February 12, 2008

ATTENTION: ALL BIDDERS AND PLAN HOLDERS

RE: C 3204 – Barkes Road, Fort Road to Branch Road

ADDENDUM NO. 1

You are hereby notified that the plans and specifications for the above referenced project are amended as explained below.

The Bid Documents are revised as follows:

On page 3, Item No. 8, Item Description is revised to read "UNSUITABLE FOUNDATION EXCAVATION INC. HAUL (Truck Measure)".

On page 3, Item No. 16, Item Description is revised to read "FURNISHING AND PLACING CRUSHED SCREENING 5/8 TO NO. 4", and Approx. Quantity is revised to read "940".

On page 4, Item No. 37, Item Description is revised to read "MONUMENT CASE AND COVER (County Furnished)".

On page 5, Bid Items No. 42 and 43 are deleted.

In order to incorporate the above noted changes into the Bid Documents for this project, remove pages: 3, 4, and 5. Insert pages 3 addendum 1 and 4 addendum 1 into the Bid Documents.

The Contract Specifications are revised as follows:

The Informational Bid Documents are revised as follows:

On page 3, Item No. 8, Item Description is revised to read "UNSUITABLE FOUNDATION EXCAVATION INC. HAUL (Truck Measure)".
On page 3, Item No. 16, Item Description is revised to read “FURNISHING AND PLACING CRUSHED SCREENING 5/8 TO NO. 4”, and Approx. Quantity is revised to read “940”.

On page 4, Item No. 37, Item Description is revised to read “MONUMENT CASE AND COVER (County Furnished)”. 

On page 5, Items No. 42 and 43 are deleted.

Special Provisions are revised as follows:

On page 38, line 33 add “2. Railroad Crossing work”

On page 48, lines 32 through 39 are deleted.

On page 49, lines 1 through 12 are deleted.

On page 58, 2-03.4 Measurement, add a paragraph “The Bid Item Unsuitable Foundation Excavation Incl. Haul shall be made by cubic yard Truck Measure.”

On page 59, 2-09.3(1)D Disposal of Excavated Material is revised to read 2-03.3(7) Disposal of Surplus Material.

On page 63, line 29 is revised to read “Gravel Backfill for Pipe Bedding” shall be measured by the Ton”.

On page 63, lines 41 through 44 are revised to read “When the engineer directs the Contractor to backfill trenches with “Gravel Backfill for Pipe Bedding” payment shall be made by the Contract Bid Item “Crushed Surfacing Top Course” per Ton, which shall include all costs associated with labor, equipment, materials, etc., and no further payment shall be made.

Railroad Crossing Special Provisions:

Delete this section all together.

In order to incorporate the above noted changes into the Contract Specifications for this project:

1) Modify the Informational Bid Documents to reflect the correct information listed above.
2) Remove from the Special Provisions pages: 38, 48, 49, 57, 58, 59 and 63. Insert pages 38 Addendum 1, 48 Addendum 1, 49 Addendum 1, 57 Addendum 1, 58 Addendum 1, 59 Addendum 1 and 63 Addendum 1 into the Special Provisions.
3) Remove the Railroad Crossing Special Provisions altogether from this project.

The Improvement Plans are revised as follows:

On the Summary of Quantities and Schedules Sheet 2,

- Item No. 8, Item Description is revised to read “UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL (Truck Measure)”

- Item No. 16, Item Description is revised to read “FURNISHING AND PLACING CRUSHED SCREENING 5/8 – NO. 4” and Total Quantity is revised to read “940”

- Item No. 28, Item Description is revised to read “BEAM GUARDRAIL ANCHOR BURIED TERMINAL TYPE 1”

Delete from the Item Description “RAILROAD CROSSING WORK” and Items No. 42 and 43 from the Summary of Quantities list.

In order to incorporate the above noted changes to the Improvement Plans for this project:

Modify the Improvement Plans to reflect the correct information listed above.

All bidders shall be required to furnish the Yakima County Engineer with evidence of the receipt of this Addendum. This Addendum shall be incorporated in and made a part of the contract when awarded and formally executed.

[Signature]
Gary Ekstedt, P.E.
County Engineer

PROJECT3204ADDEN 1
This certifies that the undersigned has examined the location of the noted project:

**C 3204 – BARKES ROAD IMPROVEMENT PROJECT**

And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown. Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
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<td>27</td>
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<td>FLAGGERS AND SPOTTERS</td>
<td>800</td>
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</tbody>
</table>

**BID AMOUNT** $ 

**NOTE:** BIDDER MUST COMPLETE PAGE 2 OF BID DOCUMENTS TO CALCULATE THE TOTAL BID.

C 3204 – Barkes Road

Page 4 Addendum 1

Bid Documents
particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.13 Superintendents, Labor and Equipment of Contractor
(May 25, 2006 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.1, it will take these performance reports into account.

1-05.14 Cooperation With other Contractors
(March 13, 1995)
Cooperation With Other Contractors
Section 1-05.14 is supplemented with the following:

Other Contracts Or Other Work
It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

1. Utility Work.
2. Railroad Work.
   No additional payment will be made for this utility coordination work and all costs shall be incidental to the unit contract prices and no further payment shall be made.

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)
The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.
(April 2, 2007)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor’s nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance
1-07.24 Rights Of Way
(October 1, 2005 APWA GSP)

Delete this section in its entirety, and replace it with the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.
The Lump Sum payment for Clearing and Grubbing shall include all costs to clear and grub to the limits staked by the Engineer.

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

Section 2-02.3 of the Standard Specifications is supplemented with the following:

(February 17, 1998)
Removal of Obstructions

The following items shall be removed, disposed of or reset as directed by the Engineer in accordance with the requirements of Section 2-02 of the Standard Specifications:

1. Remove existing conc. cross culvert Sta. 39+80.
2. Remove existing field entrance culvert Sta. 53+97, Lt.

All other items encountered, which are not covered by Section 2-01 of the Standard Specifications (Clearing, Grubbing, and Roadside Cleanup) shall be considered incidental to the bid item “Removal of Structures and Obstructions”.

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Section 2-03.1 of the Standard Specifications is deleted and replaced with the following:

(******)
Any material hauled from the project will be subject to the requirements of the Yakima County Excavation and Grading Ordinance. All sites shall be approved by the Engineer prior to use to ensure compliance with the Excavation and Grading Ordinance and SEPA compliance. All costs incurred by the Contractor to obtain a Grading Permit shall be included in the various Unit Bid Prices, and no further Payment shall be made.

The Yakima County Excavation and Grading Ordinance may be reviewed in the County Engineer’s Office, 4th Floor, Yakima County Courthouse.

2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) of the Standard Specification shall be supplemented with the following:

(******)
All unsuitable foundation excavation shall be removed from the site and hauled to Yakima County’s Branch Pit located in the W ½ of the SE ¼ of the SW ¼ in Section 30, Township 11 N., Range 19 E., W.M., approximately 7 miles east of Barkes Road.
2-03.3(14) Embankment Construction

2-03.3(14)C Compacting Earth Embankments

Compacting embankments and excavations shall be by Method "C" as specified under Section 2-03.3(14)C of the Standard Specifications.

2-03.4 Measurement

Section 2-03.4 of the Standard Specifications is deleted and replaced with the following:

(*****)

Only one determination of the original ground elevations shall be made on this project. Measurement for roadway excavation and embankment shall be based on the original ground elevations recorded previous to the award of this Contract and the alignment, profile, grade, and roadway section as shown on the plans and as staked by the Engineer. Control stakes shall be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

If discrepancies are discovered in the ground elevations which will materially effect the quantities of earthwork, the original computations of earthwork shall be adjusted accordingly.

Earthwork quantities shall be computed either manually or by means of electronic data processing equipment, by use of the average end area method.

Copies of the ground cross-section notes shall be available for the bidder's inspection, before the opening of bids, at the office of the County Engineer. Upon award of the Contract, copies of the original ground cross-sections shall be furnished to the successful bidder on request to the County Engineer.

The Bid Item Unsuitable Foundation Excavation Incl. Haul shall be made by cubic yard Truck Measure.

2-03.5 Payment

Section 2-03.5 of the Standard Specifications is deleted and replaced with the following:

(*****)

The Contract Unit Price for "Roadway Excavation Incl. Haul," per Cubic Yard, shall be full compensation for all labor, equipment, tools, and materials necessary to excavate, load, haul, place, compact, shape, or otherwise dispose of the materials including existing hot mix asphalt pavements, and any other work required to complete this item as specified and no further payment shall be made.

No separate payment shall be made for embankment compaction and all costs to perform this work as required shall be included in the Unit Bid Price per Cubic Yard for "Roadway Excavation Incl. Haul"
SECTION 2-07 WATERING

Section 2-07 is deleted and replaced with the following:

(******)
The Contractor shall be solely responsible for dust control on this project and shall protect the motoring public, adjacent homes, orchards and crops from damage due to dust, by whatever means necessary. The Contractor shall be responsible for any claims for damages and shall protect the County from any and all such claims.

When directed by the Engineer, the Contractor shall provide water for dust control within two hours of such order and have equipment and manpower available at all times including weekends and holidays to respond to orders for dust control measures.

If County forces are required to respond to a dust control problem, the Contractor shall be charged liquidated damages to offset County expenditures. For each time that the County is required to provide dust control measures, the Contractor shall be assessed damages in the amount of $500.00, which shall be deducted from any moneys due the Contractor under this contract.

Payment for water used for dust control, compaction, processing of base course and top course, and other work shall be included in the other Bid Items involved, and no further payment shall be made.

SECTION 2-09 STRUCTURE EXCAVATION

2-09.4 Measurement

Section 2-09.4 the second sentence of the second paragraph is revised to read:

(******)
Measurement will be made from existing ground line to the bottom of the excavation and for the length of the shoring or Extra Excavation Work actually performed.

Section 2-09.4 of the Standard Specification shall be supplemented with the following:

(******)
Structure Excavation Class B for storm sewers and culverts shall not be measured for payment.

2-09.5 Payment

Section 2-09.5 of the Standard Specification shall be supplemented with the following:

(******)
There shall be no separate payment for Structure Excavation Class B. All costs associated with excavation, backfill and compaction of new storm sewer, and culvert trenches shall be included in the lineal foot price of the pipe or concrete box culvert.
When the Engineer directs the Contractor to backfill trenches with "Crushed Surfacing Top Course", payment shall be made by the Contract Bid Item "Crushed Surfacing Top Course" per Ton, which shall include all costs associated with labor, equipment, materials, etc, and no further payment shall be made.

SECTION 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

Section 7-08.2 is supplemented with the following:

(******)
Gravel Backfill for Pipe Bedding 9-03.9(3).

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(******)
Where directed by the Engineer, trenches shall be backfilled to the depth specified by the Engineer with "Crushed Surfacing Top Course".

7-08.4 Measurement

Section 7-08.4 is supplemented with the following:

(******)
"Gravel Backfill for Pipe Bedding" shall be measured by the Ton.

The first sentence of paragraph 4 is deleted and replaced with the following:

Structure Excavation Class B, and Structure Excavation Class B, including haul shall not be measured.

7-08.5 Payment

Section 7-08.5 is supplemented with the following:

(******)
When the Engineer directs the Contractor to backfill trenches with "Gravel Backfill for Pipe Bedding" payment shall be made by the Contract Bid Item "Crushed Surfacing Top Course" per Ton, which shall include all costs associated with labor, equipment, materials, etc., and no further payment shall be made.