

**DEPARTMENT OF TRANSPORTATION**

DES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
**This document is intended for informational purposes only.**

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.

December 19, 2003

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

Addendum No. 4

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in THE CITY AND COUNTY OF SAN FRANCISCO AT YERBA BUENA ISLAND.

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 January 13, 2004.

This addendum is being issued to revise the Project Plans and the Notice to Contractors and Special Provisions.

Project Plan Sheets 7, 41, 50, 51, 52, 53, 54, 57, 62, 63, and 70 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 2-1.02C, "SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION AND REPORTING," is replaced with Section 2-1.02C, "DISADVANTAGED BUSINESS ENTERPRISE, SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION," and is added as attached.

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," the first sentence of the second paragraph is revised as follows:

"Bids will be compared on the basis of the total of all items for each Alternative Bid submitted."

In the Special Provisions, Section 5-1.01, "WORKING DRAWINGS," the second paragraph is revised as follows:

"Working drawings shall be submitted to the following location:

Office of the Resident Engineer, Contract 04-0120E4  
333 Burma Road  
Oakland, CA 94607"

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

In the Special Provisions, Section 5-1.12, "PROJECT INFORMATION," subsection "INFORMATION HANDOUT," subsection "District Materials Information," the following items are added to the list of items in the second paragraph:

- "G. Drilling reports for Contract 04-0120C4, 9/26/03 through 10/06/03.
- H. Underground Classification No. C151-075-04T, by the Division of Occupational Safety and Health, Mining and Tunneling Unit, December 10, 2003.
- I. Sample Advance Payment Bond form for partial payments referenced in "Payments" of these special provisions.
- J. Sample First Demand Bank Guarantee form for partial payments referenced in "Payments" of these special provisions.
- K. Forms for monthly reporting of Disadvantaged Business Enterprise, Small Business and Disabled Veteran Business Enterprise participation."

In the Special Provisions, Section 5-1.14, "MONITORING," is deleted.

In the Special Provisions, Section 5-1.19, "AREAS FOR CONTRACTOR'S USE," is revised as attached.

In the Special Provisions, Section 5-1.25, "PAYMENTS", the last two paragraphs are revised as follows:

"Attention is directed to Section 2-1.104, "Alternative Bids," and Section 3, "Award and Execution of Contract," of these special provisions. If the contract is awarded based upon a bid pursuant to "Engineer's Estimate, Alternative 1, Foreign Steel and Iron Alternative," the following shall apply: For the purpose of making partial payments for plate steel and fabricated elements for structural steel fabricated and stored outside the United States pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications, the total amount of \$30,000,000 for each monthly pay estimate shall be deemed to be the maximum value which will be recognized for progress payment purposes, until such material is brought into the United States.

If the contract is awarded based upon a bid pursuant to "Engineer's Estimate, Alternative 1, Foreign Steel and Iron Alternative," the successful bidder shall furnish a bond or first demand bank guarantee to secure the value of potential partial payments for plate steel and fabricated elements for structural steel fabricated and stored outside the United States pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications. The bond or first demand bank guarantee shall be in a sum equal to at least \$30,000,000, and shall, at a minimum, match the terms of the sample bond or first demand bank guarantee forms provided in "Project Information" elsewhere in these special provisions. The Contractor shall certify to the Engineer in writing that the proposed bonding company or bank complies with these special provisions. The bonding company shall be licensed to do business in the State of California, and shall be certified to write a \$30,000,000 bond by the United States Department of the Treasury. The bank shall have United States operations with a minimum rating of "A-" by either AM Best or Standard & Poor. All alterations, extensions of time, extra and additional work, and other changes authorized by these special provisions or any part of the contract may be made without securing the consent of the surety of the bond or the bank."

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

In the Special Provisions, Section 10-1.07, "TRANSPORTATION FOR THE ENGINEER," the eighth paragraph is revised as follows:

"The Contractor shall provide insurance coverage under the Federal Longshoremen's and Harbor Workers Compensation Act, the Jones Act and the Marine Act with respect to work performed from, or by use of, vehicles on any navigable water of the United States, including liability insurance for watercraft operations. The insurance coverage shall contain a combined single limit of at least \$50,000,000 per occurrence and \$50,000,000 aggregate. At the option of the Contractor, liability insurance for watercraft operations may be covered under a separate Protection and Indemnity policy."

In the Special Provisions, Section 10-1.09, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)," subsection "TIME IMPACT ANALYSIS" is revised as follows:

"TIME IMPACT ANALYSIS

When the Contractor requests a time adjustment due to contract change orders or delayed activities or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the impact of each change or delay to the current contract completion date or milestone completion date, utilizing the current accepted schedule. Each Time Impact Analysis shall include a schedule update (an accepted schedule with a data date within the previous month of the event) reflecting the "before conditions" and schedule revision reflecting the "after condition", both with the same data dates, demonstrating how the Contractor proposes to incorporate the change order or delay into the current schedule. The schedule revision shall include the sequence of activities and any revisions to the existing activities to demonstrate the impact of the delay, or change into the schedule. The Time Impact Analysis shall also include proposed mitigation measures or work around including but not limited to alternate work calendars, re-sequencing of other activities, or performing work activities out-of-sequence to minimize the impact of the change order or the delayed activities.

Each Time Impact Analysis shall demonstrate the estimated or actual time impact based on the events of delay, the estimated or actual date of the contract change order work performance, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the current schedule in effect at the time the change or delay was encountered.

Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the critical path of activities from the time of actual delay, or from the time the contract change order work is performed. Mitigation measures shall be included in the analysis. The TIA shall also consider the use of State owned float as a mitigation measure. Time extensions will not be granted nor will delay damages be paid unless:

- A. The delay is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and
- B. The delay extends the actual performance of the work beyond the currently approved contract completion date.
- C. The delay impacts a fabrication or construction activity – delays to the Contractor's submittal or shop drawing process must impact a successor fabrication or construction activity. The Time Impact Analysis shall be based on the impact to fabrication or construction activities.

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

Time Impact Analyses shall be submitted within 15 days after the delay occurs or after initiation of the contract change order. The schedule files will be submitted on electronic medium along with the Time Impact Analysis, which shall include a narrative description of the delay, its impact on contract completion or milestone dates and proposed mitigation measures. Mitigation measures utilized to minimize the impact of the change order or delay shall include but are not limited to work around, re-sequencing of work, alternate work calendars, increased resources, expedited procurement and use of State owned float.

A response to each Time Impact Analysis by the Engineer will be made within 15 days after receipt of the Time Impact Analysis. The Engineer's review shall utilize actual data unless it is appropriate to use estimated data. Resolution of each Time Impact Analysis by the Engineer shall be completed after all effects of the disruption are documented, which may include mitigation measures. A copy of the Time Impact Analysis accepted by the Engineer shall be returned to the Contractor and the accepted schedule revisions illustrating the impact of the contract change orders or delays shall be incorporated into the project schedule during the first update after acceptance. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other method to determine adjustments in contract time."

In the Special Provisions, Section 10-1.24, "PILING," subsection "GENERAL," the following paragraphs are added after the last paragraph:

"Attention is directed to "Project Information" of these special provisions for reference to a preliminary Underground Classification issued by the Division of Occupational Safety and Health, Mining and Tunneling Unit per California Code of Regulations Title 8 Division 1, Chapter 4, Subchapter 20 (Tunnel Safety Orders). This classification shall be considered applicable to all piles. The Contractor shall comply with the Tunnel Safety Orders with regard to any underground construction, including but not limited to the conditions stated on the Classification.

The Contractor, as the employer and the owner's agent, is responsible for making all arrangements necessary to perform underground construction, including but not limited to holding pre-job safety conferences and providing notifications to the Division of Occupational Safety and Health Mining and Tunneling Unit. The Contractor shall notify the Engineer not less than 20 days prior to any worker entry into any location that the Tunnel Safety Orders classify as a tunnel or shaft. The Department will obtain additional gas classifications as needed by the Contractor.

Prior to the start of any construction activities, the Contractor shall designate, in writing to the Engineer, the on-site Safety Representative who is qualified to recognize hazardous conditions and is certified by the Division of Occupational Safety and Health.

Full compensation for complying with the requirements of the Tunnel Safety Orders shall be considered as included in the contract prices for the various items of work involved and no additional compensation will be allowed therefor."

In the Special Provisions, Section 10-1.24, "PILING," subsection "MATERIALS," subsection "Construction," the last paragraph is deleted.

In the Special Provisions, Section 10-1.26, "CONCRETE STRUCTURES," subsection "MASS CONCRETE," the third paragraph is revised as follows:

"The Contractor shall control the internal and surface temperature of mass concrete during curing in accordance with the Thermal Control Plan specified herein. Temperature modeling and temperature monitoring shall be required for the placement of mass concrete. The maximum internal temperature of the mass concrete once placed shall not exceed 65°C, and the maximum temperature difference between any surface of the mass concrete and the calculated hottest point shall be controlled as described in the Thermal Control Plan."

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

In the Special Provisions, Section 10-1.26, "CONCRETE STRUCTURES," subsection "MASS CONCRETE," subsection "Thermal Control Plan," in the third paragraph, Item 2 is deleted and Item 1 is revised as follows:

"1) If the maximum internal temperature of the mass concrete once placed exceeds 65°C, but remains less than 70°C, the concrete in that placement will be accepted and the Contractor shall pay to the State \$100 for each in place cubic meter of concrete."

In the Special Provisions, Section 10-1.27, "NONSHRINK GROUT," subsection "PLACEMENT," is revised as follows:

"PLACEMENT

The nonshrink grout placed between the piles and the pile sleeves shall be placed in a dry condition. The holes through the pile steel shell and sleeve at the top and bottom of the pile/sleeve connector plates shall be sealed prior to grout placement. At the option of the Contractor, pumping or tremie methods of placement will be permitted, subject to successful demonstration of the placement method.

Prior to placing nonshrink grout in the annulus between the permanent steel casing and the rock formation at Pier 1, the Contractor shall demonstrate the proposed placement method. Prior to filling the annulus, the Contractor shall verify that the annulus is clear of drill cuttings and other debris."

In the Special Provisions, Section 10-1.31, "STEEL STRUCTURES," subsection "ERECTION PLAN," Item B of the second paragraph is revised as follows:

"B. Details of attachments to each section for transportation and lifting including location, bolting, welding and removal procedures. Bolt holes shall be located at least 500 mm from the pile sleeves and web plates. Bolt holes in the flanges of the E2 footing will not be permitted."

In the Special Provisions, Section 10-1.31, "STEEL STRUCTURES," subsection "ERECTION PLAN," the fifth paragraph is revised as follows:

"After erection, all lifting attachments shall be removed. Additional bolt holes used for transportation and lifting need not be filled. Removal of welds shall not damage the permanent steel structure materials. All remaining welds shall be ground flush and damaged areas shall be repaired in accordance with the requirements of ANSI/AASHTO/AWS D1.5. Areas of damaged paint shall be cleaned and painted as specified in "Clean and Paint Structural Steel," of these special provisions."

To Proposal and Contract book holders:

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.

Addendum No. 4  
Page 6  
December 19, 2003

04-SF-80-13.4,13.8  
04-0120E4  
ACBRIM-080-1(094)N

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are 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

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

Attachments

## **2-1.02C DISADVANTAGED BUSINESS ENTERPRISE, SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION**

### **REPORTING**

Contractors, subcontractors, suppliers and service providers who qualify are requested to apply for certification as a "Small Business" or a "Disabled Veteran Business Enterprise" by submitting an application to the Department of General Services, Office of Small Business and DVBE Certification, 707 3rd Street, West Sacramento, CA 95605 Telephone No. (916) 375-4940 or (800) 559-5529.

Attention is directed to the provisions of the Small Business Procurement and Contract Act, Government Code Section 14835 et seq., and Title 2, California Code of Regulations, Section 1896 et seq. regarding certification as a Small Business, and the provisions of Military and Veterans Code Section 999 et seq. and Title 2, California Code of Regulation, Section 1896.60 et seq. regarding certification as a Disabled Veteran Business Enterprise.

By Executive Orders Nos. D-37-01 and D-43-01, the Governor has declared that the policy of the State is to promote the use and participation of Small Businesses and Disabled Veteran Business Enterprises in the State contracting process. The Executive Orders seek pursuit of an annual 25 percent Small Business participation level, and the statutory 3 percent Disabled Veteran Business Enterprise participation level. Because this project involves Federal funding, the State Small Business preference and the State Disabled Veteran Business Enterprise goal do not apply. However, the Department desires to encourage the highest possible participation of Small Businesses and Disabled Veteran Business Enterprises to achieve the goals as stated in the Executive Orders.

It is requested that the Contractor provide, on a monthly basis, and within 30 days of contract acceptance, reports summarizing the participation of State certified Small Businesses and Disabled Veteran Business Enterprises used in the performance of this contract. For each report submitted to the Engineer, the Contractor will receive \$2,500. To qualify for payment, each report shall include form SFOBB-2402S. The amount paid for submitting each report shall include full compensation for doing all the work involved in preparing and submitting the report, including accounting, tracking, maintaining, and reporting certified Small Business and Disabled Veteran Business Enterprise use.

It is also requested that the Contractor provide, on a monthly basis, reports summarizing the participation of Disadvantaged Business Enterprises used in the performance of this contract. For each report submitted to the Engineer, the Contractor will receive \$2,500. To qualify for payment, each report shall include form SFOBB-2402F. The amount paid for submitting each report shall include full compensation for doing all the work involved in preparing and submitting the report, including accounting, tracking, maintaining, and reporting Disadvantaged Business Enterprise use. This payment does not apply to the final DBE summary report specified in the special provisions.

### **MEETINGS**

In addition to the requirements of these special provisions, it is requested that the Contractor designate an officer responsible for monitoring activities related to DBEs, Small Business, and DVBEs.

The Contractor's officer shall present a report at a quarterly meeting to be conducted at the locations, dates and times designated by the Engineer. The meeting will be hosted by the Department and conducted with officers from the other SFOBB East Span Replacement project contractors and representatives of the community.

The format of the report shall include a status of the project work, a summary of the reported participation of DBEs, Small Business, and DVBEs as shown on the monthly reports since the last quarterly meeting report, and a summary of the anticipated participation in the upcoming project work.

For each quarterly meeting that the officer attends and presents the quarterly report, the Contractor will receive \$5,000. The amount paid for attending and presenting the reports shall include all markups, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing and presenting the reports, including copies of the reports, as specified in these special provisions and as directed by the Engineer.

### **5-1.19 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvement," of the Standard Specifications and these special provisions. Attention is directed to the requirements of Section 10-1.06, "Cooperation" of these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of the State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk. The State shall not be held liable for the damage to or loss of materials or equipment located within these areas.

No area is available at the Port of Oakland Pier 7 for use by the Contractor.

Access to the Contractor's area at the east end of YBI will pass through areas designated for use by Contracts 04-0120P4, 04-0120Q4 and 04-0120R4. Access through these areas will be available to the Contractor, however, access must be coordinated with the Engineer and other Contractors.

The Contract 04-0120F4 contractor will require access through the Contractor's work area at the east end of YBI. Such access will be coordinated by the Engineer with the 04-0120F4 Contractor and this Contractor. The Contractor shall maintain clear access on Torpedo Factory Road and to the south and east of Building 262 at all times.

The area within the right of way from 70 meters east of the Pier T1 centerline to 70 meters west of the Pier E2 centerline shall be available for use by others as provided on the plans.

Contract 04-012024 will be conducting marine operations in areas adjacent to and within the contract limits. Contractor marine operations shall be coordinated with the Engineer and Contract 04-012024 contractor, in addition to requirements specified elsewhere in these special provisions.

The Contractor's access to and from the work area may be limited by the closures of the Westbound and Eastbound YBI on-ramps to I-80, Westbound and Eastbound YBI off-ramps from I-80, Macalla Road, Torpedo Factory Road and Southgate Road during the contract period. The Contractor will have access to the work during these closures via posted detours.

Toll plaza parking lots shall not be used for the Contractor's employees private vehicles and the Contractors equipment and vehicles.

The Contractor shall remove the equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies and shall leave the areas in a presentable condition, in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for storage of plant, equipment, and materials, or for other purposes if sufficient area is not available to the Contractor within the contract limits.