MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

For Construction Of SANTA MARGARITA SITE BACKFLUSH BASIN EXPANSION PROJECT

GENERAL

Reminder An alternative mandatory field inspection of the project area will be held on Tuesday June 26, 2018 at 2:00 p.m. Attendance at only one meeting is required; attendance at both meetings is *not* required. Please meet at the Monterey Peninsula Water Management District Office located at 5 Harris Court Building G, Monterey, California, 93940.

Scope

The following revisions are made to the Contract Documents and its attachments for the subject project.

This Addendum (including attachments), dated June 15, 2018, includes 15 pages.

ADDITIONAL INFORMATON

The first mandatory pre-bid meeting was held on June 14, 2018. The Agenda is included in **Exhibit A**. Meeting minutes are included in **Exhibit B**. Meeting attendees are included in **Exhibit C**.

REVISIONS

Item No. 1

Contract, 6. Hours of Labor

Replace: "The Contractor shall forfeit, as penalty, to the District, twenty-five dollars (\$25) for each worker employed in execution of the contract by him or by any subcontractor,"

With the following: "The Contractor shall forfeit, as penalty, to the District, prevailing wages for each worker employed in execution of the contract by him or by any subcontractor,"

Item No. 2

General Conditions, 6.25. Wages of Employees

Replace: "The Contractor shall forfeit, as penalty, to the District, fifty dollars(\$50) for each worker employed in execution of the contract by him or by any subcontractor."

With the following: "The Contractor shall forfeit, as penalty, to the District, prevailing wages for each worker employed in execution of the contract by him or by any subcontractor,"

Item No. 3

General Conditions 11.02. Retentions

Replace: "The District shall retain ten percent (10%)"

With the following: "The District shall retain five percent (5%)"

Item No. 4

General Conditions 11.08. Liquidated Damages for Delay

Replace: "It is agreed by the parties to the contract that time is of the essence and that in case all the work is not completed before or upon the expiration of the time limit as set forth, damage will be sustained by the District, and that it is and shall be impracticable to determine the actual amount of damage by reason of such delay, and it is therefore agreed that the Contractor will pay to the District the sum of two hundred fifty dollars (\$250) per day for each and every calendar day's delay beyond the time prescribed. It is agreed that such damages shall be in addition to the compensation required pursuant to paragraph 11.07 above."

With the following: "It is agreed by the parties to the contract that time is of the essence and that in case all the work is not completed before or upon the expiration of the time limit as set forth, damage will be sustained by the District, and that it is and shall be impracticable to determine the actual amount of damage by reason of such delay, and it is therefore agreed that the Contractor will pay to the District the sum of one thousand dollars (\$1000) per day for each and every calendar day's delay beyond the time prescribed. It is agreed that such damages shall be in addition to the compensation required pursuant to paragraph 11.07 above."

Item No. 5

Special Conditions, 4 Environmental Mitigation Requirements

Add the following:

Oak trees near the construction area must have protective fencing placed around them extending 3' from the drip line.

Implement Non-Native, Invasive Species Controls. The following measures shall be implemented to reduce the introduction and spread of non-native, invasive species:

- Any landscaping or replanting required for the project shall not use species listed as noxious by the California Department of Food and Agriculture (CDFA).
- 2. Bare and disturbed soil shall be landscaped with CDFA recommended seed mix or plantings from locally adopted species to preclude the invasion on noxious weeds in the Project Study Area.
- 3. Construction equipment shall be cleaned of mud or other debris that may contain invasive plants and/or seeds and inspected to reduce the potential of spreading noxious weeds, before mobilizing to arrive at the construction site and before leaving the construction site.
- 4. All non-native, invasive plant species shall be removed from disturbed areas prior to replanting.

Conduct Pre-Construction Surveys for California Legless Lizard. The project proponents shall retain a qualified biologist to prepare and implement a legless lizard management plan in coordination with CDFW, which shall include, but is not limited to, the protocols for pre-construction surveys, construction monitoring, and salvage and relocation. The management plan shall include, but is not limited to, the following:

Pre-Construction Surveys. Pre-construction surveys for legless lizards shall be conducted in all suitable habitat proposed for construction, ground disturbance, or staging. The qualified biologist shall hold or obtain a CDFW scientific collection permit for this species. The pre-construction surveys shall use a method called "high-grading." The high grading method shall include surveying the habitat where legless lizards are most likely to be found, and the survey must occur under the conditions when legless lizards are most likely to be seen and captured (early morning, high soil moisture, overcast, etc.). The intensity of a continued search may then be adjusted, based on the results of the first survey in the best habitat. A "three pass method" shall be used to locate and remove as many legless lizards as possible. A first pass shall locate as many legless lizards as possible, a second pass should locate fewer lizards than the first pass, and a third pass should locate fewer lizards than the second pass. All search passes shall be conducted in the early morning when legless lizards are easiest to capture. Vegetation may be removed by hand to facilitate hand raking and search efforts for legless lizards in the soil under brush. If lizards are found during the first pass, an overnight period of no soil disturbance must occur before the second pass, and the same requirement shall be implemented after the second pass. If no lizards are found during the second pass, a third pass is not required.

Installation of a barrier, in accordance with the three pass method, shall be required if legless lizards are found at the limits of construction (project boundaries) and sufficient soft sand and vegetative cover are present to suspect additional lizards are in the immediate vicinity on the adjacent property. A barrier shall prevent movement of legless lizards into the property. All lizards discovered shall be handled according to the salvage procedures outlined below.

 Salvage and Relocation. Only experienced persons may capture or handle legless lizards

Conduct Pre-Construction Surveys for Monterey Dusky- Footed Woodrat.

To avoid and reduce impacts to the Monterey dusky-footed woodrat, the project proponents shall retain a qualified biologist to conduct pre-construction surveys in suitable habitat proposed for construction, ground disturbance, or staging within three days prior to construction for woodrat nests within the project area and in a buffer zone 100 feet out from the limit of disturbance. All woodrat nests shall be flagged for avoidance of direct construction impacts and protection during construction, where feasible. Nests that cannot be avoided shall be manually deconstructed prior to land clearing activities to allow animals to escape harm. If a litter of young is found or suspected, nest material shall be replaced, and the nest left alone for 2-3 weeks before a re-check to verify that young are capable of independent survival before proceeding with nest dismantling.

Item No. 6

Special Conditions, 10. Clean-up Work

Add the following:

All materials removed or demolished by the Contractor must be removed from site by the Contractor and disposed of at a licensed facility at the Contractor's expense.

Item No. 7

Special Conditions, 10. Clean-up Work

Add the following:

Disturbed areas outside of the percolation basin shall be covered with certified weed free mulch or straw.

Item No. 8

Construction Specifications and Drawings.

Add Exhibit D.

QUESTIONS AND RESPONSES

Question 1

Section 5.04 (a) of the spec regarding required insurance coverages appears to be incomplete. Can owner confirm what, if any, insurance coverages will be required under 5.04 (a)?

Answer

Please see Addendum 1 posted June 14, 2018 on www.mpwmd.net/aquifer-storage-and-recovery-backflush-basin/

EXHIBIT A

Santa Margarita Backflush Basin Expansion Project Mandatory Pre-bid Meeting 14 June, 2018

- 1. Introduction
- 2. Project Team
- 3. Project Description
- 4. Bidding and Contract Schedule
 - a. Bid Opening Date: July 2, 2018, 2:00 p.m. at 5 Harris Court, Building G, Monterey, CA 93940
 - b. Board Approval for Award: July 16, 2018
 - c. Notice of Award: July 17, 2018
 - d. 10 days to deliver Contract and required documents and certifications
 - e. Notice to Proceed after permits are in place
 - f. Contract Time: Completed before November 30, 2018. If permits are not received by September 1, 2018 we will not be able to construct this year.
- 5. Bidder Qualifications & Requirements
 - a. Bid Form
 - b. Prevailing wages, insurance, bonds (Contract Agreement Article 5 and General Provisions Section 6.25, General Provisions Section 5 and Special Conditions, General Provisions Section 4)
 - c. Experience (Contractor's Experience Qualifications)
- 6. Bidder Requirements Work
 - a. Permits license, grading, encroachment, wells (Special Conditions Article1)
 - b. UXO Support (Special Conditions Article 3)
 - c. SWPPP
 - d. Mitigation Monitoring and Reporting Program (Special Conditions Article 4)
 - e. Utilities
 - f. Training
 - g. Site waste
- 7. Payments & Retainage
 - a. Monthly Payments
 - b. 5% Retainage
 - c. Liquidated Damages
- 8. Questions from Bidders

EXHIBIT B

Monterey Peninsula Water Management District

Santa Margarita Backflush Basin Expansion Project

Mandatory Pre-Bid Meeting Minutes

June 14, 2018

Introductions:

Maureen Hamilton – Project Manager, MPWMD
Steve Tanner – Project Designer, Pueblo Water Resources
Larry Hampson – District Engineer, MPWMD
Tom Lindberg, Associate Hydrologist, MPWMD
Suresh Prasad – Chief Financial Officer, MPWMD
Potential Bidders: Exhibit A

Sign-in

Handouts:

- 1. Agenda
- 2. Updated bid drawings
- 3. Addendum 1
- 4. Draft Construction Support Plan required for construction on the former Fort Ord Munitions Response Area

Project Description:

Bid drawings dated June 14, 2018 were presented at the meeting. These drawings were made available on the web page www.mpwmd.net/aquifer-storage-and-recover-backflush-basin/.

Future changes will be made available on the website. Notification of changes will be emailed to the email addresses listed on the sign-in sheet.

The project will:

Remove two existing/active water lines and install replacement water lines. Work must be coordinated with MPWMD and California-American Water as these are active potable water supply pipes. A reminder that 30" DIP has a long lead time right now, be diligent in ordering if awarded the bid. The existing 30x16 reducer will be moved to the end of the new line, take care when removing.

Reviewed the overflow pipes on the north side of the basin that will be removed.

The angled boundary line running somewhat parallel to General Jim Moore Blvd, labelled the Southeasterly Right of Way Line also referred to as the TIP, will need to be staked and marked so it is easily identifiable. This line is the border between different levels of munitions clearance. Soil on the

west side of the line must not move to the east side of the line. Soil from the east side of the line can be moved to the west side of the line, but once transferred it cannot be moved back to the east side of the line. The excavated soil from the basin will be used to fill-in the west side of the TIP line because it is below grade. Be careful with the fill as the soil cannot move back to the east side of the line.

The geotech report discusses utilization of excavated soils for use as fill.

A new driveway will be installed.

Fencing must be in place at all times due to the site location on a Munitions Response Area and public water supply security requirements.

The excavated stockpile location has changed from the front of the property to the north east side of the property as indicated in the new drawings (Addendum 1). Corners are already staked. A SWPPP is being written at the owners expense and will have associated BMPs including the silt fencing and hydroseed noted in the bid drawings.

Sheet 7 of the plans has special slope reinforcement for the western edge of the basin excavation, as required by the geotech report.

The western side of the property will require a permanent fence, and the bid documents require the Bidder to provide pricing for two options. One option has wrought iron in similar fashion as the fencing around the Naval Postgraduate School in Monterey on Del Monte Boulevard, including the southernmost panel of the wrought iron option as stucco CMU. The second option is a 100% stucco CMU wall. The fences share the same columns and height, and panel with the identifying sign. Include both options in the bid and the total amount. One fencing option will be awarded depending on City and MPWMD preference.

Agenda Items:

The Agenda was reviewed. The new bid form was reviewed.

The Grading Permit is called the Digging and Excavating on the Former Fort Ord permit. It is expensive. Call the City of Seaside for an estimate based on soil quantities.

There will be a second pre-bid meeting on June 26. Attendance at only one meeting is required, attendees at today's meeting do not need to attend the June 26 meeting. The meeting is being held to accommodate a third ad in the weekly which would be issued after today's meeting.

The fire hydrant closest to the property is being used by another project. The successful bidder must coordinate with Marina Coast Water District for construction water.

All excavated brush MUST remain on-site. It will be stockpiled and chipped by the successful bidder at the end of the project.

This is a prevailing wage job. Documentation must be provided to the MPWMD and the Department of Labor.

Review bond requirements in the bid documents.

Payments will be made within 30 days of an undisputed invoice.

EXHIBIT C

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Monterey Peninsula Water Management District Santa Margarita Backflush Basin Expansion

Mandatory Pre-Bid Meeting Sign-In Sheet (14 June, 2018 – 10:00am)

CONTRACTOR	Menterey Peninsola Engineering					
Contact Name	Darin Hapkins					
Address	192 Healy Ave, Marina					
Telephone	831-277-6737					
Fax						
Email	darin@mpe2000.com					
CONTRACTOR	Graniterock					
Contact Name	ROVELIO QUEJA JR					
Address	5225 HELLYER AVE. STE 220, SANJOSE. CA					
Telephone	408-574~1400					
Fax	408-365-9548					
Email	estimating Ograniternek.com					
ALESS FEWER						
CONTRACTOR						
Contact Name						
Address						
Telephone						
Fax						
Email						
CONTRACTOR						
Contact Name						
Address						
Telephone						
Fax						
Email						

EXHIBIT D

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AMERISTAR® PERIMETER SECURITY USA INC.

Montage II[®] - Heavy Industrial Steel Ornamental Fence System – Fusion Welded and Rackable CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section	Earthworl
Section	Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of Montage $II^{\textcircled{\tiny{M}}}$ *Welded and Rackable* (ATF – All Terrain Flexibility) Ornamental Steel (specify Invincible $^{\text{\tiny{TM}}}$, Classic $^{\text{\tiny{TM}}}$, or Genesis $^{\text{\tiny{TM}}}$) design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 Test Method for Specular Gloss.
- ASTM D714 Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

- **A.** All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.
- **B.** Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS 2.01 MANUFACTURER

The fence system shall conform to Montage II^{\otimes} *Welded and Rackable* (ATF – All Terrain Flexibility) Ornamental Steel, (specify Invincible, Classic, Majestic, or Genesis, or Genesis, (specify extended picket or flush) bottom rail treatment, (specify 2-Rail, 3-Rail or 4-Rail) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

- **A.** Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.90 oz/ft2 (276 g/m2), Coating Designation G-90.
- **B.** Material for pickets shall be 1" square x 14 Ga. tubing. The rails shall be steel channel, 1.75" x 1.75" x .105". Picket holes in the rail shall be spaced 4.715" o.c. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION

- A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.
- **B.** Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).
- **C.** The manufactured panels and posts shall be subjected to an inline electrodeposition coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (<u>specify Black or Bronze</u>). The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).
- **D.** The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.
- **E.** Swing gates shall be fabricated using 1.75" x 14ga Forerunner double channel rail, 2" sq. x 12ga. gate ends, and 1" sq. x 14ga. pickets. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding. Gusset plates will be welded at each upright to rail intersection. Cable kits will be provided for additional trussing for all gates leaves over 6'.
- **F.** Pedestrian swing gates shall be self-closing, having a gate leaf no larger than 48" width. Integrated hinge-closer set (2 qty) shall be ADA compliant that shall include a variable speed and final snap adjustment with compact design (no greater than 5" x 6" footprint). Hinge-closer set (2 qty) shall be tested to a minimum of 500,000 cycles and capable of self-closing gates up to a maximum gate weight of 260 lbs. and maximum weight load capacity of 1,500 lbs. Hinge-closer device shall be externally mounted with tamper-resistant security fasteners, with full range of adjustability, horizontal (.5" 1.375") and vertical (0 .5"). Maintenance free hinge-closer set shall be tested to operate in temperatures of negative 20 F to 200 F degrees, and swings to negative 2 degrees to ensure reliable final lock engagement.

PART 3 - EXECUTION 3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The

manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage II Posts						
Fence Posts	Panel Height					
2-1/2" x 12 Ga.	Up to & Including 6' Height					
3" x 12 Ga.	Over 6' Up to & Including 8' Height					
Goto Loof	Gate Height					
Gate Leaf	Up to & Including 4'	Over 4' Up to & Including 6'	Over 6' Up to & Including 8'			
Up to 4'	2-1/2" x 12 Ga.	3" x 12 Ga.	3" x 12 Ga.			
4'1" to 6'	3" x 12Ga.	4" x 11 Ga.	4" x 11 Ga.			
6'1" to 8'	3" x 12 Ga.	4" x 11 Ga.	6" x 3/16"			
8'1" to 10'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"			
10'1" to 12'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"			
12'1" to 14'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"			
14'1" to 16'	6" x 3/16"	6" x 3/16"	6" x 3/16"			

Table 2 – Coating Performance Requirements					
Quality Characteristics	ASTM Test Method	Performance Requirements			
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and			
		knife test).			
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654;			
		failure mode is accumulation of 1/8" coating loss from scribe or			
		medium #8 blisters).			
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625"			
		ball).			
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60%			
		loss of gloss or color variance of more than 3 delta-E color units).			

	Table 3 – Montage II – Post Spacing By Bracket Type									
Span	For INVINCIBLE®				For CLASSIC, GENESIS, & MAJESTIC					
	8' Nominal (91-1/2" Rail)				8' Nominal (92-5/8" Rail)					
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket	Industrial		Inc	dustrial	Industrial		Industrial		Industrial	
Type	Flat Mount			Line	Universal		Flat Mount		Swivel	
	(BB301)*		2-1/2	" (BB319)	2.5" (BB302)		(BB301)		(BB304)*	
			3" ((BB320)	3" (BB303)					
Post										
Settings	94-1/2"	95"	94-1/2"	95"	96"	96-1/2"	96"	96-1/2"	*96"	*96-1/2"
± 1/2" O.C.										

^{*}Note: When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel. When using the BB301 flat mount bracket for Invincible style, rail may need to be drilled to accommodate rail to bracket attachment.

End of Addendum No. 2