BEAUMONT-CHERRY VALLEY WATER DISTRICT

NOBLE CREEK RECHARGE FACILITY PHASE I FENCING PROJECT CONTRACT DOCUMENTS

ADDENDUM NO. 1

PLEASE BE ADVISED:

1. **Reference:** Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Notice Inviting Bids, Fourth Paragraph – Completion of Work

Replace the Fourth Paragraph in its entirety, as follows:

"COMPLETION OF WORK: The work shall be performed by a single contractor under a single contract. All work must be completed within 45 calendar days from Date of Award."

With the following text:

"COMPLETION OF WORK: The on-site work shall be performed by a single contractor under a single contract. Time to complete work will be based upon the materials of construction selected by the District during the project award. The intent of the District is to provide for additional time related to completion of work that will be necessary for material acquisition and construction of fused or extruded bonded fence materials (Bid Schedules 2A, 2B, 3A, and 3B.)

All work for Bid Schedules 1A and 1B must be completed within 60 calendar days from Date of Award.

All work for Bid Schedules 2A, 2B, 3A, or 3B must be completed within 100 calendar days from Date of Award."

2. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project, Contract Documents, Contract for Public Work. Part 3 – Duties of Contractor, Section 3.4.

Replace Section 3.4 text (as follows) in its entirety:

3.4 "(Section 3.4 Not Required) Contractor shall furnish a performance bond in the amount of the full contract price, a payment bond in the amount of 50% of the full contract price, and a maintenance bond in the amount of the full contract price issued in forms consistent with industry standards by United States Treasury authorized bonding companies as approved by District, prior to commencement of the Work. Bonds shall be furnished on the forms attached at the back of this Contract, if Additive Bid Item is exercised. Contractor hereby guarantees that all materials and workmanship furnished by him under the Contract will meet fully all requirements thereof as to quality or workmanship and of materials furnished by him. Contractor hereby agrees to replace all materials and pay for all installation costs made necessary by defects in materials or workmanship supplied by him that become evident within twelve (12) months after the date of final payment and to pay for all work necessary to remove, restore, and replace the materials to full serviceability and to full compliance with the requirements of the Contract, including the test requirements for any part of the materials furnished hereunder which, during said twelve (12) month period, are found to be deficient with respect to any provision of the Contract. Contractor also agrees and does hereby hold District harmless from claims of any kind which may arise from injury or damage due to said defects. Contractor shall replace all defective materials promptly upon receipt of written orders for same from District. If Contractor fails to replace all defective materials promptly, District may secure the service of others to do this work, and Contractor and his surety shall be liable to District for the cost, including removal and replacement thereof. The guarantees, indemnifications and agreements set forth above shall continue to be secured following completion of the project by Contractor providing a maintenance bond in the amount of 100% of the full contract price on a form commonly used in the industry and acceptable to the District, and for this purpose said bond shall remain in force for a period of one (1) year after the date of the final payment."

With the following text:

"3.4 Contractor shall furnish a performance bond in the amount of the full contract price, a payment bond in the amount of 50% of the full contract price, and a maintenance bond in the amount of the full contract price issued in forms consistent with industry standards by United States Treasury authorized bonding companies as approved by District, prior to commencement of the Work. Bonds shall be furnished on the forms attached at the back of this Contract, if Additive Bid Item is exercised. Contractor hereby guarantees that all materials and workmanship furnished by him under the Contract will meet fully all requirements thereof as to quality or workmanship and of materials furnished by him. Contractor hereby agrees to replace all materials and pay for all installation costs made necessary by defects in materials or workmanship supplied by him that become evident within twelve (12) months after the date of final payment and to pay for all work necessary to remove, restore, and replace the materials to full serviceability and to full compliance with the requirements of the Contract, including the test requirements for any part of the materials furnished hereunder which, during said twelve (12) month period, are found to be deficient with respect to any provision of the Contract. Contractor also agrees and does hereby hold District harmless from claims of any kind which may arise from injury or damage due to said defects. Contractor shall replace all defective materials promptly upon receipt of written orders for same from District. If Contractor fails to replace all defective materials promptly, District may secure the service of others to do this work, and Contractor and his surety shall be liable to District for the cost, including removal and replacement thereof. The guarantees, indemnifications and agreements set forth above shall continue to be secured following completion of the project by Contractor providing a maintenance bond in the amount of 100% of the full contract price on a form commonly used in the industry and acceptable to the District, and for this purpose said bond shall remain in force for a period of one (1) year after the date of the final payment."

3. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.02 – CPM Progress Schedule

Replace Item 1.02 text (as follows) in its entirety

"CPM Progress Schedule

Contractor shall submit to Owner a CPM progress schedule to demonstrate the Contractor is sequencing work activities in accordance with the Contract Documents constraints and to assist the Owner in planning the Owner's inspection and operation activities.

- A. Within thirty (30) days of Notice to Proceed (or within forty five (45) days of Notice of Award), Contractor shall submit a Critical Path Method (CPM) analysis for construction progress control, prepared on 11" x 17" charts. All construction activities and procurement shall be indicated in a time scaled format and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and ending dates of said activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical activities, and free float for each non-critical activity. All non-critical path activities shall show estimated performance time and free float time in scaled form.
- B. The duration estimate indicated for each activity shall be computed in working days and shall be shown on the construction schedule in calendar days. It shall represent the single best estimate considering the scope of the work and resources planned for the activity. Except for certain non-labor activities, such as curing concrete or delivering materials, activity duration shall not exceed ten (10) working days (fourteen (14) calendar days), nor be less than one (1) working day unless otherwise accepted by Owner.
- C. Contractor shall revise and resubmit the CPM progress schedule monthly, flagging all slippages and missed mile posts. Contractor shall attach a narrative description of proposed corrective actions to the resubmitted CPM progress schedule, including the following minimum information for each activity and critical path item:
 - 1. Date of initial shop drawing submittal, as applicable.
 - 2. Engineers time for review of shop drawings.
 - 3. Ordering dates for long lead time items.
 - 4. Dates for materials onsite.
 - 5. Early start work dates.
 - 6. Early finish work dates.
 - 7. Late start work dates.
 - 8. Late finish work dates.
 - 9. Date of initial submittal of operation and maintenance manuals.
 - 10. Date of final submittal of operation and maintenance manuals.
 - 11. Testing and cleanup.
 - 12. Final completion.

Contractor shall modify any portions of the construction schedule that become infeasible due to activities behind schedule or for any other valid reason. Any activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

- D. The CPM progress schedule must be submitted to the Owner before the monthly progress payment is made. Scheduling and completion of the project in a timely manner and per Contract completion time, is solely the Contractor's responsibility. The CPM schedules submitted to the Owner shall not modify or revise any Contract provisions presented in the Contract Documents.
- E. Although the Owner may provide commentary relative to the Contractor's CPM schedule, the schedule (and related schedule updates) will not be "approved". The Owner will utilize the Contractor's schedules strictly for scheduling of necessary inspection and operations staff and for identifying any apparent conflicts, errors, or misunderstandings of Contract Document requirements by Contractor.

F. The scheduling and work progress is the total responsibility of the Contractor, and work shall be performed to meet the Contract Completion Times or Dates specified in the Contract Documents."

With the following text:

"Progress Schedule

Contractor shall provide a two week progress schedule (bi-weekly) to the District due to the relatively short construction timeline.

- A. Scheduling and completion of the project in a timely manner and per Contract completion time, is solely the Contractor's responsibility. The bi-weekly progress schedule submitted to the District shall not modify or revise any Contract provisions in the Contract documents.
- B. Although the District may provide commentary relative to the Contractor's bi-weekly progress schedule, the schedule (and related schedule updates) will not be 'approved.' The District will utilize the Contractor's schedules strictly for scheduling of necessary inspection and operations staff for identifying any apparent conflicts, errors, or misunderstandings of Contract Document requirements by Contractor.
- C. The scheduling and work progress is the total responsibility of the Contractor, and work shall be performed to meet the Contract Completion Times or Dates specified in the Contract Documents."
- 4. **Reference:** Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.03 – Shop Drawing Submittal, Item A., Second Paragraph

Replace Item 1.03 text (as follows) in its entirety

"The term 'Shop Drawings' as used herein shall be understood to include all data covering all equipment, equipment components, fabricated materials, and furnished materials."

With the following text:

"The term 'Shop Drawings' as used herein shall be understood to include all data covering all equipment, equipment components, fabricated materials, and furnished materials. Typical manufacturer sketches, SPPWC (Greenbook) Standard Plans, and Chain Link Manufacturers Institute Drawings are all acceptable."

5. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.03 – Shop Drawing Submittal, Item A., Fourth Paragraph, First Sentence

Replace the following first sentence in its entirety:

"Contractor shall submit shop drawings in a timely manner."

With the following text:

"Contractor shall submit shop drawings within twenty one (21) calendar days following contract execution (Shop Drawings shall also be submitted as Adobe Acrobat PDF files)."

6. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.04 – Material Samples Submitted, Item A. <u>General</u>

Replace the following text in its entirety:

"Whenever in the Contract Documents material samples are required, Contractor shall submit to Owner not less than two (2) samples of each such item for review and approval, all at no additional cost to Owner. Upon receiving approval by Owner, one (1) set of the samples will be stamped and dated by Owner and returned to Contractor, and one (1) set of samples shall remain at the job site until completion of the work."

With the following text:

"Whenever in the Contract Documents material samples are indicated as necessary (the District understands that extruded and fused bonded fence materials are custom and are not easily obtained), Contractor shall submit to District not less than two (2) samples of each such item for review and approval, all at no additional cost to District. Upon receiving approval by District, one (1) set of the samples (chain link fence material only, no smaller than 4-inch x 4-inch) will be stamped and dated by Owner and returned to Contractor, and one (1) set of samples shall remain at the job site until completion of the work."

 Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.04 – Material Samples Submitted, Item D. <u>Colors, Patterns and Texture</u>

Remove Item D in its entirety as follows:

"<u>Colors, Patterns, and Textures</u>

For items required to be of selected colors, patterns, textures, or other finish, Contractor shall submit sufficient samples to show the range of shades, values, patterns, textures, or other features corresponding to the instructions and requirements specified."

8. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, Part 1-General, Item 1.05 – Operation and Maintenance Manuals

Remove Item 1.05 in its entirety, as follows:

"A. Contractor shall provide to Owner four (4) sets of detailed operation and maintenance (O&M) manuals for all mechanical and electrical equipment furnished. Each set shall consist of one (1) or more volumes, each volume shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5". Binder(s) shall be provided with the following identification inscribed on the cover(s): "Owner's name, project name, Equipment Operation and Maintenance Manual, Volume No." Each volume shall have a table of contents which indicates all equipment in the O&M manual and

tabbed divider sheets placed before each section. The O&M manuals shall include (but not be limited to) the following information:

Installation and Operation

- 1. Installation Instruction
- 2. Design Capabilities
- 3. Operating Parameters and Recommended Ranges
- 4. Specific Equipment Installed, Model No., Serial No., etc.
- 5. General Literature
- 6. Operating Instructions
- 7. Special Problems or Precautions and Emergency Procedures
- 8. Safety Provisions and Precautions

<u>Maintenance</u>

- 1. Assembly, Disassembly, and Reassembly
- 2. Parts List, Including Drawings (Blowup Drawings Preferred)
- 3. Lubrication Type and Schedule
- 4. Preventative Maintenance Schedule
- 5. Recommended Replacement Parts Inventory
- 6. Details of Calibration and Adjustment
- 7. Wiring Diagrams (as Installed)
- 8. Completed Maintenance Card (Copy of Form Attached)
- 9. Equipment Warranties
- 10. Name, Address, and Phone Number of Local Parts Distributor and Service Center.
- B. All O&M manuals shall be submitted to Owner in final form not later than thirty (30) days before startup; all deficiencies contained therein shall be corrected by Contractor within thirty (30) days from the date of written notification by Owner; any deficiencies or changes noted during startup shall be corrected by Contractor and incorporated into the final O&M manuals."
- **9. Reference:** Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 01300, Contractor Submittals and Requests, Technical Specifications, "*Example of*" Beaumont-Cherry Valley Water District, Shop Drawings/Submittal Review Comment Sheet (Pages 01300-11 to 01300-20)

Remove "Example of Shop Drawing/ Submittal Review Comment Sheet (Pages 01300-11 to 01300-20)" in its entirety

10. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Caltrain Standard Specifications, Section 02300, Earthwork, Part 1-General, Item 3.06 – Grading

Remove Item 3.06 in its entirety, as follows:

"A. Grading shall conform to the Contract Drawings and the tolerances specified herein. Transport satisfactory excavated materials to and place in fill or embankment within the limits of grading work. Excavate unsatisfactory materials encountered within the limits of the work and replace with satisfactory materials. Remove unsatisfactory materials and dispose of as specified in the Article entitled "Excess Materials" herein.

- B. Finish the surface of excavations, embankments, and subgrade to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown on the Contract Drawings. Finish grade to within 1/2 inch of the grades and elevations indicated. Finish ditches in a manner that will result in effective drainage.
- C. Preparation of Subgrade: Shape subgrade to line, grade, and cross section, and compacted as specified. Shaping subgrade shall include plowing, disking, scarifying existing track subgrade and moistening or aerating required to obtain specified compaction. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed. Bring low areas resulting from removal of unsatisfactory material up to required grade with satisfactory materials, shape entire subgrade to line, grade, and cross section, and compact as specified. After rolling, the surface of the subgrade shall not show deviation greater than 1/2 inch when tested with a 10-foot straightedge applied both parallel and at right angles to the centerline of the area.
- D. Protection and Maintenance of Subgrade:
 - 1. Maintain ditches and drains along subgrade at all times as required to effectively drain the subgrade. Do not disturb finished subgrade by traffic or other operations. Protect and maintain subgrade in a satisfactory condition until ballast, subballast, base, or pavement is placed. Do not store or stockpile materials on the finished subgrade.
 - 2. Obtain Engineer's inspection and approval of subgrade prior to laying base, subballast, ballast, or pavement. Place no base, subballast, ballast, surfacing, or pavement on a muddy, spongy, or frozen subgrade."
- 11. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Caltrain Standard Specifications, Section 02300, Earthwork, Part 1-General, Item 3.07 – Compaction

Remove Item 3.07 in its entirety, as follows: Section 02300, Earthwork, Section 3.07 – Compaction

Description as follows:

- "A. Do not compact fill or backfill until it has attained the required moisture content. Add an accurately determined and carefully measured amount of water to the materials or surfaces which are too dry. Dry material containing an excess of moisture by manipulation, aeration, drainage, or other means before being compacted. Refer to Field Quality Control field moisture and related testing.
- B. When subgrade has been prepared and has reached required grade, proof-roll surfaces to determine if soft spots exist in the material using a 50-ton pneumatictired roller or similar approved equipment. If wet or spongy areas are revealed, notify the Engineer so that corrective measures may be determined. Remove soft spots and refill until they meet the required compaction. Proof-roll areas which support the track structure, paving, utility structures, buildings, or other structures in the presence of the Engineer and obtain the Engineer's approval before further earthwork operations are performed.
- C. In addition to proof-rolling, perform field density tests as specified under Field Quality Control herein.

- D. Use power-operated or power-driven hand operated equipment wherever possible to compact to requirements specified herein. Do not operate mobile equipment closer to foundation than a horizontal distance equal to the height of backfill above bottom of wall. Accomplish compaction using sheep foot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibrator compactors, or other approved equipment well suited to the type of material being compacted.
- E. If the degree of compaction is unsatisfactory, make necessary adjustments until specifications are met. Remove material placed over layers not satisfactorily compacted and re-compact unsatisfactory areas.
- *F.* Unless otherwise noted, relative compaction of fill materials composing each layer of fill shall not be less than 95 percent as determined by ASTM D1556.
- *G.* These compaction requirements do not apply to material placed in stockpiles or waste areas."
- 12. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Caltrain Standard Specifications, Section 02300, Earthwork, Part 1-General, Item 3.08 – Excess Material

Replace Item 3.08 text in in its entirety, as follows:

- "A. Dispose of material authorized to be wasted outside the work site in accordance with GP7.16, Disposal of Material Outside the Work Site, or at waste areas designated on the Contract Drawings, if applicable. Do not dispose of any excavated material in such a manner as to obstruct the flow of any stream, impact wetlands, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.
- B. The following requirements apply to waste sites designated in the Contract Documents for the Contractor's use:
 - 1. The limits of the storage location will be designated by the Engineer. Keep stockpiles clear of tracks and other facilities, and preventing erosion. Create stockpiles in a manner that does not disturb or damage other work.
 - 2. Construct discrete stockpiles that measure no more than 1000 cubic yards and in a shape that is easily measured by the Engineer or surveyor.
 - 3. Avoid mixing of dissimilar materials. Construct each stockpile of similar material, such as non-impacted overburden soil, obviously compacted soil, or debris. Segregate dissimilar debris materials to facilitate salvage or recycling.
 - 4. Move soil impacted by contaminants around the work site only with the approval of the Engineer.
 - 5. Protect stockpiled soil in accordance with Section 01560, Temporary Controls. Cover stockpiles with plastic sheeting secured against removal by wind or rain. On a daily basis, inspect plastic sheeting covering stockpiles and make necessary repairs.

- 6. Inform the Engineer each day of the number and locations of stockpiles created that day.
- 7. When the Engineer has completed sampling from a stockpile, the Engineer will place an identification sign in the stockpile. From that date forward, add no soil to nor remove soil from the stockpile without the approval of the Engineer."

With the following text:

- "A. Excavated post hole materials to be disposed of shall be at the direction of the District and shall generally be deposited in the northwest property corner across the existing graded parking are north of the existing white vinyl 3-rail fence. Contractor shall not dispose of any excavated material in such a manner as to obstruct the flow of any stream, impact wetlands, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.
- B. Contractor shall spread excess dirt in said parking area. The District will roll and compact said spread."
- 13.Reference:Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing
Project Technical Specifications, Section 02444, Chain Link Fencing and Gates, Part
2—Products, Item 2.01– Fencing, Item D. Steel Fabric

Replace Item B text in its entirety, as follows:

- "B. Steel Fabric
 - 1. Fence fabric shall be No. 11 gauge steel wire for fence height of 6 feet or No. 9 gauge steel wire for fence height of 8 feet, 2-inch mesh, with top selvages knuckled and bottom selvages twisted and barbed conforming to ASTM A116 and ASTM F668
 - 2. Fabric Finish: Fabric shall be
 - a. Galvanized in conformance with ASTM A392, Class II, with no less than 2 ounces zinc per square foot of coated surface, AND
 - b. Extruded in conformance with ASTM F668, Class 2a, with polymer thickness between 0.015 in and 0.025 in, OR
 - c. Fused in conformance with ASTM F668, Class 2b, with polymer coating thickness between 0.006 in and 0.010 in"

With the following text:

- "B. Steel Fabric
 - 1. Fence fabric shall be No. 9 gauge steel wire, 2-inch mesh, with top selvages knuckled and bottom selvages twisted and barbed conforming to ASTM A116 and ASTM F668
 - 2. Fabric Finish: Fabric shall be

- a. Galvanized in conformance with ASTM A392, Class II, with no less than 1.8 ounces zinc per square foot of coated surface, AND
- b. Extruded in conformance with ASTM F668, Class 2a, with polymer thickness between 0.015 in and 0.025 in, OR
- c. Fused in conformance with ASTM F668, Class 2b, with polymer coating thickness between 0.006 in and 0.010 in"

14. Reference: Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project – Technical Specifications, Section 02444, Chain Link Fencing and Gates, Part 2—Products, Item 2.02–<u>Gates</u>, Item A. – General

Replace Item A. text in its entirety, as follows:

- "A. General
 - 1. Gate assembly shall conform to ASTM F900 and/or ASTM F1184 of the type of the gate system shown and the following supplemental requirements.
 - 2. Gates shall have smooth bottom edges.

With the following text:

"A. General

- 1. Gate assembly shall conform to ASTM F900 and/or ASTM F1184 of the type of the gate system shown and the following supplemental requirements.
- 2. Extruded and Fuse-Bonded gates shall have smooth bottom edges."
- **15. Reference:** Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing Project Technical Specifications, Section 03300, Basic Concrete Specifications

Delete Technical Specification <u>Section 03300</u> Basic Concrete Specifications in its entirety.

 16.
 Reference:
 Beaumont-Cherry Valley Water District Noble Creek Recharge Facility Phase I Fencing

 Project – Special Requirements, Page SR-3

Add Special Requirement Item SR-12 <u>Concrete Mix Design and Requirements</u>, as follows:

"SR-12 <u>Concrete Mix Design and Requirements</u> The Contractor shall furnish all materials for concrete in accordance with the provisions of the current Standard Plans for Public Works Construction (Greenbook) Standard Specifications and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, all in accordance with the requirements of the Greenbook specifications and as modified herein.

Concrete mix design for fence post foundations shall be concrete class 520-C-2500."

Reissued Draft Contract for Public Works in its entirety has been included as part of ADDENDUM NO. 1 and shall be submitted as the quotation (Bid) Schedule.

By: Daniel K. Jaggers, RCE No. 52990

Date:___3/5/2020

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for Noble Creek Recharge Facility Phase I Fencing Project Contract Documents. This acknowledgement page shall be signed, dated and included with the Bidder's Bid Proposal Packet.

Bidder:_____

By:____

(Bidder's Authorized Representative)

Date:_____

Title:_____

ICVWD NORFFENCING PROJECT ADDENDEM 1