

DOCUMENT 00911

ADDENDUM NUMBER 1

Issued: January 24, 2011

North Bay Water Reuse Program - Sonoma Valley County Sanitation District Main Sewer Trunk Replacement and Recycled Water Pipeline (Watmaugh Road East to Treatment Plant)

FROM: Sonoma Valley County Sanitation District
404 Aviation Blvd.
Santa Rosa, CA 95403-9019

TO: Prospective Bidders

This Addendum forms a part of and modifies the Project Manual dated January 2011. Bidder shall acknowledge receipt of this Addendum in the space provided in Document 00400 (Bid Form).

Modified text is indicated as follows: Double-underline designates text to be inserted; ~~strikethrough~~ designates text to be deleted.

Addendum Number 1 consists of 6 pages (size 8 1/2" x 11") and 0 revised Drawings.

I. General Changes

A. No changes.

II. Changes to Prior Addenda

A. No changes.

III. Changes to Introductory Information and Bidding Requirements

A. Document 00100 (Advertisement for Bids):

1. Insert the following at the end of Paragraph 8:

Owner has conducted an outreach effort and created a DBE solicitation list. The list can be viewed on Owner's website. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding the DBE Solicitation List supplied by Owner.

B. Document 00200 (Instructions to Bidders):

1. Modify Paragraph 22 as follows:

- 22. FUNDING DBE REQUIREMENTS.** The following forms shall be submitted by Apparent Low Bidder within 10 Business Days of Bid Opening. Forms are available from Owner and on Owner's website. Form content is included in Document 01415 (Regulatory Requirements – Funding). Owner has conducted an outreach effort and created a DBE solicitation list. The list can be viewed on Owner's website. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding the DBE Solicitation List supplied by Owner.

IV. Changes to Contracting Requirements

A. Document 00520 (Agreement)

1. Modify Paragraph 7.6 as follows:

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Owner has obtained the Federal Wage Decision as predetermined by the United States Secretary of Labor listing the general prevailing wages and fringes in the County in which the Work is to be performed for each craft and type of worker or mechanic needed to execute the Work. A copy of the Federal Wage Decision containing the Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor is included in Document 01415 (Regulatory Requirements – Funding). Contractor shall post said minimum wage rates in a prominent place at the Site. If there is a discrepancy or difference between the state prevailing wage rate and the federal minimum wage rate, Contractor shall pay not less than the higher wage rate. The current minimum federal or state wage rate in effect during the applicable pay period over the entire construction period shall be used. Owner will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor, the Contractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

V. Changes to Conditions of the Contract

A. Document 00800 (Supplementary Conditions)

1. Delete Paragraph 4.2.A.5 in its entirety.
2. Insert the following as Paragraph 4.2.D. Re-number subsequent paragraphs accordingly.

4.2.D Additional Endorsement: The policy required under paragraph 4.2.C shall be endorsed as follows:

1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.

3. Modify Paragraph 4.2.E as follows:

4.2.E Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, ~~except that Contractor may discontinue All Risk Course of Construction Insurance after Final Payment.~~ At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner’s request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

4. Insert the following as paragraph 4.2.L

4.2.L Builder’s Risk.

1. With respect to Work under this Contract, Owner shall maintain “All-Risk” Course of Construction insurance as follows:

- a. Insured Property shall include: (1) Real property in Course of Construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by Owner; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.
- b. Limit of insurance: Full Contract value.
- c. Deductibles for claims against this coverage will not exceed \$50,000. Responsibility for paying deductibles is as follows:

Contract Value or Description	Contractor's Responsibility for Deductible	Owner's Responsibility for Deductible
Job Order Contract (JOC) - \$1,000,000	First \$5,000	Balance of Deductible
Job Order Contract (JOC) - \$2,000,000 - \$5,000,000	First \$10,000	Balance of Deductible
Full Contract Value under \$1,000,000 other than JOC	First \$5,000	Balance of Deductible

Contract Value or Description	Contractor's Responsibility for Deductible	Owner's Responsibility for Deductible
Full Contract Value: \$1,000,000 - \$9,999,999, other than JOC	First \$10,000	Balance of Deductible
Full Contract Value: \$10,000,000 - \$19,999,999, other than JOC	First \$25,000	Balance of Deductible
Full Contract Value: \$20,000,000 and above, other than JOC	First \$30,000	Balance of Deductible

- d. Contractor and all Subcontractors of all tiers shall be additional insureds.
- e. Excluded property: Equipment, tools, and personal effects belonging to Contractor or Subcontractors of all tiers.
- f. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.
- g. Exclusions may include, but are not limited to:
 - 1) Loss due to wear and tear, moth, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.
 - 2) Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.
 - 3) Loss of use or occupancy or consequential loss.
 - 4) Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.
 - 5) Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.
 - 6) Inventory shortage or unexplained disappearance.
- h. A copy of Owner's Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of this Document 00800. Upon request, Owner will provide a Certificate of Property Insurance.

B. Document 00910 (Addenda)

- 1. This document was inadvertently omitted from the project manual. Insert it following Document 00800 (Supplementary Conditions).

VI. Changes to Specifications

A. Section 01250 (Modification Procedures)

- 1. On page 01250-10 (Cost Proposal (CP) Form), modify phone number as follows:
 (~~707~~) 524 3786
(707-547-1913)
- 2. On page 01250-12 (Request for Information (RFI) Form), modify phone number as follows:

~~(707) 524-3786~~
(707-547-1913

VII. Changes to Drawings

A. No changes.

VIII. Question(s)/Answer(s)

No questions received as of issue date of this Addendum Number 1.

END OF DOCUMENT

DOCUMENT 00910

ADDENDA

North Bay Water Reuse Program - Sonoma Valley County Sanitation District Main Sewer Trunk Replacement and Recycled Water Pipeline (Watmaugh Road East to Treatment Plant)

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT