Department of Public Works
County of Butte

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JANUARY 31, 2013

ALL PLAN HOLDERS AND PROSPECTIVE BIDDERS FOR THE PROJECT NOTED BELOW

INSTALLATION OF REPLACEMENT GROUNDWATER WELLS MW-4A AND MW-10A AT THE NEAL ROAD RECYCLING AND WASTE FACILITY, COUNTY PROJECT NO. 757-7513-10

ADDENDUM NO. 1

The following changes and/or clarifications are hereby made to the contract special provisions and shall become a part of said contract documents for the construction of said improvements:

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL AND CONTRACT
CQA PLAN

SECTION A – GENERAL

The following change shall be made to this section:

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES;

The Contractor shall begin work within 15 calendar days after receiving written notice to proceed with work from the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract, and shall diligently prosecute the same to completion before the expiration of

15 WORKING DAYS

from said date of signing

SECTION D – CONSTRUCTION DETAILS

The following changes shall be included in this section:

SECTION 11180 – REPLACEMENT GROUNDWATER MONITORING WELLS, PART 4. MEASUREMENT AND PAYMENT

4.1 MEASUREMENT shall be modified as follows:

A. Measurement of Replacement Groundwater Wells MW-4A and MW-10A shall be per foot in accordance with Bid Item 2, Replacement Groundwater Wells MW-4A and MW-10A.

B. Measurement of Monitoring Well Development for Replacement Groundwater Wells MW-4A and MW-10A shall be lump sum in accordance with Bid Item 3.

C. Measurement for Pump Installation for Replacement Groundwater Wells MW-4A and MW-10A shall be lump sum in accordance with Bid Item 6.

4.2 PAYMENT shall be modified as follows:

A. Payment for the Replacement Groundwater Wells MW-4A and MW-10A shall be at the contract price per foot in accordance with Bid Item 2, Replacement Groundwater Wells MW-4A and MW-10A. Payment shall include full compensation for labor, equipment, materials, tools, and incidentals and for all work involved in conforming to this Section, Part 3.1, Well Installation and no additional payment will be made therefore.

B. Payment for Monitoring Well Development for Replacement Groundwater Wells MW-4A and MW-10A shall be lump sum for these two wells in accordance with Bid Item 3. Payment shall include full compensation for labor, equipment, materials, tools, and incidentals and for all work involved in conforming to the requirements of this Section, Part 3.2, Monitoring Well Development and no additional payment will be made therefore.

C. Payment for Pump Installation for Replacement Groundwater Wells MW-4A and MW-10A shall be lump sum for these two wells in accordance with Bid Item 6. Payment shall include full compensation for labor, equipment, materials, tools, and incidentals and for all work involved in conforming to the requirements of this Section, Part 3.3 Pump Installation and no additional payment will be made therefore.

PROPOSAL

The following changes shall be included in this section:

Proposal to the Department of Public Works, Bid Schedule Page PF-2 shall be replaced with Bid Schedule Page PF-2A attached to this Addendum No. 1.

CONTRACT

The following changes shall be included in this section:

Contract for the Construction of Module 4 Phase E at the Neal Road Recycling and Waste Facility, Page CF-1 and CF-2 shall be replaced with Page CF-1A and CF-2A attached to this Addendum No. 1.

PLANS

The following clarification shall be included in this section:

Figure 3. Proposed Monitoring Well Construction Detail, Detail - Monitoring Well: the Concrete Pad shall be constructed to the following dimensions, 4-inch thick x 4-foot x 4-foot.

NOTICE

Acknowledgement of receipt of addendums and addenda shall be listed by number on the Proposal Signature Page, PF-S of the contract documents.

Addendum No. 1
Dated: January 31, 2013

Shawn H. O'Brien
Assistant Director of Public Works

Attachments: Proposal Bid Schedule Page PF-2A and Contract Page CF-1A and CF-2A

BID SCHEDULE
Bid Schedule for Installation of Replacement Groundwater Wells
MW-4A and MW-10A
County Project No. 757-7513-10

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price In Figures	Total In Figures
1	Mobilization/Demobilization	LS	1		
2	Replacement Groundwater Well MW-4A and MW-10A	FT	440		
3	Monitoring Well Development	LS	1		
4	Water Pollution Control Program (WPCP)	LS	1		
5	Construction Site Management	LS	1		
6	Pump Installation	LS	1		
	(SHOW TOTAL ON PAGE PF-1)	**TOTAL BID**		$_____	

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

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.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or 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 and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

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

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Department of Public Works, within eight days, not including Sundays and legal holidays, after the bidder has received notice from the County Engineer that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Butte.

COUNTY OF BUTTE
STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

CONTRACT

FOR

INSTALLATION OF REPLACEMENT GROUNDWATER WELLS MW-4A AND MW-10A AT THE NEAL ROAD RECYCLING AND WASTE FACILITY

THIS AGREEMENT, made and concluded this _____ day of _____, Two Thousand and Thirteen, between the County of Butte, party of the first part and _____, Contractor, party of the second part.

ARTICLE I.--Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, at the Neal Road Recycling and Waste Facility, all in accordance with the special provisions, and also in accordance with the Standard Specifications of the State of California, Department of Transportation dated May 2006, the Standard Plans of the State of California, Department of Transportation dated May 2006, Section 1777.5 of the Labor Code concerning employment of apprenticed, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the State of California, Department of Industrial Relations, which said special provisions, standard plans, standard specifications, labor surcharge, equipment rental rates and wage rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled: **"Butte County, Department of Public Works, Installation of Replacement Groundwater Wells MW-4A and MW-10A;"** and which set of plans is hereby made a part of this contract.

ARTICLE II.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Butte and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them to wit:

Item No.	Item of Work	Unit	Quantity	Unit Cost in Figures	Subtotal Cost in Figures
1	Mobilization/Demobilization	LS	1		
2	Replacement Groundwater Well MW-4A and MW-10A	FT	440		
3	Monitoring Well Development	LS	1		
4	Water Pollution Control Program (WPCP)	LS	1		
5	Construction Site Management	LS	1		
6	Pump Installation	LS	1		
Total Construction Cost					

ARTICLE III.--The said party of the first part hereby promises and agrees with the said contractor to employ, and does hereby employ, the said contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns performance of the covenants herein contained.

ARTICLE IV.--By my signature hereunder, 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 Workmen'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 V.--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 the said terms of said proposal conflicting herewith.

ARTICLE VI.--The statement of prevailing wages appearing in the General Prevailing Wage Rates, the labor surcharge and Equipment Rental Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there by 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 the said terms of said proposal conflicting herewith.