September 17, 2009

ATTENTION: ALL BIDDERS AND PLAN HOLDERS

RE: SP 3353 – Cheyne Landfill Cell 2 Expansion Phase I

ADDENDUM NO. 2

You are hereby notified that the plans and specifications for the above referenced project are amended as explained in the attached “ADDENDUM NO. 2” as prepared by R.W. Beck, Inc. dated September 17, 2009.

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.

Gary Ekstedt, P.E.
County Engineer

Projects\3353\Addendum-2.doc

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County’s Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State’s toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.
ADDENDUM NO. 2
PROJECT NO. SP-3353
Cheyne Landfill Cell 2 Expansion Phase 1

September 17, 2009

The items below constitute Addendum No. 2 to the Cheyne Landfill Cell 2 Expansion Phase 1 for Yakima County, Washington.

SECTION 00810 MODIFICATIONS TO GENERAL CONDITIONS

Revise Special Condition SC-6.06 to read:

SC-6.06 Concerning Subcontractors, Suppliers, and Others
Add new paragraphs 6.06.C. and 6.06.D. and 6.06.E. to the General Conditions immediately following paragraph 6.06.B which are to read as follows:

C. The names of all subcontractors with more than 10% of the bid price for contract bids in excess of $250,000 shall be listed as part of the bid or within one hour of the bid submittal time as provided in the Bid Submittal Forms. Failure to comply with this requirement may be cause for rejection of the bid as non-responsive.

D. The contractors, suppliers, other persons and organizations to the employed to perform portions of the Work shall be identified by CONTRACTOR in Section 00430 of the Bidding Documents. See paragraph 6.06.H for Washington Projects.

E. D. CONTRACTOR shall perform with its own organization not less than one-quarter of Contract Price and shall not sublet to one Subcontractor more than one-half of Contract Price without previous written consent of OWNER. After the Effective Date of the Agreement and prior to the beginning of operations of a subcontract, CONTRACTOR may, if approved by OWNER through a Change Order, employ a different subcontractor than was identified by the CONTRACTOR in Section 00430 of the Bidding Documents. In this event, Contract Price shall be reduced by an amount equal to the reduction, if any, in the cost to CONTRACTOR as a result of the change of Subcontractor. See paragraph 6.06.H for Washington Projects.

SECTION 01015 SCHEDULES AND LIQUIDATED DAMAGES

Revise paragraph 1.05.A. to read:

1.05 REQUIRED COMPLETION DATES

A. Substantial Completion: Substantial Completion is defined as completion of all work on the Site, except as noted below, ready for final inspection and final punch list preparation by the Owner. Substantial Completion shall occur no later than 245 calendar days following the start date specified in the Notice to Proceed. Owner intends to occupy and begin making use of the facility on the date of Substantial completion.
1. The Owner will determine which days can be considered as unworkable as a result of abnormal weather. In order for the Owner to determine unworkable days, the Contractor shall demonstrate that conditions listed in Article 12 of the Standard General Conditions of the Construction Contract and the Specifications are satisfied and:

   a. The abnormal weather must actually cause a delay to the completion of Work that is on the critical path of the Contractor’s schedule. The delay must be beyond the control and without the fault or negligence of the Contractor.

SECTION 01027 APPLICATION FOR PAYMENT

Revise paragraph 1.03 to read:

1.03 PREPARATION OF APPLICATIONS

   A. Present required information in typewritten form.
   
   B. Execute certification by signature of authorized officer.
   
   C. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

   1. Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment as recommended by Engineer within 30 days of receiving Contractor’s payment invoice during construction as provided in paragraphs a. and b. below. All such payments will be in accordance with measurements in Section 01370 and the number of units completed.

      a. Progress Payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02.D of the General Conditions.

         1) 95 percent of Work completed (with the balance being retainage).

         2) 95 percent (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02.A of the General Conditions).

      b. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as
recommended by Engineer as provided in said paragraph 14.07, except for retainage specified to be withheld for landscaping work.

D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

E. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

F. Prepare Application for Final Payment as specified in Section 01700.

SECTION 01050 FIELD ENGINEERING

Revise paragraph 3.02 A. to read:

3.02 PERFORMANCE

A. Working from bench marks provided by Owner, establish additional benchmarks and markers to set lines and levels as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated—or recognized tolerances plus or minus three (3) inches in any direction. Do not scale Drawings to determine dimensions.

SECTION 01370 MEASUREMENT AND PAYMENT

Revise paragraph 1.05.A.12. to read:

1.05 MEASUREMENT AND PAYMENT

12. Excavation, Incl. Haul and Stockpile:

a. Excavation, Incl. Haul and Stockpile shall be measured per cubic yard, in place, prior to excavation. Quantities shall be computed based on Volume by Survey.

In May 2009, Yakima County conducted an aerial survey of Cheyne Landfill. From this aerial survey, the Owner will prepare an electronic digital terrain model of the areas to be excavated, including Cell 2 Phase I, Stormwater Pond, and other. The Contractor shall be responsible for surveys during Excavation for Progress Billing Summary Reports during work. After completion of the excavation operations, a final aerial survey will be conducted, and a completed project electronic digital terrain model shall be prepared by the Owner. The difference in calculated volume between the two models, in cubic yards, shall be used to determine final pay quantities. A copy of the electronic models shall be made available to the Contractor upon request.

b. The unit contract price per cubic yard for Excavation, Incl. Haul and Stockpile shall constitute full compensation for excavating,
dewatering, if required, disposal of dewatering fluids, loading, hauling, stockpiling, compaction, and any other activities necessary to accomplish the Work, in accordance with Section 02300 – Earthwork.

e. The Owner will not pay more than 80% of this total bid item until final survey by Owner is completed.

SECTION 02300 EARTHWORK

1.01 SUMMARY

B. Related Sections:

6. Section 02230. Site Clearing

3.04 STOCKPILE

Revise paragraph 3.04 to read:

A. Clear, grub and strip stockpile area as specified in Section 02230 – Site Clearing.

B.A. Stockpile shall be constructed to the grades and within the boundaries shown on the Drawings. Contractor shall not stockpile material in any location not shown on the Drawings without the prior consent of the Owner.

C.B. Contractor may create temporary stockpile areas on-site within the limits of construction to facilitate Contractor’s work sequence. Such temporary stockpiles shall not be located within the limits of the existing landfill, shall not exceed 12 feet in height, or have side slopes steeper than 1 to 1, and shall be protected from erosion using specified temporary erosion and sediment control measures specified in Section 02370. Locate temporary stockpile areas so as not to interfere with the stormwater drainage. Temporary stockpile areas will be at no expense to the Owner.

D.C. Compact in accordance with Section 2-03.3(14)C of the Standard Specifications, using Method C except that the minimum acceptable degree of compaction shall be not less than 85% of the given material’s laboratory maximum density as determined per ASTM D 1557.

E.D. Comply with all restrictions and controls on maintenance of the stockpile area as specified on the Drawings.

F.E. Care shall be taken to prevent the contamination or deterioration of all stockpiled materials during construction, storage and handling:

SECTION 02900 LANDSCAPING

Delete paragraph 2.03:

2.03 SEED-MULCH-AND-TACKIFIER
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A. Cellulose: Wood pulp or similar organic material evenly dispersed and suspended when agitated with water. Weight: 10 by 18 by 35 inches shall have a gross air dry weight of 50 pounds.

1. Mulch shall be applied at a rate of 21,000 pounds per acre. The Contractor shall follow the manufacturer’s recommended quantities of mulch in pounds to the tank capacity in gallons. One thousand pounds per acre of mulch shall be included in the slurry of seed, fertilizer and water and applied to the areas to be seeded. The remaining 1,000 pounds per acre of mulch shall be applied in a separate operation immediately following the first application.

B. Stabilizing emulsions: Non-toxic to plants or animals, non-staining to concrete surfaces, miscible with all available water at time of mixing and application.

C. Dispersing agents may be added at Contractor’s option, provide that the additive is not harmful to the mixture.

D. Taskifer shall be J-Tas or approved alternate.

CONTRACT DRAWINGS

G-3, Sheet 4 of 15. Revise Note 13 to read: CONTRACTOR VEHICLES AND EQUIPMENT SHALL OBSERVE THE FOLLOWING SPEED LIMITS IN LANDFILL OPERATIONS AREAS WHEN NO SPEED LIMIT IS POSTED:

C-4 and C-5, Sheets 10 and 11 of 15, Remove and replace with the attached revised drawings.

The engineering material and data contained in this Addendum No. 2 were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.

[Signature]

Prepared by:
Stephen C. Baumgart, P.E.
Senior Project Manager

Minor wording modifications incorporated into this document by Yakima County Public Services prior to issuance.