

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

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*Flex your power!
Be energy efficient!*

September 14, 2011

12-Ora-57-12.2/15.2

12-0F0404

Project ID 1200000109

Addendum No. 4

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN ANAHEIM FROM 0.3 MILE SOUTH OF KATELLA AVENUE UNDERCROSSING TO 0.3 MILE NORTH OF LINCOLN AVENUE OVERCROSSING.

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 Thursday, September 22, 2011.

This addendum is being issued to revise the Project Plans and the Notice to Bidders and Special Provisions, and an addition to the Information Handout.

Project Plan Sheets 2, 33, 120, 152, 183, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, and 435 are revised. Copies of the revised sheets are attached for substitution for the like-numbered sheets.

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

In the Special Provisions, Section 5-1.09, "FORCE ACCOUNT PAYMENT," subsection "Non-Subcontracted Force Account Payment," the third paragraph is revised as follows:

"Full compensation for overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity for time-related overhead conforming to the provisions in "Time-Related Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor."

In the Special Provisions, Section 5-1.14, "SUPPLEMENTAL PROJECT INFORMATION," is revised as attached.

In the Special Provisions, Section 5-1.18, "NONHIGHWAY FACILITIES (INCLUDING UTILITIES)," is revised as attached.

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In the Special Provisions, Section 5-1.19, "RELIEF FROM MAINTENANCE AND RESPONSIBILITY," is deleted.

In the Special Provisions, Section 10-1.17, "TIME-RELATED OVERHEAD," is revised as attached.

In the Special Provisions, Section 10-1.20, "MAINTAINING TRAFFIC," the two tables after the seventh paragraph are revised as follows:

Katella Avenue Undercrossing (Widen)
Bridge Number 55-0401
(Katella Avenue)

	Number	Width	Height
Vehicle Openings	<u>2</u>	<u>36'</u>	<u>15'</u>
Pedestrian Openings	<u>1</u>	<u>5'</u>	<u>7'</u>
	Location	Spacing	
Falsework Pavement Lighting	<u>R</u>	<u>10'</u>	

(Width and Height in feet)
(R = Right side of traffic. L = Left side of traffic)
(C = Centered overhead)

Douglass Overhead (Widen)
Bridge Number 55-0337
(Cerritos Avenue)

	Number	Width	Height
Vehicle Openings	<u>1</u>	<u>56'</u>	<u>15'</u>
Pedestrian Openings	<u>1</u>	<u>4'</u>	<u>7'</u>
	Location	Spacing	
Falsework Pavement Lighting	<u>R</u>	<u>10'</u>	

(Width and Height in feet)
(R = Right side of traffic. L = Left side of traffic)
(C = Centered overhead)"

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In the Special Provisions, Section 10-1.20, "MAINTAINING TRAFFIC," Chart No. 1 is revised as attached.

In the Special Provisions, Section 10-1.48, "JOINTED PLAIN CONCRETE PAVEMENT," subsection "MATERIALS," sub-subsection "Joint Seal," is deleted.

In the Special Provisions, Section 10-2.03, "EXISTING HIGHWAY IRRIGATION FACILITIES," subsection "CHECK AND TEST EXISTING IRRIGATION FACILITIES," the fifth paragraph is deleted.

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," subsection "ELECTRIC AUTOMATIC IRRIGATION COMPONENTS," sub-subsection "Conductors," the seventh paragraph is deleted.

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," subsection "IRRIGATION SYSTEMS FUNCTIONAL TEST," the fourth paragraph is deleted.

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," subsection "TESTING NEW BACKFLOW PREVENTERS," the third paragraph is deleted.

To Bid book holders:

Attached is a copy 'SC Edison Consent to Use Letter' that should be included in the Information Handout.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid 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 addendum and attachments are available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/12/12-0F0404

If you are not a Bid 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,

for Ch. Meher Shahi

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

Attachments

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

The 1st working day is the earlier of (1) the 55th day after contract approval or (2) the day you start work other than the measurement of controlling field dimensions or the location of utilities.

Do not start work at the job site until the Engineer approves your submittal for:

1. Storm Water Pollution Prevention Plan (SWPPP)
2. Notification of Dispute Resolution Advisor (DRA) or Dispute Review Board (DRB) nominee and disclosure statement as specified in Section 5-1.15, "Dispute Resolution," of the Standard Specifications

You may enter the job site only to measure controlling field dimensions and locating utilities. Do not start other work activities until all the submittals from the above list are approved and the following information is submitted:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.
3. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

You may start work at the job site before the 55th day after contract approval if:

1. You obtain required approval for each submittal before the 55th day
2. The Engineer authorizes it in writing

The Department grants a time extension if a delay is beyond your control and prevents you from starting work at the job site on the 1st working day.

Complete the work within 520 working days.

5-1.14 SUPPLEMENTAL PROJECT INFORMATION

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the Information Handout	-Aerially Deposited Lead (ADL) Investigation Report -Materials Report – Proposed Widening of Northbound SR-57, From Katella Avenue to Lincoln Avenue. -Foundation Report for Proposed Widening of Katella Avenue UC (Bridge No. 55-0401) -Foundation Report for Proposed Widening of Douglass OH (Bridge No. 55-0337) and Protection Wall -Foundation Report for Proposed Retaining Wall No. 55E0111 at Abutment 3 of Ball Road OC (Bridge No. 55-0524) -Foundation Report for Proposed Retaining Wall No. 55E0112 at Abutment 3 of Wagner Avenue OC (Bridge No. 55-0515) -Foundation Report for Proposed Retaining Wall No. 55E0113 at Abutment 3 of South Street OC (Bridge No. 55-0516) -Foundation Report for Proposed Retaining Wall No. 55E0110 at Abutment 3 of Lincoln Avenue OC (Bridge No. 55-0525) -Geotechnical Design Report for Retaining Wall Nos. 275 and 293 -Procedure out of Service Pipe Removal – Kinder Morgan -Kinder Morgan Oil Pipe Requirement -SC Edison Consent to Use Letter
Available for inspection at the District Office	3347 Michelson, Suite 100, Irvine, CA 92612
Available as specified in the Standard Specifications	Bridge as-built drawings
Available at: http://www.dot.ca.gov/hq/esc/oe/weekly_ads/index.php	Cross sections

5-1.18 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation		
Utility	Location	Date
12KV oh Electrical Line (City of Anaheim)	Parallel and between UPRR Rail line and Cerritos Ave At approximately Station 291+25 "A" Line	December 2011
OH Time Warner Communications	Parallel and between UPRR Rail line and Cerritos Ave At approximately Station 291+25 "A" Line	December 2011

To allow pile driving, drilling activities, or subsurface construction, the utility owner will rearrange the utilities shown in the following table during construction activities. No other utility will be rearranged or temporarily deactivated before or during construction activities for this purpose unless you make arrangements with the utility owner. Notify the Engineer at least 30 days before the interfering utilities are to be rearranged. The Engineer notifies the utility owners.

Utility Rearrangement for Pile Driving, Drilling Activities, or Subsurface Construction	
Utility	Location
Abandoned 10" Oil Pipe (Kinder Morgan)	Parallel and between UPRR Rail line and Cerritos.

The utilities shown in the following table may interfere with pile driving, drilling activities, or subsurface construction, but the utility owner will not rearrange them. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

Utilities Not Rearranged for Pile Driving, Drilling Activities, or Subsurface Construction	
Utility	Location
12" CIP Water Line (City of Anaheim)	Katella Avenue
16" HP Oil (Kinder Morgan)	Douglass Avenue
12 kv OH Electrical Line (City of Anaheim) (Proposed)	Parallel and between UPRR Rail line and Cerritos Ave At approximately Station 291+25 "A" Line
UG Time Warner Communications (Proposed Location)	In Cerritos Ave At approximate Station 291+25 "A" Line, running parallel approximately 3' south of northerly curb and gutter.
12 kv OH Electrical Line (Southern California Edison- SCE)	Parallel to the Retaining Wall No. 293. From approximately Station 292+50 "A" to 305+00 "A"
220 kv OH Electrical Line (Southern California Edison- SCE)	Parallel UPRR Rail line and Cerritos, from approximately Station 292+00 "A" to 294+00 "A"

**Chart No. 1
Freeway Lane Requirements**

County: Orange	Route/Direction: 57 Northbound and Southbound												PM: 12.2 to 15.2													
Closure Limits: NB Route 57 from Katella Avenue off-ramp to Lincoln Avenue on-ramp																										
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mondays through Thursdays	1	1	1	1	1	3	S																	S	3	2
Fridays	1	1	1	1	1	3	S																	S	3	2
Saturdays	1	1	1	1	1	2	3	4	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	3	2
Sundays	1	1	1	1	1	2	3	4	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	3	2

Legend:

1 Provide at least one through freeway lane open in direction of travel

2 Provide at least two adjacent through freeway lanes open in direction of travel

3 Provide at least three adjacent through freeway lanes open in direction of travel

4 Provide at least four adjacent through freeway lanes open in direction of travel

S Right shoulder closure is allowed

Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS: Northbound and Southbound work shall not be simultaneously

10-1.17 TIME-RELATED OVERHEAD

The Contractor will be compensated for time-related overhead as described below and in conformance with "Force Account Payment" of these special provisions. The Contractor will not be compensated for time-related overhead for delays to the controlling operations caused by the Engineer that occur prior to the first working day, but will be compensated for actual overhead costs incurred, as determined by an independent Certified Public Accountant audit examination and report.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

The provisions in Section 9-1.08D(2)(b), "Overhead Claims," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract. Time-related overhead shall not apply to subcontractors of any tier, suppliers, fabricators, manufacturers, or other parties associated with the Contractor.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead associated with a reduction in contract time for an accepted VECP under Section 4-1.035B, "Value Engineering Change Proposal," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased quantity of time-related overhead exceeds 149 percent of the number of working days specified in the verified Bid Item List, the Contractor shall, within 60 days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.

Independent Certified Public Accountant's audit examinations shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. Audit examinations and reports shall determine if the rates of field office overhead and home office overhead are:

- A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Within 20 days of receipt of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract item payment rate for time-related overhead, in excess of 149 percent of the number of working days specified in the verified Bid Item List, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.04, "Extra Work Performed by Specialists," of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report to verify actual overhead costs incurred prior to the first working day shall be entirely borne by the Contractor.

The quantity of time-related overhead to be paid will be measured by the working day, designated in the verified Bid Item List as WDAY. The estimated number of working days is the number of working days, excluding days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. The quantity of time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date, and which satisfy any of the following criteria:

- A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
 2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
 3. Suspensions ordered due to factors beyond the control of and not caused by the State or the Contractor, for which the Contractor is granted non-working days.
 4. Other suspensions that mutually benefit the State and the Contractor.
- B. Adjustments of contract time granted by the State set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

A delay to the controlling operation may be concurrent and any of the following:

1. Nonexcusable: A nonexcusable delay is caused by the fault, nonperformance, or deficiency of the Contractor, subcontractors of any tier, or suppliers. The days during a nonexcusable delay are working days. No time or payment adjustment for a nonexcusable delay is allowed.
2. Excusable: An excusable delay is caused by factors beyond the control and without the fault of the State or the Contractor. The days during an excusable delay are non-working days.
3. Compensable: A compensable delay is caused solely by the fault, deficiency, error, omission, or change made by the State. A time adjustment and a payment adjustment for the actual cost without markup or profit are allowed.

A concurrent delay occurs when 2 or more separate delays overlap partially or entirely. A nonexcusable delay concurrent with either an excusable or a compensable delay is a nonexcusable delay. An excusable delay concurrent with a compensable delay is an excusable delay.

The quantity of time-related overhead is only adjusted as a result of a compensable delay and is not adjusted as a result of either a nonexcusable or an excusable delay.

An approved time impact analysis submitted as specified in "Progress Schedule (Critical Path Method)" of these special provisions is used to determine the type and duration of a delay.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract price paid per working day for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of the independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by subcontractors of any tier, suppliers, fabricators, manufacturers, and other parties associated with the Contractor shall be considered as included in the various items of work and as specified in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

For the purpose of making progress payments pursuant to the provisions in Section 9-1.07, "Progress Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of the work, will be paid for upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

- A. The contract item price.
- B. Twenty percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.08, "Payment After Contract Acceptance," of the Standard Specifications.