



## ADDENDUM TO THE CONTRACT

for

### IRWIN AND RHEINHARDT STREETS RECONSTRUCTION

Contract No. E12-164

**ADDENDUM NO.:** ONE

**CURRENT BID OPENING DATE:**

January 20, 2012  
2:00 p.m. Local Time

**PREVIOUS ADDENDA:** NONE

**ISSUED BY:**

City and Borough of Juneau  
ENGINEERING DEPARTMENT  
155 South Seward Street  
Juneau, Alaska 99801

**DATE ADDENDUM ISSUED:**

January 13, 2012

The following items of the Contract are modified as herein indicated. All other items remain the same.

#### **PROJECT MANUAL**

Item No. 1 SECTION 01025 – MEASUREMENT AND PAYMENT, Article 2.5, MINING AREA RESTORATION AND ROAD CLEANING GUARANTEE. **Replace** Paragraphs C and D with the following:

- C. The Contractor shall be responsible for restoration of their mining area in accordance to the conditions of the material source used and mining plan submitted. If the Contractor fails to perform the required mining area restoration, the CBJ may hire outside forces to perform the work and deduct the cost from this contingent sum item.
- D. Release of final payment for Mining Area Restoration and Road Cleaning Guarantee will be made upon determination of completeness by the ENGINEER after deduction of OWNER incurred costs for necessary road cleaning and / or mining area restoration not completed by the CONTRACTOR.

Item No. 2 SECTION 01570 – EROSION CONTROL, **replace** in its entirety with the following:

#### **SECTION 01570 – EROSION CONTROL**

##### **PART 1 - GENERAL**

##### **1.1 THE REQUIREMENT**

- A. The CONTRACTOR shall provide for erosion control during construction in accordance with the requirements of the Alaska Department of Environmental Conservation (ADEC). All sedimentation

from on-site drainage shall be caught on-site.

- B. The WORK under this section includes providing all labor, materials, tools and equipment necessary to construct and maintain temporary erosion control works; including but not limited to, wattles, silt fences, silt containment booms, settling ponds, check dams, ditches, etc.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Materials shall be suitable for the intended use and perform effectively to control silt and surface erosion. All materials shall remain the property of the CONTRACTOR.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. The CONTRACTOR shall install temporary erosion control structures and devices as necessary and/or as directed by the ENGINEER. They shall be maintained in effective operating condition at all times. Catch basin silt screens, silt fences and any other silt collection devices shall be cleaned whenever they have become half-filled with silt or debris, and other items shall be cleaned, repaired, or replaced as necessary. Prior to completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.
- B. Temporary erosion control structures shall remain in place until the project is completed and replaced by permanent erosion control WORK, protected by final stabilization or until the ENGINEER approves their removal.
- C. The CONTRACTOR shall be responsible for meeting the requirements of all permits (including permits naming the OWNER, or other parties); therefore, shall be responsible for the quality of the run-off water from the Project site and for any fine and penalties resulting from the construction operation.
- D. The CONTRACTOR is responsible to prepare, submit and maintain a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Alaska Construction General Permit (CGP) to ADEC that is in accordance with their construction methodologies and sequences.
  - 1) For projects disturbing greater than 1 Acre, this requirement shall include submission of a Notice of Intent (NOI) to ADEC and
- E. The CONTRACTOR shall submit to the ENGINEER Erosion and Sediment Control Plan, a copy of the NOI and documentation of their submittal of the SWPPP to ADEC, prior to beginning any WORK at the Project site. WORK at the Project site will not be permitted until approval of this plan has been obtained from the governing agency or agencies.



- F. The CONTRACTOR shall submit NOT (Notice of Termination) at completion of the WORK and removal of all SWPPP items.

Item No. 3 SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 – EXECUTION, Article 3.13, Acceptance Sampling and Testing, **replace** the following paragraph:

- K. For each lot of asphalt pavement produced, at least two (2) samples shall be taken by the CONTRACTOR for purposes of acceptance testing by the OWNER. The CONTRACTOR shall split the sample with the OWNER to retain a portion for their own use. The sample shall be taken according to proper sampling methods, from the asphalt pavement on the grade.

Based on the averaged results of the acceptance testing, a deduction from the asphalt pavement pay item may be made at the following amounts:

**#200 Sieve:** the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the job mix design tolerance, not exceeding 6% maximum, of the percent passing the #200 sieve.

**Asphalt Content:** the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the allowable job mix design asphalt content tolerance. The allowable asphalt content tolerance for this Contract shall be +/- 0.4% of the target job mix design asphalt content and shall not exceed the asphalt oil content limits specified in this Contract.

The pay deductions for exceeding the job mix design tolerances do not constitute acceptance of a mix that does not meet the specifications. Further acceptance testing will be performed to determine if the asphalt pavement specifications have been met. No payment for asphalt pavement will be made for asphalt pavement exceeding job mix design tolerances, or not meeting asphalt pavement specifications, until additional testing determines whether the asphalt pavement meets all other specifications.

For the purposes of this Contract, one lot of asphalt pavement is defined as 500 tons, or a single day's asphalt pavement production of at least 100 tons.

By: 

Jennifer Mannix, CBJ Contract Administrator

Total number of pages contained within this Addendum: 3