

Addendum

Client	California Trout
Project Name	Fish Passage Construction at Metrolink Railway Barrier on Trabuco Creek
Subject	Addendum #1
Date	August 18, 2026

This addendum modifies the bidding document(s) for work only to the extent indicated herein. All other areas not specifically mentioned or affected by this addendum shall remain in full effect. This addendum shall be added as a part of the original RFP bid documents.

Added Information/Documents

1. Mandatory "Pre-Bid Meeting Sign-in Sheet 081326" is enclosed.
2. Presentation from pre-bid meeting "Trabuco Metrolink_Pre-Bid Meeting_Final 081326" is enclosed.
3. As-builts provided by the Metrolink "Railroad Asbuilts" will be provided directly to eligible bidders.
4. CAD files "20260814_METRO TRABUCO CAD" will be provided directly to eligible bidders once two documents are returned: 1) a signed release form "CAD Release Form" and 2) the "4-Data Use Agreement_CAD Files_Metrolink Fish Passage GC RFP" that have been enclosed.
5. Revised Contractor Qualifications Statements "Attachment 3 Contractor Qualification Statements Rev1" is enclosed.
6. Revised RFP Project Approach page "RFP General Contractor_Trabuco Creek Metrolink Fish Passage Construction_FINAL_A01" is enclosed.

Questions and Answers

1. Question: Can the department provide Electronic Design Files for the plans? This will help to quantify the project.

Response: CAD files will be provided directly to eligible bidders upon returning the enclosed files "CAD Release Form" and "4-Data Use Agreement_CAD Files_Metrolink Fish Passage GC RFP" to nyancheff@caltrout.org

2. Question: Can the department provide As-builts of the existing Railroad Bridge Abutments and Foundations?

Response: The documents provided by Metrolink/SCRRRA (railroad) will be provided directly to eligible bidders.

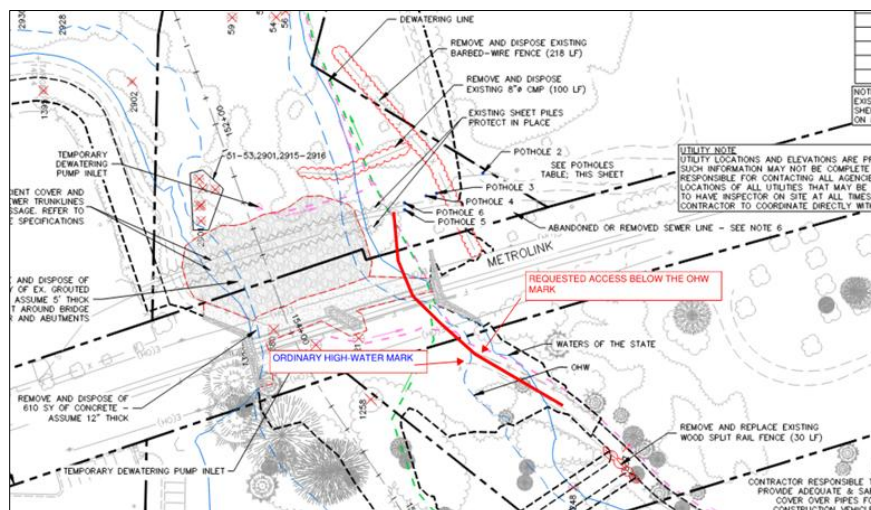
3. Question: Qualification Statements sheet states “contractor will be disqualified if the answer to any questions 1 through 6 is “no””. Question 4 is “Has your contractor’s license been revoked at any time in the last 5 years?” Our answer would be “No”. Please clarify and revise the sheet if necessary.

Response: A revised Contractor Qualifications Statements document has been enclosed clarifying that an answer of “YES” (not “NO”) to questions #4-#6 would be deemed as disqualification.

4. Question: Attachment 4 requests the Social Security numbers of certain corporate officers and owners. Due to concerns regarding the electronic transmission and protection of personally identifiable information, Bidder is unable to include full Social Security numbers in the proposal submission. Please confirm whether bidders may enter “Not provided – Confidential PII.” Please also confirm that omission of full Social Security numbers will not render the proposal non-responsive.

Response: Social Security numbers will not be required at the time of bid submission. Social Security numbers may be requested prior to contract execution. Failure to provide Social Security numbers with the bid submission will not render the proposal non-responsive.

5. Question: Plan Sheet G-0-04 shows the OHW as a blue dashed line. When this line crosses under the Metro Link bridge it touches the north Abutment. This under crossing is the primary access to lower portion of the project. It is a commonly used trail access and is already cleared. Can the contractor count on using this access to get to the area that is above the OHW mark on the other side of the bridge before June 1st in-stream work window? To access this area before June 1st will require the contractor to be below the OHW mark.





Response: At this time, it is not allowable to disturb any area below the ordinary high-water mark until the in-stream work window, starting on June 1st. Additionally, any access through this area will require concurrence of the Metrolink/Railroad with a right-of-entry permit that is to be obtained by the Contractor.

6. Question: Is the use of 11x17's allowed in the proposal for the project approach and other sections? If so, will they count as 1 or 2 pages.

Response: 11x17 is an acceptable page size but will count as two pages.

7. Question: We request increasing the Approach page limit to 13 pages to allow sufficient space for graphics illustrating the contractor's approach to the work.

Response: This is acceptable. The page limit for the Project Approach section will be increased to 13 pages, noting that 11x17 pages count as two pages. A revised RFP page has been enclosed that modifies the language accordingly.

The closing date and time (9/4/2026 @ 5:00pm PST) remains unchanged.

This addendum constitutes a material change to the bid documents. **ITS RECEIPT SHALL BE ACKNOWLEDGED BY A SIGNATURE AND COPY OF THE ADDENDUM PROVIDED IN THE BIDDERS RESPONSE TO THIS RFP. FAILURE TO ACKNOWLEDGE ADDENDUM MAY RESULT IN REJECTION OF BIDDERS PROPOSAL.**

The undersigned hereby acknowledges receipt of this Addendum and agrees to be bound by the conditions therein.

Company Name: _____

Name/Title: _____

Signature: _____

Date _____

End of Addendum

1.Mandatory “Pre-Bid Meeting Sign-in Sheet 081326”

Sign In

Client	California Trout
Project Name	Fish Passage Construction at Metrolink Railway Barrier on Trabuco Creek
Meeting Subject	General Contractor Pre-Bid Meeting
Date	August 13, 2026, at 10:00 am PST

No.	Name / Title	Organization	Phone	Email
1	Tim Howells Supt.	Kiewit	858-208 6753	Tim.Howells @Kiewit.com
2	MAURICIO ANDRANE PM	Kiewit	858- 733-1187	mauricio.andrane @Kiewit.com
3	Jerry Lynch EST	Granite	408 595 2348	Jerry.Lynch@gcinc.com
4	Jessica Barron PM	Granite	760-691-9637	Jessica.Barron@gcinc.com
5	SAL ZUNIGA Super	GRANITE	760-851-3890	
6	Zach Kutje PM	Granite	760 420 9173	
7	Julian PRIZ EST	Shimmick	310 404 6334	Julian.Priz@shimmick.com
8	ERIC PAREDES	FLATIRON DRAGAGES	408-770- 0411	EPAREDES@FIDCORP.com
9	JOHN DUBAZ	KIEWIT	907-518-1847	JOHN.DUBAZ@KIEWIT.COM
10	MATHEW LORENZEN	GRANITE	310 415 7784	matthew.lorenzen @gcinc.com
11	TUCER Robb CM	McMillen	208 941 3021	tucer@mcmillen.com
12	Nate Yanchoff PM	CalTrout	764-777-4680	nyanchoff@caltrout.org

No.	Name / Title	Organization	Phone	Email
13	Russell Markow	Cal Trout		
14	Gwynn Perry	NHC		
15	Sandra Jackson	Cal Trout		
16	Jun Wang	McMillon		
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2.Presentation from pre-bid meeting “Trabuco Metrolink_Pre-Bid Meeting_Final 081326”

Trabuco Creek Metrolink Fish Passage Project

General Contractor Pre-Bid Meeting
August 13, 2026



We acknowledge the relationship that existed among the land, nature, and its original peoples. We respect the unceded territory and homelands of the Acjachemen Tribe who historically inhabited the Trabuco Creek Watershed. As climate change increasingly threatens the watershed, its people, and its cultural identity, we aspire to learn from Traditional Ecological Knowledge to create a greater connection with our natural environment and preserve the health of our planet.

Agenda

- Introductions / Sign-in (Project Team / Stakeholders)
- Safety Moment
- Project Background / Information
- Design Overview
- Project Challenges
- Environmental Permitting Details
- RFP Details & Important Dates
- Site Visit Q&A

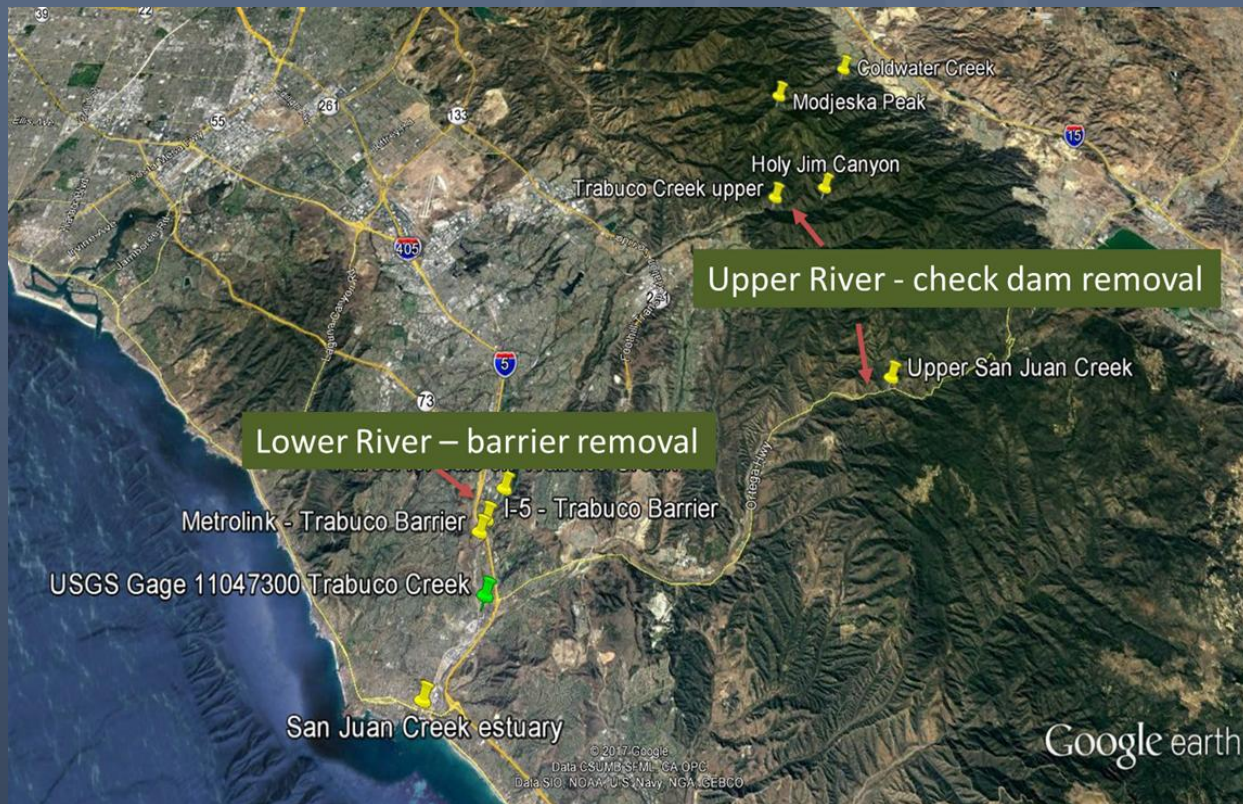
Project Team

- Project Owner: CalTrout
 - Sandi Jacobson, South Coast Director
 - Nate Yancheff, Project Manager
- Design Team: Northwest Hydraulic Consultants (NHC) – *Civil & Hydraulic Design*, Mike Love & Associates – *Hydraulic Support*, and GFT – *Structural Design*
 - Darren Hinton, Principal, NHC
 - Gwyn Perry, Senior Engineer, NHC
- CM & Regulatory Support: McMillen
 - Tucker Robb, Construction Manager
 - Jun Wang, Project Manager
- Consultant: Mark Bransom
- Permitting Specialist Team: TBD

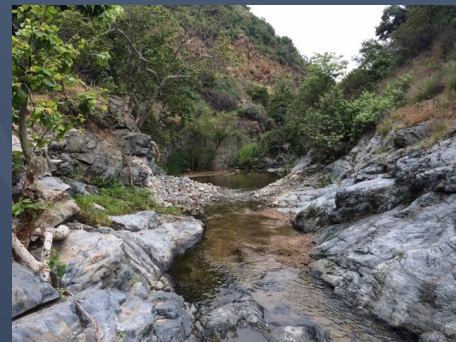
Project Stakeholders

- City of San Juan Capistrano
- County of Orange
- MNWD
- SCRRA (Metrolink)
- OCTA
- CDFW
- USFWS
- SDRWQCB
- NOAA & NMFS
- USACE
- Payómkawichum Kaámalam
- JBMIAN
- Highpointe
- Private Landowners

Project Background: Coast to Headwaters Restoration and Access



USFS Removal >80 check dams in
Upper Trabuco



I-5 & Metrolink Trabuco Creek Barriers to endangered Southern Steelhead Migration



Santa Ynez Watershed, March 2024



Upper Trabuco Creek, July 2025

- **CESA Listing Protection: April 2024 (led by CalTrout)**
- **Federal ESA Listing: NMFS (1997)**

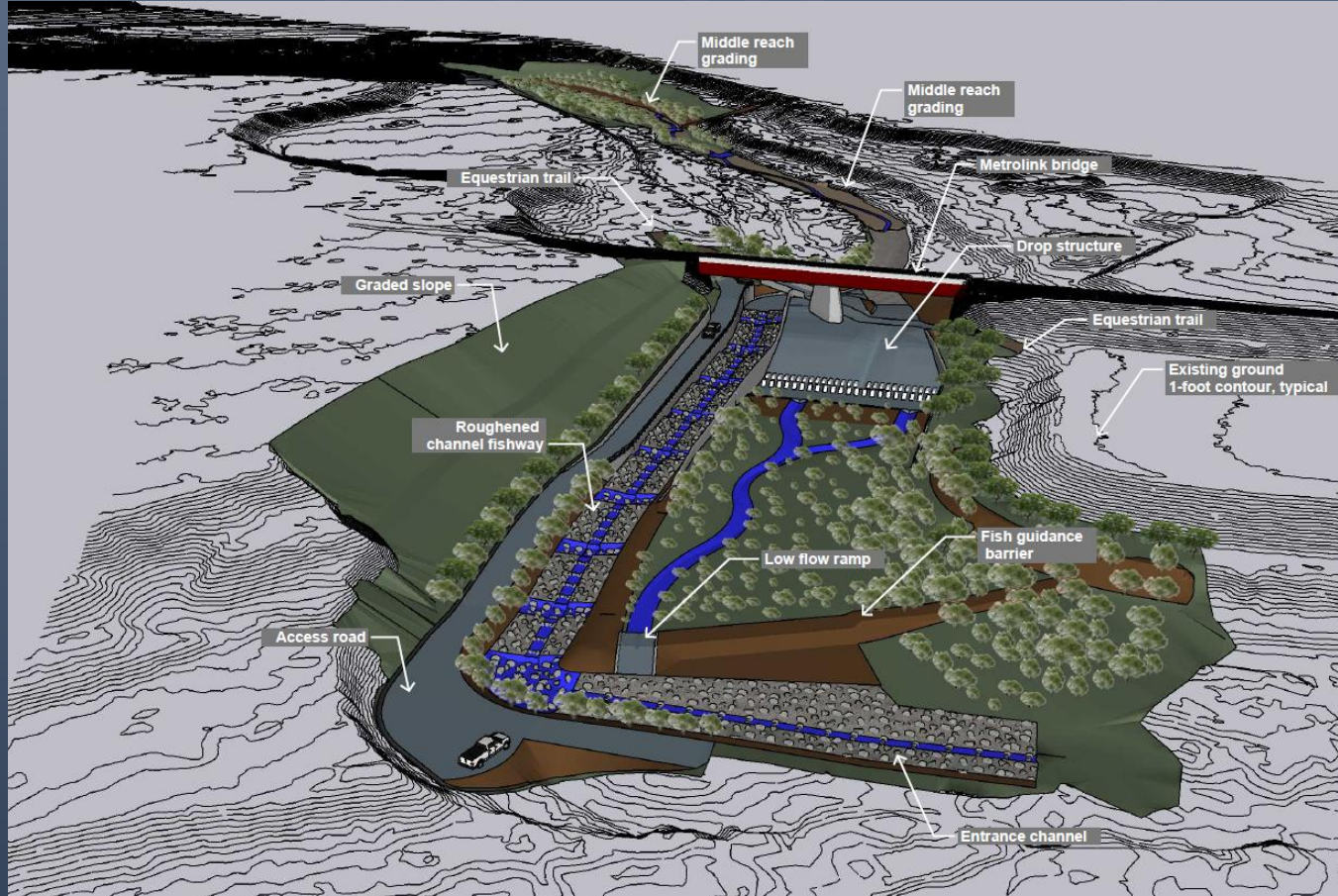
Metrolink Fish Passage – Project Benefits



SCRR/Metrolink Orange Subdivision Bridge – Milepost 195.81
Proposed Federal DOT No: 997302A
CPUC Crossing No: 1010R-195.81-BD

- ✓ Remove barriers to fish passage
- ✓ Improved flood security
- ✓ Improved erosion control
- ✓ Enhanced public access and safety – CPUC approval
- ✓ Removal of invasive species
- ✓ Restoration of native plants
- ✓ Infusion of funds to local economy
- ✓ Employment of local workers

Metrolink Fish Passage – Design Overview



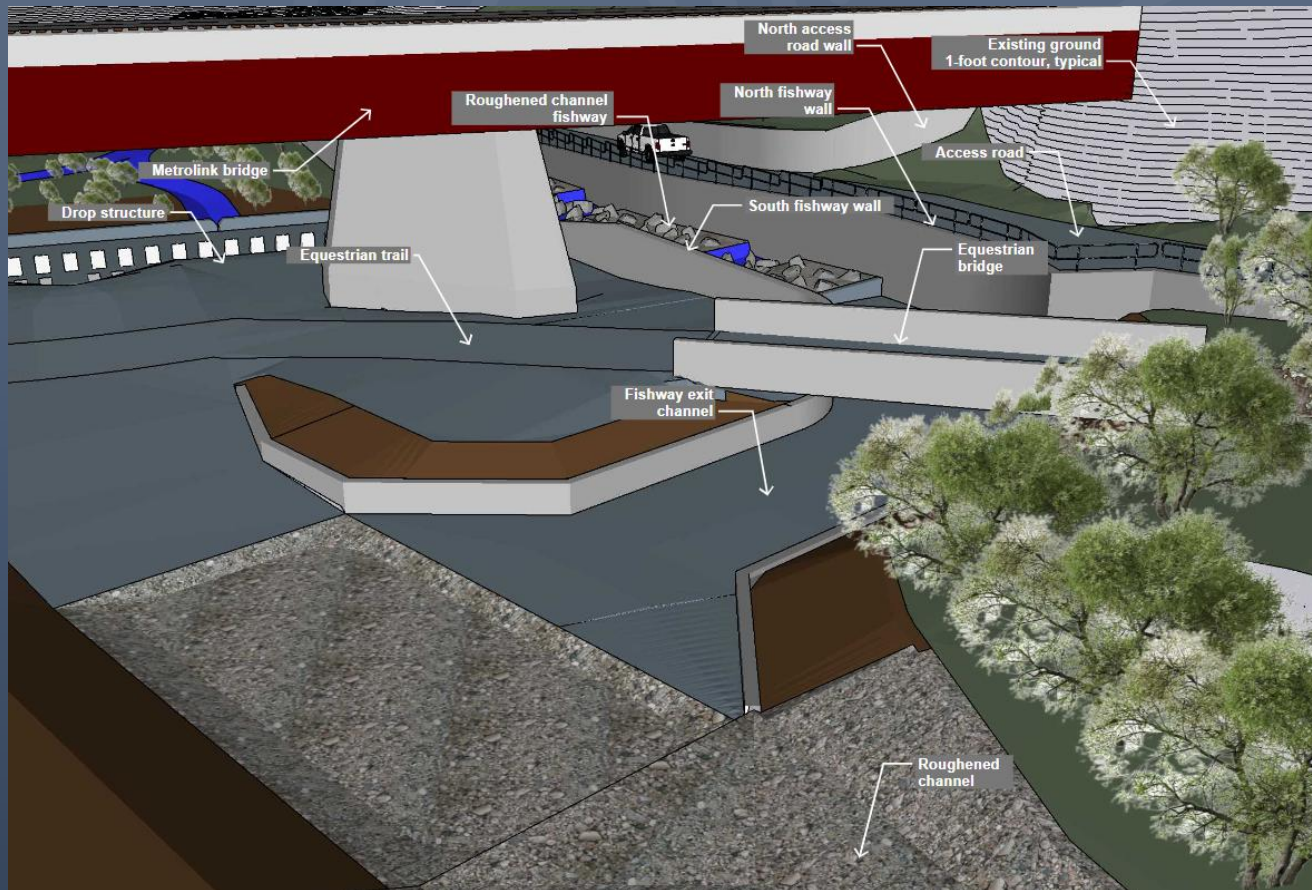
3D RENDERING FOR REFERENCE ONLY

Metrolink Fish Passage Design



3D RENDERING FOR REFERENCE ONLY

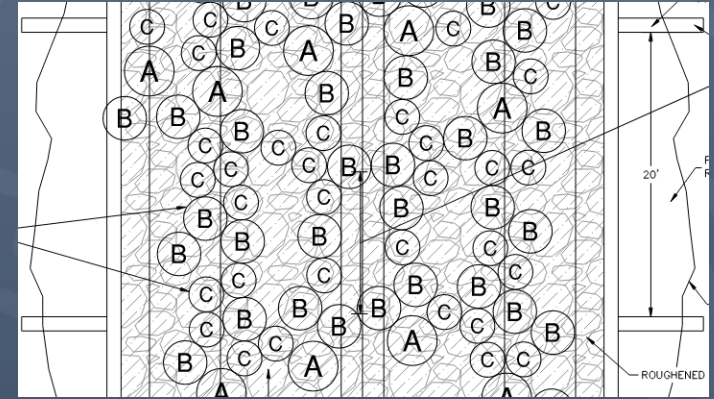
Metrolink Fish Passage Design



3D RENDERING FOR REFERENCE ONLY

Critical Design & Technical Elements and Considerations

- Boulder size and placement
- Salvaged Log Jam construction
- Soil nail wall construction
 - Geotech report
 - Existing 30" sewer lines
 - SCRRA ROW Corridor
- Structural Concrete
- Multi-Use Trail Bridge
- Fishway Acceptance – Monitoring & Observations



Project Challenges

- Site Access & Sequencing
- Control of Water
- Protection of existing infrastructure
 - Shoring & Excavations
- Stakeholder Involvement & Oversight
- Environmental, Cultural & Seasonal Constraints and Coordination



Environmental Permitting Overview

- NOAA = Lead Federal Agency
- USACE Nationwide Permit (NWP) 60 –
Newly added NWP for Activities to Improve Passage of Fish
and Other Aquatic Organisms
- San Diego Regional Water Quality Control Board –
401 Water Quality Cert – Statewide Restoration
General Order (SRGO)
 - SDRWQCB = CEQA Lead Agency
- NMFS ESA Section 7(S7) Consultation
- CDFW Restoration Management Plan (RMP)
- USFWS

RFP Details & Key Dates

- RFP Contents
- Proposal Requirements
- Evals & Selection Process

Event	Date
Responses to Site Visit Q&A	8/18
RFP Questions Due <i>*Q&A Posted to website & emailed to attendees from sign-in email</i>	8/21 (10 working days prior to Proposal Due Date) by 5:00 pm PST
Final Addendum(s) Posted	8/28
Proposal Due Date	9/4 by 5:00 pm PST
Substantial Construction Completion Date	11/30/2028

Addendums and responses to bidder questions posted to CalTrout website:
<https://caltrout.org/projects/trabuco-creek-fish-passage-project/>

Site Visit Q&A

Returning Southern Steelhead to Trabuco Creek



Putuidem Village – Northwest Open Space, City of San Juan Capistrano

Thank you!

Nate Yancheff (Project Manager, CalTrout)

Email: nyancheff@caltrout.org

Tucker Robb (Construction Manager, McMillen)

Email: tucker@mcmillen.com

3.As-builts provided by the Metrolink “Railroad Asbuilts” will be provided directly to eligible bidders.

4. CAD files "20260814_METRO TRABUCO CAD" will be provided to eligible bidders once two documents are returned: 1) a signed release form "CAD Release Form" and 2) the "4-Data Use Agreement_CAD Files_Metrolink Fish Passage GC RFP"



Conditions of Release: Drawing Files

Project Name: Fish Passage Construction at Metrolink Railway Barrier on Trabuco Creek

Project Files: Appendix B Fish Passage Design for the Metrolink Barrier In Trabuco Creek
PLANS

Date of Issue: 8/18/2026

Notes to the Recipient: Upon receipt of this form, please complete and return to CalTrout, Attn: Nate Yancheff, nyancheff@caltrout.org. Upon receipt of the completed form, the electronic drawing files will be provided for your use.

Your acceptance of the electronically transmitted drawings acknowledges the following:

- Any information in the electronic drawing files is for informational purposes only and cannot be used as a basis for Claim or as otherwise considered to be information the Bidder relied upon to render its bid. Bidder's are responsible for development of its own takeoffs and/or information obtained during the mandatory site walk.
- The electronic drawing files shall be considered **CONFIDENTIAL** and for official use only. Files shall not be made available to any other agencies, companies, or individuals without the written approval of California Trout. Failure of the undersigned to adhere to this allows California Trout full rights to seek any remedy allowable by Law.
- The recipient agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless California Trout, Northwest Hydraulic Consultants, and other relevant sub-consultants from and against all claims, liabilities, losses, damages, and cost, including but not limited to, attorney's fees arising out of, or in any way connected with, the modification, misinterpretation, use, misuses, or reuse by others of the electronic drawing files and data contained therein. This indemnification applies without limitation to any use of the project documentation on other projects, for additions to this project, or for completion of this project by others.

Release of the electronic drawing files is contingent upon agreement to the above conditions.

By signing this form, you agree with the above conditions.

Accepted by:

X

Date:

Name and Title:

Representing Recipient:

File Types: .DWG, .TXT, & xRef files

Transmitted Via: Download Link

CALIFORNIA TROUT NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is executed as of the last date signed below ("Effective Date"), by **Contractor**, as defined by "Legal Entity Name" herein, and **California Trout, Inc.**, a Californian non-profit organization with its principal place of business at 435 Pacific Ave., Suite 200, San Francisco, California 94133, (hereinafter called "CalTrout"), collectively known as the "Parties."

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information and Data, as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information") to protect the interests of CalTrout and other project partners who may be adversely affected by the disclosure of such confidential information.

- 1. Confidential Information.** For the purposes of this Agreement, "Confidential Information" shall include information, material, or data provided to Contractor by CalTrout for the purpose of Contractor's compilation and submittal of the bid proposal in response to CalTrout's Request for Proposals – Construction of Fish Passage Structure at Metrolink Railway Barrier on Trabuco Creek ("Project") including, but not limited to, electronic design and drawing files.
- 2. Exceptions to Confidential Information.** Contractor's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Contractor; (b) discovered or created by Contractor before disclosure by CalTrout; (c) learned by the Contractor through legitimate means other than from CalTrout or CalTrout's representatives; or (d) is disclosed by Contractor with CalTrout's prior written approval.
- 3. Obligations of Contractor.** Contractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of CalTrout. As such, Contractor shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required to compile and submit Contractor's bid proposal and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Contractor shall not, without the prior written approval of CalTrout, use for Contractor's benefit, publish, copy, or otherwise disclose to others for their benefit or to the detriment of CalTrout, any Confidential Information. Furthermore, Contractor may only use Confidential Information for the compilation and submittal of Contractor's proposal for this Project, and Confidential Information must not be used or revealed in relation to any other project. Contractor shall return to CalTrout any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if CalTrout requests it in writing.
- 4. Term.** The nondisclosure provisions of this agreement shall survive the termination of this Agreement (Contractor's completion of the Project) and Contractor's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential pursuant to the terms in Section 2 (Exclusions from Confidential Information), above, or until CalTrout sends Contractor written notice releasing Contractor from their obligations under this Agreement, whichever occurs first.

5. **Remedies.** Contractor acknowledges that a breach of the provisions of this Agreement may cause substantial harm to CalTrout for which monetary damages will not provide a total and adequate remedy. Accordingly, in addition to any other remedy available at law or equity, CalTrout will be entitled to preliminary and permanent injunctions restraining the Contractor from performing or continuing to do any act in violation this Agreement without showing or proving actual damage as a result thereof.
6. **Relationships.** Nothing in this Agreement shall be deemed to constitute wither party a partner, joint venture, or employee of the other party for any purpose.
7. **No Waiver.** Failure to exercise any right under this agreement will not constitute a waiver of such right in the future.
8. **Governing Law.** This Contract shall be governed under the laws of the State of California, United States of America.
9. **Severability.** If any term or provision of this Contract, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Contract or their application to specific situations shall remain in full force and effect. The parties agree to work in good faith to amend this Contract to carry out its intent
10. **Entire and Final Agreement.** This Contract incorporates the entire and exclusive agreement of the parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related hereto. This Contract may be amended only in a writing executed by both Parties.
11. **Authority to execute.** Each individual executing this Contract represents that they are duly authorized to sign and deliver the agreement on behalf of the party indicated and that this Contract is binding on such party in accordance with its terms. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
12. **Electronic Signatures.** Unless otherwise prohibited by law, the parties agree that an electronic signature to this Contract and an electronic copy of this Contract have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

IN WITNESS WHEREOF, the parties have executed this Contract.

Legal Entity Name: _____

Name of Authorized Individual: _____

Date: _____

Signature: _____ Title: _____

California Trout, Incorporated

Signature: _____

Date: _____

By: _____ Title: _____

5.Revised Contractor Qualifications Statements “Attachment 3 Contractor Qualification Statements Rev1”

QUALIFICATION STATEMENTS

Contractor will be disqualified if the answer to any of questions 1 through 6 is “no-” with exception to questions #4-#6 being an acceptable “no.”

1. Contractor possesses a valid and current California Contractor’s license for this Project for which it intends to submit a bid.

☐ Yes ☐ No

2. Contractor has liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate or with an umbrella policy up to that limit. Contractor has pollution liability endorsement for minimum of \$5,000,000.

☐ Yes ☐ No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No

4. Has your contractor’s license been revoked at any time in the last five years?

☐ Yes ☐ No

5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

6. At the time of submitting this form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is “Yes,” state the beginning and ending dates of the period of debarment:

1. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

**6.Revised RFP Project Approach page “RFP General Contractor_Trabuco
Creek Metrolink Fish Passage Construction_FINAL_A01”**

The past performance questionnaire does not count as part of the page limit. At least one of the following experience areas must be demonstrated in each project submitted:

- a. Experience working in Waterways with critical water control management systems (e.g. Fish Passage, Control of Water, Dewatering, Flood Control, etc.)
- b. Experience working with multiple stakeholders, including Railroad or transit agencies, and/or experience working with Southern California state, federal and local agencies.
- c. Experience working in culturally and environmentally sensitive areas, restoration or natural resources project.
- d. Experience with Erosion Control Management, BMP implementation and SWPPP reporting. Experience specific to California (e.g. QSD/QSP) is preferred but not required.
- e. Experience with shoring and temporary works systems (e.g., soil nail walls, soil retention, etc).

10. Project Approach Narrative: Bidders shall provide a written approach that addresses the following topics. Narrative is **limited to 130 pages or less**. 11x17 page sizes will count as two pages.

- a. Project Team: Provide a brief introduction of the proposed team and how the team will be organized, identify the roles and general responsibilities of each person, and how the team's collective experience will support this project's success. The Project Manager and Superintendent are considered key roles and shall have a minimum of 5 years' experience in that role for projects of similar scope and complexity. **Include resumes for the key roles.** (resumes do not count toward page limitation).

Provide a description of all work your company intends to self-perform vs. subcontract and discuss your company's ability to bring in additional manpower, if needed, to meet or accelerate schedule.

Provide information describing any Subcontractors you intend to utilize on the Project, their name, qualifications, and the scope of work they would be performing.

- b. SWPPP: Describe your company's experience with developing, implementing, and managing a SWPPP, including a summary of proposed BMP's that will be utilized during construction and how these will be monitored / maintained. Include an approach to Erosion and Sediment Control (ESC) mitigation to perform early work above the ordinary high-water mark that will avoid impacts to the in-water work area.

Provide a narrative detailing your company's understanding of the California State Water Resources Control Board requirements for development and management of a SWPPP within the State.