

DOCUMENT 00913

ADDENDUM NUMBER 3

Issued: March 12, 2013

Dry Creek Habitat Enhancement Demonstration Project, Phase II

FROM: Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403-9019

TO: Prospective Bidders

This Addendum forms a part of and modifies the Project Manual dated February 2013. Bidder shall acknowledge receipt of this Addendum in the space provided in Document 00400 (Bid Form).

Modified text is indicated as follows: Double-underline designates text to be inserted; ~~strikethrough~~ designates text to be deleted

Addendum Number 3 consists of 12 pages (size 8 1/2" x 11") and 0 revised Drawings.

I. General Changes

- A. At all occurrences, change Bid submittal time as follows:
 - Envelope "A": ~~10:00 a.m.~~ 2:00 p.m.
 - Envelope "B": ~~11:00 a.m.~~ 3:00 p.m.

II. Changes to Prior Addenda

- A. No changes.

III. Changes to Introductory Information and Bidding Requirements

- A. Document 00100 (Advertisement for Bids):
 - 1. Modify Paragraph 7, as follows:
 - RIGHTS-OF-WAY.** Owner is in the process of acquiring the rights-of-way indicated. In the event that Owner is unable to acquire the rights-of-way for Work upstream of Station 347 + 00 ("Upstream Work") by the anticipated date for issuance of Notice to Proceed, , Owner may exclude certain portions of the Work postpone issuance of Notice to Proceed for the Upstream Work until the 2014 construction season.
 - 2. Insert the following at the end of Article 8:
 - Project is on private property, therefore Bidders who wish to visit the Site must be accompanied by a representative of Owner.
- B. Document 00200 (Instructions to Bidders):
 - 1. Insert the following after Paragraph 7.F:
 - G. Project is on private property, therefore Bidders who wish to visit the Site must be accompanied by a representative of Owner.

C. Section 00400 (Bid Form)

1. Paragraph 4, insert the following as Bid item 33 in the Schedule of Bid Prices:

| | | | | | |
|------------|--|---------------|-----------------|--------------|-----------|
| <u>33.</u> | <u>Postponement of Work upstream of Station 347 + 00 ("Upstream Work")</u> | <u>XXXXXX</u> | <u>Lump Sum</u> | <u>XXXXX</u> | <u>\$</u> |
|------------|--|---------------|-----------------|--------------|-----------|

IV. Changes to Contracting Requirements

A. Document 00510 (Notice of Award):

1. Modify Paragraph 2.e as follows:

e. Deliver to Owner four original copies of Document 00630 (Guaranty), each executed by you. In the event Owner postpones the Work upstream of Station 347 + 00 ("Upstream Work") (as provided in Section 3.1 of Document 00520 [Agreement], Owner will require separate one-year guarantees as follows: One guarantee for Work downstream of station 347+00 (Downstream Work) and one for Upstream Work, both in the form provided as Document 00630 (Guarantee). In such an event, Owner will provide appropriate documents to Contractor for execution prior to Issuance of the first Notice to Proceed and Contractor agrees to execute and return the Guarantees to Owner within three (3) Days of their receipt.

B. Document 00520 (Agreement):

1. New Bid Item 33 will be added to the final Contract Documents.

2. Modify Paragraph 3.1, as follows:

3.1 Contract Time.

Contractor shall commence Work on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Except as provided in Section 3.1.1, Postponement of Work upstream of Station 347 + 00 ("Upstream Work"), Contractor shall achieve Substantial Completion of the entire Work within 129 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 159 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

3. Insert the following after Paragraph 3.1:

3.1.1 Postponement of Work upstream of Station 347 + 00 ("Upstream Work"). If Owner is unable to obtain rights-of-way for Upstream Work, prior to the anticipated date of issuance of the Notice to Proceed for the Project, then Notice to Proceed will not be issued for the Upstream Work. In such a case, Owner anticipates issuance of a separate Notice to Proceed for the Upstream Work for the 2014 construction season, provided Owner has secured the necessary rights-of-way by that time. In the event that Notice to Proceed for Downstream Work is issued separately from Notice to Proceed for the Upstream Work, the Contract Time shall be as follow:

Contractor shall achieve Substantial Completion of the Downstream Work within 129 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

Contractor shall achieve Final Completion of the Downstream Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 159 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

Contractor shall achieve Substantial Completion of the Upstream Work within 129 Days from the date of the Issuance of Notice to Proceed for the Upstream Work.

Contractor shall achieve Final Completion of Upstream Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 159 Days from the date of Notice to Proceed for Upstream Work.

If Owner postpones Upstream Work, the option will be exercised concurrent with Notice to Proceed for Downstream Work. In such case, Owner anticipates that a second Notice to Proceed for Upstream Work will be issued approximately June 15, 2014, provided necessary rights-of-way have been obtained.

4. Insert the following after Paragraph 3.2.2:

However, if Owner postpones issuance of Notice to Proceed for the Upstream Work as provided for in Paragraph 3.1 above, Owner and Contractor agree that as liquidated damages for delay of completion, Contractor shall pay Owner:

- 3.2.3 One thousand four hundred dollars (\$1,400.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the Downstream Work, until achieved.
- 3.2.4 Six hundred dollars (\$600.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of Downstream Work, until achieved.
- 3.2.5 One thousand four hundred dollars (\$1,400.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the Upstream Work, until achieved.
- 3.2.6 Six hundred dollars (\$600.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of Upstream Work, until achieved.

C. Document 00550 (Notice to Proceed):

1. Insert the following as the second paragraph:

In the event Owner postpones the Work upstream of Station 347 + 00 ("Upstream Work"), Owner will issue a separate Notice to Proceed for Upstream Work on approximately June 15, 2014, provided Owner has obtained the necessary rights-of-way by such time.

V. Changes to Conditions of the Contract

A. Document 00800 (Supplementary Conditions):

1. Insert the following as Paragraph 2.A: (renumber remaining paragraphs accordingly)
- A. Supplement to Paragraph 3.2A:

In the event Owner postpones the Work upstream of Station 347 + 00 ("Upstream Work"), a second Notice to Proceed will be issued for Upstream Work and Contractor shall not do any Work upstream of Station 347+00 prior to Owner issuing a Notice to Proceed for Upstream Work.

VI. Changes to Specifications

A. Section 01100 (Summary):

1. Insert the following as Paragraph 1.3.D.33:
 33. Postponement of Work upstream of Station 347 + 00 ("Upstream Work"). (Only used in the event Owner postpones Upstream Work) The lump sum price paid under this item shall be full payment for all expenses incurred due to postponement of Upstream Work, including but not limited to price escalation, and storage of materials. No additional compensation shall be allowed.
2. Insert the following as Paragraph 1.6.C:
 - D. Per Document 00520 (Agreement), Owner may postpone Upstream Work. In such an event, Owner anticipates that a second Notice to Proceed for Upstream Work will be issued approximately June 15, 2014, provided necessary rights-of-way have been obtained.
3. Modify Paragraph 1.10.H, as follows:
 - H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.6 1.5A of this Section 01100, if any, prior to Substantial Completion of all of the Work.
4. Insert the following as Paragraph 1.11.H
 - H If Owner postpones Upstream Work:
 1. No equipment or materials shall be stored at the Site over the winter without Owner's consent.
 2. No access routes shall be established or other improvements constructed in Upstream Work area until and unless Owner issues Notice to Proceed for the Upstream Work.
5. Modify Paragraph 1.16.A, as follows:
 - A. Owner is in the process of acquiring the rights-of-way indicated. In the event that Owner is unable to acquire the rights-of-way for Upstream Work by the anticipated date of issuance of Notice to Proceed, then Notice to Proceed will not be issued for the Upstream Work for the 2013 construction season. In such a case, Owner anticipates issuance of a separate Notice to Proceed for the Upstream Work for the 2014 construction season, provided Owner has secured the necessary rights-of-way by that time. the Notice to Proceed may exclude certain portions of the Work.

B. Section 01200 (Price and Payment Procedures):

1. Modify Paragraph 1.5.D, as follows:
 - D. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75-50 percent or greater than 125 percent of the estimated quantities contained in Document 00400 (Bid Form) or otherwise referenced in Section 01100 (Summary). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased

economies of scale. For quantities reduced to less than ~~75~~50 percent of the estimated Bid quantity, the payment for the total pay quantity of such item of Work will in no case exceed the payment that would have been made for the performance of ~~75~~50 percent of the estimated Bid quantity for such item at the original Contract unit price

C. Section 01315 (Project Meetings):

1. Insert the following as Paragraph 1.3.B: (renumber remaining paragraphs accordingly)
 - B. If Owner postpones Work upstream of Station 347 + 00 ("Upstream Work") and issues a second Notice to Proceed: within 30 Days of issuance of second Notice to Proceed, meet with Owner and conduct initial review of Contractor's draft Schedule of Submittals, draft Schedule of Values, and Initial Schedule.

D. Section 01770 (Contract Closeout):

1. Insert the following as Paragraph 1.4.A: (renumber remaining paragraphs accordingly)
 - A. In the event Owner postpones Work upstream of Station 347 + 00 ("Upstream Work"), Owner will issue a Certificate of Completion for Work downstream of Station 347 + 00 ("Downstream Work") separately from Upstream Work.
 1. Owner will issue a Certificate of Completion for Downstream Work when, in Owner's opinion, completion of Downstream Work has been achieved.

VII. Changes to Drawings

- A. No Changes

VIII. Question(s)/Answer(s)

Owner's responses to Bidder questions shall be for the purposes of interpretation and clarification of the Contract Documents only, and shall not be construed as changing, superseding, or contradicting any express term in the Contract Documents. If any Bidder believes that a response to a question warrants a change in any term in the Contract Documents, the Bidder shall so request the change be made in writing addressed to Owner and received no later than the latest date for submitting Bidder questions. In the absence of a change in any term of the Contract Documents, the express terms of the Contract Documents shall have precedence. Bidder questions are listed below verbatim.

A. Granite Construction Company:

1. Dry Creek Project, can you post the soils report, or email a copy?

Owner's response: The information is now available on Owner's website:
http://www.scwa.ca.gov/files/docs/projects/Dry-Creek-Habitat-Phase-II/377_Geotechnical%20Investigation%20Report%20-%20Dry%20Creek%20Habitat%20Enhancement%20Demonstration%20Projects%20-%20Phase%203.pdf

END OF DOCUMENT

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders), paragraph 1.

TO THE HONORABLE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: CONTRACT NUMBER 45-6.1-7 #3, Dry Creek Habitat Enhancement Demonstration Project, Phase II

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Sonoma County Water Agency, a public agency of the State of California ("Owner") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and all of the Addenda (receipt of all of which is hereby acknowledged). The Addenda are listed below.

| Addendum Number | Addendum Date | Signature of Bidder |
|-----------------|---------------|---------------------|
| | | |
| | | |
| | | |
| | | |

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
- (c) Bidder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built

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drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL |
|------|---|--------------------|----------|------------|-------|
| 1. | Bonds | XXXXXX | Lump Sum | XXXXX | \$ |
| 2. | Insurance | XXXXXX | Lump Sum | XXXXX | \$ |
| 3. | Safety Program and Implementation | XXXXXX | Lump Sum | XXXXX | \$ |
| 4. | a. Construction Material Waste Management Plan and Implementation for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |
| | b. Construction Material Waste Management Plan and Implementation for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |
| 5. | a. Storm Water Pollution Prevention Plan and Implementation for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |
| | b. Storm Water Pollution Prevention Plan and Implementation for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL |
|------|--|--------------------|----------|------------|-------|
| 6. | a. Mobilization/ Demobilization for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| | b. Mobilization/ Demobilization for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| 7. | a. Clearing and Grubbing for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| | b. Clearing and Grubbing for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| 8. | a. Temporary Access Improvements for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| | b. Temporary Access Improvements for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| 9. | a. Control of Water (Stream Diversion) for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| | b. Control of Water (Stream Diversion) for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| 10. | a. Control of Water (Dewatering) for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |
| | b. Control of Water (Dewatering) for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXXX | \$ |

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| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL |
|------|---|--------------------|-------------|------------|-------|
| 11. | Earthwork - Enhancement Area A* | 13,150 | Cubic Yard | \$ | \$ |
| 12. | Earthwork - Enhancement Area B* | 2,200 | Cubic Yard | \$ | \$ |
| 13. | Earthwork - Enhancement Area C* | 12,450 | Cubic Yard | \$ | \$ |
| 14. | Earthwork - Wallace Property | XXXXXX | Lump Sum | XXXXX | \$ |
| 15. | Earthwork - Mascherini Property | XXXXXX | Lump Sum | XXXXX | \$ |
| 16. | Logs | 637 | Each | \$ | \$ |
| 17. | Logs with Rootwads | 371 | Each | \$ | \$ |
| 18. | Snags | 311 | Each | \$ | \$ |
| 19. | Ballast Boulders (Owner furnished) | 700 | Each | \$ | \$ |
| 20. | Ballast Boulders (Contractor furnished) | 358 | Each | \$ | \$ |
| 21. | Streambed Boulders (Contractor furnished) | 97 | Each | \$ | \$ |
| 22. | Cable Attachment, Log to Log | 1,096 | Each | \$ | \$ |
| 23. | Cable Attachment, Log to Boulder | 529 | Each | \$ | \$ |
| 24. | Storm Drain Outfall | XXXXXX | Lump Sum | XXXXX | \$ |
| 25. | Type 1 Slope Protection | 40,000 | Square Foot | \$ | \$ |
| 26. | FES Lift (Type 2 and 3 Banks) | 6,000 | Square Foot | \$ | \$ |
| 27. | FES Lift (Type 4 Bank) | 13,000 | Square Foot | \$ | \$ |
| 28. | Live Stakes | 1,000 | Each | \$ | \$ |
| 29. | ½ Ton Riprap Backfill | 2,000 | Ton | \$ | \$ |
| 30. | Riffles | 12,000 | Square Foot | \$ | \$ |
| 31. | 12" Diameter Ductile Iron Pipe | 140 | Linear Foot | \$ | \$ |

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--|---|--------------------|----------|------------|-------|
| 32. | a. All Other Work for Work upstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |
| | b. All Other Work for Work downstream of Station 347 + 00 | XXXXXX | Lump Sum | XXXXX | \$ |
| 33. | Postponement of Work upstream of Station 347 + 00 ("Upstream Work") | XXXXXX | Lump Sum | XXXXX | \$ |
| TOTAL BID PRICE | | | | | \$ |
| *Bid Items 11, 12, 13, (Earthwork A, B, And C), are designated as Final Pay Items. | | | | | |

Total: _____
 (Words)

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter unless the Notice of Award is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00611 (Construction Performance Bond), and Document 00612 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "Sonoma County Water Agency."
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that Owner has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Owner has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the

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undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

- 11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).
- 12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____
Licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

Date of Execution

Place of Execution

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s), (name, title):

Officers authorized to sign contracts:

Signature of Officer

Title

Date of Execution

Place of Execution

Telephone Number(s):

Fax Number(s):

Email address(es):

Date of Bid:

END OF DOCUMENT