ORANGE COUNTY
OC PublicWorks
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Memorandum

DATE: February 24, 2011

TO: All Prospective Bidders

FROM: Ignacio G. Ochoa, P.E.
Director/Chief Engineer, OC Engineering

SUBJECT: Bulletin No. 1 to the Plans and Special Provisions for the Construction of Santa Ana River Interceptor (SARI) Relocation – Yorba Linda Spur – within Facility No. E01, La Palma Avenue and Santa Ana River Trail from SAVI Ranch Development to 780 Feet East of Via Lomas De Yorba East.

The bidder's attention is directed to the following changes to the Plans and Special Provisions, and the responses to questions:

SPECIAL PROVISIONS

1. VOLUME I - **INSERT** TABLE OF CONTENTS (Attachment A) after page T-2.

2. VOLUME I - Section NC NOTICE TO CONTRACTOR, **REPLACE** section in its entirety with Attachment B.

3. VOLUME I - Section P PROPOSAL (perforated and non-perforated), **REPLACE** in its entirety with Attachment C.

4. VOLUME I - Section CA CONSTRUCTION AGREEMENT, **REPLACE** the last paragraph of paragraph 3 to read as follows:

   "For AGREEMENTS which contain a plant establishment and a plant maintenance period, the following applies: The ninety (90) calendar day plant establishment period shall be accomplished prior to ENGINEER recommending AGREEMENT construction acceptance by the Board of Supervisors, hereinafter referred to as "BOARD". The plant establishment period shall be included within the working day period allowed for this AGREEMENT. For the limited purpose of determining the completion of CONTRACTOR's plant maintenance responsibility, the two hundred seventy (270) calendar day plant maintenance period shall commence on the date of AGREEMENT construction completion as determined by the ENGINEER."

5. VOLUME I - Section A PROPOSAL REQUIREMENTS AND CONDITIONS, **REPLACE** paragraph 4 to read as follows:

   "4. INTERPRETATION OF DRAWINGS AND DOCUMENTS:

   If any person contemplating submitting a bid for the proposed AGREEMENT is in doubt as to the true meaning of any part to the Bid Package, or other proposed AGREEMENT documents, or finds discrepancies in, or omissions from, the drawings or Special Provisions, the CONTRACTOR may submit to the ENGINEER a written request for all interpretations or corrections thereof. Said letter shall be on company letterhead signed

by a duly authorized representative of the company making the request. To expedite, a PDF version of the letter should be sent via email to both the Project Manager and Senior Civil Engineer identified in the Notice to Contractors of these Special Provisions. The person submitting the request will be responsible for its prompt delivery (original hard copy via mail and PDF file via email) and obtaining acknowledgement of its receipt. All requests must be submitted no less than seven (7) working days prior to the date set in the Notice to Contractors of these Special Provisions for the opening of bids.

Any interpretation or correction of the proposed documents will be made only by Addendum or Bulletin duly issued, and a copy of such Addendum or Bulletin will be mailed, e-mailed, faxed, or delivered to each person receiving a the Bid Package in the Notice to Contractors. The DISTRICT will not be responsible for any other explanations or interpretations of the proposed documents."

6. VOLUME I - Section B SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBIC WORKS CONSTRUCTION, REPLACE the last heading on page B-18 and the first paragraph on page B-19 to read as follows:

"PAGE 25 - REPLACE SECTION 6-6.3, "PAYMENT FOR DELAYS" IN ITS ENTIRETY WITH THE FOLLOWING:

SECTION 6.6.3 "PAYMENT FOR DELAYS TO CONTRACTOR"

If delays arise from the protection, removal, or relocation of utilities, or from the DISTRICT's failure to acquire or clear right-of-way, then CONTRACTOR's entitlement to damages and the amount of damages due to such delays shall be governed by Section 5 – "Utilities" and, in particular, Section 5-5 "Delays", both as modified herein. For all other delays for which the CONTRACTOR is not responsible, the CONTRACTOR will be compensated for damages it incurs due to delays in accordance with this Section 6-6.3. DISTRICT will not be liable for any damages that CONTRACTOR could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The ENGINEER shall determine what damages CONTRACTOR could have avoided. The ENGINEER also shall determine the amount of unavoidable damages in accordance with the compensation provisions set forth in Section 3-2, "Changes Initiated by the Agency," and Section 3-3, "Extra Work", as both are modified herein. CONTRACTOR's sole compensation for profit and overhead of any type (including but not limited to field office and home office overhead) during the period of delay shall be calculated in one of the following ways. If CONTRACTOR's proposal or bid, as accepted by the DISTRICT, specifies a daily rate for the CONTRACTOR's overhead and profit, that rate shall apply during the period of delay. If CONTRACTOR's proposal or bid, as accepted by the DISTRICT, does not specify a daily rate for the CONTRACTOR's overhead and profit, then CONTRACTOR's sole compensation for profit and overhead of any type shall either be: (1) an amount mutually agreed by DISTRICT and CONTRACTOR; or (2) calculated by applying the mark ups for overhead and profit set forth in Section 3-3.2.3, as modified herein, to the CONTRACTOR's costs for labor, materials, tool and equipment rental, and other allowed items due to the delay. Under no circumstances shall CONTRACTOR be entitled to recover overhead and profit both through the application of mark ups on costs specified in Section 3-3.2.3 and by one of the other methods described above."

7. VOLUME I - Section C GENERAL MISCELLANEOUS, **REPLACE** paragraph C-8 to read as follows:

"C-8 PAYMENTS

Attention is directed to Section 9-3, "Payment," of the Standard Specifications for Public Works Construction, and these Special Provisions.

Refer to Section 01270 – Measurement and Payment for general description of pay items and quantities. The CONTRACTOR shall also comply with requirements of Section 01301 – Schedule of Values. Measurement not defined in the Special Provision shall be calculated based on the final approved Schedule of Values.

For the purpose of making partial payments pursuant to Section 9-3.2, "Partial and Final Payment" of the Standard Specifications for Public Works Construction, the amount set forth for the AGREEMENT items of work hereinafter listed shall be deemed to be the maximum value of said AGREEMENT items of work which will be recognized for progress payment purposes.

Mobilization	$675,000
Clearing and Grubbing	$6,000
Tunnel Machine Rescue	$300,000

After acceptance of the Work pursuant to Section 6-8, "Completion and Acceptance" of the Standard Specifications for Public Works Construction, the amount, if any, payable for an AGREEMENT item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the Work. Work shall be as defined under Section 1, "Terms, Definitions, Abbreviations, Units of Measure, and Symbols," of the Standard Specifications for Public Works Construction.

No payment will be made to the CONTRACTOR for any materials on hand which are furnished but not incorporated into the work.

Upon satisfactory completion of the work, the ENGINEER shall recommend the acceptance of the work to the Board of Supervisors. Said BOARD shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion.

Thirty-five (35) days after the recording of the Notice of Completion or within sixty (60) days after the Date of Completion in accordance with Public Contract Code Section 7107, the CONTRACTOR shall be entitled to the balance due for completion and acceptance of the work, provided all claims for labor and materials have been paid, and no claim shall have been filed with the DISTRICT based upon acts or omissions of the CONTRACTOR and no liens or withhold notices shall have been filed against said work or the property on which the work was done. If there is a dispute between the DISTRICT and CONTRACTOR, DISTRICT may retain up to 150% of the estimated value of the disputed amount from the final payment in accordance with Section 7107 of the Public Contract Code.

Section 7107 of the Public Contracts Code defines Completion as any of the following:

(1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the DISTRICT, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the DISTRICT, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the CONTRACTOR.

After commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the DISTRICT files or records a notice of cessation or a notice of completion.

8. VOLUME I – Section C PROPOSAL REQUIREMENTS AND CONDITIONS, **REPLACE** paragraph C-5 to read as follows:

"D-3 SURVEYING SERVICES

Unless otherwise specified elsewhere in the SPECIAL PROVISIONS, the DISTRICT will provide normal surveying and inspection services for construction of this project as described in Section 2-9, Surveying," of the Standard Specifications for Public Works Construction. The survey work week shall be from Monday through Thursday, with no survey crew on Friday. Therefore, the CONTRACTOR shall schedule survey requests accordingly.

With respect to surveying services required of the CONTRACTOR, the CONTRACTOR's attention is directed to Sections 02200 EARTHWORK, 02445 INSTRUMENTATION AND MONITORING, and 2490 SOIL ANCHORS, and 02623 MICROTUNNELING AND SHAFTS of the SPECIAL PROVISIONS. It is the responsibility of the CONTRACTOR to identify all surveying services required of the CONTRACTOR in the CONTRACT DOCUMENTS and should base his bid accordingly."

9. VOLUME I – Section D PERMITS, **REPLACE** paragraph D-3 to read as follows:

"D-3 CALIFORNIA DEPARTMENT OF FISH AND GAME

The DISTRICT has entered into a Streambed Alteration Agreement with the California Department of Fish and Game. Said Agreement is included herein. The CONTRACTOR shall thoroughly read and comply with all permit Administrative Measures and Avoidance and Minimization Measures. However, DISTRICT will provide biologic surveys and biologic monitoring during construction. A copy of the Agreement must be kept on the jobsite at all times and made available to any Department representative at their request."

10. VOLUME I – Section F CONSTRUCTION DETAILS, **REPLACE** paragraph F-7.15 to read as follows:

    "**F-7.15 Not Used**"

11. VOLUME I – Section F CONSTRUCTION DETAILS, **REPLACE** paragraph F-7.19 to read as follows:

    "**F-7.19 Field Monitoring, Documentation, Restoration, and Landscape and Irrigation**

    Work shall consist of design and installation of landscape and irrigation for the project.

    The CONTRACTOR shall videotape the project site, including staging and storage areas prior to commencing work. All existing vegetation, except for common grass, shall be inventoried and shown and labeled on a scaled drawing as required herein.

    All man-made landscaped areas such as road embankments and highway planters that are disturbed shall be restored to a level substantially similar to the existing condition. Irrigation affected by the CONTRACTOR shall be modified to allow full coverage of the slope and planter areas currently irrigated.

    The CONTRACTOR shall prepare, provide, and submit to the ENGINEER Landscape and Irrigation Plans for processing of its review and approval prior to construction. The plans shall be prepared by a duly registered Landscape Architect. Landscape and Irrigation Plans shall show existing and proposed conditions and be based on a scale of not less than 1-inch = 40 feet.

    The CONTRACTOR shall provide the appropriate number of plans sets (eight (8) sets of plans are anticipated) or as directed by the ENGINEER. The CONTACTOR shall be responsible for all costs associated with OCSD, OC Parks, and City of Yorba Linda review of the Landscape and Irrigation Plans and any construction administration or oversight fees that may be imposed by said agencies. The CONTRACTOR shall allow for a review period of 6 to 8 weeks. Payment of the applicable review costs and construction administration/oversight fees shall be made payable to "OC Parks" and "City of Yorba Linda" and submitted to the ENGINEER or as directed thereby." No fees will be charged to the CONTRACTOR for OCSD's involvement in the review and construction administration/oversight of the Landscape and Irrigation Plans.

12. VOLUME I – Section F CONSTRUCTION DETAILS, **REPLACE** section F-33 to read as follows:

    "**F-33 EADOC DOCUMENT MANAGEMENT**

    The CONTRACTOR is required to utilize an Internet-based document management system, called EADoc, for Submittals, Requests for Information (RFI's) and administration of all documents associated with the Work. The use of EADoc is mandatory in order to facilitate the construction contract administration.

A. EADoc is a database-oriented, milestone-driven software system, whereby incoming documents are categorized, recorded, and, if required, assigned for action, tracked, copied for file, logged out, and returned to the originator

B. EADoc records the type of document, date received, brief description, date due if action is required, action assigned to one or many entities, action taken, and date returned.

C. EADoc is capable of producing reports displaying the history or status of each document. The system will also sort information by document type (letter, submittal, RFI, etc.), by status (e.g. "approved", "rejected", "open", etc.), by assigned action, and by Specification section (i.e. submittals).

D. All documents sent or received will pass through EADoc electronically and for log-in-log-out entry into the database.

The CONTRACTOR shall provide, maintain and utilize a high-speed internet service provider (cable or DSL; not dial-up modems). The CONTRACTOR shall be responsible for payment of all costs associated with his use of the EADoc including his own computers and hardware, etc. Technical support and training will be provided by the ENGINEER. The Contractor will not be required to purchase a license to the software and there is no charge to the contractor for subscribing to EADoc."

13. VOLUME I - Section F CONSTRUCTION DETAILS, **INSERT** paragraph F-51 after paragraph F-50 to read as follows:

"**F-51 REMOVAL OF UNFORESEEN ITEMS**

DISTRICT has endeavored to locate all substructures and identify subsurface materials based on available data. However, CONTRACTOR may still encounter unforeseen items or obstructions during microtunneling operations. The CONTRACTOR, however, should base his bid on the assumption that he may encounter soils conditions as described in the CONTRACT DOCUMENTS. Anything other than what is described therein that may lead to a change in conditions, as described herein, during microtunneling operations shall be considered as an unforeseen condition and the provisions below shall apply.

If the CONTRACTOR encounters unforeseen materials and/or conditions that impede advancement of microtunneling operations as described above, the CONTRACTOR shall be required to rescue, correct, remove, and/or dispose of any interfering conditions, materials, and/or items on a time and materials basis as described in Section 3-4, "Changed Conditions," of the STANDARD SPECIFICATIONS, or as directed by the ENGINEER in order to facilitate the microtunneling operations as shown on the CONTRACT DOCUMENTS.

The requirements of Section 3-4, "Changed Conditions," of the STANDARD SPECIFICATIONS are amended as follows:

3-4 CHANGED CONDITIONS. The CONTRACTOR shall notify the ENGINEER of the following work site conditions (hereinafter called "Changed Conditions"), in writing, upon their discovery and before they are disturbed, when possible:

1. Subsurface or latent physical conditions differing materially from those represented in the CONTRACT DOCUMENTS;

2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

3. Material differing from that represented in the CONTRACT DOCUMENTS which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

The ENGINEER will investigate conditions which appear to be changed conditions. If the ENGINEER determines that the conditions are changed conditions and will materially affect costs, the CONTRACTOR shall proceed upon written authorization from the ENGINEER on a time and materials basis for such portion of the work in accordance with the provisions of Section 3-3 of the STANDARD SPECIFICATIONS. If the ENGINEER determines that conditions are changed conditions and will materially affect performance time, the CONTRACTOR, upon written request will be granted a non-compensable time extension and any costs incurred including labor, overhead, and equipment costs will not be subject to additional compensation. Only micro-tunneling equipment that cannot practically be demobilized and cannot be judiciously used elsewhere as means of mitigating cost will be compensated for in accordance with Sections 3-4 and 6-6 and as authorized by the ENGINEER.

If the ENGINEER determines that conditions do not justify an adjustment in compensation, the CONTRACTOR will be so notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the ENGINEER in writing if the CONTRACTOR disagrees.

If the CONTRACTOR disagrees with the decision, it may submit a written notice of potential claim to the ENGINEER commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the CONTRACT and shall proceed with all work to be performed under the CONTRACT. However, the CONTRACTOR shall retain any and all rights provided by either the CONTRACT or by law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed in accordance with Section 3-5 of the STANDARD SPECIFICATIONS.

The CONTRACTOR'S failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith."

14. VOLUME I - Section 01110 SUMMARY OF WORK, **REPLACE** paragraph 1.12 to read as follows:

    " 1.12 REFERENCE INFORMATION

    A. Reference information such as as-built plans, environmental impact report, and so forth are available for CONTRACTOR's viewing by contacting the staff identified in section NC NOTICE TO CONTRACTORS of the SPECIAL PROVISIONS. This information will be provided for the CONTRACTOR's information, not considered part of the CONTRACT DOCUMENTS, and is provided as reference documents only. There is no warranty or guarantee, either expressed or implied, that the conditions indicated by such reference material thereof are representative of the actual field conditions"

15. VOLUME I - Section 01270 MEASUREMENT AND PAYMENT, **REPLACE** paragraph 1.2.G. to read as follows:

    "G. Item 7 – Mobilization

    Description: Furnish all labor, tools, equipments, and materials in accordance with the CONTRACT DOCUMENTS. The CONTRACTOR's attention is directed to Section F-32 MOBILIZATION, F-31 TEMPORARY LIGHTING, F-5 COOPERATION, F-6 ENVIRONMENTAL CONTROLS and all subsections thereto not paid elsewhere, F-9 DEVELOP WATER SUPPLY, F-14 MEETINGS, Section F-33 EADoc DOCUMENT MANAGEMENT, and F-47 GUARANTY of the SPECIAL PROVISIONS.

    Measurement and Payment: The lump sum listed in Section C, "Payments," of these SPECIAL PROVISIONS or the CONTRACT lump sum price bid as submitted by the CONTRACTOR in the Proposal, whichever is less, shall be paid with the monthly progress payments as listed in the Schedule of Values. Any amount bid in excess of the value for progress payments purposes listed in Section C, "Payment," of these SPECIAL PROVISIONS, will be included for payment in the first estimate made after acceptance of the CONTRACT."

16. VOLUME I - Section 01270 MEASUREMENT AND PAYMENT, **REPLACE** paragraph 1.2.DD. to read as follows:

    "DD. Item 30 – Site Work at Control Gate Structure

    Description: Furnish all labor, tools, materials, and equipment necessary for site work at control gate structure behind SAVI Ranch, complete and in place, in accordance with the CONTRACT DOCUMENTS. Work includes removal, transportation, disposal of unsuitable material, and stockpiling of all riprap; grading, access roads, and gravel placement. The CONTRACTOR's attention is directed to Sections F-49 REMOVE, SALVAGE AND STOCK PILE EXISTING RIPRAP, 02050 DEMOLITION, 02110 CLEARING, GRUBBING AND STRIPPING, and 02200 EARTHWORK of the SPECIAL PROVISIONS.

    Measurement and Payment: The lump sum payment for this item will be full compensation or fractions thereof as listed in the Schedule of Values. All work or

increments thereof shall be in compliance with requirements in the SPECIAL PROVISIONS and accepted by ENGINEER prior to payment."

17. VOLUME I - Section 01270 MEASUREMENT AND PAYMENT, **REPLACE** paragraph 1.2.HH. to read as follows:

"HH. Item 34 – Tunneling Machine Rescue

Description: Furnish all labor, tools, materials, and equipment necessary to rescue, correct, remove, and/or dispose of any interfering conditions, materials, and/or items that impedes forward advancement of the microtunneling operations as a result of Changed Conditions in accordance with the CONTRACTOR DOCUMENTS. The CONTRACTOR's attention is directed to section 02623 MICROTUNNELING AND SHAFTS, paragraph 3.6.D. Obstructions and Loss of Ground and section F-51 REMOVAL OF UNFORESEEN ITEMS of the SPECIAL PROVISIONS. Idle time for microtunneling machine prior to rescue shall be CONTRACTOR's responsibility and not part of this cost.

Measurement and Payment: Compensation for providing all labor including permitting, materials, tools, equipments and incidentals necessary to rescue microtunneling machine shall be considered as paid on a Time and Materials basis not to exceed $300,000 and no additional compensation will be allowed therefor."

18. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 1.4.F.1. to read as follows:

"1. Microtunneling equipments could be new or previously owned, used and refurbished by the CONTRACTOR. The CONTRACTOR is responsible for submitting a certification letter either from the equipment manufacturer, if the equipment is new or rebuilt by the original manufacturer, or a self certification by the CONTRACTOR, if equipment is owned, used and refurbished by the CONTRACTOR, detailing the condition and operational characteristics of all equipments to be used for installing the specified pipes. The certification shall state that each microtunneling machine to be used is capable of successfully completing the work in the ground and groundwater conditions anticipated for each tunnel drive. For refurbished machines, submit details of refurbishment of main components and hours since last refurbishment of main components. Also for refurbished machines, submit prior project information for the machine including project name, location maximum drive length, total tunnel length and excavated diameter."

19. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 2.3.A. to read as follows:

"A. Conform to all applicable requirements of SSPWC Sections 207-24 and 306-2 except as modified herein and elsewhere in the Specifications and Contract Drawings for the purpose of using steel pipes as casings."

20. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 2.3.F. to read as follows:

    "F. Steel Casing Protection Coating (Interior and Exterior, ref. SSPWC Section 207.10.4): None required."

21. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **INSERT** paragraph 2.3.G. after paragraph 2.3.F. to read as follows:

    "G. If mechanical press-fit joint such as Permalock of St. Louis, MO is used, conform to manufacturer's recommendation."

22. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 2.4.A. to read as follows:

    "A. The CONTRACTOR is responsible for providing a jacking pipe that accommodates pipe jacking loads without damaging the pipe and joints. At a minimum conform to all applicable requirements of SSPWC Section 207-23 and 306-2 except as modified herein and elsewhere in the Specifications and Contract Drawings for the purpose of using reinforced concrete pipes as casings."

23. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **INSERT** paragraph 2.4.H. after paragraph 2.4.G. that read as follows:

    "H. Pipe Joints: Provide plywood spacer designed to distribute thrust loading during pipe jacking."

24. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 3.6.D.1. to read as follows:

    "1. An obstruction may be encountered that impedes forward advancement of the microtunneling equipment. If and when an obstruction is encountered, the CONTRACTOR is required to make all efforts to remedy the obstruction. If obstruction is not removed or resolved after six (6) hours, with the approval of the ENGINEER, the obstruction removal contingency plan shall be initiated. If the obstruction is deemed by the ENGINEER to be a differing site condition in accordance with section F-51 REMOVAL OF UNFORESEEN ITEMS of the SPECIAL PROVISIONS, and the failure to advance is not due to operator error, mechanical problems, encountering reasonably expected soils/materials as described in the Geotechnical Baseline and Data Reports, or the result of being off line and grade, then obstruction removal work including the construction of rescue shaft as may be required is subject to additional compensation to the CONTRACTOR."

25. VOLUME I - Section 02623 MICROTUNNELING AND SHAFTS, **REPLACE** paragraph 3.6.D.2. to read as follows:

    "2. The ENGINEER at his discretion shall determine the cost impact of obstruction removal on a time and materials basis based on the actual expended labor, equipment and materials and shall be payable to the CONTRACTOR in accordance

with the CONTRACT DOCUMENTS. The CONTRACTOR is directed to Section 01270 MEASUREMENT AND PAYMENT, paragraph 1.2.HH., of the SPECIAL PROVISIONS."

26. VOLUME I - Section 02900 LANDSCAPING, **REPLACE** paragraph 1.10A. to read as follows:

    "A. General: The CONTRACTOR shall be responsible for a period of two hundred seventy (270) calendar days after date of acceptance of all work under the CONTRACT DOCUMENTS, for maintaining all plantings. Maintenance shall include all necessary plant or tree replacements, weeding, cultivating, fertilizing, pruning, controlling insects and diseases, re-guying, and performing all other operations incident thereto, as well as maintenance of the irrigation system specified in Section 02810, Landscape irrigation. The CONTRACTOR shall provide written guarantee to the DISTRICT from the CONTRACTOR embodying the provisions of this section of the Specifications. Plant establishment period shall be pursuant to Section CA, paragraph 3, of the SPECIAL PROVISIONS."

27. VOLUME I - Section 03610 PERMEATION GROUTING, **DELETE** the second sentence in paragraph 3.2.J.3.

PLANS

28. VOLUME II – PROPOSED EASEMENTS AND TEMPORARY WORK AREA HORIZONTAL CONTROL PLAN, **REPLACE** DRAWING SHEET G-5 with Attachment D.

29. VOLUME II – SANTA ANA RIVER CROSSING PLAN AND PROFILE CIPP REHABILITATION, **REPLACE** DRAWING SHEET C-15 with Attachment E.

QUESTION AND RESPONSES

30. QUESTION: In Specification Section D-1.1 it states that Contractor shall submit test results for a qualified testing laboratory with his written request for approval of materials for the Contract. Please provide more data on what tests you are requiring and for what materials you will require testing.

    ANSWER: All materials used on the project shall not contaminate surface or ground water as stated in Section D-1.1. Discharge water shall be lab tested to meet the requirements of the Clean Water Act and Santa Ana Regional Water Quality Control Board as stated in D-1.1. The CONTRACTOR shall pay special attention that dewatering equipment used for this project (pumps, pipes, tanks, etc) shall be flushed and cleaned and inspected for contaminants prior to usage.

31. QUESTION: In Specification Section D-3 (Part 2.1) it states that project construction shall occur outside the active breeding season (Feb 15 – Aug 15) for birds. If avoidance of the avian breeding season is not feasible, a nesting bird survey shall be conducted. Please confirm that the District will be responsible for all costs associated with surveys and monitoring and also that the

District will be responsible for the costs of any and all mitigation measures required in the Streambed Alteration Agreement.

ANSWER: The CONTRACTOR shall comply with Administrative Measures and Avoidance and Minimization Measures presented in the Streambed Alteration Agreement with exception of the requirement for biologic surveys and monitoring. DISTRICT will provide specialists for surveys and monitoring of nesting birds. Compensatory Measures, Restoration of Temporary Impacts, and Reporting Measures will be performed by DISTRICT and/or others. Please refer to response item 9 of this Bulletin No. 1.

32. QUESTION: Section 01270, Measurement and Payment, Part 1.2.L: Temporary Bikeway Detour makes no mention of the temporary lighting required. Under what bid item should the temporary lighting for the temporary bikeway detour be included?

    ANSWER: Please refer to drawings TC-4 and TC-6 for temporary lighting location. Please refer to Section F Construction Details F-31 Temporary Lighting for description. Temporary lighting shall be included as part of bid Work Item 12 (Temporary Bikeway Detour).

33. QUESTION: Please identify the quantity, depth, and diameter of the Monitoring Wells to be destroyed per Section 02050 part 3.5?

    ANSWER: This information, including the number of groundwater monitoring wells, diameter and depth of each well, is in Appendix C of the VOLUME III - GEOTECHNICAL DATA REPORT. The only update is three of the wells were already destroyed by U.S. Army Corps of Engineers. These wells are MW-200+40B, PW-200+50B, and MW-200+60B. However, these wells are on the SARI main line, not part of the Yorba Linda Spur Project. There are only three existing wells within the Yorba Linda Spur Project requiring demolition by the contractor: MW-21+90, MW-40+50, and MW-60+20. Depth and diameter of the monitoring wells to be destroyed shall be in accordance with the CONTRACT DOCUMENTS.

34. QUESTION: In Specification Section 02200-1.5K it states that water may be disposed of in the trunk sewer at a point acceptable to the Engineer. Please provide the location of the manholes that may be utilized for disposing of groundwater.

    ANSWER: CONTRACTOR may dispose of water at MH SAR0563-000 with the approval of OCSD.

35. QUESTION: In Specification Section 02200-1.5L it states that water may not be discharged into the OCSD's sanitary sewer during a wet-weather storm event without the direct approval of the Engineer. Is there an allowable flow rate that can be accommodated during wet weather? If not, are there storm drain facilities adjacent to the trunk sewer manholes that we are able to utilize for switching the dewatering system over to during storm events?

    ANSWER: OCSD reserves the right to disallow discharge into its sanitary sewer system at any time due to flow conditions at OCSD Plant 1. The CONTRACTOR may elect to obtain a no-fee discharge permit from OCSD but will need to comply with all conditions of said discharge permit and Section 02200 EARTHWORK, paragraph 1.5 DEWATERING. The CONTRACTOR will be required to provide and maintain, at all times during construction, adequate treatment, storage, and detention of storm water or dewatered water should OCSD at any time disallow discharge into its sanitary sewer system.

36. QUESTION: At the pre-bid meeting it was stated that the District would provide the soils testing, however in Specification Section 02200-1.8A it states that the Engineer will monitor soils compaction efforts using a testing laboratory of the Engineer's choice at the Contractor's expense. Please confirm that the District will supply and pay for the soils testing per the discussion at the pre-bid meeting.

    ANSWER: The DISTRICT will provide inspection and laboratory testing of soils.

37. QUESTION: In Specification Section 02200-2.1J it states that pipe zone backfill for FRP, HDPE or PVC shall be imported sand or CLSM, however in Section 02200-2.2B2 it states that pipe zone backfill for plastic pipe shall be ¾-inch crushed rock. Please confirm what the required pipe zone backfill requirements are.

    ANSWER: Pipe zone backfill from STA 2+00.00 to STA 22+08.04 shall be crushed rock or CLSM due to high groundwater and porous geological conditions. Pipe zone backfill from STA 22+08.04 to STA 67+85.67 may be sand.

38. QUESTION: In Specification Section 02200-3.4E it calls out for a pipe bedding of 12 inches minimum thickness, however the detail on sheet D-3 shows 18". Please clarify.

    ANSWER: Pipe bedding shall be a minimum of 12 inches thick.

39. QUESTION: In Specification Section 02550-3.9 it states that the entire asphalt concrete pavement shall be fog sealed and that seal coat limits shall extend as required by the permit. I was unable to locate the limits in the permit. Please provide the limits of the fog seal to be used for bidding purposes.

    ANSWER: Fog seal is required for pipe trench paving on La Palma. Fog seal shall overlap existing asphalt a minimum of 18 inches on each side. Fog seal is not required for bikeway repaving.

40. QUESTION: In Specification Section 02550-3.10 it states that emulsion-aggregate slurry shall be applied. Please provide the type of slurry and the limits of where it is to be applied.

    ANSWER: Emulsion-aggregate slurry per SSPWC Section 203-5 is required for pipe trench paving on La Palma. Emulsion-aggregate slurry shall overlap existing asphalt a minimum of 18 inches on each side. Emulsion-aggregate slurry is not required for bikeway repaving.

41. QUESTION: In Specification Section 02550-3.11 it states that all edges of paving adjacent to earth shall be bounded by 2x6 inch, new redwood headers. The details on sheet D-3 do not show a redwood header on the edge of the bikeway. Please provide location where the redwood header is required.

    ANSWER: All edges of paving adjacent to earth shall be bounded by 2-inch by 6-inch, new redwood headers.

42. QUESTION: Section 02623, Microtunneling and Shafts, Part 1-General 1.4 F 15- States: "Method statement for compressed air work for use of the specified air lock to access the excavation chamber at pressures up to the maximum anticipated hydrostatic pressure at the

invert level. Address anticipated air loss mitigation measures. Address safety, decompression and mine rescue stator requirements. Provide sufficient detail to obtain acceptance including any variances needed from Cal/OSHA".

First, we do not see the need for this type of equipment for this tunnel after doing a detailed review of the GBR. There will be no need to access the front of the machine after the proper cutterhead is chosen for this geology. Second, there is not a machine currently in the USA that has this capability in the minimum diameter specified. Again, are you asking for the microtunnel contractor to supply new equipment for this project? We believe this requirement is overreaching both in methodology and financially for a successful outcome of this project. We ask this requirement be removed from the specification.

ANSWER: Under Section 02623.1.4.F.15 – First, The specified microtunneling equipment minimum requirements were based on the Engineer's interpretation of the expected ground condition. We would caution that the graphical representation of the anticipated ground profile in the Geotechnical Baseline Report (GBR) should not be reviewed in isolation from the descriptions of soil units and anticipated behavior in the GBR and Geotechnical Data Report (GDR). The potential existence of ground water, flowing behavior and rocks or boulders etc along the microtunneling alignment must be taken into account when considering the equipment requirement. Based on this, we do not agree with the bidder's assessment that the anticipated ground condition would not require the specified air lock and face access in the microtunneling machine.

Second, our minimum specified requirements for microtunneling equipment did not limit, but rather provided for a range of acceptable bore diameter of 72 inches to 84 inches for YLS. We have identified three contractors who own the specified machine in the US and one supplier who provides machines for rental in the US, and can supply the specified air-lock. Therefore, this specification condition shall remain applicable.

43. QUESTION: Section 02623, Microtunneling and Shafts, Part 1-General 2.5 D: The microtunneling machine shall provide for man and material access to the cutterhead through the pressure bulkhead". Again, we believe after a detailed review of the GBR this should not be required for this tunnel drive. We ask this section be removed from the specification.

    ANSWER: Under Section 02623.2.5.D – Please refer to our response in question 42. This specification condition shall remain applicable.

44. QUESTION: Section 02623, Microtunneling and Shafts, Part 1-General 2.5 E: "The microtunneling machine shall be new or refurbished slurry machine". Please clarify that the machine does not have to be manufacturer recertified.

    ANSWER: Under Section 02623.2.5.E – This is addressed herein. Please refer to response item 18 of this Bulletin No. 1.

45. QUESTION: Section 02623, Microtunneling and Shafts, Part 1-General 2.5 G: "An air-lock system shall be provided for compressed air access by man and material. It shall be designed to provide access under the maximum hydrostatic pressure at the invert based on the maximum water level indicated in the Geotechnical Baseline Report". As stated above in question #15 [the bidder's question #15 in its letter], we do not see the need for this equipment for this particular project. We ask this requirement be removed from the specification.

ANSWER: Under Section 02623.2.5.G - Please refer to our response in question 42. This specification condition shall remain applicable.

46. QUESTION: Section 02623, Microtunneling and Shafts, Part 1-General 2.5 I: "The outside diameter of the microtunneling machine must be flush with the outside diameter of the casing pipe. The machine can be skinned up no more than six (6) inches larger in diameter than minimum microtunneling machine size." It is not any kind of industry standard to limit the size of a skin-up to six (6) inches, we don't know where this comes from. In machines of this class skin-ups of twelve (12) inches to eighteen (18) inches are common. We ask you remove this requirement from the specification as it limits the machines available for this project.

    ANSWER: Under Section 02623.2.5.I.1 – While we may agree that skinning of microtunneling machine in the 12-inch to 18-inch range can work in favorable ground conditions, the 6-inch limitation specified under this section is based on the Engineer's interpretation of the anticipated ground condition. This specification condition shall remain applicable.

47. QUESTION: In Specification Section 02900-1.10A it states that the Contractor shall be responsible for a period of 1 year after acceptance of all Work under the Contract, for maintaining all plantings. Please confirm that the 1-year landscape maintenance period applies to both the areas in the streambed as well as the areas in the street right-of-way and that the cost of the 1-year landscape maintenance period is to be included under bid item no. 26.?

    ANSWER: Habitat restoration work is not part of the Yorba Linda Spur Project. The CONTRACTOR will be responsible for establishment and maintenance of restored man-made landscape work under the plant establishment and plant maintenance periods identified in Section CA, paragraph 3, and Section 02900, paragraph 1.10A of the Special Provisions.

48. QUESTION: The pipe schedule shown on DWG. NO. 3 of 82 (G-3) lists a 12-inches DR17 FPVC® option for the Sewer Siphon Pipe and a 16-inches DR21 FPVC® option for the Overflow Siphon Pipe. Would the DISTRICT consider allowing 10-inches DR25 FPVC® as a substitute for the Sewer Siphon Pipe and 14-inches DR25 FPVC® as a substitute for the Overflow Siphon Pipe?

    ANSWER: The design parameters for the siphon pipes design are highly restrictive due to a need to maintain minimum velocity and daily peak through one barrel of siphon pipe as well as a need to handle peak wet weather flow with two barrels of siphon pipes. For the dual barrels, FPVC shall be 12 inche DR-17 as shown in pipe schedule. For the overflow pipe, design allows up to a 1-foot surcharge at the siphon inlet manhole when the overflow pipe is acting as the only siphon (both 10-inch siphons blocked). A 12-inch DR-25 FPVC has the adequate inside diameter for flow capacity required. Contractor is responsible in demonstrating that a DR-25 pipe is capable of withstanding the external soil loads under current design conditions.

49. QUESTION: VOLUME II – Sheet C-10 – What is the thickness of the 5-feet wide crushed aggregate should?

    ANSWER: Crushed aggregate shoulder shall consist of a 12-inche thick layer of compacted crushed aggregate base over a weed barrier fabric.

50. QUESTION: VOLUME II – Sheet C-10 – Is there any fabric or bedding rock under the new rip rap?

    ANSWER: Grouted riprap shall be keyed 5-feet below new grade into native soil. No fabric or bedding is necessary.

51. QUESTION: Where are MH SAR 0570 and MH L103+73.98 shown?

    ANSWER: Refer to VOLUME II – DRAWING SHEET C-15.

52. QUESTION: On the Mechanical drawings M-2 the 6-inches fan discharge pipe looks as though it is going into a pipe on top of the tank and the water line enters that pipe at the top but when you look at M-1, that pipe, the sample pipe and exhaust pipe all are occupying the same space. We believe something is drawn wrong. Could you provide a more detailed drawing of how this connection (fan discharge and waterline) is to be made?

    ANSWER: The 6-inch fan discharge duct, irrigation water pipe, and 12-inch exhaust stack will be packaged with Biofilter Vendor. The 4-inch sample pipe will be provided by CONTRACTOR and tied to the 12-inch exhaust stack (see M-3). They are on different elevations.

END OF BULLETIN No. 1.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS BULLETIN AS PROVIDED FOR IN THE BID PROPOSAL.

APPROVED:

IGNACIO G. OCHOA, P.E.
DIRECTOR/CHIEF ENGINEER
OC ENGINEERING

ATTACHMENTS: Attachments A through E

DISTRIBUTION: All Prospective Bidders (via E-mail and Certified Mail)
Project Stakeholders and Design and Construction Management Team
K. Onuma, Flood Control
L. Natsuhara, Flood Control/Santa Ana River
D. J. Bloom, Clerk of the Board

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Attachment B
Section NC - Notice to Contractors

ORANGE COUNTY, CALIFORNIA

NOTICE TO CONTRACTORS

Sealed proposals from contractors licensed in accordance with Section A, Subsection 16, Proposal Requirements and Conditions will be received on behalf of the Orange County Flood Control District, hereinafter referred to as "DISTRICT," at the Office of the Clerk of the Board of Supervisors, Room 101, Hall of Administration, of the County of Orange, 333 West Santa Ana Boulevard, Santa Ana, California, on or before **Wednesday, the 9th day of March, 2011 at 2:00 p.m.**, at which time they will be publicly opened and read in Room 169, First Floor, Hall of Administration, 333 West Santa Ana Boulevard, Santa Ana, California, for the following project to be administered by the County of Orange, OC Public Works Department, hereinafter referred to as "OCPW."

Other parties involved in construction management and review of submittals for this project include:

Orange County Sanitation District, hereinafter referred to as "OCSD"
Santa Ana Watershed Protection Authority, hereinafter referred to as "SAWPA"
Construction Manager, hereinafter referred to as "CM CONSULTANT"
Design Engineer, hereinafter referred to as "DESIGN CONSULTANT"

CONSTRUCTION OF

Santa Ana River Interceptor (SARI) Relocation
Yorba Linda Spur

From STA 2+00.00 to STA 68+55.51

Hereinafter referred to as "PROJECT."

SCHEDULE OF WORK ITEMS			
Item No.	**Item Description**	**Estimated Quantity**	**Unit of Measure**
1.	Construction Schedule	1	LS
2.	Storm Water Pollution Prevention Plan	1	LS
3.	Dewatering	1	LS
4. (S)	Project Information Sign	3	EA
5.	Partnering	1	LS

SCHEDULE OF WORK ITEMS			
Item No.	**Item Description**	**Estimated Quantity**	**Unit of Measure**
6.	Section D Permit Requirements	1	LS
7.	Mobilization	1	LS
8. (D)	Construction Access at Crystal Drive	1	LS
9.	Temporary Fencing and Site Protection	1	LS
10.	Clearing and Grubbing	1	LS
11.	Tree Removal	2	EA
12.	Temporary Bikeway Detour	1	LS
13.	Bikeway Restoration	1	LS
14.	Abandonment of Connections to SARI	1	LS
15. (S)	Existing Pipe Repair – Cured In Place Pipe (CIPP) between MH SAR0570-0000 to MH at STA L103+73.98	1	LS
16. (S)	Microtunneling Shaft at STA 11+14.00	1	LS
17. (S)	Microtunneling Shaft at STA 19+05.00	1	LS
18.	YLS Pipeline from STA 2+00.00 to STA 3+37.27	1	LS
19.	YLS Pipeline from STA 10+00.00 to STA 10+45.00	1	LS
20. (S)	YLS Pipeline from STA 10+45.00 to STA 19+53.00	1	LS
21.	YLS Pipeline from STA 19+53.00 to STA 19+86.58	1	LS
22.	YLS Pipeline from STA 22+08.04 to STA 54+31.48	1	LS
23.	YLS Pipeline from STA 54+31.48 to STA	1	LS

SCHEDULE OF WORK ITEMS			
Item No.	**Item Description**	**Estimated Quantity**	**Unit of Measure**
	68+55.51		
24.	Curb and Gutter	1	LS
25.	Traffic Control	1	LS
26. (S)	Landscape and Irrigation Restoration	1	LS
27.	Manhole (Cast-in-Place)	1	LS
28. (S)	Manhole (Pre-Cast)	1	LS
29.	Existing Utilities Protection and Relocation	1	LS
30.	Site Work at Control Gate Structure	1	LS
31.	Access Ramps Along La Palma	1	LS
32.	Existing Pipeline Cleaning	1	LS
33.	Final Connections	1	LS
34. (D)	Tunneling Machine Rescue	1	Time and Materials
35. (S)	Odor Control Facility	1	LS
36.	Odor Control Facility Commissioning	1	LS
37.	Extended Warranty - Odor Control Facility	1	LS
38.	Permanent Fencing Removal	1	LS
39.	Permanent Fencing Replacement	1	LS

(A) Additive Bid Item
(D) Deletable Bid Item
(F) Final Quantity Bid Item
(P) Partial Payment Bid Item
(S) Specialty Bid Item

(A) Additive Bid Item – shall be bid items that for bidding purposes are not considered part of the base bid but shall be added or subtracted from the total contract amount (based upon the bidder's proposed bid amounts and the Agency's available funding for the project) prior to award of the project per Section 20103.8 of the Public Contract Code.

(D) Deletable Bid Item – shall be bid items that are considered part of the bidder's base bid but are items of work that may or may not be deleted from the total contract amount awarded as progression of the work proceeds for the project. A deletable bid item should not be confused with a deductive bid item per Section 20103.8 of the Public Contract Code, but deletable bid items will be subject to Section 3-2.2.1, "Contract Unit Prices," of the Standard Specifications for Public Works Construction as Published by Building News, Inc. (STANDARD SPECIFICATIONS) as modified by Section B, of these Special provisions.

(F) Final Quantity Bid Item – are bid items as described in Section C, "Final Pay Quantities," of these Special Provisions.

(P) Partial Payment Bid Item – are bid items as described in Section B, Section 9-3.2, "Partial and Final Payment," of these Special Provisions.

(S) Specialty Bid Item – are bid items that are considered part of the total base bid but are not considered part of the contractor's obligation to perform at least fifty percent (50%) of the work as specified in Section 2-3.2, "Additional Responsibility," of the STANDARD SPECIFICATIONS.

Bid Packages (reduced size Plans, Special Provisions, Geotechnical Data Report, and Geotechnical Baseline Report) are available for examination without charge or may be secured upon payment, including state sales tax, of:

$ 200.00 if picked up in person
$ 200.00 if FedEx number is provided
$ 250.00 if requested by mail

Bid Package(s) requested by mail are sent via U.S.P.S. certified mail, so please include the street address to which these documents may be delivered. All plan holders are instructed to provide an e-mail address where project bid bulletins and notices can be received via e-mail.

CALL: OCPW/Development Processing Center (DPC) Cashier at (714)834-4585

DO NOT CALL PROJECT ENGINEER OR SENIOR CIVIL ENGINEER FOR PURCHASE OF BID PACKAGE OR FOR A COPY OF THE PLAN HOLDER'S LIST. REQUESTS FOR THESE ITEMS FROM THE PROJECT ENGINEER OR SENIOR CIVIL ENGINEER MAY ONLY DELAY RECEIPT OF THESE ITEMS. SEE DETAILS BELOW.

A complete set of full-size construction plans will be available for examination without charge or may be secured upon payment, including sales tax, of the amount shown below:

$225.00 if picked up in person
$275.00 if requested by mail

CAUTION: THE BID PACKAGE (the reduced size Plans, Special Provisions, Geotechnical Data Report, and Geotechnical Baseline Report), NOT JUST THE FULL-SIZE CONSTRUCTION PLANS, MUST BE PURCHASED TO BID THE JOB. IF ALL YOU PURCHASE IS THE FULL-SIZE CONSTRUCTION PLANS, YOU WILL NOT HAVE THE BID PACKAGE AND THE PROPOSAL FORMS THEREIN. CONSTRUCTION PLANS ARE MADE AVAILABLE FOR SEPARATE PURCHASE ONLY AS A CONVENIENCE TO CONTRACTORS/SUBCONSULTANTS.

NOTE: A pre-bid meeting will be held on Thursday, February 3, 2011 at 10:00 a.m. Meet at the Green River Golf Club clubhouse located at 5215 Green River Road, Corona, CA, 92880. Attendance at the pre-bid meeting is highly recommended for all contractors bidding the PROJECT. The pre-bid meeting will allow prospective bidders an opportunity to visit the PROJECT site, discuss the PROJECT and receive clarification of the Bid Package. Questions regarding interpretation of the Bid Package will not be answered at the meeting, but will be addressed thereafter via issuance of a formal written bulletin. Subcontractors, material suppliers and vendors are encouraged to attend.

OCPW (formerly RDMD and PFRD) Standard Plans (current issue) and Supplement(s) thereto are also part of a construction agreement included in the bid package, hereinafter referred to as "AGREEMENT." Copies of the Standard Plans and Supplement(s) thereto are available for examination without charge at the following website link:

http://www.ocroad.com/docs/RoadStandardPlans.pdf

Or, in person at 300 North Flower Street , 1st Floor, DPC Cashier, Santa Ana, or may be secured upon payment with the Bid Package for an additional charge, including state sales tax of:

<u>OCPW Standard Plans with addendum</u>
$13.20 if picked up in person
$13.20 if FedEx number is provided
$23.90 if requested by mail

All checks shall be made payable to:

Orange County Flood Control District
P.O. Box 4048 (mailing address)
300 North Flower, (street address)
Santa Ana, California 92702-4048
(714)834-4585

Orders which are not properly addressed or payable are subject to delay. The DISTRICT shall not accept responsibility for that delay.

There will be no refund for return of Bid Package(s), and return is not required.

Bidders wishing to obtain a **free list of plan holders by e-mail** may e-mail their request (please include the full PROJECT title) to the **OCPW/DPC Cashier** at the following address:

centralfiles@ocpw.ocgov.com

Alternatively, a plan holders list may be received by mail by notifying the OCPW Cashier at the mailing address shown above. Please include the full title of the PROJECT, and include a check payable to Orange County Flood Control District in the amount of fifty five cents ($0.55) to cover copying costs for the list of plan holders. A copy by fax may be received for sixteen cents ($0.16) by calling (714)834-4585. Due to the complexity of DISTRICT projects and the typically large number of bidders encountered on each project, the OCPW Staff will make no attempt to read a list of plan holders to prospective bidders over the telephone. Bidders requesting lists of plan holders are advised that the list will be current as of the date the request is processed and, if requested by mail, the request should be timed as to allow for normal mail service.

Bidders calling the above listed telephone number should be prepared to leave a message on the voice mail system with adequate instruction to inform OCPW staff of their specific needs and the project to which they relate. OCPW staff will return calls as soon as they are able.

The bidder's attention is directed to the provisions in Section A, "Proposal Requirements and Conditions," regarding the requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

Questions on interpretation of the Bid Package prior to the date scheduled for bid opening shall conform to the provisions of Section A, paragraphs No. 4 and 5 and shall be addressed to both Greg Yi, Project Manager at greg.yi@ocpw.ocgov.com, and Ariel Corpuz, Senior Civil Engineer at ariel.corpuz@ocpw.ocgov.com. By mail, please send questions to the attention of Greg Yi at 300 N. Flower Street, Room 716, Santa Ana, CA, 92703-5000. All correspondences must be received by our office at least seven (7) working days prior to bid opening.

Per Section 3300 of the Public Contract Code, the Bidder is hereby notified that he must possess for the duration of the PROJECT a valid **Class A License** issued by of the State of California, Contractors State License Board.

The lowest responsible and responsive bidder that enters into an AGREEMENT with the DISTRICT for award of the PROJECT shall hereinafter be referred to as “CONTRACTOR.” The AGREEMENT for this PROJECT requires that CONTRACTOR pay the general prevailing wage for workers employed on the PROJECT pursuant to Section 1773 of the California Labor Code. For the duration of the PROJECT, certified payroll records as described

in Section 1776 of the Labor Code and/or statements of non-performance for CONTRACTOR and those of subcontractors performing work on the PROJECT shall be delivered to DISTRICT on a weekly basis no later than ten (10) calendar days after the end of each weekly pay period. In addition CONTRACTOR and any subcontractors employed on the PROJECT are required to comply with the provisions regarding the employment of apprentices pursuant to Section 1777.5 of the Labor Code.

For bid results and questions concerning performance bond, payment bond, and insurance forms contact OCPW/OC Inspection Section at (7l4) 567-7800. Bid results may also be obtained through the Orange County World Wide Web site at:

http://www.ocpublicworks.com/construction/bids.aspx

one day after opening of bids. Questions concerning purchase of the Bid Package and obtaining a copy of the plan holder's list should be addressed to the County of Orange, OCPW/DPC Staff at (714)834-4585.

By order of the Board of Supervisors of the County of Orange, California, governing board of the Orange County Flood Control District.

Date: _____

_____

Darlene J. Bloom
Clerk of the Board of Supervisors
of Orange County, California

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Attachment C
Section P – Proposal
(Perforated and Non-Perforated)

PROPOSAL

FOR

Santa Ana River Interceptor (SARI) Relocation
Yorba Linda Spur

Name of Bidder_____

Business Address_____ Phone No._____

City/State_____ Zip Code_____

TO THE BOARD OF SUPERVISORS OF the Orange County Flood Control District hereinafter referred to as, "DISTRICT."

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has carefully examined the location of the proposed work, the proposed form of CONSTRUCTION AGREEMENT, including all documents made a part thereof, and the plans herein referred to; and the bidder proposes and agrees if this proposal is accepted, that the bidder will enter into a contract with the DISTRICT, in the form set forth in said CONSTRUCTION AGREEMENT, to provide all the necessary labor, machinery, tools, apparatus and other means for construction, and to do all the work and furnish all the materials specified in the CONSTRUCTION AGREEMENT, in the manner and time therein prescribed, and according to the requirements of the ENGINEER as therein set forth, and that the bidder will accept in full payment therefor the following unit prices, to wit:

SCHEDULE OF WORK ITEMS

CONTRACTOR shall place lump sum prices in the "Item Price" column and the "Total" column.

SCHEDULE OF WORK ITEMS					
Item No.	**Estimated Quantity**	**Unit of Measure**	**Item Description**	**Item Price (in figures)**	**TOTAL (in figures)**
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2.	1	LS	Storm Water Pollution Prevention Plan		
3.	1	LS	Dewatering		
4. (S)	3	EA	Project Information Sign		

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33.	1	LS	Final Connections		
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			TOTALS:		

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(D) Deletable Bid Item
(F) Final Quantity Bid Item
(P) Partial Payment Bid Item
(S) Specialty Bid Item

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(F) Final Quantity Bid Item – are bid items as described in Section C, "Final Pay Quantities," of these Special Provisions.

(P) Partial Payment Bid Item – are bid items as described in Section B, Section 9-3.2, "Partial and Final Payment," of these Special Provisions.

(S) Specialty Bid Item – are bid items that are considered part of the total base bid but are not considered part of the contractor's obligation to perform at least fifty percent (50%) of the work as specified in Section 2-3.2, "Additional Responsibility," of the STANDARD SPECIFICATIONS.

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It is understood that the approximate quantities shown in the foregoing schedule are solely for the purpose of facilitating the comparison of bids, and that the CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown herein.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item, unless otherwise indicated elsewhere in the AGREEMENT documents or specifications (e.g., items stated as “final Payment” or “lump sum”).

In the case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, un-intelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

l. For lump sum items, the amount set forth in the "Total" column shall be the item price.

2. For unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of discrepancy between the correct sum of the individual items and the total written, the correct sum shall prevail.

The cost of all work shown in the Plans and Special Provisions shall be included in related bid items. There shall be no compensation except for the bid items specified in the Proposal, and no additional compensation shall become due the CONTRACTOR by nature of compliance with the Plans and Special Provisions.

CONTRACTOR shall identify below the pipe material and manufacturer selected for the gravity pipeline as well as the siphon pipeline for PROJECT.

	Select One	
	VCP (Identify Manufacturer)	PVC (Identify Manufacturer)
15” Gravity Main		

	Select One	
	HDPE (Identify Manufacturer)	Fused PVC (Identify Manufacturer)
12” and 16” Siphon		

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The names of all persons interested in the foregoing proposal as principals are as follows:

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

_____

_____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the DISTRICT prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Accompanying this proposal is _____

NOTE: Insert the words "Cash ($_____)," "Cashier's Check," "Certified Check" or "Bidder's Bond," as the case may be, in amount equal to at least ten percent of the total of the bid.

The CONTRACTOR shall be licensed in accordance with the act providing for the registration of CONTRACTOR.

License number: _____

License classification: _____

License Expiration Date: _____

Any bid not containing the above license information, or a bid which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

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In all contracts where federal funds are involved, no bid submittal shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the DISTRICT that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The CONTRACTOR bidding shall hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work that exceeds one-half of one percent of the prime contractor's total bid, or in the case of bids for the construction of streets or highways, including bridges, in excess of the above stated limits, and will state the firm name and principal location of the mill, shop or office of each. If the CONTRACTOR bidding fails to specify a subcontractor for work performed under the contract in excess of one-half of one percent of the prime contractor's total bid, or $10,000.00, whichever is greater, he agrees that he is fully qualified to perform that portion himself, and he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION OF MILL, SHOP OR OFFICE

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By notarized signature, bidder also acknowledges receipt of:

Addenda Nos.	_____	Bulletin Nos.	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

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

Subscribed at: _____,_____,_____ on _____, 20__.
(City) (County) (State) (Date)

_____
(Signature of Contractor)

NOTARY TO AFFIX SEAL AND CERTIFICATE OF ACKNOWLEDGMENT

_____
(Address – City, State, Zip Code)

_____
(Telephone)

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NONCOLLUSION AFFIDAVIT

The party making the foregoing bid affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or of that of any other bidder, or to fix any overhead, profit or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

By notarized signature, bidder acknowledges compliance of the "NONCOLLUSION AFFIDAVIT" of this Proposal.

_____	_____	_____
(Print Name of Contractor)	(Signature of Contractor)	(Date)

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on

This _____ day of _____, 20_____,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

(seal) _____
(Signature of Notary Public)

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_____

_____

_____

_____

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Addenda Nos.	_____	Bulletin Nos.	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

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

Subscribed at: _____,_____,_____ on _____, 20__.
(City) (County) (State) (Date)

_____
(Signature of Contractor)

NOTARY TO AFFIX SEAL AND CERTIFICATE OF ACKNOWLEDGMENT

_____
(Address – City, State, Zip Code)

_____
(Telephone)

ALL PAGES OF THIS PROPOSAL MUST BE SUBMITTED AND THE LAST PAGE OF THIS PROPOSAL MUST BE SIGNED BY THE CONTRACTOR AND NOTARIAL ACKNOWLEDGEMENT ATTACHED OR BID MAY BE DISCARDED

NONCOLLUSION AFFIDAVIT

The party making the foregoing bid affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or of that of any other bidder, or to fix any overhead, profit or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

By notarized signature, bidder acknowledges compliance of the "NONCOLLUSION AFFIDAVIT" of this Proposal.

_____	_____	_____
(Print Name of Contractor)	(Signature of Contractor)	(Date)

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on

This _____ day of _____, 20_____,

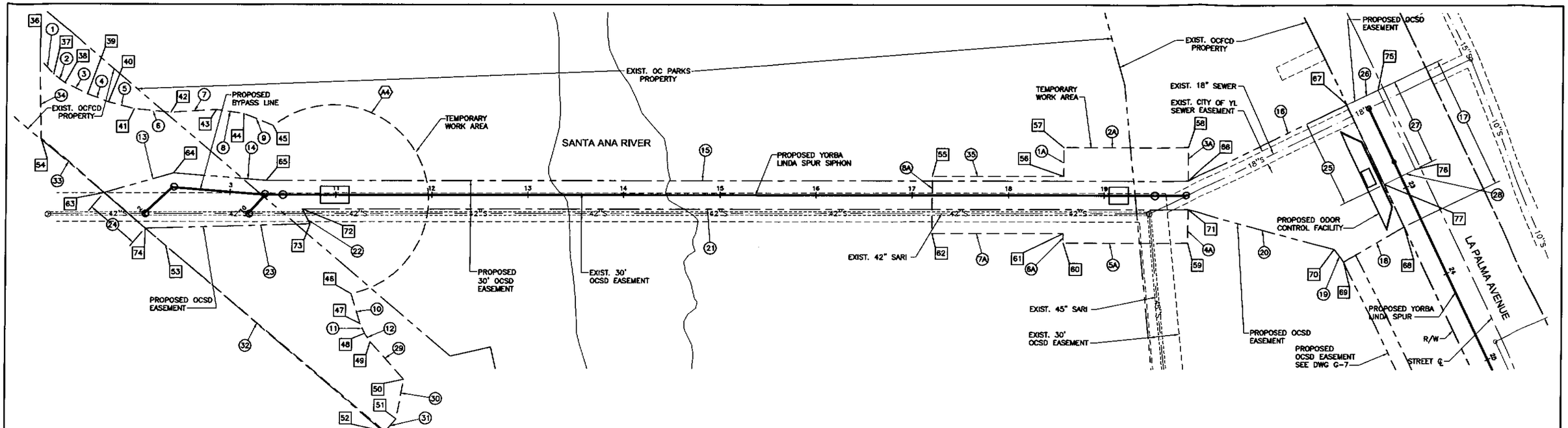
by _____,

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

(seal) _____
(Signature of Notary Public)

ALL PAGES OF THIS PROPOSAL MUST BE SUBMITTED AND THE LAST PAGE OF THIS PROPOSAL MUST BE SIGNED BY THE CONTRACTOR AND NOTARIAL ACKNOWLEDGEMENT ATTACHED OR BID MAY BE DISCARDED

Attachment D
Drawing Sheet G-5



HORIZONTAL CONTROL COORDINATES

SANTA ANA RIVER INTERCEPTOR – YORBA LINDA SPUR

TEMPORARY WORK AREA		
NO.	NORTHING	EASTING
36	2265788.53	6110734.14
37	2265772.90	6110748.34
38	2265764.17	6110760.21
39	2265753.05	6110784.05
40	2265745.24	6110806.30
41	2265738.61	6110833.57
42	2265735.98	6110871.60
43	2265739.96	6110918.34
44	2265736.48	6110947.54
45	2265724.61	6110978.28
46	2265550.37	6111064.55
47	2265519.15	6111075.08
48	2265509.01	6111080.02
49	2265500.61	6111086.12
50	2265462.08	6111122.07
51	2265420.36	6111115.50
52	2265406.70	6111104.55
53	2265596.14	6110870.47
54	2265705.74	6110737.56
55	2265687.79	6111665.65
56	2265690.92	6111803.11
57	2265720.91	6111802.43
58	2265723.83	6111930.78
59	2265623.86	6111933.05

TEMPORARY WORK AREA		
60	2265620.94	6111804.70
61	2265630.94	6111804.47
62	2265627.81	6111667.01

OCSD PROPOSED PERMANENT EASEMENT		
NO.	NORTHING	EASTING
63	2265649.97	6110804.44
64	2265672.39	6110876.29
65	2265667.03	6110972.83
66	2265688.84	6111931.57
67	2265772.67	6112096.86
68	2265646.45	6112161.17
69	2265607.92	6112098.26
70	2265621.07	6112088.05
71	2265658.85	6111932.26
72	2265637.90	6111011.14
73	2265622.31	6111019.55
74	2265613.94	6110848.63

OCSD PROPOSED PERMANENT EASEMENT IN LA PALMA AVE		
NO.	NORTHING	EASTING
75	2265789.25	6112129.38
76	2265707.08	6112171.26
77	2265890.51	6112138.73

BEARING AND DISTANCE

SANTA ANA RIVER INTERCEPTOR – YORBA LINDA SPUR

TEMPORARY WORK AREA				
NO.	FROM	TO	BEARING	DISTANCE
1	36	37	N 42°14'57" W	21.12'
2	37	38	N 53°41'26" W	14.74'
3	38	39	N 64°59'23" W	26.30'
4	39	40	N 70°38'28" W	23.58'
5	40	41	N 76°20'18" W	28.06'
6	41	42	N 86°2'28" W	38.12'
7	42	43	N 85°8'6" E	46.91'
8	43	44	N 83°13'12" W	29.40'
9	44	45	N 68°52'54" W	32.96'
10	46	47	N 18°38'10" W	32.95'
11	47	48	N 25°58'55" W	11.28'
12	48	49	N 35°59'33" W	10.38'
29	49	50	N 43°0'54" W	52.70'
30	50	51	N 8°57'9" E	42.23'
31	51	52	N 38°44'0" E	17.51'
32	52	53	N 51°1'3" W	301.13'
33	53	54	N 50°29'19" W	172.28'
34	54	36	N 2°21'43" W	82.86'
35	55	56	N 88°41'49" E	137.50'
1A	56	57	N 1°18'11" W	30.00'
2A	57	58	N 88°41'49" E	128.39'
3A	58	66	N 1°18'11" W	35.00'
4A	71	59	N 1°18'11" W	35.00'
5A	59	60	N 88°41'49" E	128.39'

TEMPORARY WORK AREA				
6A	60	61	N 1°18'11" W	10.00'
7A	61	62	N 88°41'49" E	137.50'
8A	62	55	N 1°18'0" W	60.00'

OCSD PROPOSED PERMANENT EASEMENT				
NO.	FROM	TO	BEARING	DISTANCE
13	63	64	N 72°40'28" E	75.26'
14	64	65	S 86°49'36" E	96.68'
15	65	66	N 88°41'49" E	958.99'
16	66	67	N 63°06'18" E	185.33'
17	67	68	S 27°00'15" E	141.66'
18	68	69	S 58°30'36" W	73.78'
19	69	70	N 37°50'49" W	16.65'
20	70	71	N 76°22'4" W	160.31'
21	71	72	S 88°41'49" W	921.35'
22	72	73	S 28°20'28" E	17.71'
23	73	74	S 87°11'45" W	171.12'
24	74	63	N 50°48'26" W	57.02'

OCSD PROPOSED PERMANENT EASEMENT IN LA PALMA AVE				
NO.	FROM	TO	BEARING	DISTANCE
25	67	77	S 27°00'15" E	92.22'
26	67	75	N 62°59'45" E	36.50'
27	75	76	S 27°00'15" E	92.22'
28	76	77	S 62°59'45" W	36.50'

CURVE DATA

SANTA ANA RIVER INTERCEPTOR – YORBA LINDA SPUR

TEMPORARY WORK AREA							CENTERPOINT COORDINATE	
NO.	FROM	TO	RADIUS	DELTA	LENGTH	TANGENT	NORTHING	EASTING
A4	45	46	100.00'	207°06'12"	361.46'	–414.88'	2265647.88	6111042.42

NOTE:

1. EXISTING OCSD EASEMENT NOT NECESSARY FOR PROJECT TO BE QUITCLAIMED.

0 50 100

REV	DESCRIPTION	ENGR	DATE	APPD	DATE

SCALE AS SHOWN
DATE DECEMBER 2010
FILENAME SSTL05
DESIGNED BY MBJ
DRAWN BY LEG
CHECKED BY LCW

REGISTERED PROFESSIONAL ENGINEER LEONARD STEVENS BOTTS No. C50082 Exp. 12-31-11 CIVIL STATE OF CALIFORNIA 12/22/2010

TETRA TECH, INC.
17885 Von Karman Ave, Suite 500
Irvine, California 92614
(949) 809-5000
(949) 809-5010 FAX

ORANGE COUNTY SANITATION DISTRICT

ADMINISTERED BY:
OC PUBLIC WORKS

SARI RELOCATION – YORBA LINDA SPUR

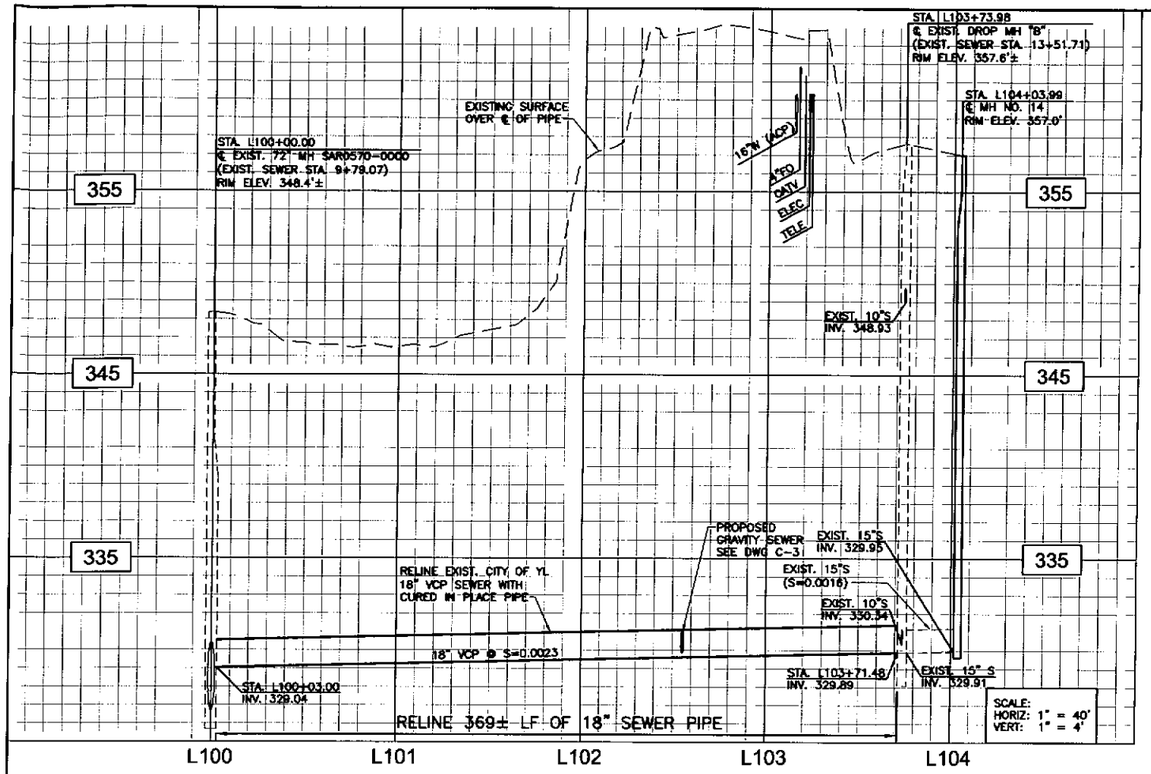
PROPOSED EASEMENTS
AND TEMPORARY WORK AREA
HORIZONTAL CONTROL PLAN

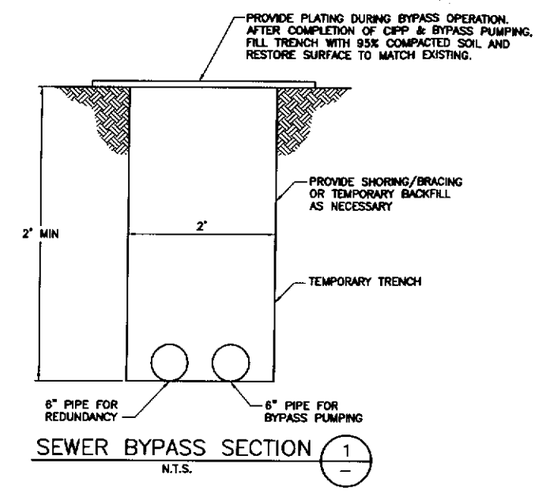
CONTRACT NO. 2-41
DWG NO. ED1-101-32
G-5
PROJECT NO. 09679-09001
DWG. NO. 5 OF 82

REFERENCE FILES: ytoo.dwg zlbg.dwg zr-931_rw_easements.dwg tnt.dwg

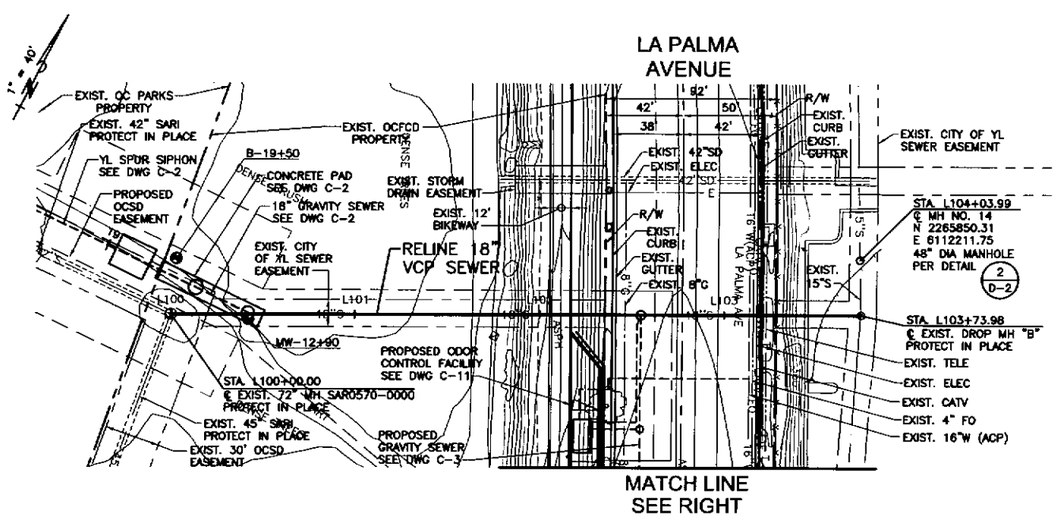
P:\09679\34-09679-09001\Cadd\YorbaLinda\SSTL05.dwg 02/23/2011 15:43

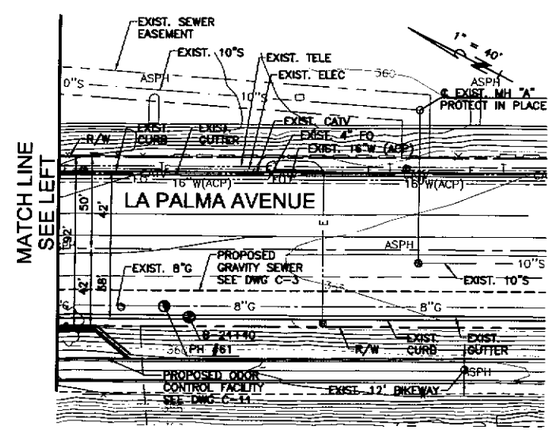
Attachment E
Drawing Sheet C-15





SEWER BYPASS SECTION (1/–)
N.T.S.





NOTES:

1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL CONNECTION POINTS AND UTILITY CROSSINGS PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. SEE DWG G-3 FOR ALL POTHOLE DATA AND UTILITY QUALITY LEVEL DESIGNATIONS.
3. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING UTILITIES.
4. CONTRACTOR SHALL DESIGN AND CONSTRUCT SEWER BYPASS FROM EXIST. MANHOLE "A" TO PROPOSED MH NO. 14, AND THEN FROM PROPOSED MH NO. 14 TO EXIST. MANHOLE SAR0570-0000. SEE DETAIL 1 FOR SEWER BYPASS SECTION.

0 40 80

REV	DESCRIPTION	ENGR	DATE	APPD	DATE

REFERENCE FILES: 2100.dwg 2110.dwg 2120.dwg 2130.dwg 2140.dwg 2150.dwg 2160.dwg 2170.dwg 2180.dwg 2190.dwg 2200.dwg 2210.dwg 2220.dwg 2230.dwg 2240.dwg 2250.dwg 2260.dwg 2270.dwg 2280.dwg 2290.dwg 2300.dwg 2310.dwg 2320.dwg 2330.dwg 2340.dwg 2350.dwg 2360.dwg 2370.dwg 2380.dwg 2390.dwg 2400.dwg 2410.dwg 2420.dwg 2430.dwg 2440.dwg 2450.dwg 2460.dwg 2470.dwg 2480.dwg 2490.dwg