

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

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*Flex your power!  
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May 14, 2013

11-SD-163-1.4

11-264114

Project ID 1100000225

BRLS-6211(089)

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SAN DIEGO COUNTY IN SAN DIEGO AT LAUREL STREET BRIDGE OVERCROSSING.

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 Thursday, May 30, 2013.

This addendum is being issued to revise the project plans, the *Notice to Bidders and Special Provisions*, and the Federal Minimum Wages with Modification Number 6 dated 05/10/2013.

Project plan sheets 15, 16, 18, 19, 21, 25, 51, 52, 69, 71, 72, 75, and 76 are replaced and attached for substitution for the like-numbered sheets.

Project plan sheet 78a is added and attached for addition to the project plans.

In the *Notice to Bidders and Special Provisions*, in the "SPECIAL NOTICES," the following Special Notice is deleted as follows:

- Funding for this project is contingent upon passage of the 2012-2013 FY Budget Act. The contract will not be awarded until after the Budget Act becomes law. Bidders are advised that costs incurred in preparing a bid for this project are at the bidder's sole risk, cost, and expense."

In the *Notice to Bidders*, the thirteenth paragraph is replaced as follows:

"Do not bid less than 200 working days or more than 250 working days."

In the Special Provisions, Section 2-1.38, "Working Days Bid," is added as follows:

**"Replace section 2-1.38 with:**

**2-1.38 Working Days Bid**

If your bid for time is less than or exceeds the number of working days described in the Notice to Bidders, your bid is nonresponsive."

In the Special Provisions, Section 7, "Legal Relations and Responsibilities to the Public," is added as attached.

In the Special Provisions, Section 10-3, "Temporary Resident Engineer's Office," is replaced as attached.

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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.

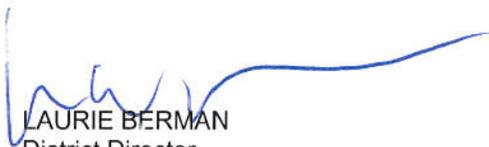
Inform subcontractors and suppliers as necessary.

This addendum, attachments and the modified wage rates are available for the Contractors' download on the Web site:

**[http://www.dot.ca.gov/hq/esc/oe/project\\_ads\\_addenda/11/11-264114](http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/11/11-264114)**

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,



LAURIE BERMAN  
District Director

Attachments

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **Add to section 7-1.03**

Ingress and egress must comply with the "Right of Entry Permit," issued by the City of San Diego to the Department and its agents.

All vehicular traffic must be confined to the paved or decomposed aggregate surfaces unless approved by the Engineer. Except for ingress and egress to and from SR-163, all ingress and egress to and from the construction site must be from Laurel Street via 6th Avenue. No access is permitted to and from the Park, east of the construction site, unless approved by the Engineer.

### **Add to section 7-1.06A**

Comply with all insurance requirements under the "Right of Entry Permit," issued by the City of San Diego to the Department and its agents.

**Replace "Reserved" in section 10-3 with:  
10-3 TEMPORARY RESIDENT ENGINEER'S OFFICE**

**10-3.01 GENERAL**

**10-3.01A Governing Laws**

Comply with applicable federal, state, county, municipal and local utility laws, rules, and regulations for temporary facilities. Nothing in these contract documents may be construed to permit work not conforming to such codes and regulations.

**10-3.01B Lease or Rental of Space Agreement**

Make all arrangements, and obtain a lease or rental of space agreement for placement of a temporary office facility and its enclosure as approved by the Engineer. Obtain all agreements, permits and licenses required for the lease or rental of space agreement, including payment of all applicable fees, prior to preparation of the site location enclosure of the contractor-furnished resident engineer's (RE) office, herein referred to as "RE office".

**10-3.01C Preparation of Site**

Provide the RE office for the duration of the project and locate the RE office within 2 miles of the project limits. Install and maintain a weatherproof RE office at a location approved by the Engineer. The REoffice will remain on-site until released by the Engineer.

**10-3.01D Drawings, Data, and Schedule of Values**

Within 10 days after contract approval, submit drawings and data to describe details of the RE office. Provide a schedule of values of the RE office as required by this section. The Engineer will review and either approve or reject the drawings and data within 5 days. If rejected, complete the subsequent submittal and review, each within 2 days. The drawings and data, and the schedule of values as required by this section will be approved within 15 days of contract approval. Upon approval of the drawings, data, and schedule of values, deliver, set up, and install the RE office within 20 days of contract approval.

Consult with the Engineer prior to preparing the drawings and data submittals. The drawings and data submittals consist of at minimum the following:

1. Data that completely describes the equipment, machines, and furnishings.
2. Location of RE office, layout of office space and conference room, and manufacturer, model number, and description of the RE office. The drawings must include layouts for lighting, parking, entrances, listing of all furnishings and equipment, locations of electrical receptacles, and a delivery schedule for the facilities.

**10-3.01E Utility Connections**

Provide utility connections for heating and cooling, electrical power, and telephone lines as specified in this section for the RE office. Connect and maintain electricity and telephones, and provide water, sewage disposal, propane, and a direct T1 line internet connection for all computers. Electrical service equipment must be rated 100A minimum to provide power for all electrical equipment within and on the trailer. Comply with all requirements of "Utility Connections" of these special provisions regarding arrangements, permits, licenses, charges, fees and costs for temporary utility connections and extensions.

Provide a weatherhead and raceway for service conductors used for overhead electrical service, and a combination service entrance panel mounted on the exterior of the office to supply all the loads within and on the office. The combination service panel must include a location for the meter, a main disconnect switch and a distribution panelboard.

Provide a weatherhead and raceway for overhead telephone service to a demarcation box mounted on the exterior of the trailer to connect to phone lines inside. The demarcation box must be composed of a metal enclosure with insulated backboard. Pay connection and monthly utility charges and do not disconnect utilities without 7-day advance notification to the Engineer.

Make all arrangements, and obtain all permits and licenses required for the extension of and connection to each utility service applicable to this project, furnish all labor and materials necessary for such extensions which are not performed or provided by the utility, and furnish and install any intermediate equipment required by the serving utilities.

#### **10-3.01F Structure**

Provide the RE office with a minimum ceiling height of 7.5 feet and a minimum 800 square feet of floor space, screened weatherproof windows with window treatment, and lockable doors with at least four sets of keys. Distribute four sets of keys to the Engineer. Equip each window with interior shades, curtains or blinds, with a minimum area of 8 square feet, and with ability to open and close to provide adequate ventilation.

Provide the RE office with at least six rooms, including four separate office rooms, eight personal office spaces, one conference room and one rest room. Raised entrances, at least 3 feet wide, and all exits, except for the ramp exit, must have stairs. Provide a landing of minimum 3 feet by 3 feet in dimension at each doorway with integral railings with steps or ramp. Tie down the RE office to prevent damage or overturning. Securely support the tie-down with adequate blocking to provide a foundation and to prevent settlement. Provide a photocell and motion-sensor activated exterior light at each entrance. Install and maintain an electronic security system that will respond to any breach of exterior doors and windows with an on-site alarm.

#### **10-3.01G Temporary Sanitary Facilities**

Provide adequate toilet conveniences, washing facilities, and drinking water for the use of Department employees. Drinking water must be potable, and drinking water facilities must be clean and sanitary. Refill when tank is down to 1/4 full. Provide self-contained water storage tank with fresh, potable water as required. Conform work to the California Plumbing Code, California Code of Regulations, Title 24, Part 5.

Office sewage must be self-contained in a holding tank. Empty and clean the holding tank once every three days.

The rest room must contain suitable on-site sanitary facilities meeting all Federal, State, and local health department requirements, must be maintained clean and sanitary, and in good working condition. Stock the rest room with lavatory and sanitary supplies at all times during the contract period. The rest room must have a toilet, lavatory with hot and cold water, toilet paper holder, paper towel dispenser and paper toweling, mirror, soap dispenser, lighting, and mechanical ventilation. At completion of the work, disinfect all sanitary facilities.

#### **10-3.01H Equipment and Furnishings**

Provide equipment and furnishings in good working condition for the office as follows:

1. Four desks with minimum working surface 42 x 30 inches each and five non-folding chairs with upholstered seats and backs and on rollers.
2. Four desk with minimum working surface 42 x 30 inches with height adjustment of 23 to 30 inches for computer use.
3. Same number of phones as desks. One phone at minimum will have a speakerphone and answering machine.
4. One conference table, 4 by 7 feet minimum size, with 8 non-folding chairs with upholstered seats and backs and on rollers.
5. One plan rack capable of holding full-size drawings.
6. Four bookcases with the following minimum dimensions: 4 feet in width, 6 feet in height, and 1 foot in depth. Anchor the units to a wall in order to prevent overturning.
7. One 8 cubic foot, minimum, refrigerator with a freezer unit.
8. One microwave oven (700 watt minimum).
9. Four wastebaskets large enough for weekly pick-up service.
10. One whiteboard, erasable felt marker type, 30 by 48 inches, minimum size.
11. One metal filing cabinet, five drawer legal size, minimum 27 inches deep, with enamel finish.
12. Place at least one fire extinguisher with a minimum underwriter's laboratory rating of 4A60BC in an easily accessible location, as approved by the Engineer.

Provide communication equipment and office machines in good working condition as follows:

1. Furnish electrical equipment with surge protection.
2. One facsimile machine, plain-paper type with paper.
3. One dry process photocopying machine with 11 by 17 inch copy features capable of reproducing prints from nontransparent master sheets, as black or blue lines on white paper, with reproduction paper, activating agent, and power source.

Apply a prime coat and two coats of white enamel paint to interior walls and ceilings unless otherwise approved. Furnishings may be of manufacturer's standard color or be painted as specified for walls and ceilings. Conform the materials used in construction of temporary facilities in accordance with applicable building codes. No materials must be used that give off noxious chemical odors such as formaldehyde or chlorine.

#### **10-3.01I Enclosure**

Provide security chain link fencing to establish the RE office enclosure. Security chain link fencing must be a minimum 6 feet high, with one drive-through gate. The gate must be a minimum of 12 feet wide and 6 feet high, with one walk-through gate, a minimum 4 feet wide, and locks with four sets of keys. Set the gates at easily accessible locations, as approved by the Engineer. Place aggregate base type 2 to completely cover the parking area. Place the fence at least 40 feet from the office front where entrances are located and at least 10 feet from the other sides of the RE office. The fenced area enclosure must provide for parking up to ten vehicles with sufficient space for turnaround within the parking facility when parked vehicles are present.

#### **10-3.01J Heating and Lighting**

Size the heating to provide a minimum 70 degree Fahrenheit inside temperature at the 2 1/2 percentile design temperature. Provide a distribution system sufficient for uniform heating. Provide mechanical-type ventilation, sufficient for comfort during the change between heating and cooling seasons. The air-conditioning system must be sufficient to provide a 76 degree Fahrenheit inside temperature at the 2 1/2 percentile design temperature. Provide electrical energy for power and lighting. Electric lighting, with non-glare luminaries, must provide a minimum of 75 foot-candles of illumination at desk height level. Provide each room with a minimum of two duplex outlets. Connect and disconnect utilities in accordance with local codes and industry standards.

#### **10-3.01K Maintenance**

Maintain adequate operation and supplies of all equipment in the office, including the facsimile machine, the photocopying machine, the microwave oven, the refrigerator, and the generator providing back-up electrical power. Furnish bottled drinking water with a dispenser capable of delivering hot and cold water. Supply landscape maintenance once per month, as approved by the Engineer, and janitorial service once every three working days for the duration of the project, including cleanup, trash removal, and supply of paper towels, toilet paper, and soap.

#### **10-3.01L Office Release and Contract Acceptance**

The RE office, including furnishings and utility connections, must be removed and will become the Contractor's property within 30 days after project completion, except removal of the RE office, or when otherwise released by the Engineer. After removal of the RE office, restore the site to its original or an improved condition, including finish grading to smooth and properly draining contours. Clean the site of all trash, recyclables, and green waste. Notify the Engineer at least 7 days in advance of the start of removal of the RE office. Acceptance of the contract will be made after removal of the RE office and restoration of the facilities site to their original or to an improved condition.

**10-3.01M Schedule of values**

Include a schedule of costs prior to installation of the RE office which itemizes the contract item price for "RE office". Use the line items provided in this section as the basis for applying values for the schedule of values and be responsible for the accuracy of the values used in the schedule of values. Partial payment for this contract item will not be made until the RE office schedule of values is approved by the Engineer. Line items indicated in the schedule of values in this section with a specified estimated quantity are minimum requirements. Incorporate minimum requirements with Contractor-designated values into the schedule of values for line items indicated in the schedule of values. The sum of values for the line items of work listed in the schedule of values must be equal to the contract lump sum price bid for "RE office". Include overhead and profit in the individual line items listed in the schedule of values.

RE OFFICE SCHEDULE OF VALUES

Contract no. 11-264114				
Unit description	Unit	Estimated quantity	Value	Amount
Lease or Rental of Space Agreement	LS			
Preparation of Site	LS			
Drawings, Data, and Schedule of Values	LS			
Utility Connections	LS			
Structure	LS			
Temporary Sanitary Facilities	LS			
Equipment and Furnishings	LS			
Enclosure	LS			
Heating and Lighting	LS			
Maintenance	LS			
Office Release and Removal	LS			

Total \_\_\_\_\_

The approved schedule of values will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of "RE office" due to increases or decreases of work required by this section as ordered by the Engineer.

### **10-3.01N Temporary Withholding and Permanent Deductions**

Compensate the Department for provision and maintenance of requirements not achieved and services not provided. Contract item payment for "RE office" is not made unless full compliance with the requirements of this section is achieved. Amounts owed to the Department will be reimbursed by deductions of partial payments. Deductions for requirements not satisfied will be estimated by the Engineer.

### **10-3.01O Payment**

The costs incurred by the Contractor for the extensions of utilities beyond the limits of the RE office enclosure, as defined in this section, and in furnishing and installing any intermediate equipment required by the serving utilities, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Engineer makes an adjustment in compensation in conformance with the provisions in Section 9-1.15, "Work-Character Changes," of the Standard Specifications for any additional work required to meet requirements of a lease or rental of space agreement.

No adjustment in compensation will be made for ordered changes to correct work resulting from the Contractor's own activities or negligence.

Any extraordinary damage to the RE office attributed to State activities during the course of the project will be repaired by the Contractor and compensated as extra work in accordance with Section 9-1.04, "Force Account," of the Standard Specifications. No extra payment will be made for systems and equipment maintenance or supplies, repairs or replacement, or for damages incurred as a result of vandalism, theft, or other criminal activities.