ADDENDUM NO. 1

CONTRACT NO. 4109

For

NATOMAS LEVEE IMPROVEMENT PROGRAM

Natomas Levee Improvement Program (NLIP) Phase 3 & 4a
Woodland Mitigation and Enhancement Project

Date: August 18, 2011

APPROVED BY: SACRAMENTO AREA FLOOD CONTROL AGENCY

Richard M. Johnson
Executive Director

Date

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that this addendum includes amendments to the Contract Documents that were issued by the Sacramento Area Flood Control Agency on July 28, 2011. The bidders are to review all of the amendments listed herein, and acknowledge receipt of this addendum in the appropriate section of the Bid Form.
PRE-BID MEETING

Attendees:
Peter Buck, SAFCA
Nicole Winzenried, PB
Vance Howard, AECOM
Steve Chainey, AECOM
See attached Sign-in Sheet for list of contractors

Key Dates Discussed:
All Questions Due in Writing: 1:00 PM, August 11, 2011.
All Bids Due: 2:00 PM August 25, 2011
Anticipated Award Date: September 15, 2011

Important Points:
- Planting is anticipated to start November/December.
- 5 years maintenance for woodlands and 3 years maintenance for seeded areas.
- Review Special Provision for schedules and sequencing of work.
- Complete Bid form and Bidder Experience Questionnaire completely.

Questions:
1. Describe how the Contractor will connect to the water source near Interstate 5?
   A. Per this addendum, the water source near Interstate 5 has been deleted.
2. Is the Contractor responsible for getting permits to connect to the water source near Interstate 5?
   A. Per this addendum, the water source near Interstate 5 has been deleted.
3. What is the water source near the office?
   A. The Lausevic well.
4. How is the Lausevic well accessed?
   A. Per this addendum, the access road to the Lausevic well is being relocated as shown on Addendum 1 Drawings.

RESPONSES TO CONTRACTORS WRITTEN QUESTIONS

1. How will the areas be watered?
   A. Plants on berms will be watered by flexible tubing with emitters and seeded areas will not be watered by irrigation system.
2. Are there any other license requirements other than what is stated in the NTC?
   A. No
## AMENDMENTS TO CONTRACT DOCUMENTS

### PART II – SPECIAL PROVISIONS

**SP-5 Project Schedule**

DELETE:
Table 1

REPLACE WITH:

<table>
<thead>
<tr>
<th>Year</th>
<th>Operation/Task</th>
<th>Project Area</th>
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<tr>
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<td>Rio Ramaza 1&amp;2</td>
<td>Woodland Corridor 1,2,3</td>
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<tr>
<td>2011</td>
<td>Irrigation System Installation and Planting</td>
<td>New Woodland Treatment Area</td>
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<tr>
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<td>Seeding</td>
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<td></td>
<td>Maintenance</td>
<td>New Woodland Treatment Area</td>
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<td></td>
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<td>New Woodland Treatment Area</td>
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<tr>
<td>Year</td>
<td>Planting</td>
<td>Seeding</td>
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<td>------</td>
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</tr>
</tbody>
</table>
| 2016 | No Planting Anticipated | No Seeding Anticipated | New Woodland Treatment Area
- New Woodland Treatment Area
- Transplant Treatment Area
- Grassland Treatment Area
- New Woodland Treatment Area
- Existing Woodland Treatment Area
- Beneficial Insect Treatment Area
- New Woodland Treatment Area

Notes:
1 See Section 32 92.00, Seeding, Article 1.02 for definition of terms.
2 NA = Not Applicable

PART III – TECHNICAL SPECIFICATIONS

SECTION 32 80 00 IRIGATION

PART 2 – PRODUCTS

2.01 MATERIALS

DELETE:

B. MAIN LINE PIPE: All main line pipe shall be 2" to 6" Class 200 (SDR21) PVC pipe, as noted on the Drawings, manufactured in conformance to ASTM D2241 for rigid PVC compounds, installed on grade.

REPLACE WITH:

B. MAIN LINE PIPE: All main line pipe shall be Class 200 (SDR21) PVC pipe, and sized as noted on the Drawings, manufactured in conformance to ASTM D2241 for rigid PVC compounds, installed on grade.

PART 3 – EXECUTION

3.03 WATER SUPPLY

DELETE:

C. WATER SOURCE C: The Contractor shall connect to the existing Sacramento County Well point of connection. Contractor shall install 6-inch main line to location shown on the Drawings. Before ordering the irrigation materials, the Contractor shall field verify the proper connection to the well. The well is on property owned by Sacramento County. Should the point of connection fail, the Agency will identify an alternate supply of irrigation water. The Contractor shall be responsible for coordinating the water supply with the Agency and other County uses.
SECTION 32 92 00 SEEDING

PART 1 – GENERAL

1.02 DEFINITIONS

DELETE:

J. NOVAK PROJECT AREA: The Novak Project Area is located near the intersection of Powerline Road and Garden Highway, approximately between levee stations 635+00 to 648+00, as shown on the Drawings. This area contains Transplant Treatment Area.

REPLACE WITH:

J. NOVAK PROJECT AREA: The Novak Project Area is located near the intersection of Powerline Road and Garden Highway, approximately between levee stations 635+00 to 654+50, as shown on the Drawings. This area contains Transplant Treatment Area and New Woodland Treatment Area.

DELETE:

M. NATIVE GRASS SEED MIX: Native grass seed mix is a seed mix prescribed in these Specifications that contains species native to the California Central Valley, and shall be applied according to the prescribed application rates of pounds per acre of Pure Live Seed (PLS) at the locations shown on the Drawings.

REPLACE WITH:

M. NATIVE GRASS SEED MIX: Native grass seed mix is a seed mix prescribed on the Drawings that contains species native to the California Central Valley, and shall be applied according to the prescribed application rates of pounds per acre of Pure Live Seed (PLS) at the locations shown on the Drawings.

DELETE:

N. BENEFICIAL INSECT SEED MIX: Beneficial insect seed mix is a seed mix prescribed in these Specifications that contains species known to support beneficial insects, and shall be applied according to the prescribed application rates of pounds per acre of Pure Live Seed (PLS) at the locations shown on the Drawings.

REPLACE WITH:

N. BENEFICIAL INSECT SEED MIX: Beneficial insect seed mix is one of two seed mixes prescribed on the Drawings, as either Seed Mix A or Seed Mix B, that contains species known to support beneficial insects, and shall be applied according to the prescribed application rates of pounds per acre of Pure Live Seed (PLS) at the locations shown on the Drawings.
PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

DELETE:

D. BENEFICIAL INSECT SEED MIX: Measurement for Beneficial Insect Seed Mix shall be made per acre, to the nearest 0.1 acre, of Beneficial Insect Seed Mix completely supplied by the Contractor and approved by the Agency.

E. SEEDING: Measurement for seeding operations shall be made per acre, to the nearest 0.1 acre, of areas completely seeded by the Contractor and approved by the Agency.

REPLACE WITH:

D. BENEFICIAL INSECT SEED MIX A: Measurement for Beneficial Insect Seed Mix A shall be made per acre, to the nearest 0.1 acre, of Beneficial Insect Seed Mix A completely supplied by the Contractor and approved by the Agency.

E. BENEFICIAL INSECT SEED MIX B: Measurement for Beneficial Insect Seed Mix B shall be made per acre, to the nearest 0.1 acre, of Beneficial Insect Seed Mix B completely supplied by the Contractor and approved by the Agency.

F. SEEDING: Measurement for seeding operations shall be made per acre, to the nearest 0.1 acre, of areas completely seeded by the Contractor and approved by the Agency.

4.02 PAYMENT

DELETE:

D. BENEFICIAL INSECT SEED MIX: Payment for Beneficial Insect Seed Mix shall be made at the contract unit price per acre, which price shall include all costs in connection therewith.

E. SEEDING: Payment for Seeding shall be made at the contract unit price per acre, which price shall include all costs in connection therewith.

REPLACE WITH:

D. BENEFICIAL INSECT SEED MIX A: Payment for Beneficial Insect Seed Mix A shall be made at the contract unit price per acre, which price shall include all costs in connection therewith.

E. BENEFICIAL INSECT SEED MIX B: Payment for Beneficial Insect Seed Mix B shall be made at the contract unit price per acre, which price shall include all costs in connection therewith.
F. SEEDING: Payment for Seeding shall be made at the contract unit price per acre, which price shall include all costs in connection therewith.

4.03 PAYMENT ITEMS

DELETE:
D. BENEFICIAL INSECT SEED MIX: Payment for Beneficial Insect Seed Mix shall be made under the item “Beneficial Insect Seed Mix” on the Bid Schedule.

E. SEEDING: Payment for Seeding shall be made under the item “Seeding” on the Bid Schedule.

REPLACE WITH:
D. BENEFICIAL INSECT SEED MIX A: Payment for Beneficial Insect Seed Mix A shall be made under the item “Beneficial Insect Seed Mix A” on the Bid Schedule.

E. BENEFICIAL INSECT SEED MIX B: Payment for Beneficial Insect Seed Mix B shall be made under the item “Beneficial Insect Seed Mix B” on the Bid Schedule.

F. SEEDING: Payment for Seeding shall be made under the item “Seeding” on the Bid Schedule.

PART IV STANDARD FORMS

DELETE:
FO-I AGREEMENT

REPLACE WITH:
FO-I AGREEMENT (attached)

DELETE:
FO-II PERFORMANCE BOND

REPLACE WITH:
FO-II PERFORMANCE BOND (attached)

DELETE:
FO-III PAYMENT BOND

REPLACE WITH:
FO-III PAYMENT BOND (attached)
DELETE: FO-XI MAINTENANCE BOND

REPLACE WITH: FO-XI MAINTENANCE BOND (attached)

PART VI DRAWINGS

DELETE:
Sheets L3 through L16

REPLACE WITH:
Sheets L3 through L16 - Addendum 1 Drawings (separate attachment)

PART VII PROPOSAL

DELETE:
I. BID

REPLACE WITH:
I. BID

Pursuant to your published Notice to Contractors for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on Sheet 3 of this Bid Form.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Specifications Section</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price (In Figures)</th>
<th>Amount (In Figures)</th>
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<td>Mobilization and Demobilization</td>
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<td>Seedbed Preparation</td>
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<td>Item No.</td>
<td>Item Description</td>
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<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Price (In Figures)</td>
<td>Amount (In Figures)</td>
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Note: AC = acre; LS = lump sum; EV = event; EA = each; LF = linear feet

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed the bid amount.

Attachments – Amended PART IV Standard forms (next page)
FO-I
AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ______ 2011, between
the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint exercise of powers
agency established pursuant to the laws of the State of California, hereinafter referred to as
"SAFCA", and _______________________, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Governing Board of said SAFCA heretofore caused plans and
specifications for the work hereinafter mentioned to be prepared, and did approve and adopt
said plans and specifications; and

WHEREAS, the Governing Board of SAFCA did cause to be published for the time
and in the manner required by law, a Notice inviting sealed bids for the performance of said
work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing
Board of said SAFCA within the time specified in said Notice, and in the manner provided for
therein, a sealed bid for the performance of the work specified in said plans and
specifications, which said bid and proposal, and the other bids and proposals submitted in
response to said Notice, the Governing Board of SAFCA publicly opened and canvassed in
the manner provided by law; and

WHEREAS, the Contractor was the lowest responsive and responsible bidder for the
performance of said work, and said Governing Board of SAFCA, as a result of the canvass of
said bids, did determine and declare Contractor to be the lowest responsive and responsible
bidder for said work and award to Contractor a contract therefore.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed
between the parties hereto as follows:

1.  **CONTRACT DOCUMENTS**

   The following documents are by this reference incorporated in and made a part of this
   Agreement: The General Specifications; the Special Provisions; the Technical Provisions; the
   Standard Forms Specifications; the contract drawings; all addenda; the Notice to Contractors;
   the Proposal; all required bonds; and all supplemental Agreements covering alterations,
   amendments, or extensions to the contract. The documents which describe the work to be
   performed are sometimes collectively referred to herein as the Plans and Specifications.

2.  **SCOPE OF WORK**
The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 4109 Natomas Levee Improvement Program (NLIP) Phase 3 & 4a Woodland Mitigation and Enhancement Project, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of SAFCA, or the Engineer's authorized agent or assistant, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

3. **COMPLETION**

Said work shall be completed and ready for acceptance pursuant to Section SP-4 of the Special Provisions of these Specifications.

4. **PAYMENT**

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

SAFCA agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ________________________.

Said sum shall be paid in accordance with Section 8 of these Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. **PREVAILING WAGES**

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Clerk of the Governing Board.

This is a construction project in accordance with Section 1771.5 of the California
Labor Code. This contract is subject to: (1) Federal Labor Standards Provisions as required by the Davis-Bacon Act and other applicable Federal requirements, (2) Equal Employment Opportunity requirements pursuant to Executive Order 11246, and (3) Minority Business Enterprise (MBE) development pursuant to Executive Order 12432.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

(1) The Davis-Bacon Act, and  
(2) Section 1770, and following, of the California Labor Code.

A copy of the minimum wage rates, as established by the U.S. Secretary of Labor, is included in the Reference section of the Specifications and copies of the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Clerk of the Sacramento County Board of Supervisors, Suite 2450, 700 "H" Street, Sacramento, California 95814.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and by the U.S. Secretary of Labor.

6. **INSURANCE**

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation, and such other insurance as required by the specifications.

7. **WORKERS' COMPENSATION CERTIFICATION**

By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

8. **PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS**

The Contractor shall, before beginning said work, file three bonds with SAFCA, each made payable to the Sacramento Area Flood Control Agency. These bonds shall be issued by a surety company authorized to do business in the State of California, meeting the requirements of the specifications, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code, Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. The third bond shall be the maintenance bond in the amount of ten percent (10%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any
surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code, Sections 2819 and 2845.

9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SAFCa, the State of California Central Valley Flood Protection Board, State of California Department of Water Resources, State of California Department of Transportation, County of Sacramento, County of Sutter, City of Sacramento, Reclamation District No. 1000, and Natomas Central Mutual Water Company, their respective governing Boards, officers, officials, employees, agents and volunteers from and against any and all claims, losses, liabilities, or damages, demands and actions, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, agents or employees, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder. The provisions of this Section shall survive expiration or termination, for default or otherwise, of any agreement between Contractor and SAFCa.

10. **NON-DISCRIMINATION IN EMPLOYMENT**
   A. **CONTRACTOR** shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. **CONTRACTOR** shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. **CONTRACTOR** agrees to post, in conspicuous places, available to employees and applicants for employment, notices that **CONTRACTOR** shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

   B. **CONTRACTOR** shall, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

11. **MISCELLANEOUS PROVISIONS**
   This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of SAFCa in the same manner as if such parties had been expressly named herein.

   All times stated here in or in the contract documents are of the essence hereof.
As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

12. **TERMINATION WITHOUT CAUSE**
   In addition to its rights under Section 5 of the General Specifications, SAFCA shall have the right to terminate this Agreement without cause. In the event of such termination, and in accordance with said Section 5, the Contractor shall be entitled to payment for all work done up to the time of termination.

13. **CERTIFICATION OF NON-DEBARMENT**

Reference Government Debarment and Suspension (49 CFR Part 29)

The Contractor certifies, by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally funded contract by any federal department or agency. It further agrees by executing this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

14. **CHILD AND FAMILY SUPPORT OBLIGATIONS**

   It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the Contractor, by his or her signature on this Agreement: 1) acknowledges that the Contractor is aware of the state policy identified herein; and 2) the Contractor, to the best of his or her knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.
IN WITNESS WHEREOF, SAFCA and Contractor have caused this Agreement to be effective as of the day and year first above written.

Sacramento Area Flood Control Agency
a Joint Powers Agency of the
State of California

By: __________________________
    Richard M. Johnson
    Executive Director

CONTRACTOR

By: __________________________
    Authorized Representative

Print

Title

Forms Approved by SAFCA Counsel

M. Holly Gilchrist
Agency Counsel

Contract Management Services
FO-II
PERFORMANCE BOND

Bond No. ________________
Premium Amount: ________________

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Sacramento Area Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter designated as the "Obligee", has on INSERT DATE, awarded to INSERT CONTRACTOR NAME, hereinafter designated as "Principal", a contract for the construction of Contract No. 4109, Natomas Levee Improvement Program Phase 3 & 4a Woodland Mitigation and Enhancement Project

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, WE, the Principal, and INSERT NAME OF SURETY, as Surety, are held and firmly bound unto the Obligee, in the penal sum of INSERT AMOUNT, money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its
obligations on this bond, and it does hereby waive notice of any such change, extension of
time, alteration, or addition to the terms of the contract or to the work or to the specifications.
Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the
State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their seals this _______ day of ______________________, 2011, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by
its undersigned representative, pursuant to authority of its governing body.

________________________
Principal

By:

________________________
Signature for Principal

________________________
Title of Signatory

________________________
Surety

By:

________________________
Signature for Surety

(SEAL)

________________________
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature
of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These
bonds must be accompanied by a current power of attorney appointing such Attorney-In-
Fact.)
FO-III
PAYMENT BOND

Bond No. ____________________
Premium Amount: ________________

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Sacramento Area Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter designated as the "Obligee", has on INSERT DATE, awarded to INSERT CONTRACTOR NAME, hereinafter designated as "Principal", a contract for the construction of Contract No. 4109, Natomas Levee Improvement Program Phase 3 & 4a Woodland Mitigation and Enhancement Project;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal and INSERT NAME OF SURETY, as Surety, are held and firmly bound unto the Obligee in the penal sum of INSERT AMOUNT, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 3818 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 3247 through 3252 of the State of California and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of
time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ______ day of ________, 2011, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _______________________________________

Signature for Principal

Title of Signatory

Surety

By: _______________________________________

Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)
FO-XI
MAINTENANCE BOND

Bond No. ___________ ANNUALLY RENEWABLE
Premium Amount: ______________

KNOW ALL PERSONS BY THESE PRESENTS, that

INSERT CONTRACTOR’S FULL NAME HERE

as Principal, hereinafter called Contractor, and INSERT NAME OF SURETY, as Surety, hereinafter called Surety, are held and firmly bound unto the Sacramento Area Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California as Obligee, hereinafter called Owner, in the penal sum of INSERT AMOUNT ($ TO EQUAL 10% OF TOTAL CONTRACT PRICE), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated INSERT DATE entered into a contract with Owner for the construction of Contract No. 4109, Natomas levee Improvement Program Phase 3 & 4a Woodland Mitigation and Enhancement Project, in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of One year(s) from the date of completion and acceptance of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1. That Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

2. The Surety at its sole option may renew the bond for additional terms by Continuation Certificate executed by the Surety. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in
connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

SIGNED and sealed this __________day of ______________________, 2011,

IN THE PRESENCE OF:

____________________________________________________
Principal

By: __________________________________________________________________________
Signature for Principal

____________________________________________________
Title of Signatory

____________________________________________________
Surety

By: __________________________________________________________________________
Signature for Surety

(SEAL)

____________________________________________________
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)
# SACRAMENTO AREA FLOOD CONTROL AGENCY
## PROJECT PLANS FOR CONSTRUCTION OF
### Natomas Levee Improvement Program
#### Phase 3 & 4A Woodland Mitigation and Enhancement Project

**ISSUED FOR BID**
**ADDENDUM #1**
**August 18, 2011**

**PROJECT OVERVIEW**

The Natomas Levee Improvement Program (NLIP) Phase 3 and 4A Woodland Mitigation and Enhancement Project will establish native tree, shrub, and perennial grass habitat on existing annual grassland or fallow upland areas. The Project will begin in 2011 on the west side of the Natomas Basin and aligns with future levee improvements which are owned by the Sacramento Area Flood Control Agency (SAFCA).

SAFCA has identified four approved locations for site access from public roads, and equipment and storage staging areas at each site. Contractor shall coordinate with SAFCA on the establishment of native vegetation, which includes the installation and use of temporary irrigation systems connected to existing, onsite water sources as shown on the these Drawings.

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**PREPARED FOR:**

Sacramento Area Flood Control Agency
1007 7th Street
7th Floor
Sacramento, CA 95814
(916) 874-7606
Contact: Peter Buck, Environmental Program Manager

**PROJECT LANDSCAPE ARCHITECT:**

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811
(916) 414-5800
Contact: Kesha Chapman, Project Manager

Accepted By: 
Date: 

Accepted By: 
Date: 

Contract Number: C4109

Approved On: 
By: SAFCA Board of Directors
Resolution No: 2011-088

**COVER SHEET**
**ADDENDUM #1**
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</tbody>
</table>

**PLANT LEGEND**

- **NPP RUSSELL**
- **TREATMENT AREA**
- **DETAILS**
- **KEY**
- **PLANTS**
- **APPLICATION RATE**

**ADDENDUM #1**

**NOTE:**
1. PL = PLANT, L = LAVOL 200/UNIT, B = BAG OF SEEDS, C = CERTIFIED PLANT SEEDS.
2. SEED SEASON IS DEPENDENT ON LAVOL ENDORSEMENT, LAND USE, AND LOCAL LEGISLATION.
3. PLANT SPECIES CAN BE ADDED, MODIFIED, OR REMOVED. CONTRACTOR SHALL COORDINATE WITH AGENT IN ADVANCE AND SEEDS ARE PLANTED IN COMPLIANCE WITH THE CONTRACT.
4. SEED MIX A AND B SHALL BE INCORPORATED IN PAVING AS SHOWN ON DRAWINGS AND AS DIRECTED BY AGENCY.
ADDENDUM #1

C4109

PLANTING PLAN - WOOLAND CORRIDOR PROJECT AREA 3

NLIP
Phase 3 & 4A
Woodland Mitigation and Enhancement Project

2026 L Street, Suite 400
Sacramento CA 95811
Tel: (916) 414-8383
Fax: (916) 414-8380

SITE LEGEND

NEW WOOLAND TREATMENT AREA
EXISTING TREE TREATMENT AREA
NATIVE GRASSLAND TREATMENT AREA
TRANSPLANT TREATMENT AREA

NOTE: CONTRACTOR SHALL ENSURE THAT ALL PERSONNEL, EQUIPMENT, MATERIALS DELIVERY, AND OTHER PLANTING RELATED ACTIVITIES STAY OUTSIDE OF THE "NLIP EXPANDED ADJACENT LEVEE CONSTRUCTION ENVELOPE" BORDERS THE WEST SIDE OF THE WOOLAND PROJECT LIMIT OF WORK.

TRANSPLANT TREATMENT AREA

AREA
ACRES
AREA "W" 0.17
AREA "Y" 1.22
TOTAL 1.39

NATIVE GRASSLAND TREATMENT AREA

AREA
ACRES
AREA "X" 3.40

LIMIT OF WORK

NOTE:
1. SOURCES OF APPLINES FROM HDR AND GOOGLE EARTH.
2. APPLINES ARE GRASSLINE, REPRESENTATIONS TO SHOW VARIOUS PARCELS BOUNDARIES.
3. SOURCE OF STATION POINT LINE WORK FROM HDR.

ACCESS TO SITE

NOTE: CONTRACTOR SHALL ENSURE THAT ALL PERSONNEL, EQUIPMENT, MATERIALS DELIVERY, AND OTHER PLANTING RELATED ACTIVITIES STAY OUTSIDE OF THE "NLIP EXPANDED ADJACENT LEVEE CONSTRUCTION ENVELOPE" BORDERS THE WEST SIDE OF THE WOOLAND PROJECT LIMIT OF WORK.
NLIP Phase 3 & 4A
Woodland Mitigation and Enhancement Project

ADDENDUM #1

SITE LEGEND

NEW WOODLAND TREATMENT AREA

TRANSPLANT TREATMENT AREA

LIMIT OF WORK

TRANSPLANT TREATMENT AREAS

NEW WOODLAND AREAS

AREA
ACRES

AREA
ACRES

AREA
ACRES

AREA
ACRES

AREA
ACRES

7.45

7.45

0.29

1.00

TOTAL

8.74

TRANSPLANT TREATMENT AREA

AREA 'Z'

7.45 ACRES

AREA 'Za'

0.29 ACRES

AREA 'Zb'

1.00 ACRES

TOTAL

8.74

TRANSPLANT TREATMENT AREA

AREA 'Zc'

2.00 ACRES

TOTAL

2.0

IRRIGATION LEGEND

MANLINE (20 FT THIS SHEET)

LATERAL LINE (10 FT THIS SHEET)

IRRIGATION CONTROL VALVE (TOTAL FOR SHEET)

FLUSH OUT PRESSURE RELIEVE VALVE

SHAFT OFF VALUE

IRRIGATION NOTES:

1. THIS PLAN IS DIAGRAMMATIC TO ILLUSTRATE THE GENERAL IRRIGATION INTENT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IRRIGATION PERFORMANCE REQUIREMENTS ACCORDING TO THE SPECIFICATIONS.
3. CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR TO OBTAIN A VALVE LOCATION PLAN.
4. CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR TO OBTAIN A SHUT-OFF VALVE LOCATION PLAN.
5. CONSTRUCTION LIMITS SHALL BE FURNISHED BY THE IRRIGATION CONTRACTOR UPON COMPLETION OF THE EXISTING MAIN LINE WATER SOURCE.
6. ACCESS LOCATIONS SHOWN SHALL BE SUBJECT TO CHANGE DURING CONSTRUCTION OF LEVEE IMPROVEMENTS BY OTHERS.
7. CONTRACTOR MUST COORDINATE WITH THE IRRIGATION CONTRACTOR.

WATER SOURCE TAP INTO EXISTING 2" IRRIGATION LINE.

IRRIGATION NOTES:

1. SOURCE OF APN LINES FROM HDR AND GOOGLE EARTH.
2. APN LINES ARE GRAPHICAL REPRESENTATIONS TO SHOW VARIOUS PARCEL BOUNDARIES.
3. SOURCE OF STATION POINT LINE WORK FROM HDR.

LIMIT OF WORK:

NOTE: CONTRACTOR SHALL ENSURE THAT ALL PERSONNEL, EQUIPMENT, MATERIALS DELIVERY, AND OTHER PLANTING RELATED ACTIVITIES STAY OUTSIDE OF THE 'NLIP' EXPANDED ADJACENT LEVEE CONSTRUCTION ENVELOPE WHICH BORDERS THE WEST SIDE OF THE WOODLAND PROJECT LIMIT OF WORK.

ADDENDUM #1

PLANTING PLAN / IRRIGATION PLAN - NOVAK PROJECT AREA

SCALE: 1" = 100' NORTH

scale: 1"=100'

drawn by: SD, MC, HH

sheet no. L14

sheets M of 17

date: 08/18/2011

C4109
NOTES:
1. CONSTRUCTION IS RESPONSIBLE FOR SUPPLYING MANUFACTURE OF ALL METAL COMPONENTS FOR GATE. EVEN COMPONENTS NOT SHOWN.
2. ALL COMPONENTS SHALL BE NOT DRIED SCAVENGED AFTER FABRICATION NO FIELD WeldING SHALL BE ALLOWED.
3. A TOTAL OF TWO LACTO POSTS ARE REQUIRED FOR EACH GATE INSTALLATION. ONE FOR THE CLOSED POSITION AND ONE FOR THE OPEN POSITION (TYPICAL.
4. CONTRACTOR SHALL INSTALL GATE AS SHOWN.
5. CONTRACTOR SHALL COORDINATE WITH AGENCY FOR LOCKING MECHANISMS FOR INSTALLATION.