

**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF ENGINEERING SERVICES**  
OFFICE ENGINEER, MS 43  
1727 30<sup>TH</sup> STREET  
P.O. BOX 168041  
SACRAMENTO, CA 95816-8041  
FAX (916) 227-6214  
TTY (916) 227-8454



*Flex your power!  
Be energy efficient!*

**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
**This document is intended for informational purposes only.**

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.

January 23, 2006

04-SF-80-13.2/13.9  
04-0120F4

Addendum No. 7

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN FRANCISCO COUNTY IN SAN FRANCISCO FROM 0.6 KM TO 1.3 KM EAST OF THE YERBA BUENA TUNNEL EAST PORTAL.

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 March 22, 2006, instead of the original date of February 1, 2006.

This addendum is being issued to set a new bid opening date as shown herein and to revise the Notice to Contractors and Special Provisions, the Proposal and Contract, and an Information Handout.

In the Special Provisions, Section 2-1.09, "BIDDER'S COMPENSATION," is revised as attached.

In the Special Provisions, Section 3-1.01B, "AWARD AND EXECUTION OF CONTRACT," the first paragraph is revised as follows:

"The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DVBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract."

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

Addendum No. 7  
January 23, 2006

04-SF-80-13.2/13.9  
04-0120F4

In the Proposal and Contract, the Engineer's Estimate Item 5 is revised as attached.

To Proposal and Contract book holders:

Replace page 3 of the Engineer's Estimate in the Proposal with the attached revised page 3 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Replace subsection 7.1.2, "Seismic Loading During Construction," of the Information Handout titled, "Self Anchored Suspension Bridge Design Criteria, July 15, 2002," with the following subsection 7.1.2:

**"7.1.2 Seismic Loading During Construction**

The bridge shall be designed to resist the Acceleration Response Spectrum shown on plan sheet "Construction Sequence No. 2".

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 confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum is available for the contractor's use on the Internet 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 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

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

Attachments

## **2-1.09 BIDDERS COMPENSATION**

The Department recognizes that significant costs are incurred in preparing a bid and performing the advance engineering for a project of this magnitude. To encourage responsible bidders to submit responsive bids, the low, second low, and third low bidders shall each receive \$5,000,000 as compensation for a portion of the costs of preparing a responsive bid. Other unsuccessful bidders will not be compensated for their bids.

Bidders whose bids are determined by the Department to be non-responsive, or who fail to submit a reasonable bid, or who fail to execute the contract will not be eligible for bidder compensation.

Payment of the compensation will be made within 90 days after award of the contract. Within 30 days after award of the contract, the Department will notify the Contractor of the identity of the second low and third low bidders for payment of the bidder compensation. The Contractor shall make the necessary arrangements with the recipients and administer the payments. The Contractor shall provide the Department proof of payment by invoices in accordance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications within 5 days of the payments. The Contractor shall make payment to the designated recipients and provide proof of receipt to the Department within 5 days of receipt of the pass through payment. The Department will compensate the Contractor for payment of bidders compensation to the second and third low bidders, in the next monthly progress payment, in conformance with the provisions of Section 9-1.03B, except that no mark up will be added, and the Department will pay the Contractor \$5,000,000 as bidder compensation to the low bidder.

Full compensation for the costs of preparing a responsive bid and performing the advance engineering shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

If the Department rejects all bids and cancels the solicitation the Department will provide bidders compensation to the low, second low, and third low responsible bidders who have submitted responsive bids.

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

Attention is directed to the provisions in "Order of Work," of these special provisions, Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications, and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

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.

The work shall be completed in phases as described in Section 10-1.01 "Order of Work" of these special provisions.

Phase 1 work shall be diligently prosecuted to completion before the expiration of **2130 WORKING DAYS** beginning on the fifteenth day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$100,000 per day as liquidated damages, for each and every day's delay in completing Phase 1 work in excess of the number of working days prescribed above for Phase 1. For each and every working day less than the number of working days prescribed above for Phase 1, the Contractor will receive an incentive payment of \$50,000. Should the incentive apply concurrently with other incentives specified elsewhere in these special provisions, both will be earned. The total incentive for Phase 1 work will not exceed \$9,000,000.

Phase 2 work shall be diligently prosecuted to completion before the expiration of 180 working days after completion of Phase 1 or **2310 WORKING DAYS** beginning on the fifteenth day after approval of the contract, whichever is earlier.

The Contractor shall pay to the State of California the sum of \$100,000 per day as liquidated damages, for each and every day's delay in completing Phase 2 work in excess of the earliest completion date for Phase 2 as prescribed above.

Phase 3 work shall be diligently prosecuted to completion before the expiration of 360 working days after completion of Phase 1 or **2490 WORKING DAYS** beginning on the fifteenth day after approval of the contract, whichever is earlier.

The Contractor shall pay to the State of California the sum of \$100,000 per day as liquidated damages, for each and every day's delay in completing Phase 3 work in excess of the earliest completion date for Phase 3 as prescribed above.

Should two or more liquidated damages accrue concurrently, no more than \$100,000 per day will be assessed. Total liquidated damages for the project will not exceed \$125,000,000.

Inspection, testing, and review duties performed by the Engineer shall be considered as included in the number of working days for completion of the phases of work and no extensions of time will be allowed for such actions in determining liquidated damages or incentive payments.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule (Critical Path Method)" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**ENGINEER'S ESTIMATE**  
**04-0120F4**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	030748	WORKING DRAWING CAMPUS	LS	LUMP SUM	LUMP SUM	
2	030702	ELECTRONIC MOBILE DAILY DIARY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
3	030704	EROSION CONTROL (TYPE B)	M2	1570		
4	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	LUMP SUM	
5	070018	TIME-RELATED OVERHEAD	WDAY	2490		
6	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	205		
7	030705	3.66 M TEMPORARY GATE (TYPE CL-1.8)	EA	1		
8	049281	FURNISH TEMPORARY TOWERS	LS	LUMP SUM	LUMP SUM	
9	049816	REMOVE TEMPORARY TOWERS	LS	LUMP SUM	LUMP SUM	
10	049797	REMOVE SKYWAY TEMPORARY TOWER (AE)	LS	LUMP SUM	LUMP SUM	
11	049298	REMOVE SKYWAY TEMPORARY TOWER (AW)	LS	LUMP SUM	LUMP SUM	
12	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
13	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
14	030706	NON-STORM WATER DISCHARGES	LS	LUMP SUM	LUMP SUM	
15	030707	TURBIDITY CONTROL	LS	LUMP SUM	LUMP SUM	
16	074032	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM	LUMP SUM	
17	074034	TEMPORARY COVER	M2	1350		
18	030708	ACCELERATED WORKING DRAWINGS SUBMITTAL	LS	LUMP SUM	LUMP SUM	
19 (S0	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
20	150605	REMOVE FENCE	M	90		

