

DEPARTMENT OF TRANSPORTATION

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



March 15, 2001

11-SD-94-31.2/31.5
11-176304

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN DIEGO COUNTY NEAR JAMUL FROM LYONS VALLEY ROAD TO 0.3 km EAST OF LYONS VALLEY ROAD.

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 March 29, 2001. The original bid opening date was previously postponed indefinitely under Addendum No. 1 dated March 7, 2001.

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

Project Plan Sheet 9 is deleted.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES", is replaced as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK", the third paragraph is revised to read as follows:

"For clearing and grubbing operations performed between February 15 and August 30 the Contractor shall notify the Engineer in writing 10 days prior to beginning clearing and grubbing operations. Attention is directed to "Biologist" elsewhere in these special provisions regarding nesting birds and clearing and grubbing operations."

In the Special Provisions, Section 10-1.015, "BIOLOGIST", is added after Section 10-1.01, "ORDER OF WORK" as attached.

In the Special Provisions, Section 10-1.03, "TEMPORARY CONCRETE WASHOUT", is replaced as attached.

In the Special Provisions, Section 10-1.20, "CLEARING AND GRUBBING", the following paragraph is added after the third paragraph:

"Tree removal, if required in the vicinity of the reinforced concrete box culvert, and when directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D".

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To Proposal and Contract book holders:

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 confirmed facsimile to all 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

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachments

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work not later than July 1, 2001, after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of **85 WORKING DAYS** beginning on the date that work begins or beginning on July 1, 2001, whichever occurs first.

The Contractor shall pay to the State of California the sum of \$400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The 72 hours advance notice before beginning work referred to in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 5 days advance notice for this project.

10-1.015 BIOLOGIST

A Biologist will be provided by the State for this project.

Attention is directed to "Order of Work," elsewhere in these special provisions regarding providing written notice to the Engineer in advance of clearing and grubbing operations.

The Biologist will verify the presence or absence of nesting birds prior to clearing and grubbing. Any areas found with nesting birds will be excluded by the State. If nesting birds are found within the work area, after the initial exclusion, the Contractor shall cord off the area and cease work in the area. The Contractor shall notify the Engineer immediately. Clearing and grubbing operations shall not be performed in the excluded or corded off areas until the Biologist has determined that nesting is complete.

If in the opinion of the Engineer the Contractor's operations are delayed or interfered with due to nesting birds after July 1, 2001, the State will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

10-1.03 TEMPORARY CONCRETE WASHOUT

Temporary concrete washout shall consist of a commercially available 208 liter drum. Drums may be placed within the project limits only during the hours of construction. Temporary concrete washout facilities shall be maintained daily.

Attention is directed to "Water Pollution Control" elsewhere in these special provisions.

Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete. Concrete waste materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications.

Materials for temporary concrete washout shall become the property of the Contractor and shall be removed from the site of the work each day and disposed of outside of the highway right of way in accordance with section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Temporary concrete washout will be measured by the unit as determined from actual count in place.

The contract unit price paid for temporary concrete washout shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary concrete washout, (including furnishing, placing, maintaining, removing and disposing of concrete waste), as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.