ADDENDUM No. 1

TO ALL CONTRACTORS AND BIDDERS

SUBJECT: ADDENDUM NO. 1 TO CONTRACT DOCUMENTS FOR SCOUR COUNTERMEASURE PLANS FOR GROUP I BRIDGES 37C0103, 37C0534 & 37C0581, FEDERAL PROJECT NO. BHLO-5937(139, 140, & 141)

This addendum is part of the Contract Documents for the subject Project. Your attention is directed to the "Special Provisions" for this Project and the following revisions thereto. Acknowledgment of Addendum No. 1 is required on Bid Form 1, Section 112, page 1. Changes on each sheet are identified by a bar line on the left side of the sheet.

Special Provisions:

1. Replace page no. 100-2 with page no. 100-2R.
2. Replace page no. 106-11 with page no. 106-11R.
3. Replace page no. 111-32 with page no. 111-32R
4. Replace page no. 113-2 with page no. 113-2R.

Questions and answers from pre-bid opening meeting on April 24, 2012.

Question: What are the expected flow rates at the bridges requiring dewatering?
Answer: The sources of flow at bridges 37C0534 and 37C0581 are springs and agricultural runoff, the flow rates of which we are unable to estimate. The 2-yr peak flows for these bridges are provided for your information: 37C0534 - 400 cfs, 37C0581 - 3000 cfs.

All other terms and conditions to remain the same.

End of Addendum No. 1

Date: April 25, 2012

Michael J. Murdter, Director
County of Santa Clara Roads and Airports Department

Board of Supervisors: Mike Wasserman, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith
A copy of the County of Santa Clara Standard Specifications may be obtained at the Plan Counter, 101 Skyport Drive, San Jose, California 95110, upon payment of $25.00.

A copy of the County of Santa Clara Standard Details Manual may be obtained at the Plan Counter, 101 Skyport Drive, San Jose, California 95110, upon payment of $10.00.

100-03 PROJECT ENGINEER

A Bidder may discuss these Bid Plans and Special Provisions with the County of Santa Clara in accordance with Section 2.04 “Interpretation of Documents Prior to Bidding” of the County of Santa Clara Roads & Airports Department Standard Specifications. The Project Engineer for this Project is

Faranak Mahdavi who can be contacted at 408.573.2478.

100-04 CONTRACTOR LICENSE

The Contractor shall possess a Class ___________ A ___________ License.

If a Bidder does not possess the required Contractor License(s) at the time of award (Public Contract Code § 20103.5), the Bid shall be considered non-responsive and shall be rejected by the Owner. The Owner may enforce the required forfeiture of the Bidder’s Bond.

The Bidder and any Subcontractors must be licensed by the Contractors State License Board of the State of California.

100-05 DISADVANTAGED BUSINESS ENTERPRISE

The County of Santa Clara has established the following goal for Underutilized Disadvantaged Business Enterprises (UDBE) participation for this Project:

UDBE Goal: _______ 9.7 _______ Percent.

This Project is subject to Title 49 Code of Federal Regulations Part 26.13(b). Bidders’ attention is directed to Section 106-01 – Disadvantaged Business Enterprise Contract Provisions, of these Special Provisions.

Bidders are notified that all firms the Bidder intends to use and count toward the UDBE participation goal must be certified as DBE by the California Unified Certification Program (CUCP). It is the Bidder’s responsibility to verify that the UDBE firms are certified DBE up to the date of Bid Opening.

Listings of CUCP-certified DBEs are available from the Caltrans’ Civil Rights website at http://www.dot.ca.gov/hq/bep/find certified.htm.

Bidders are also encouraged to call the Equal Opportunity Office for assistance in DBE participation at (408) 299-5865.

A BID WHICH DOES NOT ACHIEVE THE SPECIFIED CONTRACT GOAL AND DOES NOT DEMONSTRATE SUFFICIENT GOOD FAITH EFFORTS TO MEET THE GOAL SHALL BE DEEMED “NON-RESPONSIVE” AND INELIGIBLE FOR AWARD.

100-2R

5/22/2000; Rev. 05/07/2010
Formal/Fed
FEDERAL MINIMUM WAGE RATES

| Federal minimum wage rates dated | 04/20/2012 | are available for retrieval at one of the following websites:

http://www.dot.ca.gov/hq/esc/oe/federal-wages, or

http://www.gpo.gov/davisbacon/CA.html (Open the link, then scroll down to County of Santa Clara and click on the General Decision for the construction category applicable to the Project for the required Federal Wage Rates.)

The Federal minimum wage rates referred hereinabove are incorporated in these Special Provisions by reference. Any revision issued by addendum during the advertising period is incorporated into these Special Provisions and becomes part of the Contract Documents at the time of Contract award and execution. A hard copy of the Federal minimum wage rates or the rates amended by addendum will be issued to the Contractor by a Work Order upon award of the Contract. Contractor must include the provision contained in this section and a hard copy of the Federal minimum wage rates in all of its subcontracts.
carbon black, and resin manufacturer’s certification of polyethylene density and Environmental Stress Crack Resistance (ESCR).

C. Deliver materials to site in Manufacturer’s original, unopened containers and packaging with labels clearly identifying product name and Manufacturer. Materials shall be delivered, unloaded, stored, and installed in accordance with Manufacturer’s instructions and in a manner to prevent damage.

D. The Manufacturer shall warrant each Cellular Confinement System section that it ships to be free from defects in materials and workmanship at the time of manufacture. The Manufacturer’s exclusive liability under this warranty or otherwise will be to furnish without charge to the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment. The Manufacturer reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.

E. Acceptable Manufacturer is Preso Geosystems, PO Box 2399, Appleton, Wisconsin 54912 2399. Toll Free (800) 548-3424, Phone (920)738-1328. Or approved equal.

F. Cellular Confinement System

1. Base Materials – Polyethylene Stabilized with Carbon Black
   a. Density shall be 58.4 to 60.2 pound/ft³ in accordance with ASTM D 1505.
   b. Environmental Stress Crack Resistance (ESCR) shall be 5000 hours in accordance with ASTM D 1693.
   c. Ultra-Violet light stabilization with carbon black.
   d. Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content.
   e. Carbon black shall be homogeneously distributed throughout material.
   f. The manufacturer must have an in-place quality control to prevent irregularities in strip material.

2. Cell Properties
   a. Individual cells shall be uniform in shape and size when expanded.
   b. Cell length shall be 11.3-inches, width shall be 12.6-inches, and nominal area shall be 71.3-square inches. Nominal depth shall be 6-inches.

3. Fabricate cell sections using strips of sheet polyethylene each with a length of 142-inches and a width equal to cell depth. Connect strips using full depth ultrasonic spot-welds aligned perpendicular to
SECTION 113
CONTRACT FORM 1

ARTICLE 4 - BEGINNING OF WORK

Following acceptance of Contract Bonds, Contractor’s certification regarding Worker’s Compensation (Contract Form 6 - Contractor’s Certification Regarding Worker’s Compensation), Insurance coverages and documents, and execution of this Agreement by both parties, Owner’s Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time.

ARTICLE 5 - TIME OF COMPLETION

The first day charged shall be the 20th day following the date of the Notice of Award, and all work shall be fully completed within the time limit set forth in the Notice to Bidders.

ARTICLE 6 - PREVAILING WAGES

The statement of prevailing wages appearing in the State Labor Surcharge and Equipment Rental Rates, State General Prevailing Wage Rates and Federal Minimum Wage are hereby specifically referred to and by this reference is made a part of this Contract. A copy of the State General Prevailing Wage Rates dated 04/20/2012 is on file with the Clerk of the Board of Supervisors. The Contractor must comply with the Federal Minimum Wage Rates if the Federal Minimum Wage Rates exceed the California Prevailing Wage Rates. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

ARTICLE 7 - WORKER’S COMPENSATION

By my signature hereunder and on Contract Form 6 – Contractor’s Certification of Worker’s Compensation, as Contractor, I certify that I am aware of the provisions of Section §3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 8 - CONTRACTOR’S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractors’ State License Board (Tel. 800 321-CSLB) whose address is:
  Contractors' State License Board
  9821 Business Park Drive
  Sacramento, CA 95827

5/22/2000; Rev. 06/25/2010  113-2R
Formal/Fed