

DEPARTMENT OF TRANSPORTATION

ESC/OE MS #43
 1727 30TH Street, 2ND Floor
 Sacramento, CA 95816



July 7, 2000

04-Ala-580-46.4
 04-124454

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN CASTRO VALLEY AT HAYWARD MAINTENANCE STATION.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on July 19, 2000. The original bid opening date was previously postponed indefinitely under Addendum No. 2 dated May 31, 2000.

This addendum is being issued to set a new bid opening date as shown herein and revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 2, 3, 4, 9, and 11 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 5-1.14, "Contaminated and Hazardous Material," is replaced with revised Section 5-1.14, "Contaminated Material," as attached.

In the Special Provisions, Section 10-1.01, "Order of Work," is replaced as attached.

In the Special Provisions, Section 10-1.05, "Obstructions," is revised by adding the following:

"It is anticipated that the following utility facilities will be relocated prior to the dates shown:

Utility	Location	Date
PG&E Electrical Service	Mechanic's Trailer	9/15/00
Pacific Bell Phone Service	Mechanic's Trailer	9/15/00

In the event that the utility facilities mentioned above are not removed or relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications."

In the Special Provisions, Section 10-1.07, "Maintaining Traffic," the sixth paragraph is replaced with the following:

"Work that interferes with public traffic on Castro Valley Boulevard or Center Street shall be performed only between the hours of 9:30 A.M. and 2:30 P.M., Mondays through Fridays, except for work required under Sections 7-1.08 and 7-1.09 of the Standard Specifications which is authorized in advance by the Engineer. Before opening the traffic lanes to public traffic the Contractor shall temporarily cover and protect any trench that remains open in the traveled way either by temporarily backfilling and surfacing it

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or by any other means at the Contractor's option and to be approved by the Engineer. Full compensation for temporarily covering open trenches shall be considered as included in the contract unit price per meter for 375 MM Reinforced Concrete Pipe and no additional compensation will be allowed therefor."

In the Special Provisions, Section 10-1.09, "Existing Highway Facilities," the first subsection, "Remove Drainage Facilities," is replaced with the following:

"REMOVE DRAINAGE FACILITIES

Existing inlets and culverts, where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas or where shown on the plans to be removed, shall be completely removed and disposed of."

In the Special Provisions, Section 10-1.09, "Existing Highway Facilities," the second subsection, "Reset Trailer," is replaced with the following:

"REMOVE AND RESET TRAILERS

Existing trailers, where shown on the plans to be reset, shall be removed and reset.

During construction operations, the trailers shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible at all times. During construction, the trailers shall be installed on the ground or the trailers may be installed on temporary supports approved by the Engineer.

When construction is complete, the trailers shall be installed in the final position as determined by the Engineer.

Existing mounts, and hardware, if damaged and not reusable, shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for disposing of existing mounts, and hardware; moving and maintaining the trailers (regardless of the number of moves required); and for furnishing new planks, and hardware shall be considered as included in the contract lump sum price paid for remove and reset trailers and no additional compensation will be allowed therefor.

Attention is directed to Section 10-1.05, "Obstructions" elsewhere in these special provisions regarding existing trailer utilities."

In the Special Provisions, Section 10-1.11, "Health and Safety Plan," is replaced as attached.

In the Special Provisions, Section 10-1.12, "Hazardous Waste Material Disposal," is replaced with revised Section 10-1.12, "Contaminated Waste Material Disposal," as attached.

In the Special Provisions, Section 10-1.13, "Earthwork," is replaced with the following.

"10-1.13 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall be disposed of outside the highway right of way in conformance with "Contaminated Waste Material Disposal" in these special provisions.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor."

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In the Special Provisions, Section 10-1.14, "Aggregate Subbase," is replaced with the following:

"10-1.14 AGGREGATE SUBBASE

Aggregate subbase shall be Class 3 and shall conform to the provisions in Section 25, "Aggregate Subbases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 3 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 3 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where material will not be placed over the aggregate subbase."

In the Special Provisions, Section 10-1.15, "Aggregate Base," is replaced as attached.

In the Special Provisions, Section 10-1.21, "Subgrade Enhancement Fabric," is added as attached.

In the Proposal and Contract, the Engineer's Estimate Items 2, 10, 11, 12, 13, 14, 15, 16, 17 and 18 are revised, and Item 19 is added as attached.

To Proposal and Contract book holders:

REPLACE THE ENTIRE ENGINEER'S ESTIMATE IN THE PROPOSAL WITH THE ATTACHED REVISED ENGINEER'S ESTIMATE. THE REVISED ENGINEER'S ESTIMATE IS TO BE USED IN THE BID.

INDICATE RECEIPT OF THIS ADDENDUM BY FILLING IN THE NUMBER OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE SIGNATURE PAGE OF THE PROPOSAL.

SUBMIT BIDS IN THE PROPOSAL AND CONTRACT BOOK YOU NOW POSSESS. HOLDERS WHO HAVE ALREADY MAILED THEIR BOOK WILL BE CONTACTED TO ARRANGE FOR THE RETURN OF THEIR BOOK.

INFORM SUBCONTRACTORS AND SUPPLIERS AS NECESSARY.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

NICK YAMBAO, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachments

5-1.14 CONTAMINATED MATERIAL

GENERAL.--Attention is directed to "Earthwork" and "Contaminated Waste Material Disposal" of these special provisions regarding the removal and disposal of contaminat material.

Materials contaminated with Petroleum Hydrocarbons have been discovered through testing within the project limits. The complete report entitled "Site Investigation Report, Hayward Maintenance Station Alameda County, CA" is available for inspection at the Department of Transportation, Duty Senior's Desk, 111 Grand Avenue, Oakland, California, (510) 286-5209. The levels of hydrocarbon contamination are considered to be designated waste as defined by State of California regulations.

APPLICABLE RULES AND REGULATIONS.--Excavation, transport and disposal of contaminated material shall be in accordance with the rules and regulations of the following agencies:

United States Department of Transportation (USDOT)
United States Environmental Protection Agency (USEPA)
California Environmental Protection Agency (CAL-EPA)
Department of Toxic Substance Control (DTSC)
Integrated Waste Management Board
Regional Water Quality Control Board, Region 2 (RWQCB)
State Air Resources Board
Bay Area Air Quality Management District (BAAQMD)
California Division of Occupational Safety and Health Administration (CAL-OSHA)
Alameda County Department of Health

PERMITS AND LICENSES.--The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, including registration for transporting vehicles carrying the contaminated material. The California Environmental Quality Act (CEQA) of 1970 (Chapter 1433, Stats. 1970), as amended may be applicable to permits, licenses and authorizations which the Contractor shall obtain from all agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations.

The Engineer will obtain the Environmental Protection Agency Generator Identification No. and Board of Equalization Identification Number as the State is the Generator.

SAMPLING AND ANALYSIS.--The Contractor shall test the surplus material designated for disposal for any additional acceptance requirements put forth by the disposal facility. Sampling and analysis shall be performed using the sampling and analysis procedure required by the disposal facility.

The Contractor, in writing, shall submit to the Engineer for approval the sampling and analysis procedure and the name and address of the laboratory to be used fifteen working days prior to beginning any sampling or analysis. The laboratory used shall be certified by the California Department of Health Services.

MEASUREMENT AND PAYMENT.--Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work affected by this section and no additional compensation will be allowed therefor.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction."

10-1.11 HEALTH AND SAFETY PLAN

The Contractor shall prepare a detailed Health and Safety Work Plan for all site personnel in accordance with the DTSC and CAL-OSHA regulations. The Health and Safety Work Plan shall include a plot plan indicating the exclusion zones, contaminant reduction (decontamination zones) and support zones in accordance with California Code of Regulations (CCR), Title 8, an air monitoring plan, site clean up procedures, and physical barrier, and shall be submitted at least 15 working days prior to beginning any work to the Engineer for review and acceptance. Prior to submittal the Contractor shall have the Health and Safety Work Plan prepared and approved by a Civil Engineer, registered in the State of California and by a Certified Industrial Hygienist.

Prior to performing any work at the locations containing material classified as contaminated, as defined in "Contaminated Waste Material Disposal" elsewhere in these special provisions, all personnel, including State Personnel, shall complete a safety training program which meets 29 CFR 1910.120 and 8 CCR 5192 covering the potential hazards as identified. The training shall be provided by the Certified Industrial Hygienist. The Contractor shall provide a certification of completion of the Safety Training Program to all personnel. Any personal protective equipment required by the Contractor's Health and Safety Work Plan for personnel working within the exclusion zone will be supplied to State personnel by the Contractor. The number of State personnel requiring the above mentioned safety training program and personal protective equipment will be 5.

The decontamination area shall be located outside of the exclusion zone. Water from decontamination procedures shall be collected and disposed of at an appropriate disposal site by the Contractor. Non-reusable protective equipment, once used by any personnel, including State personnel, shall be collected and disposed of at an appropriate disposal site by the Contractor.

The Contractor shall monitor the air quality continuously during excavation operations at all locations containing hazardous material.

The Contractor shall implement a plan to prevent exposure of personnel that excavate, handle, transport, or might come into contact with contaminated material.

Upon transport offsite or backfill of contaminated material personal protective equipment, when no longer required, as determined by the Engineer, shall be removed from the job site.

The contract lump sum price paid for Health and Safety Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing and implementing the project specific Health and Safety Plan, complete in place, including the temporary physical barriers and personnel training, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12 CONTAMINATED WASTE MATERIAL DISPOSAL

All soil material excavated shall be designated as contaminated material and reused as backfill onsite. Any surplus contaminated material shall be disposed at a Class II facility as defined in Title 27 of the California Code of Regulations.

Attention is directed to "Contaminated and Hazardous Material" and to "Health and Safety Plan" elsewhere in these special provisions regarding information and requirements that pertain to performing this material disposal work.

Attention is directed to the Materials Information handout table 1 and table 2 that summarizes the extent, degree and type of contamination in the areas to be excavated.

Contaminated materials shall be transferred directly from the excavation to a transport vehicle, a storage container, or a stockpile location approved by the Engineer. Stockpile locations shall be maintained in accordance with the following requirements:

The material shall not contain free liquids that separate readily from the material. The presence or absence of free liquids shall be demonstrated by United States Environmental Protection Agency Method 9095 as modified by Section 66264.314 of Title 22 of the California Code of Regulations (CCR).

The material shall be stored on undamaged 60-mil high density polyethylene or an equivalent impermeable barrier unless the stockpiling location is on a paved surface. If the location is on a paved surface the thickness of the barrier can be reduced to 20-mil high density polyethylene or its equivalent. The dimensions of the barrier shall exceed the dimensions of the stockpile at all times. Any seams in the barrier shall be sealed to prevent leakage.

At the end of each day the material shall be covered with undamaged 12-mil polyethylene or an equivalent impermeable barrier to prevent windblown dispersion and precipitation run-off and run-on. When more than one sheet is required to cover the material, the sheets shall be overlapped a minimum of 0.45 m in a manner that prevents water from flowing onto the material. The cover shall be secured in a manner that keeps it in place at all times. Driven anchors shall not be used except at the perimeter of the stockpile. The cover shall be inspected and maintained in accordance with the requirements of "Water Pollution Control" of these special provisions.

These stockpiling requirements apply to all temporary storage of contaminated material outside of an excavation or a transport container including, but not limited to, staging of excavated material next to the excavation prior to pick up by loading equipment, accumulating material for full transport loads, and awaiting test results required by a disposal facility. After final removal has occurred the Contractor shall be responsible for any cleanup deemed necessary by the Engineer.

All contaminated material on exteriors of transport vehicles shall be removed and placed either into the current transport vehicle, stockpile location, or the excavation prior to the vehicle leaving the site. No contaminated material shall be deposited on public roads. The Contractor shall indemnify the State from any costs due to spillage during the transport of the contaminated or hazardous material to the disposal facility.

Disposal of additional material resulting from the Contractor's option to slope the excavations in lieu of shoring at locations where this is possible or any excavation operations outside structure excavation pay limits shall be at the Contractor's expense. This resultant material shall be treated as either contaminated material or hazardous material if the test results for the location indicate that the material being excavated is contaminated or hazardous.

WATER CONTROL.--The Contractor shall prevent the flow of water, including ground water, from entering any excavation. Such preventative measures may consist of, but are not limited to: berms, cofferdams, grout curtains, freeze walls, and seal course concrete or any combination thereof. If water does enter an excavation, such water, when necessary to proceed with the work, shall be discharged to closed top, water tight, transportable holding tanks. The Contractor shall be responsible for all work and costs involved in providing the tanks and placing the water into the tanks. The filled water tanks will be discharged as directed by the Engineer.

Handling, transportation and discharging of such water as directed by the Engineer will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Nothing in this section "Water Control" will be construed as relieving the Contractor of full responsibility of complying with Section 7-1.16, "Contractor's Responsibility for the Work and Materials", of the Standard Specifications.

MEASUREMENT AND PAYMENT.--The contract price paid per cubic meter for hazardous waste material disposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in contaminated waste material disposal, including loading, transporting, and disposing of contaminated material at a Class II facility, furnishing, installing and removing temporary physical barriers, and providing water control, as specified in the Standard Specifications and these special provisions.

10-1.15 AGGREGATE BASE

Aggregate base shall be Class 3 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 3 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 3 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

At the option of the Contractor, the aggregate for Class 3 aggregate base shall conform to either the 37.5-mm maximum or the 19-mm maximum grading.

Aggregate for Class 3 aggregate base shall be clean and free from organic matter and other deleterious substances and conform to the following requirements:

Grading Requirements (Percentage Passing)

Sieve Sizes	37.5-mm Maximum		19-mm Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	-----	-----
37.5-mm	90 - 100	87 - 100	-----	-----
25-mm	-----	-----	100	100
19-mm	50 - 85	45 - 90	90 - 100	87 - 100
4.75-mm	25 - 45	20 - 50	35 - 60	30 - 65
600-µm	10 - 25	6 - 29	10 - 30	5 - 35
75-µm	2 - 11	0 - 14	2 - 11	0 - 14

Quality Requirements

Tests	Operating Range	Contract Compliance
Sand Equivalent	21 Min.	18 Min.
Resistance (R-value)	-----	50 Min.

10-1.21 SUBGRADE ENHANCEMENT FABRIC

Subgrade enhancement fabric shall be placed where shown on the plans and locations designated by the Engineer in accordance with these special provisions.

Subgrade enhancement fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene.

Subgrade enhancement fabric shall conform to the following:

	Woven	Non-Woven
Weight, Kilograms per Square Meter, Min. ASTM Designation: D3776	0.20	0.20
Grab Tensile Strength, Newton, Min. ASTM Designation: D4632	890	801
Modulus (Tensile Strength at 10% Elongation) Newton, Min. ASTM Designation: D4632	490	—
Elongation at Break, Percent, Maximum ASTM Designation: D4632	35 Max.	50 Min.

Subgrade enhancement fabric shall be furnished in an appropriate protective cover which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain in said cover until installation.

Subgrade enhancement fabric shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications.

The subgrade to receive the fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified in Section 25-1.03, "Subgrade," of the Standard Specifications and these special provisions and shall be free of loose or extraneous material and sharp objects that may damage the fabric during installation.

Subgrade enhancement fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally along the alignment, pulled taut to form a tight wrinkle-free mat.

Adjacent borders of the fabric shall be overlapped a minimum of 450 mm.

The amount of subgrade enhancement fabric placed shall be limited to that which can be covered with aggregate subbase material within 72 hours.

Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. Said piece of fabric shall be large enough to cover the damaged area and provide a minimum 900 mm overlap on all edges.

Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

During spreading and compaction of the aggregate subbase material, vehicles or equipment shall not be driven directly on the fabric. A sufficient thickness of material shall be maintained between the fabric and the equipment to prevent damage to the fabric.

The quantity of subgrade enhancement fabric to be paid for will be measured by the square meter of area covered, not including additional fabric for overlap.

The contract price paid per square meter for subgrade enhancement fabric shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing the fabric, complete in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

**ENGINEER'S ESTIMATE
04-124454**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	074018	HEALTH AND SAFETY PLAN	LS	LUMP SUM	LUMP SUM	
2	019247	CONTAMINATED WASTE MATERIAL DISPOSAL	M3	1800		
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
4	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
5	150805	REMOVE CULVERT	M	89		
6	150820	REMOVE INLET	EA	1		
7	018229	REMOVE AND RESET TRAILERS	LS	LUMP SUM	LUMP SUM	
8	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	
9	190101	ROADWAY EXCAVATION	M3	5370		
10	198200	SUBGRADE ENHANCEMENT FABRIC	M2	5900		
11	260301	CLASS 3 AGGREGATE BASE	M3	880		
12	390102	ASPHALT CONCRETE (TYPE A)	TONN	3580		
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	130		
14	510409	CLASS 1 CONCRETE (MINOR STRUCTURE)	M3	15		
15	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	8		
16	650068	375 MM REINFORCED CONCRETE PIPE	M	200		
17	750001	MISCELLANEOUS IRON AND STEEL	KG	690		
18	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	EA	1		
19	707247	1200 MM PRECAST CONCRETE PIPE MANHOLE	EA	1		

TOTAL BID: _____