

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
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Be energy efficient!*

January 16, 2009

04-Ala-880-48.4/50.0
04-1706U4
ACBRIM-ACIM-880-1(057)E

Addendum No. 10

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN OAKLAND ON ROUTE 880 FROM 0.8 KM NORTH OF 16TH AVENUE OVERCROSSING TO OAK-MADISON STREET UNDERCROSSING.

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 February 4, 2009.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, the Proposal and Contract, the Federal Minimum Wages with Modification Number 23 dated January 16, 2009.

Project Plan Sheets 321 and 342 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Notice to Contractors and Special Provisions, in the "IMPORTANT SPECIAL NOTICES," the last Special Notice is revised as follows:

"The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," in the special provisions. In addition to the item prices and totals, the proposal shall set forth the number of working days bid to complete the Phase I work on the contract. Bids will be compared on the basis of the sum of the item totals on the Engineer's Estimate for the work to be done (TOTAL BID (A)), plus the product of the number of working days bid to complete the Phase I work, and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)). The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the Engineer's Estimate. Bids in which the number of working days bid for completion of the Phase I work exceed the maximum number of days specified will be considered non-responsive and will be rejected."

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," the third paragraph is revised as follows:

"Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done and the number of working days bid for completion of the Phase I work. The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the proposal. The contract price for the awarded contract will be the "Total Bid (A)" set forth in the proposal. Bids in which the number of working days bid for completion of the Phase I work exceed 1,250 will be considered non-responsive and will be rejected."

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

In the Special Provisions, Section 5-1.18, "SOUND CONTROL REQUIREMENTS," the second paragraph is revised as follows:

"The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA (Lmax) at a distance of 15 m, measured from the noise source. Attention is directed to "Relations with San Francisco Bay Conservation Development Commission (BCDC)" of these special provisions for additional sound control requirements."

In the Special Provisions, Section 5-1.22, "RELATIONS WITH SAN FRANCISCO BAY CONSERVATION DEVELOPMENT COMMISSION (BCDC)," is revised as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the second paragraph is revised as follows:

"Attention is directed to "Sound Control Requirements," "Relations with San Francisco Bay Conservation Development Commission (BCDC)," "Biological Monitor," and Subsection "Construction Loading on Existing Structure" in "Existing Highway Facilities" of these special provisions, and to Section 7-1.02, "Load Limitations," of the Standard Specifications."

In the Special Provisions, Section 10-1.77, "REINFORCEMENT," subsection "EPOXY-COATED REINFORCEMENT," is revised as follows:

"The upper No. 19 transverse bar reinforcement in bridge decks shall be epoxy coated."

In the Special Provisions, Section 10-1.77, "REINFORCEMENT," subsection "EPOXY-COATED PREFABRICATED REINFORCEMENT," the first paragraph is revised as follows:

"Bar reinforcement in concrete barrier railing and bundled hoops in columns at all bents shall be epoxy coated prefabricated reinforcement. Epoxy coated prefabricated reinforcement for the location or type of structure involved shall conform to the ASTM Designation and grade required or permitted by Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications. The coated bar reinforcement shall conform to the requirements in ASTM Designation: A 934/A 934M, except as provided herein"

In the Special Provisions, Section 10-2.04, "HIGHWAY PLANTING," subsection "PLANT ESTABLISHMENT WORK," the first paragraph is revised as follows:

"The plant establishment period shall be Type 1 and shall be 250 working days."

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In the Proposal and Contract, the Engineer's Estimate Item 175 is revised.

To Proposal and Contract book holders:

Replace the entire pages 11 and 13 of the Engineer's Estimate in the Proposal with the attached revised pages 11 and 13 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Attached are the department's responses to the contractors' inquiries. The responses to contractors' inquiries, unless incorporated into a formal addendum to the contract, are not a part of the contract and are provided for the contractors convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The availability or use of information provided in the responses to contractors' inquiries is not to be construed in any way as a waiver of the provisions of section 2-1.03 of the Standard Specifications or any other provisions of the contract, the plans, standard specifications or special provisions, nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

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 GSO 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

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

ROBERT E. TRAVIS, Chief
Office of Plans, Specifications & Estimates
Division of Engineering Services - Office Engineer

Attachments

**ENGINEER'S ESTIMATE
04-1706U4**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
161	620919	750 MM ALTERNATIVE PIPE CULVERT	M	290		
162	620924	900 MM ALTERNATIVE PIPE CULVERT	M	180		
163	665732	450 MM SLOTTED CORRUGATED STEEL PIPE (1.63 MM THICK)	M	290		
164	012436	WICK DRAIN	M	120 000		
165	012437	GEOCOMPOSITE DRAINAGE BLANKET	M2	6520		
166	BLANK					
167	700617	DRAINAGE INLET MARKER	EA	2		
168	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	1.6		
169	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	140		
170 (S)	731509	MINOR CONCRETE (CONCRETE MOW STRIP)	M3	8		
171 (S-F)	750001	MISCELLANEOUS IRON AND STEEL	KG	17 458		
172 (S-F)	750041	ISOLATION CASING	KG	53 000		
173 (S-F)	750496	MISCELLANEOUS METAL (RESTRAINER - PIPE TYPE)	KG	14 500		
174 (S-F)	750498	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE)	KG	3600		
175 (S-F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	2250		
176 (S-F)	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	18 200		
177 (S)	800386	CHAIN LINK FENCE (TYPE CL-1.2, VINYL-CLAD)	M	740		
178 (S)	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	2660		
179 (S)	802596	3.7 M CHAIN LINK GATE (TYPE CL-1.8)	EA	7		
180	012438	SURVEY MONUMENT AND SURVEY HUB	LS	LUMP SUM	LUMP SUM	

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
201 (S)	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	87		
202 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	14 300		
203 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	4740		
204 (S)	860402	LIGHTING (CITY STREET)	LS	LUMP SUM	LUMP SUM	
205 (S)	860407	LIGHTING (PARKING LOT)	LS	LUMP SUM	LUMP SUM	
206 (S)	860460	LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	LUMP SUM	
207 (S)	012442	STAGE CONSTRUCTION - RAMP METERING	LS	LUMP SUM	LUMP SUM	
208 (S)	012443	TRAFFIC OPERATIONS SYSTEM	LS	LUMP SUM	LUMP SUM	
209	BLANK					
210	014164	MINOR CONCRETE (SIGN FOUNDATION)	M3	28		
211	014165	REMOVE RAILROAD TRACK	LS	LUMP SUM	LUMP SUM	
212	200001	HIGHWAY PLANTING	LS	LUMP SUM	LUMP SUM	
213	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL =

BID (A): _____

TOTAL

BID (B):

\$15000.00 X _____ =

(Cost Per Day) (Enter Working Days Bid)
(Not To Exceed 1,250 Days On Phase 1 Work)

TOTAL BASIS FOR COMPARISON OF =

BIDS (A + B): _____

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

The first working day is the fifty-fifth day after contract approval.

The Contractor shall not begin work at the job site, except for measuring controlling field dimensions and locating utilities, until the following submittals are received and approved by the Engineer:

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, the Contractor shall not begin work at the job site, except for measuring controlling field dimensions and locating utilities, until the following submittals are received by the Engineer:

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 shall 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 shall 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 shall show the dates that the materials will be shipped.

The Contractor may begin work at the job site before the fifty-fifth day after contract approval if:

1. The Contractor submits and obtains required approvals for the submittals before the fifty-fifth day
2. Authorized by the Engineer in writing

The Department will grant time extensions for delays only that are beyond the Contractor's control and that prevent the Contractor from starting work at the job site on the first working day.

The work shall be completed in 3 phases as follows:

Phase I consists of completing all work as shown on the plans required to open all lanes and shoulders on Route 880 in its final permanent alignment and configuration.

Phase II consists of all remaining work, except plant establishment.

Phase III consists of plant establishment work.

The plant establishment period shall be Type 1 and shall be 250 working days.

The Contractor shall pay to the State of California the sum of \$ 15,000 per day for each day's delay in finishing the Phase I work in excess of the number of working days bid for Phase I work.

Phase II work shall be completed within 150 working days of the number of working days bid for completion of the Phase 1 work. The Contractor shall pay to the State of California the sum of \$ 14,000 per day for each day's delay in finishing the Phase II work.

The Contractor shall pay to the State of California the sum of \$600 per day for each day's delay in completing the plant establishment work.

In no case will liquidated damages of more than \$ 15,000 per day be assessed.

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the Department are not a part of the contract. It is expressly understood and agreed that the Department assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source. If the Department has compiled "Materials Information", as referred to in "Watering" of these special provisions, the bidder or Contractor is cautioned to make independent investigations and obtain the commitments or allocations as the bidder or Contractor deems necessary to verify the quantity of water available. The Contractor shall make arrangements or obtain commitments or allocations necessary to provide water for the project.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

5-1.22 RELATIONS WITH SAN FRANCISCO BAY CONSERVATION DEVELOPMENT COMMISSION (BCDC)

The location of the project is within an area controlled by the San Francisco Bay Conservation Development Commission (BCDC) Permit No. 3-05 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the Construction Program Duty Senior at the District 04 Office, 111 Grand Avenue, Oakland, California 94612-3717; email duty_senior_district04@dot.ca.gov; Telephone number (510) 286-5209.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Lake Merritt Channel is defined as the area of the channel below mean high water level (Elevation 1.75 meters).

The Contractor is advised that the area in the vicinity of Lake Merritt Channel is subject to flooding during winter months.

No construction activities shall be performed in the Lake Merritt Channel between November 15 and May 15 of any year. Pile driving operations in the Lake Merritt Channel shall be restricted to 60 days of active driving in the period between June 15 and October 15 of any year. The Contractor shall not obstruct the total cross sectional area of the Lake Merritt Channel more than 50% at any time during the allowable work windows. Prior to begin work in the Lake Merritt Channel, the Contractor shall submit at least 45 days in advance working plans for false work, bridge removal, and temporary access to the Engineer and to the San Francisco BCDC for review and approval.

Access in the area of Lake Merritt Channel may be provided by a trestle over the channel. The trestle shall not extend more than 1.2 meters outside the ultimate limits of the edge of deck of the new bridge. No support for such a trestle shall be allowed in the channel, except the Contractor may use existing columns, new columns or falsework members to support the trestle. Attention is directed to Subsection "Construction Loading on Existing Structure" in "Existing Highway Facilities," of these special provisions and to Section 7-1.02, "Load Limitations," of the Standard Specifications.

The total allowable solid fill in the Lake Merritt Channel for the duration of the contract shall not exceed 1.11 square meters (equivalent to 102 HP10 X 157 beams). Solid fill is the area of material that is placed into and will remain in the channel for over six months. Solid fill in the channel for non-enclosed members such as the "H", "L" or "C" shaped sections, is defined as the cross sectional area of the member. Solid fill in the channel for enclosed members, such as pipe piles, circular, or square shaped section members, is defined as the sum of the cross sectional area of the enclosed member plus the area enclosed within the member. In the event that the Contractor utilizes non-enclosed members in such a fashion as to effectively create an enclosed area, it will be treated the same as an enclosed member. The total area of solid fill may be placed in the channel and removed upon completion of work subject to the requirements and restrictions on pile driving operations in the Lake Merritt Channel specified in these Special Provisions.

Cofferdams may only be installed, used and removed between May 15 and November 15 of any year. Cofferdams may not remain in the channel more than 6 months and are not subject to the measured area restrictions of solid fill. Sheet piling or other cofferdam elements installed by vibratory or impact methods are subject to the requirements and restrictions on pile driving operations in the Lake Merritt Channel specified in these Special Provisions.

Installation of piles and sheet piles for any purpose, using vibratory or impact methods, within the Lake Merritt Channel shall be performed between June 15 and October 15 of any year. Pile driving operations in the Lake Merritt Channel shall be restricted to 60 days of active driving in the period between June 15 and October 15 of any year. Driving of piles within the channel, whether using impact or vibratory equipment, may only be performed during the 6 hour period beginning and ending 3 hours before and after the daily lower low tide. All tides and times are to be taken from the Oakland Inner Harbor tidal datum found in standard tide table books covering the San Francisco Bay Area. During pile driving, the in-water sound levels in Lake Merritt Channel shall not exceed 170 dBa (Lmax) at a distance of 15 meters measured from the pile. The Contractor shall measure the in-water sound levels within the Lake Merritt Channel during pile driving operations continuously. Noise monitoring equipment shall be furnished and installed by the Contractor and shall be capable of continuous operation with instant monitoring results. The Contractor shall have the equipment in place and functioning properly prior to any pile driving within said locations. The equipment shall be set up in a manner such that an immediate warning is given when the in-water sound levels in Lake Merritt Channel exceed 170 dBa (Lmax). The Contractor shall cease all in-water noise generating activities exceeding 170 dBa (Lmax) and shall submit a noise mitigation plan for the Engineer's approval prior to re-starting the operations. The Contractor shall submit the in-water sound measurements in writing to the Engineer at the end of each shift. All Contractor personnel shall attend a one-hour worker education training to be provided by the State to encompass environmental awareness at the Lake Merritt Channel.

The Contractor shall service the equipments outside the limits of the Lake Merritt Channel. For equipments that cannot be feasibly moved during a construction period, tanks shall not be topped off and placement of secondary containment devices to catch spills will be required. Properly trained personnel will perform all fueling and servicing in designated areas. Hazardous materials shall be stored as far as practical from the channel. A spill contingency plan shall be developed and implemented and all fluid spills shall be reported immediately to the resident engineer. Baker tank placement and construction staging shall be in upland areas situated away from Lake Merritt Channel. Staging areas shall be a minimum of 45 meters from Lake Merritt Channel.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the San Francisco Bay Conservation Development Commission (BCDC) for their consideration.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and San Francisco Bay Conservation Development Commission (BCDC) shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.