

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

1727 30th Street MS-43

P.O. BOX 168041

SACRAMENTO, CA 95816-8041

FAX (916) 227-6214

TTY 711

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April 25, 2012

04-SF-80-12.6/13.9

04-0120T4

Project ID 0400000027

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN THE CITY AND COUNTY OF SAN FRANCISCO FROM THE YERBA BUENA TUNNEL TO 1.3 KM EAST OF THE YERBA BUENA TUNNEL.

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 Tuesday, September 25, 2012.

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

Project Plan Sheets 1, 83, 84, 85, 456, 536, and 540 are revised. Copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Notice to Bidders, the tenth paragraph is revised as follows:

"Complete the Designated Portion of Work within the number of working days bid. Do not bid more than 610 working days for the Designated Portion of Work. "

In the Notice to Bidders, the eleventh paragraph is revised as follows:

"Complete all work, which includes the Designated Portion of Work, within 1120 working days."

In the Notice to Bidders, the twelfth paragraph is revised as follows:

A mandatory prebid meeting is scheduled for this project at 10:00 am, on June 14, 2012, at Treasure Island, Casa De La Vista, 271 Avenue of the Palms, San Francisco, CA 94130.

In the Special Provisions, Section 2-1.02, "MANDATORY PREBID MEETING AND SITE TOUR," is revised as attached.

In the Special Provisions, Section 2-1.025, "ACCESS TO PROJECT SITE," is added as attached.

04-SF-80-12.6/13.9
04-0120T4
Project ID 0400000027

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

In the Special Provisions, Section 5-1.10, "FORCE ACCOUNT PAYMENT," the seventh 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 5-1.13, "SUPPLEMENTAL PROJECT INFORMATION," is revised as attached.

In the Special Provisions, Section 5-1.27, "AREAS FOR CONTRACTOR'S USE," is revised as attached.

In the Special Provisions, Section 5-1.31, "ACCESS TO PROJECT SITE," is deleted.

In the Special Provisions, Section 10-1.36, "TIME-RELATED OVERHEAD," is revised as attached.

In the Special Provisions, Section 10-1.42, "MAINTAINING TRAFFIC," the fourteenth paragraph is revised as follows:

"Attention is directed to "Areas for Contractor's Use," of these special provisions for access using the existing bridge."

In the Special Provisions, Section 10-1.53, "EXISTING HIGHWAY FACILITIES," the following paragraph is added after the third paragraph:

"Attention is directed to "Supplemental Project Information," of these special provisions, regarding underwater debris. Underwater debris, within the project limits, at the bottom of the bay, has been mapped and is shown in "Phase I Archaeological Survey Report - Maritime Archaeology", "Addendum Archaeological Survey Report - Maritime Archaeology," and "San Francisco-Oakland Bay Bridge East Span Underwater Debris Diagram, dated May 2001." Full compensation for removal of underwater debris (shown in said reports) that is in conflict with construction work shown shall be considered as included in the prices paid for the various items of work involved, and no additional compensation will be allowed therefor."

Addendum No. 1
Page 3
April 25, 2012

04-SF-80-12.6/13.9
04-0120T4
Project ID 0400000027

In the Bid book, in the "Bid Item List," Item 4 is revised as attached.

To Bid book holders:

Replace page 5 and 18 of the "Bid Item List" in the Bid book with the attached revised page 5 and 18 of the Bid Item List. The revised Bid Item List is to be used in the bid.

Attached is a copy of 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.

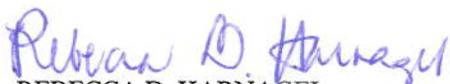
Inform subcontractors and suppliers as necessary.

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/04/04-0120T4

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,



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

Attachments

2-1.02 MANDATORY PREBID MEETING

The Department will conduct a mandatory prebid meeting, which includes networking session, for this contract. The purpose of the meeting is to provide small businesses and disabled veteran business enterprises (DVBES) the opportunity to meet and interact with prospective bidders and increase participation in the performance of contracts.

Site visit will not be offered as part of the prebid meeting. However, the Department will conduct up to two scheduled group site visits for prospective bidders, in accordance with "Access to Project Site," of these special provisions.

Prospective bidders must attend the mandatory prebid meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting. The Department will not accept bids from bidders who do not attend the mandatory prebid meeting.

A sign-up sheet will be used to identify all prospective bidders including name and title of the company representative attending the mandatory prebid meeting. The Department may hold a single prebid meeting for more than one contract. Make sure you sign the sign-up sheet for the contract you intend to bid on. If bidding multiple contracts, sign each sign-up sheet for each contract you intend to bid on.

The successful bidder will be required to report small businesses hired to work on this contract as a result of the mandatory prebid meeting.

Prospective bidders are encouraged to pre-register to confirm their attendance by contacting the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

2-1.025 ACCESS TO PROJECT SITE

There will be up to two scheduled group site visits for this project. Prospective bidders may make arrangements to visit the project site through one of these group site visits by contacting the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

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

The 1st working day is the 55th day after contract approval.

Do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until the Engineer approves your submittal for:

1. Baseline Progress Schedule (Critical Path Method)
2. Storm Water Pollution Prevention Plan (SWPPP)
3. Notification of Dispute Review Board (DRB) nominee and disclosure statement

In addition to the above submittals, do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until you submit:

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.

The second through fourth paragraphs, inclusive, and the first sentence of the fifth paragraph of Section 8-1.06, "Time of Completion," of the Standard Specifications shall not apply. A working day is defined as any day, with no exceptions.

Complete the work, which includes the Designated Portion of Work, within 1120 working days.

Liquidated damages for completion of all work are \$20,000 per day starting on the 1st day after exceeding 1120 working days.

Designated Portion of Work is defined as all structural, roadway, electrical and mechanical work required to remove the cantilever bridge superstructure from approximately 125 meters west of the Pier E3 center line to Pier E1, remove Pier E1 to approximately elevation 45, remove the temporary bypass structure from Pier E1 to Bent 45A, complete the eastbound On-ramp, the bike path, the bike path landing and Southgate Road as shown on the plans in accordance with the Stage Construction plans Stage 1 through Stage 3 Phase 2. The Designated Portion of Work shall be diligently prosecuted to completion before the expiration of number of days bid starting on January 1, 2014.

Bids in which the number of working days bid for completion of the Designated Portion of Work exceed 610 days are considered non-responsive and will be rejected.

Liquidated damages are \$30,000 per day starting on the 1st day after exceeding the number of working days bid for completion of the Designated Portion of Work.

5-1.13 SUPPLEMENTAL PROJECT INFORMATION

Supplemental project information attached to the project plans are:

1. Log of Test Borings

Supplemental project information included in the Information Handout, and Information available for Inspection are:

INFORMATION HANDOUT

Structure Information Handout

1. San Francisco-Oakland Bay Bridge Design Criteria, dated July 15, 2002 by T. Y. Lin International/Moffatt & Nichol Engineers, a Joint Venture
2. Mass Concrete Report dated January 25, 2001 by Ric Maggenti, P.E. Materials & Research Engineer of Caltrans
3. Appendix to Mass Concrete Report: Mass Concrete Pours at Dublin 580/680 Interchange
4. Test Method for Coefficient of Linear Thermal Expansion of Concrete, dated June 1, 1988
5. Notification of California Department of Transportation Qualification Requirement for Ultrasonic Testing Personnel Form
6. Recommendations of CEB-FIP Model Code 1978 for Concrete Structures
7. NCHRP Report 402
8. Integrated Shop Drawing (ISDs) for EB On-Ramp
9. SFOBB Cantilever Truss Inspection Reports
10. Cantilever Truss Original Construction Sequence
11. Eye-Bar Condition Survey
12. SFOBB East Span Design Specifications – Superstructure Circa 1933
13. SFOBB East Span Cantilever Construction Sequence Photographs (1935/1936)
14. Updated Foundation Recommendation for Temporary EB On-Ramp, Yerba Buena Island, SFOBB
15. Existing Bridge Modification Contract 4011 Resident Engineers Report on Deck Paving –East Bay July 19 1963 (Testing Reports and Contract Specifications)
16. Existing Bridge Modification Contract 4030 Resident Engineers Report on Steel Work –East Bay Sept 18 1963 (Testing Reports and Contract Specifications)
17. Original Bridge Caltrans Journal Article – Closure of Gap April 1936 (Original Construction Sequence)
18. Original Bridge Contract 4 & 4A East Bay Substructure January 11 1935 (Contract Specifications)
19. Original Bridge Contract 5 Yerba Buena Crossing March 28 1933 (Contract Specifications)
20. Original Bridge Contract 7 Superstructure East Bay Crossing Final Report March 24 1937 (Material Specifications and Testing Reports)
21. Original Bridge Contract 7 Superstructure East Bay Crossing Specifications March 8 1933 (Contract Specifications and Cantilever Erection Procedure)
22. Original Bridge Tests of Heavy Riveted Joints – Second Progress Report (1936)
23. Original Bridge Tests of Heavy Riveted Joints – Special Report on Manganese Steel Specimens (1936)
24. Original Bridge Tests on Riveted Tension Members and Their Connections (1934)

Geotechnical Information Handout

1. Pile Installation Demonstration Project (PIDP) Geotechnical Report: Main Text & Appendices
2. Ground Motion Report: Main Text and Appendices
3. Final Marine Geophysical Survey Report:

Volume-1, Main Text and Appendices
Volume-2, Maps
4. Final Marine Geotechnical Site Characterization Report:

Volume-1, Main Text and Illustrations. Volume-2A through Volume-2H
5. Phase-I Subcontractor Reports - Preliminary Geotechnical Site Characterization:

Volume-1 through Volume-4
6. Phase-II Subcontractor Reports - Preliminary Geotechnical Site Characterization:

Volume-1 through Volume-3
7. Final Yerba Buena Island Geotechnical Site Characterization Report:

Volume-1, Main Text, Volume-2 through 4
8. Geotechnical Foundation Report for the Yerba Buena Island Approach and Self-Anchored Suspension Bridge
9. Geotechnical Report for Design and Construction of Retaining Walls No. 51 and 50A, YBITS#1, Eastern Tunnel Approach (Goat) Slopes, Yerba Buena Island (YBI)
10. Geotechnical Report for Design and Construction of Retaining Walls No. 50, 52, 53, and 55, YBITS#1, Eastern Tunnel Approach (Goat) Slopes, Yerba Buena Island (YBI)
11. Analysis and Design Procedures for Pile Foundations Supporting Temporary Towers Skyway Structures: Main Text & Appendices dated March 2001
12. Revised Final Oakland Shore Approach Geotechnical Site Characterization Report, dated March 2001: Volumes 1, 2A, 2B, 3, and 4
13. Geotechnical Foundation Report for South-South Detour (04-0120R4) Contract
14. Supplemental Geotechnical Data for Design and Construction of Foundations in Eastern Tunnel Approach Slopes, SFOBB, Yerba Buena Island
15. Subsurface Items Constructed in YBITS Advance and Detour work
16. Foundation Report for Access Stairway and Guard Booths, YBI Approach Structure
17. Foundation Recommendation for Shoring Wall, YBI W7 Drainage CCO #75
18. Supplement to Foundation Report for Access Stairway and Guard Booths, YBI Approach Structure
19. Supplement No. 2 to Foundation Report for Access Stairway and Guard Booths, YBI Approach Structure
20. 1920 Geology Reports
21. 1930 Boring Logs for Original Bay Bridge

District Information Handout

1. Permits, Letters and Agreements, including, but not limited to:
 - 1.1. California Department of Fish and Game (CDFG), Incidental Take Permit No 2081-2001-021-03, Issued November 19, 2001 and Amendments.
 - 1.2. California Regional Water Quality Control Board (RWQCB), Issued January 23, 2002 and RWQCB Order 01-120, Issued October 17, 2001
 - 1.3. United States Army Corps of Engineers (ACOE), Permit No 023013-S, issued December 04, 2001 and Letters of Modification
 - 1.4. San Francisco Bay Conservation Development Commission (BCDC), Permit 8-01, Issued November 20, 2001, and Amendments
 - 1.5. United States Coast Guard, (USCG), Bridge Permit, Bridge Permit No 3-01-11, Dated December 11, 2001
 - 1.6. United States Fish and Wildlife Service (USFWS), Biological Opinion, issued October 29, 2001
 - 1.7. National Marine Fisheries Service (NMFS), Biological Opinion, Issued October 30, 2001, all Supplemental Biological and Conference Opinions
 - 1.8. National Marine Fisheries Service (NMFS), Incidental Harassment Authorizations, and Letters of Authorization
 - 1.9. USCG License No. DTCG-Z71111-03-RP-010L and DTCG Z7111-03-RP-002L dated December 2002, and USCG License No. HSCG-Z71111-09-RP-060L dated July 2009
 - 1.10. Memorandum of Agreement Between the United States Coast Guard and the Department dated June 21, 2001
 - 1.11. Memorandum of Agreement among the Federal Highway Administration, United States Coast Guard, CSHP, and ACHP for the SFOBB project, dated June 2002

The latest versions of environmental permits can be found at the following website:

www.biomitigation.org

2. San Francisco-Oakland Bay Bridge East Span Underwater Debris Diagram, dated May 2001
3. SFOBB East Span Survey Information, Control Diagram Dated December 30, 2002
4. USCG Private Aid to Navigation Sample Application Form
5. Geotechnical & Material Report for YBI
6. Site Investigation Report, SFOBB East Span Seismic Safety Project, Yerba Buena Island," Geocon, June 2001
7. Supplemental Site Investigation Report, Yerba Buena Island Duct Bank," Geocon, March 2007
8. Ground Penetration Report No. 6488-01, GEO Vision, November 2006
9. Historical Maps (1917, 1932, 1933)
10. Construction Vibration Monitoring Field Data Form
11. Plot Map titled, Pier 7-Area for Contractor's Use, Quitclaim Easement Deed, and Settlement Agreement
12. Pedestrian Turnstile Installation Manual
13. Contract No. 04-0120Q4 As-Built Plans, regarding USCG guard booth and reinforced concrete canopy, and existing soldier pile retaining wall
14. Pier E1 As-Built Plans
15. USCG Gabion Wall As-Built Plans
16. USCG Parking Canopy As-Built Plans
17. USCG Guard Booth (Entrance Canopy) As-Built Plans
18. Interim Seismic Retrofit-East Bay Cantilever Truss (Contract No. 04-043004)
19. Cantilever Structure-Lower Chord Damage Repair (Contract No. 04-035104)
20. Reconstruction Steel Work East Bay
21. Storm Water Information Handout
22. Bird Management Plan for Bridge Dismantling
23. Underground Classifications No. C091-075-11T (dated February 18, 2011), and Nos. C157-075-11T thru C158-075-11T
24. Archaeological Survey Reports
 - 24.1. Phase 1 Archaeological Survey Report- Maritime Archaeology, September 1999
 - 24.2. Addendum to Archaeological Survey Report-Maritime Archeology, December 6, 1999
 - 24.3. Addendum to Archaeological Survey Report-Maritime Archeology, March 2000
 - 24.4. Addendum to Archaeological Survey Report-Maritime Archeology, August 17, 2000
25. Correspondence with United States Custom Service regarding Jones Act and use of crane/barge, 2002 and 2005
26. Amendment to Pier 7 Settlement Agreement

CONTRACT NO. 04-0120T4

REVISED PER ADDENDUM NO. 1 DATED APRIL 25, 2012

INFORMATION AVAILABLE FOR INSPECTION

Items available for inspection, upon written request, at the office of the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone (510) 286-5209 are as follows:

1. Final Environmental Impact Statement/California Environmental Quality Act (CEQA) Statutory Exemption and Record of Decision
2. Order No. 01-100, NPDES General Permit No. CAG912002 from SFRWQCB
3. Cross sections are available in electronic copy in pdf format
4. Soil samples and rock cores
5. Referee samples equal blend of Federal Standard colors No. 27925 and No. 27880
6. Referee samples of Federal Color No. 26099, "Charcoal Gray" and Federal Color No. 26440, "Light Gray", regarding polyester concrete overlay for the bike path.
7. SFOBB East Span, Bridge No. 33-0025 and 33-0006 As-Built Plans.
8. Temporary Bypass Structure, Bridge No. 34-0006 TEMP As-Built: Viaduct, East Tie In, and West Tie In (Phase I and II)
9. Original Bridge and Existing Bridge Modification Shop Drawings
10. South South Detour Viaduct Bridge 33_0006 (Temp) Shop Drawings

As-built plans of the existing San Francisco-Oakland Bay Bridge East Span, Bridge No. 33-0025 and 33-0006 are available for inspection, upon written request, at the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209, and fax number (510) 622-1805. Requests shall be made on company letterhead and shall include the information requested, the purpose for the information (include contract or permit numbers), and contact information.

When a request to review, inspect, or copy as built plans is approved by the Duty Senior, the Contractor shall provide photo identification and fill and sign a "Confidentiality Agreement Form" with the Department.

The "Confidentiality Agreement Form" is available at the following Internet address:

http://www.dot.ca.gov/hq/esc/confidentiality_agreement.pdf

When the Contractor's work is finished, the Contractor shall return all obtained as-built plans back to the office of Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, California 94612, fax number: (510) 622-1805, email: duty_senior_district04@dot.ca.gov, telephone (510) 286-5209.

5-1.27 AREAS FOR CONTRACTOR'S USE

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

The Contractor shall coordinate with others in conforming to "Cooperation," of these special provisions.

Access to all areas shall be permitted by others as directed by the Engineer, and local streets Macalla Road and Northgate Road on Yerba Buena Island, and Burma Road in Oakland shall be open to traffic at all times.

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. The highway right of way shall be used only for purposes that are necessary to perform the required work. Area for others and for Contractor's use shall conform with the areas shown on the plans, and as specified in these special provisions.

Availability of Areas for Others' Use

Others	Areas for Others' Use	Date
04-0120S4	Area PR	Until January 1, 2014
04-0120F4	Area FP	Until January 1, 2014
04-0120F4	Area FT	Until January 1, 2014
04-3A6404	Area TA1	After June 1, 2014
	Area TA2	After June 1, 2014
	Area TA3	After June 1, 2014
	Area A	After January 1, 2014

Access to Area TA1 after June 1, 2014 shall be permitted to allow the Contractor to complete Stage 5 and Stage 6 work as directed by the Engineer.

Availability of Areas for Contractor's Use

Contract	Areas for Contractor's Use	Date
04-0120T4	Area TA1	From January 1, 2014 to June 1, 2014
	Area TA2	From January 1, 2014 to June 1, 2014
	Area TA3	From January 1, 2014 to June 1, 2014
	Area T	After January 1, 2014
	Area CG	After January 1, 2014

Area CG: will not be available for the Contractor's storage of materials and equipment unless otherwise approved by both the USCG and the Engineer.

Attention is directed to "Supplemental Project Information," and "Permits, Licenses, Agreements, and Certifications," of these special provisions. Access to Area CG to perform work as shown on the plans shall be coordinated with both the USCG and the Engineer.

It is anticipated that the existing San Francisco-Oakland Bay Bridge (East Span, Br. No. 33-25) will be closed over Labor Day weekend of year 2013: the upper deck from Bent 23 to Bent 39 will be demolished by others, and the new Bay Bridge opened to public traffic by others.

The Contractor will have access onto the existing Bay Bridge to commence dismantling of the bridge removal, portion (Cantilever Truss) after the opening of the new Bay Bridge to public traffic.

CONTRACT NO. 04-0120T4
REVISED PER ADDENDUM NO. 1 DATED APRIL 25, 2012

The Contractor may use the existing SFOBB East Span (Br. No. 33-0025), for hauling materials to and from the project site from Oakland, through an 8 meter wide access route through the existing eastbound Route 80 detour to the existing Maintenance Road and Burma Road:

1. Entire bridge (upper and lower deck) for a period of 360 days, beginning from the first day of the San Francisco-Oakland Bay Bridge (Br. No. 34-0006 R/L) open to traffic over Labor Day weekend of year 2013.
2. 8 meter wide path of the existing bridge (lower deck) , after 360 days, for an additional 180 days with a written approval from the Engineer.

The Contractor will have no further access on or to the closed existing San Francisco-Oakland Bay Bridge East Span (Br. No. 33-0025) from Oakland after 540 days, beginning from the first day of the San Francisco-Oakland Bay Bridge (Br. No. 34-0006 R/L) open to traffic.

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 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 damage to or loss of materials or equipment located within these areas.

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

Port of Oakland Pier 7

The Department intends to occupy and make available to contractors portions of Port of Oakland Pier 7. The use of Pier 7 will expire on April 17, 2015 as specified in "Amendment to Pier 7 Settlement Agreement", which is available in "Supplement Project Information," of these special provisions..

Attention is also directed to "Supplemental Project Information," for reference to plot map titled, "Pier 7 Area for Contractor's Use," "Settlement Agreement regarding Burma Road Easement and Pier 7 Temporary Construction Easement," and the "Quitclaim Easement Deed."

Portions of Pier 7 are currently occupied by others. Referring to the areas identified on the information handout "Pier 7 Areas for Contractor's Use," space on the pier is expected to be made available to the Contractor at no rental cost, on or before the following schedule:

Area 4: At 04-0120T4 contract award

Areas not available to the 04-0120T4 Contractor or designated as "Caltrans" shall not be used by the Contractor except for access via Burma Road and as otherwise permitted by the Engineer in writing.

By using the area provided at Pier 7, the Contractor agrees to the following terms of usage:

1. The Contractor may only use the designated areas for work exclusive to the 04-0120T4 contract for the following purposes only:
 - 1.1. Administration offices and parking for employees of the Contractor
 - 1.2. Storage of material
2. The Contractor shall agree to accept the property on an "as is" basis. The Contractor shall not call on the Department to make any improvements or repairs on the property, but the Contractor hereby specifically covenants and agrees to keep the property including furnishings and equipment, in good order and condition.
3. The Contractor shall comply with the terms of the contract as well as all State laws and local ordinances concerning said property and the use thereof.

CONTRACT NO. 04-0120T4
REVISED PER ADDENDUM NO. 1 DATED APRIL 25, 2012

4. The Department or its agents shall at all times have the right to enter the property for purposes of inspection of the property and to serve or to post thereon any notice required or permitted by law for protection of any right or interest of the Department.
5. The Contractor shall be responsible for coordinating with other contractors with regard to water access along the pier.
6. Prior to occupying an area of the pier, the Contractor shall conduct a survey of the property, including photos, describing the current condition of the property and submit the survey for the approval of the Engineer. Along with the survey, the Contractor shall submit for the information of the Engineer a site map identifying the planned uses of the property. Material storage sites shall be identified and shown on the site map and a listing of all materials used and stored on the property, or transported to and through the pier shall be included. Material Safety Data Sheets for the hazardous materials stored on the property shall be submitted to the Engineer.
7. The Contractor shall comply with the provisions in "Water Pollution Control," of these special provisions. The Contractor shall not commit, suffer, or permit the accumulation of waste on the property and shall provide an adequate number of garbage and trash receptacles in clean condition and good repair.
8. In no case shall the Contractor cause or allow the deposit or disposal of hazardous materials on the property. The Contractor shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the property during the Contractor's period of use and possession as owner, operator or occupier of the property. The Contractor shall also be responsible for any cleanup and decontamination on or off the property necessitated by such materials or waste.
9. There is limited additional utility capacity available at Pier 7, including but not limited to, power, telecommunications, and sewer capacity. The public water source on the pier is being used at its full capacity. The Contractor shall develop his own water source, and shall not use the public water source. The Contractor shall investigate the other utility capacity to support the needs of any use of the pier. The Contractor shall pay when due all water, electric, gas, and other lighting, heating, power, and charges accruing or payable in connection with said property, during the term of use.
10. At the expiration of the term, the Contractor shall quit and surrender possession of the property and its appurtenances to the Department in as good order and condition as the property was delivered to the Contractor, reasonable wear and tear and damage by the elements excepted.
11. The Contractor shall not encumber, assign, or sublet the pier 7 property in any manner whatsoever.
12. The Department will not keep the property insured against fire or any other insurable risk, and the Contractor will make no claim of any nature against the Department by reason of any damage to the Contractor's property in the event it is damaged or destroyed by fire or by any other cause.
13. Indemnification: The Contractor shall indemnify, defend and hold harmless the Department, its officers, agents and employees to the same extent as required by Section 7-1.12A of the Standard Specifications.
14. Liability and Property Damage Insurance: Insurance shall conform to the requirements of Section 7-1.12B of the Standard Specifications.
15. Hazardous substances may be present on the property in the areas shown as Environmentally Sensitive Areas (ESAs) as shown on the plot map titled "Pier 7 – Area for Contractor's Use" and in all drainage inlets. The Contractor shall have no permanent anchorage or occupation on or near these potentially hazardous materials locations and shall vacate said areas within 48 hours notice of the Engineer. The Contractor shall cooperate and coordinate with the Department, or its agents or contractors or third parties, including, but not limited to the City of Oakland, the United States Department of the Army and the California Department of Toxic Substances Control in the remediation of said potentially hazardous materials locations. It is expected that any necessary hazardous material remediation of hazardous materials locations by others may occur during the duration of contract 04-0120T4 and that the Contractor may be required to vacate minor portions of the pier around the potentially hazardous materials locations to facilitate access.

The Department reserves the right to terminate the Contractor's use of pier 7 or take other appropriate action at no cost to the Department, if the terms of the above usage agreement are not complied with. Provided that the terms of the above usage agreement are complied with, should the Department order the Contractor to vacate significant portions of Pier 7 early, the additional relocation costs as directed by the Engineer will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. The Contractor shall be responsible for all costs related to occupying and operating at Pier 7 including, but not limited to, compliance with the above usage agreement terms, utility connections, maintenance and operational cost of utilities, improvements needed for intended use including use of the crane, relocation of occupation or operations to facilitate hazardous material remediation, and cost related to vacate and restore property to original conditions at the termination of the occupancy agreement.

10-1.36 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 9-1.08, "Adjustment of Overhead Costs," 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 cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," 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 Engineer's Estimate, 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 Engineer's Estimate, 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 9-1.03B, "Work Performed by Special Forces or Other Special Services," 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 Engineer's Estimate 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 extensions of time in conformance with the provisions of the third paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications.
 - 4. Other suspensions that mutually benefit the State and the Contractor.
- B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
- C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

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 partial payments pursuant to the provisions in Section 9-1.06, "Partial 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 9-1.07, "Payment After Acceptance," of the Standard Specifications.

BID ITEM LIST

04-0120T4

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	043670	ESTABLISH MARINE ACCESS	LS	LUMP SUM	LUMP SUM	
2	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	
3	022834	DOCUMENT DATA MANAGEMENT SYSTEM ELECTRONIC DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
4	070018	TIME-RELATED OVERHEAD	WDAY	1120	1120	
5	022835	CONTRACTOR SUPPLIED BIOLOGIST	LS	LUMP SUM	LUMP SUM	
6	022836	TRANSPORTATION FOR ENGINEER	LS	LUMP SUM	LUMP SUM	
7	022837	ENGINEER'S INSPECTION FACILITY	LS	LUMP SUM	LUMP SUM	
8	022838	TEMPORARY SHUTTLE VAN	LS	LUMP SUM	LUMP SUM	
9	022839	TEMPORARY FENCE (TYPE CL-2.4, BLACK VINYL-CLAD WITH BARBED WIRE EXTENSION ARM)	M	480		
10	071325	TEMPORARY FENCE (TYPE ESA)	M	1,530		
11	043671	SHORING TOWERS	LS	LUMP SUM	LUMP SUM	
12	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	
13	074018	HEALTH AND SAFETY PLAN	LS	LUMP SUM	LUMP SUM	
14	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
15	022840	TURBIDITY CONTROL	LS	LUMP SUM	LUMP SUM	
16	074022	DEWATERING AND NON-STORM WATER DISCHARGE CONTROL	LS	LUMP SUM	LUMP SUM	
17	074028	TEMPORARY FIBER ROLL	M	8,230		
18	074029	TEMPORARY SILT FENCE	M	2,720		
19	074031	TEMPORARY GRAVEL BAG BERM	M	1,700		
20	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	8		

BID ITEM LIST

04-0120T4

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
261	022906	FIBER OPTIC SPLICE CLOSURE	EA	6		
262	022907	FIBER OPTIC CABLE (12-FIBER INDOOR/ OUTDOOR)	M	690		
263	022908	FIBER OPTIC CABLE (72-FIBER INDOOR/ OUTDOOR)	M	240		
264	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	
265	022909	50 MM GAS PE PIPE	M	190		
266	022910	100 MM GAS PIPE	M	70		
267	022911	INSTALL FIRE HYDRANT	EA	1		
268	022912	BASKETBALL AND VOLLEYBALL COURT	LS	LUMP SUM	LUMP SUM	
269	994425	BENCH	EA	2		
270 (F)	994650	BUILDING WORK	LS	LUMP SUM	LUMP SUM	
271	994901	TRASH RECEPTACLE	EA	1		
272	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID FOR ITEMS:

\$ _____

TOTAL BID FOR TIME FOR DESIGNATED PORTION OF WORK:

_____ X \$24,000.00 = \$ _____

WORKING DAYS BID FOR DESIGNATED PORTION OF WORK

COST PER DAY

(Not to exceed 610 Days)

TOTAL BID FOR COMPARISON (COST PLUS TIME FOR DESIGNATED PORTION OF WORK):

\$ _____