

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
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September 16, 2009

04-CC,Ala-24-8.2/10.0,0.0/2.7
04-294914
SARRA-P024(030)N
HPLUL-6204(083)N

Addendum No. 7

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA AND CONTRA COSTA COUNTIES FROM EAST TEMESCAL SEPARATION TO 0.8 KM EAST OF GATEWAY BLVD.

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 29, 2009.

This addendum is being issued to revise the Notice to Bidders and Special Provisions.

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

To Bid book holders:

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to 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/04/04-294914

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,

ORIGINAL SIGNED BY

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

Attachment

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

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

A working day as defined in Section 8-1.06 of the Standard Specifications is re-defined for this project. The second through fifth paragraphs in Section 8-1.06 shall not apply. Saturdays, legal holidays, and days of inclement weather will be counted as working days.

Do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until the Engineer approves your submittal for the Baseline Progress Schedule (Critical Path Method) and no sooner than 30 days after the Engineer approves the Storm Water Pollution Prevention Plan (SWPPP).

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.

Complete the work in two phases as follows:

Phase I consists of completing all work as shown on the plans required to open bore #4 to traffic, and opening bore # 4 to traffic in its final permanent alignment and configuration.

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

Complete the work of phase I within the number of working days bid. Complete the work of phase II within the number of working days bid plus 250 working days.

Liquidated damages for phase I work are \$38,200.00 per day starting on the 1st day after exceeding the number of working days bid.

Liquidated damages for phase II work are \$10,000.00 per day starting on the 1st day after exceeding the number of working days bid plus 250 working days.

The Department does not simultaneously assess damages for untimely completion of phase I work and phase II work.

The plant establishment period shall be type II and shall be not less than 875 working days.

The Department reduces the liquidated damages to \$600 per day if all the work, except plant establishment work, is complete and the number of working days bid plus 250 working days have expired.

The Department does not simultaneously assess damages for untimely completion of work and plant establishment work.

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.