

**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF ENGINEERING SERVICES**  
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**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
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April 20, 2007

03-Gle-5-R0.0/R20.0  
03-1E6904

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in GLENN COUNTY IN AND NEAR WILLOWS FROM THE COLUSA COUNTY LINE TO 0.2 MILES NORTH OF COUNTY ROAD 28.

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 April 24, 2007.

This addendum is being issued to revise the Special Provisions.

In the Notice to Contractors and Special Provisions, in the "IMPORTANT SPECIAL NOTICES," the following Special Notice is added:

"Attention is directed to Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions regarding beginning of work restrictions."

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

In the Special Provisions, Section 10-1.143, "TEMPORARY CRASH CUSHION MODULE," is added as attached.

In the Special Provisions, Section 10-1.14, "PORTABLE CHANGEABLE MESSAGE SIGN," subsection "COLD PLANE ASPHALT CONCRETE PAVEMENT," the fifth paragraph is replaced as follows:

"Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. A drop off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic."

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the third paragraph is deleted.

In the Special Provisions, Section 10-1.14, "PORTABLE CHANGEABLE MESSAGE SIGN," the following Section is added after the fifth paragraph:

**"10-1.145 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions."

Addendum No. 1  
Page 2  
April 20, 2007

03-Gle-5-R0.0/R20.0  
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In the Special Provisions, Section 10-1.145, "EXISTING HIGHWAY FACILITIES," subsection "COLD PLANE ASPHALT CONCRETE PAVEMENT," the ninth paragraph is replaced as follows:

"The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be stockpiled at the mandatory and optional disposal sites. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer."

To Proposal and Contract book holders:

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 CONTRACTORS section of the Notice to Contractors 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 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. A copy of this addendum is available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

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

JODY JONES  
District 3 Director

Attachments

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

The first working day is the later of the following:

1. The fifteenth day after contract approval
2. The fifth day after the 2007/2008 fiscal year Budget Act becomes law
3. July 1, 2007

No work shall be performed on this project before July 1, 2007 unless budget capacity becomes available in the 2006/2007 fiscal year Budget and the Engineer and Contractor have mutually agreed on a start date following contract approval.

If the 2007/2008 fiscal year Budget Act does not become law by August 1, 2007 and no work on the contract has been performed, the Contractor may elect to terminate the contract at no cost to the State. This election to terminate will not prejudice the Contractor's performance and payment securities or its rights to participate in future bidding for the project. If the Contractor elects to terminate the contract as provided, notification of the termination shall be submitted by U.S. Postal Service certified mail with return receipt and certificate of mailing to:

Office Engineer  
Department of Transportation  
1727 30th Street, MS 43  
Sacramento, CA 95816

The notification shall be postmarked before the effective date the 2007/2008 fiscal year Budget Act becomes law.

The work shall be diligently prosecuted to completion before the expiration of **105 WORKING DAYS**.

The Contractor shall pay to the State of California the sum of \$12,500 per day for each day's delay in finishing the work in excess of the number of working days specified above.

Work performed in conformance with the contract after July 1, 2007 will be considered authorized work and will be paid for as provided in the contract when the 2007/2008 fiscal year Budget Act becomes law and the contract is approved.

The Department will notify the Contractor when the 2007/2008 fiscal year Budget Act becomes law.

### **10-1.143 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", and "Order of Work" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:
  - 1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
  - 1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501
2. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintesresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205
  - 2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
  - 2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in pounds for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.