird Abatement Plan - Lower Calera Creek
   b) Lower Berryessa Dewatering Plan dated September 26, 2013

GENERAL QUESTIONS AND RESPONSES

Question 1. (February 5, 2021)

Would it be possible to get the proposed and existing design CAD files, as well as, any digital cross section that are available for the Lower Calera Creek Flood Protection Project?

Response 1.

CAD files will only be released to the successful contractor after the contract has been awarded.

Question 2. (February 8, 2021)

Brosamer & Wall is requesting to extend the bid opening date of the above project to March 24, 2021 due to conflict with other projects bidding at the same time.

Response 2.

Due to a tight schedule with our regulatory permits, Valley Water will not extend the bid opening date.
Question 3.  (February 9, 2021)

If hazardous materials are found, will the SCVWD be considered the generator of this material?

Response 3.

The Contractor's attention is directed to Article 13.04.03 “Hazardous Materials Investigation Reports” for available assessment reports of the project site. An electronic version of these reports are available on the District's Construction Administration webpage: https://www.valleywater.org/construction.

If hazardous or regulated materials are encountered during construction, the Contractor’s attention is directed to Article 10.11, “Regulated Material Management” in the Specifications, the Contractor is responsible and shall obtain all the permits and pay all fees and taxes for satisfying the requirements of any regulatory agency for the storage, monitoring, usage, transportation, safety, or for any other requirements regarding the management of Regulated Materials on and off the Project Site.

Question 4.  (February 9, 2021)

A Final Dewatering Plan (Dated 9/27/2013) is referenced in the CDFW permit. Can this plan be made available to bidders?

Response 4.

The Lower Berryessa Creek Dewatering Plan dated September 26, 2013 will be posted in the Valley Water website. See item 9(b) of this Addendum.

Question 5.  (February 9, 2021)

The permits combine work plans for the Lower Calera Creek and Lower Berryessa Creek Flood Improvements. In the permits, a dewatering system identifying the use of cofferdams and bypass pipes is shown as required for the Lower Berryessa Creek. As far as we can tell, the Lower Berryessa Creek work is not included in this solicitation. Please Verify.

Response 5.

The asphalt paving work on top of the trail/maintenance road in the Lower Berryessa Creek is part of the Lower Calera Creek Project. Since the work for the asphalt paving is on top of the completed levee along Lower Berryessa Creek, a Dewatering Plan is not required for this element of work. See item 4 of this Addendum with an added paragraph L to Article 23.05.01.01.

The asphalt paving work will require that the Contractor prepare a separate SWPPP as stated in Article 19.01 “Compliance with NPDES Permit” paragraph A.2 that states a second SWPPP shall be developed for the asphalt paved trail along Lower Berryessa Creek. However, the Lower Calera Creek Project involves channel work and a Dewatering Plan is required in accordance with Article 23.05 “Control of Water.”.
Question 6.  (February 9, 2021)

Please verify there are no cofferdams and creek diversions/bypass requirements for the Lower Calera Creek project.

Response 6.

The Contractor is responsible for designing and implementing a dewatering plan for the Lower Calera Creek project in accordance with Article 23.05 “Control of Water”.

Question 7.  (February 9, 2021)

Was the information and recommendations provided in the Geotechnical reports relied upon to perform the foundation design for the project?

Response 7.

Yes, our structural consultant utilized the geotechnical report to design the foundation design.

Question 8.  (February 9, 2021)

Has a Geotechnical Engineer reviewed the final construction documents and determined the design is consistent with the recommendations of the geotechnical report?

Response 8.

Both the geotechnical engineer and structural engineer have reviewed the plans to ensure they are consistent with the geotechnical report.

Question 9.  (February 9, 2021)

Can bidders have access and ability to perform a geotechnical investigation and/or test pits at the project site prior to bid date in order to determine accuracy of the geotechnical reports?

Response 9.

This is not one of the services that is part of this contract. Valley Water and its consultants are responsible for the design. Pilot holes are required by the contractor to check for groundwater conditions and part of the control of water design. The contractor’s attention is directed to Article 23.05 “Control of Water” and Article 23.05.01.01 paragraph K for requirements to conduct pilot holes.

Question 10.  (February 9, 2021)

We request a 3-week postponement of the project bid date given the shortened period between the pushed site visit and bid date, as well as the ongoing impacts of the Covid-19 pandemic.
Response 10.

Due to a tight schedule with our regulatory permits, Valley Water will not extend the bid opening date.

Question 11. (February 10, 2021)

Please help clarify the specification requirements.

28,02 Passive Flood Gate- Bid Item 20

28,02,02 A. Calls out the exclusion of any electric or mechanical powered equipment, springs or pumps for operation on the gate.

28,02,02 E. States, The passive flood gate shall include the ability to power the gate into operating position using a powered lift system.

Response 11.

Article 28.02.02 “Design” paragraph E has been deleted. See item 6 of this Addendum.

Question 12. (February 10, 2021)

Please clarify and/or re-issue Sheet S-42, the sheet states that the floodwalls downstream of N. Milpitas Blvd are “By Others”, which contradicts other drawings and what was stated during the site walk conducted.

Response 12.

Sheet S-42 has been updated to remove the “By Others” reference on the floodwalls downstream of N. Milpitas Blvd. See item 8(e) of this Addendum.

Question 13. (February 14, 2021)

Which detail shows the dimensions for Wall Types 5 & 6, 7 & 8?

Response 13.

Detail C on sheet S-59 shows the dimensions for wall types 5, 6, & 7. The adjacent table shows the required reinforcement for these wall types. Wall type 8 is not referenced in the drawings.

Question 14. (February 16, 2021)

Can the 6-Inch thick Enviroflex® Scour Protection System be considered an approved equal product for the ACB Revetment System in Section 25.04 within the bid documents for the subject project?

The following bullet-point information for Enviroflex® is provided and is further detailed in the attached documents:
-- Enviroflex® is an open-celled (~20%), fiber reinforced concrete articulating block (ACB) revetment system. Enviroflex® is a tapered block and is connected together via overlapping edges resulting in no protruding edges in the direction of flow, which minimizes shear stress and overturning moment on the product.

-- The Enviroflex® Scour Protection System can accommodate flow velocities of up to 23 ft/sec with a critical shear stress of 24.3 lbs/sq ft for the 6-inch thick product.

-- The Enviroflex® Scour Protection System has been tested in accordance with FHWA Report No. FHWA-RD-88-181 and FHWA-RD-89-199. Our hydraulic testing was performed in a 2H:1V flume.

-- The Enviroflex® system has been used within numerous drivable basin and channel applications.

-- The Enviroflex® Scour Protection System has been substituted on numerous successful projects and is an approved product with both CALTRANS and NDOT

Response 14.

The Contractor shall bid on items of work in the plans and specifications at this time. Substitutions may be considered during construction to the winning contractor in accordance with Article 7.07 “Substitutions” and Article 7.08 “Or Equal Items”.

Question 15. (February 17, 2021)

The Table of Flood Wall Dimension shown on Sheet S-59 is incomplete. The Table only includes Wall Types 1, 2, 3 & 4. The table is missing Wall Types 5, 6 & 7. Please updated flood wall dimension table to include all of the flood wall types.

Response 15.

Wall types 5, 6, & 7 are detailed as part of detail C on sheet S-59. Detail C shows dimensions on the detail, rather than in a table.

Question 16 (February 17, 2021)

1. On sheet L-02 Top Soil Salvage Plan note 1 says “Topsoil salvage polygons and salvage depths shown are approximate…” I do not see a topsoil salvage depth shown and the drawing says Not to Scale. Can you please provide the approximate salvage depth as indicated in note 1 for estimating purposes. We understand this may vary in field depending on what is encountered, but you need a level playing field for your contractors to bid on.

Response 16

Topsoil salvage depth has been called out in Article 24.01.02 of the specifications. This is also shown on the plans on sheet L-02.
**Question 17 (February 17, 2021)**

2. On sheet L-02 Top Soil Salvage Plan, Clear and Grub in the Top Soil Salvage areas is specified as 6”. Specification Section 23.02.01 C specifies this dimension as 4”. Please clarify if you want 4” or 6”.

**Response 17**

Clearing and grubbing in the topsoil salvage areas shall be 6 inches. See item 3 of this Addendum.

**Question 18 (February 17, 2021)**

3. Can you please clarify the need for temporary diversion systems for Lower Calera Creek versus Lower Berryessa Creek.

Specification 23.05.02.01 B Temporary Water Diversion indicates typical summer flows in Lower Calera Creek are 10 CFS and the temporary water diversion system is to be designed by the Contractor. But in the attachment to the Specification, both in the CWA 401 Certification and the Dewatering Plan, there is a design and calculations for Lower Berryessa Creek (a 36” HPDE and 6’ gravel bags dams, based on 20 CFS). All the in channel work appears to be in Lower Calera Creek and ends at the BART/VTA tracks. All the work in the Lower Berryessa Creek area is AC trail paving at top of bank. Why is a design of a temporary creek diversion included for Lower Berryessa Creek?

**Response 18**

A paragraph was added to Article 23.05.01.01 Scope of Work. See item 4 of this Addendum.

THIS ADDENDUM NO. 2, WHICH CONTAINS 8 PAGES AND 2 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

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

Enclosure(s): Attachment No. 1: Performance Bond Dual Obligee Rider
Attachment No. 2: Revised Drawings
ATTACHMENT NO. 1

Performance Bond Dual Obligee Rider
WHEREAS, heretofore, and on [date the Board awards the Contract], [name of construction company awarded the Contract] (hereinafter designated as “Principal”) entered into a written agreement with the Santa Clara Valley Water District (hereinafter “District”), for construction of Lower Calera Flood Protection Project, Contract No. C0666, in accordance with drawings and specifications prepared by District, herein referred to as the Contract; and

WHEREAS, [name of construction company] as Principal, and [name of Performance Bond surety company or companies if more than one will be provided by the Contractor] as Surety, made, executed, and delivered to District, as Obligee, their joint and several, Performance Bond; and

WHEREAS, the Obligee has requested the Principal and Surety to join with the Obligee in the execution and delivery of this Rider, and the Principal and Surety have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and the other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The Performance Bond is hereby amended as follows:

1. The name of “City of Milpitas” is added to said Bond as an additional Obligee.

2. The rights of City of Milpitas, as an additional Obligee, are subject to the following conditions:
   (a) the Surety shall not be liable under the Bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth; (b) the aggregate liability of the Surety, as described in the Bond, to the District and City of Milpitas, as their interests may appear, remains as stated, notwithstanding the issuance of this Dual Obligee Rider; (c) the Surety may, at its option, make any payments pursuant to the Bond by check(s) issued jointly.

3. Surety agrees that any change order issued in accordance with the general conditions of the Contract, which change order increases the total Contract price, shall be binding upon Surety and covered under the Bond without notice to or any act by Surety.

4. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the __________ day of ____________________, 20______.

PRINCIPAL:

__________________________  __________________________
Signature                Signature

__________________________  __________________________
Name                    Name

__________________________  __________________________
Title                   Title

__________________________  __________________________
Address                  Address

SURETY:

NOTE: Signature of those executing for Surety must be properly acknowledged.
ATTACHMENT NO. 2

REVISED DRAWINGS

a) G-04: Drawing Index (Sheet No. 4 of 144)
b) D-01: Demolition Plan (Sheet No. 27 of 144)
c) D-05: Demolition Plan (Sheet No. 31 of 144)
d) C-01: Right Bank Plan and Profile (E - Line Sta. 13+00 to 18+50) (FW21 – Line Sta. 10+03 to 15+00) (Sheet 36 of 144)
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k) S-42: Key Plan (Sheet No. 97 of 144)
l) L-02: Topsoil Salvage Plan (E – Line Sta 18+50 to 26+00) (Sheet No. 117 of 144)
Certificate Of Completion

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Certificate Pages: 4 Initials: 0 Kristy McMurtrie
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- Until or unless you notify Santa Clara Valley Water District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Santa Clara Valley Water District during the course of your relationship with Santa Clara Valley Water District.