

**COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS**

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Phillip M. Demery, Director



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September 8, 2009

**NOTICE TO PLANHOLDERS
FOR CONSTRUCTION OF**

PENNGROVE SIDEWALK IMPROVEMENTS

COUNTY PROJECT NO. C04012

ADDENDUM NO. 1

I. Changes to the Engineer's Estimate in the Special Provisions and Bidder's Book:

Add the following item:

Item #18: 190168 REMOVE AND DISPOSE SURPLUS MATERIAL (CL. III) CY 395.00

Please replace the following "Copy of Bid Item List", in the Special Provisions and the two "Engineer's Estimate" in the Bidder's Book, per the attached revised pages (Attachment A).

Pages BIL-1, and BIL-2 of the Special Provisions is replaced with the "**Copy of Bid Item List**" BIL-1(Add 1), and BIL- 2 (Add 1).

Pages BB-8, BB-9, and BB-10 of the Bidder's Book is replaced with the "**Engineer's Estimate**" BB-8 (Add 1), BB-9 (Add 1), and BB-10 (Add 1).

Pages BB-35, BB- 36, and BB-37 of the Bidder's Book is replaced with the "**Engineer's Estimate**" BB-35 (Add 1), BB-36 (Add 1), and BB-37 (Add 1).

II. Special Provisions:

Changes to the Special Provisions:

- A.** Section 3-1.01 GENERAL, third paragraph "The award of the contract....." is replaced with the following paragraph:

“The award of the contract, if it be awarded, will be to the lowest responsible bidder for the combined amount for the base bid and the Alternate A bid totals, whose bid complies with all the requirements prescribed.”

- B.** Section 4-1.01 GENERAL third paragraph “The Contractor shall pay.....” is replaced with the following paragraph:

“The Contractor shall pay to the County of Sonoma the sum of \$3500.00 per day, for each and every calendar day’s delay in finishing the work in excess of the number of working days prescribed above.”

- C.** Section 10-1.02 ORDER OF WORK is amended with the following paragraphs:

“Contractor’s attention is directed to the business located at 11201 Main Street, the Redwood Montessori School. The following arrangements with the tenant have been made:

1. Contractor shall maintain access to both driveways at all times during the week.
2. Any work that involves closure of a driveway shall be performed on weekends only.
3. Contractor shall accommodate student drop-off as needed or as directed by the R.E.

Payment for this work shall be considered as included in the various items of work, and no compensation shall be allowed.”

- D.** Section 10-1.04 COOPERATION is amended with the following paragraphs:

“Contractor’s attention is directed to the fact that Penngrove Water Company has recently relocated some of their water meter boxes toward Adobe Road.

Contractor is responsible to notify all utilities 72 hours in advance of planned work on the utility facilities.

<u>Utility</u>	<u>Contact</u>	<u>Phone</u>
Water	Karen Ball	(707) 539-6397

- E.** Section 10-1.04 COOPERATION is amended with the following paragraph:

“Contractor’s attention is directed to land development contract work occurring simultaneous with this project at 11051 Main Street. Construction coordination and traffic control may be affected.

- F.** Section 10-1.22 EARTHWORK, Section C.SURPLUS MATERIAL is replaced in it’s entirety with the following:

“Surplus excavated material shall conform to the provisions in Section 19.2.06 “Surplus Material”, of the Standard Specifications and these Special Provisions.

Surplus excavated material shall be disposed of outside the highway right of way in accordance with the provisions in Section 71.13, “Disposal of Materials Outside the Highway Right of Way,” of the Standard Specifications.

The existing soil analysis has found the soil to be Class III.

It is anticipated that there will be approximately 375 cubic yards of excavated material in excess of that required for the construction of embankments. Of this amount, it is expected that approximately 30 cubic yards will be unsuitable material excavation. (No loss is considered for clearing and grubbing or other losses.)

The estimated quantities of surplus material are approximate only. The County does not, expressly or by implication, agree that the actual quantity of surplus material will correspond therewith, and reserves the right to increase or decrease the amount thereof as may be deemed necessary or advisable by the Engineer.

The Contractor shall make his own arrangements for disposing of surplus material. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearance, including notifying the California Department of Fish and Game and the Sonoma County Permit and Resource Management Department of the intent of the use of the site. The Contractor shall also demonstrate either that the site does not affect wetlands under jurisdiction of the Army Corp of Engineers, or that the site has the appropriate permit from the Army.

The Contractor is encouraged to dispose of surplus material at a quarry or recycling center equipped to recycle aggregate material.

The Contractor shall furnish evidence of proper clearances to the Engineer at least ten (10) working days in advance of disposing of surplus excavated material outside the highway right of way.

Regardless of where the Contractor elects to dispose of surplus material, the County shall retain ownership thereof until the project is completed and accepted by the County.

No material shall be disposed within the area controlled by California Coastal Commission.

The disposal of excavated material outside the right of way before all the embankments are completed is subject to proof that environmentally clear sources of material in sufficient quantity to complete required embankments are available. The obtaining of any necessary clearances for new borrow sources or for exceeding limitations on previously cleared sources shall be the responsibility of the Contractor. No time

extension or other waiver of working days requirements will be granted in the event the Contractor is delayed by reason of there being an insufficient quantity of acceptable material available from environmentally cleared sources to replace excavated material previously disposed of outside the right of way.

All agreements executed between the Contractor and the property owners for the disposal of surplus material shall contain the following:

It is hereby understood that surplus material shall not attach to the land upon which it is placed until the project is completed and accepted by the County.

Regardless of where the Contractor elects to dispose of surplus material, full compensation for all costs involved in disposing of surplus material, including all costs in connection with hauling and depositing in conformance with the current Uniform Building Code, and for obtaining any necessary permits, licenses, environmental clearances, and for complying with their requirements, shall be considered as included in the contract unit price paid for Remove and Dispose of Surplus Material and no additional compensation will be allowed therefor.

- G.** Section 10-1.23 MATERIAL CONTAINING LEAD, second paragraph “Lead has been detected.....” is replaced with the following paragraph:

“Lead has been detected within the top 1.3 feet of material in unpaved areas within the highway right of way. Levels of lead found within the project limits range from 0 to 100 mg/kg total lead with an average concentration of 50 mg /kg total lead, as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series.”

- H.** Section 10-2.04 MODIFY LIGHTING FOUNDATIONS is deleted.

- I.** Section 10-2.10 SERVICE ENCLOSURE the last bullet in the first paragraph is revised to read :

- Service enclosure shall be Tesco Class 26-100-M-A.

- J.** The PREVAILING WAGE RATE Section, page WAGE-1 to WAGE-39, is replaced in its entirety with the attached updated pages WAGE-1 (Add 1) to WAGE-39 (Add 1) (Attachment B).

III. CHANGES TO PLANS:

- A.** Sheet 28, STREET LIGHT DETAILS is amended to include the attached detail “MODIFIED PEDESTRIAN LIGHT POLE SHALLOW FOOTING FOUNDATION” (Attachment C).

Please fill out the Addendum Acknowledgement sheet on page BB-11 of the Bidder's Book verifying your receipt of this Addendum and submit with your bid.

Original Signed

Janice Thompson, P.E.

Attachment A – Bid Item List

Attachment B – Prevailing Wage Rate

Attachment C – Modified Pole Foundation