ADDENDUM NO. 1

FOR

CONTRACT NO. 4284

SITE 18A CULVERT REPLACEMENT AND
FISH PASSAGE ENHANCEMENT PROJECT

SACRAMENTO COUNTY, CALIFORNIA

January 22, 2016

APPROVED BY: SAFCA

Richard M. Johnson
Executive Director

Date

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that the attached addendum includes amendments to the Contract Documents that were issued by SAFCA in December 2015. 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.
A. **VOLUME 1, NOTICE TO CONTRACTORS**

1. **Notice to Contractors**

   A. **Project Description** - Replace the first paragraph of the Scope of Work with the following:

   "The Site 18A Culvert Replacement and Fish Passage Enhancement Project will remove an existing 30-inch reinforced concrete pipe culvert, replace the culvert with an approximately 12 ft wide by 7 ft high arch culvert, place rip-rap within the culvert and the culvert's approach channels, reconstruct the portion of the American River bike trail temporarily removed to allow construction of the replacement culvert, and re-grade the invert of the existing riparian basin within the American River Floodway."

B. **VOLUME 1, GENERAL SPECIFICATIONS**

1. **Section 10 - Environmental Controls at Work Site**

   A. Relabel **CONSTRUCTION PROTOCOLS FOR ELDERBERRY SHRUBS** as Section 10-19

C. **VOLUME 1, SPECIAL PROVISIONS (GENERAL)**

1. **Special Provisions (General)**

   A. **SP-2 SCOPE OF WORK** - Replace the first paragraph of the Scope of Work with the following:

   "The Site 18A Culvert Replacement and Fish Passage Enhancement Project will remove an existing 30-inch reinforced concrete pipe culvert, replace the culvert with an approximately 12 ft wide by 7 ft high arch culvert, place rip-rap within the culvert and the culvert's approach channels, reconstruct the portion of the American River bike trail temporarily removed to allow construction of the replacement culvert, and re-grade the invert of the existing riparian basin within the American River Floodway. A separate contract by others will re-vegetate disturbed portions of the site with native grasses, and plant replacement trees and shrubs within the basin."

D. **VOLUME 1, SPECIAL PROVISIONS (TECHNICAL)**

1. **Special Provisions (Technical)**

   A. **ORGANIZATION** - Add the following to this section:

   Amendments to the State Standard Specifications, effective 01/15/16, titled "2010 Revised Standard Specifications" can be found at [http://www.dot.ca.gov/hq/esc/oe/construction_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html), and shall be considered as part of the State Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the State Standard Specifications. Whenever either the term "State Standard Specifications are amended" or the term "State Standard Specifications are amended" is used.
in the Special Provisions (Technical), the indented text or table following the term shall be considered an amendment to the State Standard Specifications. In case of conflict between such amendments and the State Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

B. SECTION 21 EROSION CONTROL - Add to section 21-1.02M:

Compost must consist of a finely textured particle size (99% passing a #1 sieve and 50% passing a #2 sieve). Compost must be composed of decomposed mixed wood waste and green waste material containing not more than 5% redwood material and not more than 2% peat. The carbon to nitrogen ratio (C:N) of the compost must be approximately 20:1. A sample of the compost material and the results of an agricultural soil analysis of the compost material must be submitted to and approved by the Agency prior to use at the project site.

E. VOLUME 1, REFERENCES

1. Reference 1. Sacramento County Department of Regional Parks Permit to Enter
   A. The Permit to Enter is attached.

F. VOLUME 1, BID FORM

1. Bid Form
   A. Replace the existing Bid Form with the attached revised Bid Form.

G. PRE-BID MEETING

1. Sign In Sheet
   A. Attached please find the Pre-Bid Meeting Sign in Sheet.

H. CONTRACTOR QUESTIONS AND RESPONSES

1. Contractor Questions and Responses
   A. Attached please find the contractor questions received at the Pre-Bid Meeting and during the bid period and the Agency’s response to those questions.
PERMIT-TO-ENTER AND CONSTRUCT

This Permit-to-Enter And Construct (hereinafter referred to as “Permit”) is dated for reference purposes as of 2015 and is made by and between COUNTY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter referred to as “COUNTY”), and the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California, (hereinafter referred to as “PERMITTEE”).

The parties hereby agree as follows:

1. Premises - COUNTY grants PERMITTEE and its authorized agents and contractors non-exclusive permission to enter onto the property identified as a portion of APNs 274-0190-009, 274-0190-022, 274-0190-035, located immediately south of the Natomas East Main Drainage Canal (NEMDC)/Steelhead Creek and directly east of Northgate Boulevard, on the north bank of the lower American River, in the American River Parkway situated within the incorporated City of Sacramento, California, 95833 (hereinafter referred to as “Premises”), and more particularly shown in Exhibit "A" attached hereto and incorporated by reference for the Purposes herein after described.

2. Purpose - The sole purpose of this Permit is to allow PERMITTEE to enter upon and have ingress to and egress from portions of the Premises for staging, tree removal, replacing the existing culvert with a shortened and much wider and taller arched culvert, regrading and modifying the depths and drainage gradients of portions of the drainage swales within Site 18A and restoring and enhancing habitat within the site and the areas disturbed during culvert replacement activities, planting and maintenance of vegetation in accordance with the Final Initial Study/Mitigated Negative Declaration of the Site 18A Culvert Replacement and Fish Passage Enhancement Project, dated May 8, 2015 (hereinafter referred to as “Project”), together with all necessary appurtenances, and accomplish all necessary work incidental to the Project. PERMITTEE’s use of the Premises shall be in accordance with the following conditions:

   ▪ PERMITTEE shall provide COUNTY fourteen (14) calendar days’ written notice prior to entering the Premises and prior to closing or redirecting bike trail traffic. Notice shall be in writing and approved by the Department of Regional Parks (hereinafter referred to as “Parks”) Chief Park Ranger (4040 Bradshaw Road, Sacramento, CA 95827). Within seven (7) calendar days following submission of the notice to Parks, Parks shall do one of the following: 1) Approve PERMITTEE’s access or trail closure; or 2) Notice PERMITTEE of any additional conditions restrictions or safety items that will be required of PERMITTEE for Parks’ approval.

   ▪ PERMITTEE shall provide fencing, temporary gates, and signage sufficient to address public safety and to prevent any project related increased opportunity for trespass onto the Premises.

   ▪ PERMITTEE shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.

   ▪ Bicycle Route and Temporary Bike Trail Realignment, as shown on Exhibit "A", shall be kept clear of debris and obstructions and the integrity of the pavement shall be maintained as to not inhibit the safe passage of pedestrians and bike traffic.

   ▪ No trash or construction debris will be left on the Premises.
• All PERMITTEE staff, authorized agents and contractors will carry identification.
• No firearms will be permitted.
• Smoking is prohibited.
• All machinery powered by internal combustion engines will be equipped with spark arrestors. Equipment and vehicles powered by internal combustion engines shall be equipped with mufflers.
• Except as required to construct the Project, all vehicles will stay on roads; no off-road vehicles will be permitted unless addressed and expressly allowed for in the written notice.
• Vehicle speeds will be kept to ten (10) miles per hour on unpaved roads and if applicable, for any off-road activities, to minimize dust.
• No pets shall be allowed on the Premises.

3. Term - This Permit shall commence on January 1, 2016 or when this document is fully executed by all parties, whichever occurs last in time. Permit shall expire at 11:59 p.m. local time on December 31, 2016 (hereinafter referred to as “Expiration Date”), or terminate at such time as PERMITTEE has completed its work, whichever is earlier. PERMITTEE agrees to notify the Parks Director when construction is completed. If construction is not completed during the Term of this Permit, PERMITTEE shall renew the Permit by requesting an extension from and submitting the applicable fees to COUNTY, at least thirty (30) days prior to Expiration Date.

4. Permit Costs – PERMITTEE shall make payments to the County of Sacramento, Real Estate Division, 3711 Branch Center Road, Sacramento, CA 95827.
   a. Administrative Charges – Within thirty (30) days of the date this Permit is executed, PERMITTEE shall pay to COUNTY a non-refundable administrative payment in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) to cover the administrative cost for Real Estate staff time for the preparation of this Permit related to the Project. The administrative costs for Parks have been waived in lieu of the park enhancements for fish passage and habitat.
   b. COUNTY Processing Costs – In the event that COUNTY incurs other costs administering this Permit after execution (hereinafter referred to as “Other Costs”), PERMITTEE shall promptly reimburse COUNTY for said Other Costs, including but not limited to, all of COUNTY’s staff time, the hiring of any consultants, reasonable attorney fees and costs, all postage (both first class and express mail) and all materials used or expended by COUNTY. PERMITTEE shall make said reimbursement to COUNTY within thirty (30) days of receipt of COUNTY’s written reimbursement request. Should PERMITTEE not timely reimburse COUNTY as provided under this Section, this Permit will terminate.

5. Expenses – PERMITTEE shall bear any and all costs and expenses associated with Permit and use of Premises by PERMITTEE.

6. Surrender/Restoration – PERMITTEE shall peaceably surrender possession of the Premises upon expiration or sooner termination of this Permit.

Upon expiration or termination of this Permit, PERMITTEE shall promptly remove all personal property not owned by COUNTY from the Premises. All injury or damage to COUNTY property, both real and personal, caused by such removal shall be repaired at PERMITTEE’s sole cost and expense. PERMITTEE shall remove such personal property within thirty (30) days of such expiration or termination. Should PERMITTEE fail to remove or dispose of such property in a manner satisfactory to COUNTY, COUNTY may, at its election, consider such property abandoned and may
dispos e of sam e at PERMITTEE’s expense, or after sixty (60) days of such expiration or termination, and declare the personal property of PERMITTEE to be COUNTY property.

7. **Damage** - PERMITTEE shall be responsible for any personal injury or property damage caused by its acts or omissions. PERMITTEE shall undertake all activities hereunder so as to minimize any damage or destruction of the American River Parkway Bike Trail, fences, pipelines, facilities, equipment, or other property or appurtenances of COUNTY, its lessees or licensees. PERMITTEE agrees to reimburse COUNTY for any such damage or destruction, or upon mutual agreement to replace or restore said American River Parkway Bike Trail, fences, pipelines, facilities, equipment, or other property to COUNTY’s satisfaction.

No work performed by PERMITTEE shall cause any unreasonable interference with the constant, continuous and uninterrupted use of the Premises by COUNTY, its officers, agents, contractors, lessees, licensees or others. PERMITTEE shall undertake all activities hereunder so as to minimize any damage or destruction of the fences, pipelines, facilities, equipment, or other property or appurtenances of COUNTY, its lessees or licensees. PERMITTEE agrees to reimburse COUNTY for any such damage or destruction, or upon mutual agreement to replace or restore said fences, pipelines, facilities, equipment, or other property to COUNTY’s satisfaction.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

8. **Environmental Fines and Penalties** – Notwithstanding the foregoing, PERMITTEE shall assume responsibility for and payment of any fines or penalties levied on either the COUNTY or PERMITTEE by any applicable local, state or federal authority (hereinafter Authority) for breaches by PERMITTEE of the Authority’s environmental regulations. PERMITTEE agrees to be solely liable for the payment of all fines and penalties resulting from PERMITTEE’s breach of Authority’s environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of COUNTY.

In addition, PERMITTEE understands and acknowledges that, during the course of the activities allowed by the Permit, the environmental regulations implemented or imposed by the Authority on the COUNTY and PERMITTEE may change and PERMITTEE specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on the COUNTY or PERMITTEE.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

9. **Indemnification** - To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the PERMITTEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the PERMITTEE, or for which the PERMITTEE is legally liable under law excepting only such injury, death, or damage to the extent caused by the negligence or willful misconduct of an Indemnified Party.
This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the PERMITTEE or the PERMITTEE’s contractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Permit.

10. **Insurance** – Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Permit, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for property, professional liability, general liability, environmental liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

11. **Compliance with Laws** – In the prosecution of the work covered by this Permit, PERMITTEE shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, PERMITTEE shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by PERMITTEE to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against COUNTY, PERMITTEE shall reimburse and indemnify COUNTY for any such fine, penalty, cost or charge, including without limitation attorney’s fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 8 above). PERMITTEE further agrees in the event of any such action, upon notice thereof being provided by COUNTY, to defend such action free of cost, charge or expense to COUNTY. The provisions of this Paragraph shall survive the expiration or termination of this Permit.

a. **Stormwater Quality** – Prior to commencement of construction of the Project, COUNTY Stormwater Quality staff shall certify the Stormwater Pollution Prevention Plan (SWPPP) which must meet all requirements of the Sacramento County Storm Water Ordinance (Sacramento County Code Section 15.12). The SWPPP must include all of the components required by the Construction General Permit as well as temporary construction BMPs (Best Management Practices) at the Premises. The County of Sacramento Department of Water Resources (DWR) reserves the right to approve and/or revise the permanent stabilization proposed in the SWPPP. Prior to commencing construction, the certified SWPPP shall be submitted to the California Regional Water Quality Control Board (RWQCB) by the PERMITTEE.

DWR staff will monitor the Project for continued compliance with the Sacramento County Storm Water Ordinance. Should PERMITTEE, PERMITTEE’s contractors, agents or assignees receive notice from the County and/or the RWQCB that a violation has occurred or is imminent, all work other than corrective action related thereto shall be immediately suspended until the corrective action is deemed satisfactory by the County and/or the RWQCB. Time is of the essence. Failure to comply may result in an immediate suspension of this Permit until the Project is deemed by the County and/or the RWQCB to be in compliance. For purposes of this paragraph, the parties intend that the word “PERMITTEE” shall include SACRAMENTO AREA FLOOD CONTROL AGENCY, its Federal and/or State sponsors and their contractors, agents, or assignees.
The County Department of Water Resources Stormwater Quality Program Manager, (827 7th Street, Room 301, Sacramento, CA 95814; Phone (916) 874-7156) will be contacted concerning any questions related to this Paragraph.

12. Endangered Species – PERMITTEE shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting PERMITTEE’s use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

PERMITTEE shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises vicinity. Elderberry shrubs are host plants for the Valley Elderberry Longhorn Beetle (VELB), listed as Threatened under the federal Endangered Species Act. Therefore, no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service.

The County’s Natural Resource Specialist, Mary Maret located at 4040 Bradshaw Road, Sacramento, CA 95827: Phone: (916) 875-4918 must be contacted by PERMITTEE concerning any questions related to this Paragraph. In addition, PERMITTEE shall contact the aforementioned Natural Resource Specialist before any tree is removed to ensure that appropriate nest tree avoidance and minimization measures are implemented.

13. Cultural Resources – Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of PERMITTEE’s activities, then work shall be immediately suspended and the Sacramento County Department of Planning and Environmental Review (PER) shall be immediately notified at (916) 874-6141. At that time, PER will coordinate any necessary investigation with the appropriate specialists as needed. PERMITTEE shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

14. Attorney’s Fees and Costs – Any party may bring a suit or proceeding to enforce or require performance of the terms of this Permit, and each party in that suit or proceeding shall be responsible for its own attorney’s fees and costs.

15. Maintenance – PERMITTEE shall care for the Premises, including the approaches thereto and all appurtenances of the Premises, including but not limited to, all fences, gates, wells, ditches, roadways, and levees with its associated flood control features, and maintain them in the same condition as received at the commencement of the Project, normal wear and tear excepted. PERMITTEE is responsible for weed abatement within the Premises during the Term of this Permit.
16. Notices - Any notice required to be given hereunder, or which either may wish to give, shall be in writing and shall be personally delivered or sent by certified mail or registered mail, postage paid, addressed as follows:

Or to such other place as either party may designate by written notice:

**COUNTY**
County of Sacramento  
Department of Regional Parks  
4040 Bradshaw Road  
Sacramento, CA 95827  
Attn: Director’ Office  
(916) 875-6132 phone  
(916) 875-6632 fax

**PERMITTEE**
Sacramento Area Flood Control Agency  
Attn: Executive Director  
1007 7th Street, 7th Floor  
Sacramento, CA 95814  
(916) 874-7606 phone  
(916) 874-8289 fax

17. Amendments – Modifications or amendments to the terms of this Permit shall be in writing and executed by both Parties.

18. Successors and Assigns – This Permit shall bind the successors and assigns of COUNTY and PERMITTEE in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

19. Interpretation and Enforcement – Interpretation and enforcement of this Permit shall be governed by the laws of the State of California.

20. Entire Agreement – This Permit Agreement constituted the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

21. Authority of Signatories – Each party to this Permit warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Permit and all related documents.

22. Construction of Permit – Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Permit. Whenever required by the context of this Permit, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Permit have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Permit and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Permit. All exhibits referred to in this Permit are attached and incorporated by this reference.

23. Statement Regarding a Certified Access Specialist – Pursuant to California Civil Code §1938, the COUNTY states that the Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp).
☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

24. Not an Interest in Real Property – PERMITTEE acknowledges that this Permit does not convey any interest in real property now or in the future.

The Remainder Of This Page Is Intentionally Left Blank.
IN WITNESS WHEREOF, the parties have executed this Permit as follows:

COUNTY

Date: ____________________________

By: ____________________________
   Michael M. Morse, Director
   Department of General Services
   Under delegated authority by SCC §2.62.035

REVIEWED and APPROVED
by COUNTY COUNSEL:

Date: ____________________________

By: ____________________________
   Stephanie G. Percival
   Deputy County Counsel

PERMITTEE

Date: ____________________________

By: ____________________________
   Richard M. Johnson, Executive Director
   Sacramento Area Flood Control Agency

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Date: ____________________________

By: ____________________________
   M. Holly Gilchrist, Agency Counsel
   Sacramento Area Flood Control Agency

APPROVED AS TO TERMS:

Date: ____________________________

By: ____________________________
   Jeffrey R. Leatherman, Director
   Department of Regional Parks
EXHIBIT "A"

Site 18A Basin
Site Access
Truck/Equipment Access Route to Culvert and Basin
Bicycle Route
Temporary Bike Trail Realignment
Temporary Stockpile Area
Maximum Disturbance Area
Cut and Fill Grading Plan
Rip & Disk Planting Area
Saddle Fill
Existing Access Ramps to Basin
Drainage Direction

Site 18A Basin
Transmission Towers
Western Area Power Transmission Line
SMUD Transmission Line
PG&E Transmission Line
New Culvert
Drainage Swale

COUNTY OF SACRAMENTO
APN's: 274-0190-035, 274-0190-022, 274-019-009

Legend
- Site 18A Basin
- Site Access
- Truck/Equipment Access Route to Culvert and Basin
- Bicycle Route
- Temporary Bike Trail Realignment
- Temporary Stockpile Area
- Maximum Disturbance Area
- Cut and Fill Grading Plan
- Rip & Disk Planting Area
- Saddle Fill
- Existing Access Ramps to Basin
- Drainage Direction
SACRAMENTO AREA FLOOD CONTROL AGENCY
CONTRACT NO. 4284

SITE 18A CULVERT REPLACEMENT AND
FISH PASSAGE ENHANCEMENT PROJECT

SUBMIT BID TO:
Department of General Services
Contract & Purchasing Services Division
9660 Ecology Lane
Sacramento, California 95827

NO LATER THAN: 2:00 P.M.
DAY OF BID

TO: Honorable Board of Directors
Sacramento Area Flood Control Agency

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 4 of this Bid Form.

Total Bid Price to be the total of the Lump Sum Cost and Unit Prices as described in the following bid table:

<table>
<thead>
<tr>
<th>Bid Schedule - A</th>
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<td><strong>Item No.</strong></td>
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**Bid Schedule - B**

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<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>BUILDER'S RISK INSURANCE</td>
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**SUBTOTAL BID SCHEDULE - A**

**SUBTOTAL BID SCHEDULE - B**

**TOTAL BID**

Notes:
1. All quantities are in-place quantities.
2. Prices must be submitted on all individual items for this Bid Schedule. Failure to submit Unit Prices or Lump Sum prices will result in rejection of the bid as non-responsive.
3. See General Specification Section 8-1.03 regarding payment for mobilization and demobilization.
4. In the event the extended amounts shown hereon do not equal the product of the estimated quantity and the unit price, the unit price shall govern and the corrected extended amount shall be utilized to determine the
total price of the bid.
5. Items designated with an (F) are considered Final Pay Items in accordance with General Specifications Section 8-2.04.

II. ADDENDA

Acknowledgement is hereby made of receipt and incorporation of all addendums, up to and including addendum number _______, into this Bid.

III. BID GUARANTY

Bid Security must be a bidders bond, a certified check or cashier's check payable to Sacramento Area Flood Control Agency.

Bid secured by personal checks or personal guarantees will be rejected.

IV. DEBARMENT

The bidder/contractor certifies, by submission of this proposal or 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 submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participants is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

V. BID ATTACHMENTS

A. Subcontractor Listing

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and following, the subcontractors listed on Attachment A to this Bid Form will perform the indicated work on improvement on this project. Attachment A is hereby incorporated into and made a part of this bid.

B. Iran Contracting Act Disclosure Form

In accordance with California Public Contract Code, sections 2202-2208, the bidder/contractor shall fill-out and sign the Iran Contracting Act Disclosure Form included as Attachment B to this Bid Form. Attachment B is hereby incorporated into and made a part of this bid.
VI. TYPE OF BUSINESS (CHECK ONE)

- CORPORATION
  STATE OF INCORPORATION: _____________________________
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VII. FIRM

Firm Name: __________________________________________

Mailing Address: ______________________________________

Physical Address: ______________________________________

Telephone: (____) _____________________________

Fax: (____) _____________________________

Contractor’s License Number: ____________________________

Contractor’s License Expiration Date: ______________________

Contractor’s License Classification: _______________________

Department of Industrial Relations
Labor Code section 1725.5 Registration Number: _______________________

I hereby certify under penalty of perjury that the above statements are true.

Bid and certification submitted by:

Signature: ____________________________________________

(Authorized Representative)

Print: _______________________________________________

Title: _______________________________________________
VIII. NONCOLLUSION DECLARATION ( MUST BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____________________________ (title) of _____________________________ (name of entity), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

___________________________ (date), at

___________________________ (city), ____________ (state).

___________________________

(signature)

___________________________

(printed name)
ATTACHMENT A

DESIGNATION OF SUBCONTRACTORS

The following are the types of work, percentage of bid item, name, California contractor license number, location of the place of business, and California Department of Industrial Relations registration number of all subcontractors who will perform work or labor or render service to the Bidder in or about the construction of the work in accordance with the approved Plans and Specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's Total Bid. Attach additional sheets as necessary.

The Bidder shall list by percentage the portion of the work for the identified Bid Item to be performed by the listed subcontractor. The percentage shown in the Percent of Bid Item column below shall be the percentage of the Bid Item work that the listed subcontractor is performing. Do NOT list the percentage of the Total Bid amount or Total Work amount in that column.

The Contractor is directed to General Specification Section 2-8 and 2-17 regarding the listing of subcontractors.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Percent of Bid Item</th>
<th>Bid Item No(s.)</th>
<th>Subcontractor Name</th>
<th>Subcontractor License No.</th>
<th>Place of Business</th>
<th>Subcontractor DIR Reg. No.</th>
</tr>
</thead>
<tbody>
<tr>
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Attachment A - Note 1: The percentage shown shall be the percentage of the Bid Item work that the subcontractor is conducting.
ATTACHMENT B

SACRAMENTO AREA FLOOD CONTROL AGENCY

IRAN CONTRACTING ACT DISCLOSURE FORM

(Calendar Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a Sacramento Area Flood Control Agency contract for goods or services of $1,000,000 or more, a vendor/consultant/contractor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please provide your vendor/consultant/contractor or financial institution name and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<table>
<thead>
<tr>
<th>Vendor-Consultant-Contractor Name/Financial Institution (Printed)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
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</table>

<table>
<thead>
<tr>
<th>Date Executed</th>
<th>Executed in</th>
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</table>
**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor-consultant-contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
</tr>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
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<table>
<thead>
<tr>
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Sacramento Area Flood Control Agency  
Contract 4284  

Site 18A Culvert Replacement and Fish Passage Enhancement Project  
Pre-Bid Meeting - January 13, 2016

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Telephone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Miller</td>
<td>Dixon Marine Services</td>
<td>707-333-4966</td>
<td></td>
<td><a href="mailto:jmiller@dixonmarineservices.com">jmiller@dixonmarineservices.com</a></td>
</tr>
<tr>
<td>Mike Hogan</td>
<td>Civil Engineering Const. Inc.</td>
<td>916-652-9884</td>
<td>916-652-9885</td>
<td><a href="mailto:mike@cellengineering.com">mike@cellengineering.com</a></td>
</tr>
<tr>
<td>Steve Green</td>
<td>CS Green Inc</td>
<td>916-325-4725</td>
<td>916-325-4725</td>
<td></td>
</tr>
<tr>
<td>Gabe Mendez</td>
<td>Gabe Mendez Inc</td>
<td>916-663-3372</td>
<td>916-663-3372</td>
<td><a href="mailto:gabenandezinc@sbcglobal.net">gabenandezinc@sbcglobal.net</a></td>
</tr>
<tr>
<td>Mark Johnson</td>
<td>Anderson Dragline</td>
<td>530-695-1352</td>
<td>530-695-1352</td>
<td><a href="mailto:markje@andersondragline.com">markje@andersondragline.com</a></td>
</tr>
<tr>
<td>Spencer Mendez</td>
<td>Anderson Dragline</td>
<td>530-695-1352</td>
<td>530-695-1352</td>
<td></td>
</tr>
<tr>
<td>Rich Zito</td>
<td>DMZ Builders</td>
<td>510-715-2237</td>
<td>925-826-5766</td>
<td><a href="mailto:rzito@dmzbuilders.com">rzito@dmzbuilders.com</a></td>
</tr>
<tr>
<td>Richard Scurio</td>
<td>Scurio Junior General Engineering</td>
<td>209-267-4020</td>
<td>209-267-4020</td>
<td><a href="mailto:rscurio@junior.com">rscurio@junior.com</a></td>
</tr>
<tr>
<td>Dave Scurio</td>
<td>Thunder Senior General Engineering</td>
<td>760-291-3360</td>
<td></td>
<td><a href="mailto:dscurio@thunder.com">dscurio@thunder.com</a></td>
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</table>
Sacramento Area Flood Control Agency

Contract 4284

Site 18A Culvert Replacement and Fish Passage Enhancement Project

Pre-Bid Meeting - January 13, 2016

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</tr>
</thead>
<tbody>
<tr>
<td>Tom Parker</td>
<td>Grassman Excavating, Inc.</td>
<td>(916) 402-4737</td>
<td>(916) 914-2192</td>
<td><a href="mailto:tom.parker@grassmanexcavating.com">tom.parker@grassmanexcavating.com</a></td>
</tr>
<tr>
<td>Rollo Stephens</td>
<td>RAMCON</td>
<td>(916) 372-7535</td>
<td>(916) 372-4269</td>
<td><a href="mailto:rollo@ramcon.com">rollo@ramcon.com</a></td>
</tr>
<tr>
<td>Marcus Carr</td>
<td>North State Contracting</td>
<td>(530) 682-3951</td>
<td>(530) 673-1880</td>
<td><a href="mailto:mcards@northstatecontracting.com">mcards@northstatecontracting.com</a></td>
</tr>
<tr>
<td>Arnie Garcia</td>
<td>McGuire &amp; Hester</td>
<td>(916) 372-8910</td>
<td>(916) 372-8913</td>
<td><a href="mailto:estimating@mcguireandhester.com">estimating@mcguireandhester.com</a></td>
</tr>
<tr>
<td>Parker Johnson</td>
<td>Martin Brothers Const.</td>
<td>(916) 381-0911</td>
<td>(916) 381-0611</td>
<td><a href="mailto:estimating@martinbrothers.com">estimating@martinbrothers.com</a></td>
</tr>
<tr>
<td>Kyrie Reid</td>
<td>Valentine Corp</td>
<td>(415) 453-3732</td>
<td>(415) 457-5820</td>
<td><a href="mailto:kyrie@valentinecorp.com">kyrie@valentinecorp.com</a></td>
</tr>
<tr>
<td>Robert Friend</td>
<td>RTC Construction Mgmt</td>
<td>209-261-8814</td>
<td>510-350-9044</td>
<td><a href="mailto:robert@rtcconstruction.com">robert@rtcconstruction.com</a></td>
</tr>
<tr>
<td>David Waterfield</td>
<td>SAC County CMID</td>
<td>(916) 530-9309</td>
<td></td>
<td><a href="mailto:david.waterfield@SacCountyCMID.net">david.waterfield@SacCountyCMID.net</a></td>
</tr>
<tr>
<td>Inquiry Number</td>
<td>Date of Inquiry</td>
<td>Bidder's Inquiry</td>
<td>Response to Inquiry</td>
<td>Date of Response</td>
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<tr>
<td>1</td>
<td>01/13/16</td>
<td>The erosion control measures on the erosion control plan (Sheet 14 of 23) appears to conflict with the headwall removal. Please check and advise.</td>
<td>The gravel bag berm is intended to prevent sediments from entering the NEMDC channel. It can be placed by the Contractor in a manner that does not affect demolition of the existing culvert headwall as long as it performs its intended function.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>2</td>
<td>01/13/16</td>
<td>Bid Item A9 has &quot;3&quot; in the Unit column, did you mean &quot;each&quot;?</td>
<td>Yes, the Unit should be &quot;EA&quot; instead of &quot;3&quot;, see revised Bid Form.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>3</td>
<td>01/13/16</td>
<td>At the Pre-Construction Meeting held today (1-13-2016), it was stated that all seeding would be done under a separate contract; Are you going to delete bid item A16?</td>
<td>Yes, Bid Item A16 Erosion Control (Seeding) should be deleted. A revised Bid Form was issued as part of Addendum No. 1.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>4</td>
<td>01/14/16</td>
<td>Was the site walk mandatory?</td>
<td>No</td>
<td>01/14/16</td>
</tr>
<tr>
<td>5</td>
<td>01/18/16</td>
<td>Is a pre-construction clearance survey conducted by a licensed biologist required for this project?</td>
<td>Yes. Per Section 10-14.03, the Agency will provide the biologist to perform the surveys.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>6</td>
<td>01/18/16</td>
<td>If the project does not balance and there is excess dirt, can it be spread out in the basin to eliminate the need for off haul?</td>
<td>No. The only areas within the basin that are to be graded are the limits shown on the Basin Layout Sheets. With the exception of the areas shown for discing, no removal of vegetation or other disturbance will be allowed within the basin.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>7</td>
<td>01/18/16</td>
<td>Can the temporary wattles be left onsite or is the contractor responsible for throwing away 7,630 lf of wattles a mere 90 days after installation? Seems very wasteful.</td>
<td>The wattles shall be removed at the completion of the Contractor's operations.</td>
<td>01/21/16</td>
</tr>
<tr>
<td>8</td>
<td>01/18/16</td>
<td>Could you provide dimensions for the CLSM that goes below the footing. I have figured it at 8.75' wide x 110' long x 2' thick and I am not coming up with your CY quantity that is on the bid form.</td>
<td>The CLSM is shown on Sheet 23 of 23 to be placed below the culvert and retaining wall footings. The CLSM extends two feet beyond the footing toes and is 2 feet thick.</td>
<td>01/20/16</td>
</tr>
<tr>
<td>9</td>
<td>01/18/16</td>
<td>Is contractor responsible to provide a Ground Vibration Monitoring and Control program per General Specification Section 10-18?</td>
<td>Yes.</td>
<td>01/21/16</td>
</tr>
<tr>
<td>10</td>
<td>01/19/16</td>
<td>This project appears to be calling out for a battered wall but Caltrans detail sheet D90 only calls out for battered walls that are more than 13 ft in total height. Please confirm that this wall needs to be battered</td>
<td>Yes, the wall is battered (see Sheet 21 of 23) and should be constructed as designed. It was designed as a Type 1 retaining wall per Caltrans RSP B3-1A.</td>
<td>01/20/16</td>
</tr>
</tbody>
</table>