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DATE: March 12, 2013

TO: All Prospective Bidders

SUBJECT: Addendum No. 2
Bass Lake Road Full Improvements – Phase 1A
Contract No. PW 11-30599, Project No. 66109

Submit proposals for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are essential parts of the Contract.

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
2.01	Notice to Bidders Page N-1	Please add the following after, "DOT Office" in the first paragraph: "on the second floor"
2.02	Appendix B, Standard Plan List	Please add the following to the list of Standard Plan sheets referenced in Appendix B: "(2010) D83A Precast Reinforced Concrete Box Culvert"
2.03	SP-51	Replace Section 10-1.04 "Dust Control" of the special provisions with the Dust Control specification attached to this addendum as Attachment A.
2.04	Page P-3 and Page C-10	Bidders are instructed to replace page P-3 for the Proposal Pay Items and Bid Price Schedule with page P-3 Rev-1 attached to this addendum. Bidders are instructed to replace page C-10 for the Agreement Exhibit A Bid Price Schedule with page C-10 Rev-1 attached to this addendum.
2.05	Notice to Bidders Page N-2, Special Provisions, Page SP-21	Add the following to the top of page N-2 of the Notice to Bidders, and to new section 5-1.36 "Supplemental Project Information": The following supplemental information is available on the DOT bids website http://www.edcgov.us/Government/DOT/Bids.aspx to Contract Documents holders: 1. Technical Memorandum from the El Dorado County Environmental Management Department, titled, "Hollow Oak at Bass Lake Road Box Culvert Replacement, El Dorado Hills, California, NOA Testing Results, dated August 2011.

		2. Refraction Seismic Investigation at the Bass Lake Road Full Improvements, Phase 1A Project Site, prepared by Gasch Geophysical Services, Inc., dated February 2013.
2.06	Special Provisions, Page SP-77	Add the following before the first sentence of Section 10-1.26 Rock Excavation: Contractor's attention is directed to the "Refraction Seismic Investigation at the Bass Lake Road Full Improvements, Phase 1A Project Site" dated February 2013 provided as supplemental information to the contract documents. The study results are based on a limited study area and may not be representative of the conditions Contractor may encounter outside of the specific area of study.
2.07	Special Provisions, Page SP-20	Replace the second paragraph of Section 5-1.32, "State of California Encroachment Permit", with the following: "No fee will apply."

Page P-3 Rev 1, Proposal Pay Items and Bid Price Schedule, shall be attached to page P-3 in the original Proposal in the Contract Document booklet. The remaining pages of this addendum shall be attached to the Contract Documents booklet.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Holders who have already mailed their proposal can contact Paul Hom at (email: paul.hom@edcgov.us) to arrange return of their proposal.

Inform all suppliers and subcontractors as necessary.

The Department of Transportation is only sending this addendum by posting on the following website: <http://www.edcgov.us/Government/DOT/Bids.aspx>.

If you are not a Contract Documents Holder, but request a set of documents to bid on this project, you must comply with the requirements of this addendum when submitting your bid.

End of Addendum No. 2

Janel Gifford

Recommended by:
Janel Gifford, P.E.
Office Engineer

3/12/13
Date

Kimberly A Kerr

Approved by:
Kimberly A. Kerr
Interim Director of Transportation

3/12/13
Date

Attachments:

10-1.04 Dust Control Specification	3 pages
Page P-3 Rev-1 of Proposal Pay Items and Bid Price Schedule	1 page
Page C-10 Rev-1 of Agreement Exhibit A Bid Price Schedule	1 page

10-1.04 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications, Rules 223, 223-1 and 223-2 (Dust Rules) of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD) and these special provisions.

Nothing in these special provisions shall be construed as relieving the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility" of the Standard Specifications.

The Dust Rules can be obtained from the AQMD, 330 Fair Lane, Placerville, CA, 95667, (530) 621-6662, and are available at:

http://www.edcgov.us/Government/AirQualityManagement/Construction_Dust_Rules.aspx.

The materials within the project limits are neither known nor suspected to contain naturally occurring asbestos and the project is not located within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map.

FUGITIVE DUST CONTROL PLAN PREPARATION, APPROVAL AND AMENDMENTS

The Contractor shall submit a site specific Fugitive Dust Control Plan / Fugitive Dust Plan (FDP) for all proposed work, meeting the requirements of Dust Rules and approved by AQMD, to the AQMD prior to start of any work. The Contractor shall provide the Engineer with four (4) copies of the AQMD approved FDP prior to starting any work that may generate dust.

The Contractor shall prepare an amendment to the FDP when there is a change in construction activities or operations not included in the FDP, when the Contractor's activities or operations violate a condition of AQMD, or when directed by the Engineer. Amendments shall identify additional dust control practices or revised operations, including those areas or operations not identified in the initially approved FDP. Amendments to the FDP shall be prepared and submitted for review and approval within a time approved by the Engineer. At a minimum, the FDP shall be amended annually.

The Contractor shall keep one (1) copy of the approved FDP and approved amendments at the project site. The FDP shall be made available upon request by a representative of the AQMD, California Air Resource Board, United States Environmental Protection Agency, or Caltrans. Requests by the public shall be directed to the Engineer.

The Contractor shall provide all notices to the AQMD and create and maintain all records as required by Dust Rules. Copies of all related records shall be submitted to the Engineer within thirty (30) calendar days of completion of the work.

DUST CONTROL

The Contractor shall implement the measures contained in the FDP to control dust in accordance with Dust Rules, the Standard Specifications and these special provisions, and as directed by the Engineer.

The Contractor is advised that significant dust control measures will be required during construction operations. In order to mitigate dust, past projects have required extensive pre-wetting to depths of cuts, the use of a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc.), and the use of rock track out pads and wheel wash stations at all points of egress from unpaved construction areas. These examples are not necessarily the exact mitigation measures needed on this project; rather, they have been listed to provide an idea of the extensive nature of dust control activities that may be necessary. The dust control measures that will be required to mitigate dust may impact the Contractor's productivity during construction activities. All impacts to productivity are considered included in the Contractor's bid price for the associated items of work and no additional compensation will be allowed therefore.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, Dust Rules, and Federal, State, and local regulations and requirements that govern the Contractor's operations. Attention is directed to Sections 7-1.01, "Laws to be Observed" of the Standard Specifications and Section 7, "Indemnification and Insurance," of these special provisions.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Dust Control" including, but not limited to,
Bass Lake Road Full improvements – Phase 1A
Contract No. PW 11-30599, CIP No. 66109
Addendum No. 2

County of El Dorado
Attachment A
Page A-1

compliance with the applicable provisions of the Permits, Dust Rules, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Dust Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, Dust Rules, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, Dust Rules, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Dust Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved FDP has been implemented and maintained, and when dust has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, Dust Rules, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor thirty (30) day's notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to "Payments of Withheld Funds" of these special provisions.
- C. If the Department has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be six percent (6%) per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Dust Control," the Department may retain an amount equal to twenty five percent (25%) of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to dust control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

PAYMENT

The contract lump sum price paid for prepare fugitive dust plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval, revising, and amending the FDP, paying AQMD FDP review fees, and for maintaining and submitting all dust control records, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In the event naturally occurring asbestos is found within the project limits, the Contractor shall prepare an Asbestos Dust Mitigation Plan in accordance with the requirements of Rule 223-2 and implement dust control in accordance

with the requirements of Rule 223-2. Preparing an Asbestos Dust Mitigation Plan will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The cost of performing dust control shall be considered as included in the Lump Sum price bid for Dust Control and no additional compensation shall be allowed therefore.

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
CONTRACT NO. PW 11-30599, CIP NO. 66109**

BASS LAKE ROAD FULL IMPROVEMENTS - PHASE 1A

	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	071325	Temporary Fence (Type ESA)	LF	125		
2	072010	Trench and Excavation Safety	LS	1		
3	074017	Water Pollution Control	LS	1		
4	120091	Construction Area Signs	LS	1		
5	120100	Traffic Control System	LS	1		
6	128650	Portable Changeable Message Sign	SWD	66		
7	129000	Temporary Railing (Type K)	LF	80		
8	153103	Cold Plane Asphalt Concrete	SF	2660		
9	160101	Clearing and Grubbing	LS	1		
10	190114A	Dust Control	LS	1		
11	190114B	Prepare Fugitive Dust Plan	LS	1		
12	203016	Erosion Control (Type D)	SY	108		
13	390130	Hot Mix Asphalt (Type A)	TON	63		
14	510413A	Precast Concrete Box Culvert (Double 5' x 3')	LF	48		
15	721007	Rock Inlet Protection (1/4 Ton, Method B)	CY	25		
16	840656	Paint Traffic Stripe (2-Coat)	LF	375		
17	999990	Mobilization	LS	1		
Total:						

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by El Dorado County based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

EXHIBIT A

CONTRACTOR'S BID PRICE SCHEDULE
CONTRACT NO. PW 11-30599, CIP NO. 66109
BASS LAKE ROAD FULL IMPROVEMENTS - PHASE 1A

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5	120100	Traffic Control System	LS	1	
6	128650	Portable Changeable Message Sign	SWD	66	
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