

**DEPARTMENT OF TRANSPORTATION**  
 DIVISION OF ENGINEERING SERVICES  
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October 31, 2008

04-Sol-12-12.7/33.2  
 04-0T10U4  
 ACSTP-P012(100)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SOLANO COUNTY NEAR SUISUN CITY FROM 1.1 KM EAST OF WALTERS ROAD TO CURRIE ROAD.

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 November 18, 2008.

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

Project Plan Sheets X-1 and Q-3 are revised. A half-sized copy of the revised sheets are attached for substitution for the like-numbered sheets.

In the Notice to Bidders and Special Provisions, the ninth paragraph is revised as follows:

"A mandatory prebid meeting is scheduled for this project at Caltrans District 4 Office at 111 Grand Avenue, Oakland, on November 6, 2008, at 10:00 a.m."

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

In the Special Provisions, Section 5-1.05, "COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS," the table following the first paragraph is revised as follows:

ITEM CODE	ITEM
390102	ASPHALT CONCRETE (TYPE A)
290201	ASPHALT TREATED PERMEABLE BASE
397001	ASPHALTIC EMULSION (PAINT BINDER)
390095	REPLACE ASPHALT CONCRETE SURFACING
390126	RUBBERIZED ASPHALT CONCRETE (TYPE G)
014319	MICROSURFACING

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In the Special Provisions, Section 10-1.37, "WATERING" the following paragraph is added after the first paragraph.

"Attention is directed to 'Beginning of Work, Time of Completion, and Liquidated Damages' of these special provisions regarding availability of water."

In the Special Provisions, Section 10-1.38, "EARTHWORK," subsection "IMPORTED BORROW," the fifteenth paragraph is revised as follows:

"The portion of imported borrow placed 1.0 meter below subbase shall have a Resistance (R-Value) of not less than 15."

In the Bid book, in the "Bid Item List," Item 2 is revised.

To Bid book holders:

Replace page 3 of the "Bid Item List" in the Bid book with the attached revised page 3 of the Bid Item List. The revised Bid Item List is to be used in the bid.

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 office is sending this addendum by GSO overnight mail to Bid book holders to ensure that each receives it. A copy of this addendum is available for the Contractors' use on the Web site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a 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

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

Attachments

#### **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.

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 within 420 working days.

Liquidated damages are \$10,300 per day starting on the 1st day after exceeding 420 working days.

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.

**BID ITEM LIST**  
**04-0T10U4**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	
2	070018	TIME-RELATED OVERHEAD	WDAY	420		
3	071303	TEMPORARY FENCE (TYPE WM)	M	750		
4	071325	TEMPORARY FENCE (TYPE ESA)	M	21 200		
5	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	
6 (S)	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
7 (S)	014315	TEMPORARY REINFORCED SILT FENCE (TYPE 1)	M	1600		
8	074028	TEMPORARY FIBER ROLL	M	10 000		
9	074029	TEMPORARY SILT FENCE	M	10 000		
10	014316	TEMPORARY SEASONAL WETLAND PROTECTION	M3	1170		
11	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	6		
12	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	6		
13	074034	TEMPORARY COVER	M2	4000		
14	074035	TEMPORARY CHECK DAM	M	100		
15	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	70		
16 (S)	074040	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	M2	39 600		
17	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	
18 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
19 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
20	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	130		