

**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF ENGINEERING SERVICES  
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*Flex your power!  
Be energy efficient!*

July 29, 2009

04-Mrn-580,101-3.8/4.8,10.8  
04-4A1404

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN MARIN COUNTY IN SAN RAFAEL ON ROUTE 580 FROM 0.7 MILE EAST OF BELLAM BOULEVARD TO ROUTE 580/101 SEPARATION AND ON ROUTE 101 AT 0.8 MILE WEST OF ROUTE 580/101 SEPARATION.

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, August 18, 2009.

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

Project Plan Sheet 77 is revised. A half-sized copy of the revised sheet is attached for substitution for the like-numbered sheet.

In the Project Plan Sheet 169, the first sentence of project notes No. 26 and 27 is revised as follows:

"INSTALL OVERHEAD SIGN POST WITH 24' CANTILEVER ARMS."

In the Notice to Bidders and Special Provisions, in the "NOTICE TO BIDDERS," the seventh paragraph is revised as follows:

"Bids must be on a cost+time basis.  
Complete the work within the number of working days bid.  
Do not bid more than 245 working days.  
The estimated cost of the project is \$11,900,000.  
No prebid meeting is scheduled for this project."

In the Notice to Bidders and Special Provisions, in the "STANDARD PLANS LIST," the following Standard Plans are added:

"S43 Overhead Signs – Lightweight, Type A, Connection Details  
S44 Overhead Signs – Lightweight, Type B, Connection Details  
S45 Overhead Signs – Lightweight, Type C, Connection Details"

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In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," first paragraph is revised as follows:

"Complete the work within the number of working days bid starting on the 15th day after contract approval or on the day you start work at the job site, whichever occurs first.

Additional damages to those specified in Section 8-1.07, "Liquidated Damages," of the Standard Specifications are \$5,000 per day starting on the 1st day after exceeding the number of working days bid until work requiring lane or shoulder closures on State Highway Route 101 and Route 580 is complete."

In the Special Provisions, Section 5-1.03, "FORCE ACCOUNT PAYMENT," subsection "Non-Subcontracted Forced Account Payment," the last paragraph is revised as follows:

"Full compensation for overhead costs for work performed on a force account basis, and for which no adjustment is made to the lump sum price bid for time-related overhead conforming to the provisions in "Time-Related Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor."

In the Special Provisions, Section 5-1.10, "NONHIGHWAY FACILITIES (INCLUDING UTILITIES)," the table "Utility Relocation and Contractor-Arranged Time for the Relocation" is revised as attached.

In the Special Provisions, Section 8-1.02, "STATE-FURNISHED MATERIALS," item "C. (Sign posts with 24 foot cantilever arms" of the second paragraph is deleted.

In the Special Provisions, Section 10-1.16, "TIME RELATED OVERHEAD," is revised as attached.

In the Special Provisions, Section 10-1.20, "MAINTAINING TRAFFIC," chart Nos. 1, 2, and 3 are revised as attached.

In the Bid book, in the "Bid Item List," Item 3 is revised as attached.

To Bid book holders:

Replace pages 3 and 12 of the "Bid Item List" in the Bid book with the attached revised pages 3, 12 and 12A 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.

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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/addenda.php](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addenda.php)**

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  
Division of Engineering Services - Office Engineer

Attachments

**Utility Relocation and Contractor-Arranged Time for the Relocation**

Utility	Utility Address	Location	Days
PG&E		East Francisco Blvd ("F" Line )	30
PG&E		Gye Wires @ "RQ 7" STA 459+48	
PG&E		Gye Wires @ "RQ 7" STA 457+36	
PG&E		Gye Wires @ "RQ 7" STA 451+91	
Comcast		East Francisco Blvd ("F" Line )	

### **10-1.16 TIME-RELATED OVERHEAD**

The Contractor will be compensated for time-related overhead as described below and in conformance with "Force Account Payment" of these special provisions. The Contractor will not be compensated for time-related overhead for delays to the controlling operations caused by the Engineer that occur prior to the first working day, but will be compensated for actual overhead costs incurred, as determined by an independent Certified Public Accountant audit examination and report.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract. Time-related overhead shall not apply to subcontractors of any tier, suppliers, fabricators, manufacturers, or other parties associated with the Contractor.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The amount of time-related overhead associated with a reduction in contract time for an accepted VECP under Section 4-1.035B, "Value Engineering Change Proposal," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased amount of time-related overhead exceeds 149 percent of the contract lump sum price bid, the Contractor shall, within 60 days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.

Independent Certified Public Accountant's audit examinations shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. Audit examinations and reports shall determine if the rates of field office overhead and home office overhead are:

- A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Within 20 days of receipt of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract lump sum payment for time-related overhead, in excess of 149 percent of the lump sum price bid, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report to verify actual overhead costs incurred prior to the first working day shall be entirely borne by the Contractor.

Time-related overhead will be paid for at a lump sum price. The contract lump sum price bid for time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date and which satisfy any of the following criteria:

- A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
  1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
  2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
  3. Suspensions ordered due to factors beyond the control of and not caused by the State or the Contractor, for which the Contractor is granted extensions of time in conformance with the provisions of the third paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications.
  4. Other suspensions that mutually benefit the State and the Contractor.
- B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
- C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

A delay to the controlling operation may be concurrent and any of the following:

1. Nonexcusable: A nonexcusable delay is caused by the fault, nonperformance, or deficiency of the Contractor, subcontractors of any tier, or suppliers. No extension of contract time or additional compensation of loss is allowed.
2. Excusable: An excusable delay is caused by factors beyond the control and without the fault of the State or the Contractor. Only an extension of contract time is allowed.
3. Compensable: A compensable delay is caused solely by the fault, deficiency, error, or omission of the State. An extension of contract time and compensation for the actual cost without markup or profit are allowed.

A concurrent delay occurs when 2 separate delays overlap partially or entirely. A nonexcusable delay concurrent with either an excusable or a compensable delay is a nonexcusable delay. An excusable delay concurrent with a compensable delay is an excusable delay.

The quantity of time-related overhead is only adjusted as a result of a compensable delay and is not adjusted as a result of either a nonexcusable or an excusable delay.

An approved time impact analysis submitted as specified in "Progress Schedule (Critical Path Method)" of these special provisions is used to determine the type and duration of a delay.

For each day the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions, is increased or decreased due to suspensions or adjustments of contract time as specified above, the lump sum price for time-related overhead will be increased or decreased by an amount equal to the contract lump sum price bid for time-related overhead divided by the number of working days bid to complete the contract.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract lump sum price paid for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of an independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved, and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by subcontractors of any tier, suppliers, fabricators, manufacturers, and other parties associated with the Contractor shall be considered as included in the various items of work and as specified in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of time-related overhead in each monthly partial payment will be based on the number of working days that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of work, will be compensated upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

- A. The contract lump sum price for time-related overhead, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.
- B. Twenty percent of the original total contract amount, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the contract lump sum price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

Chart No. 1 Freeway/Expressway Lane Requirements																													
County: Marin							Route/Direction: : I-580 / EB										PM: 3.8/4.8												
Closure Limits: At Bellam Blvd UC																													
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Mondays through Thursdays	C	C	C	C	C																				C	C	C	C	
Fridays	C	C	C	C	C	C																				C	C	C	C
Saturdays	C	C	C	C	C	C	C																						C
Sundays	C	C	C	C	C	C	C	C																			C	C	C
Legend:																													
<input type="checkbox"/> C Freeway may be closed completely.																													
<input type="checkbox"/> Work permitted within project right of way where shoulder or lane closure is not required.																													
REMARKS:																													
This chart to be used only during the temporary barrier placement and striping activities. Detour traffic through the Bellam Blvd off and on ramps. See Lane Closure Restriction for Designated Legal Holidays and Special Days table in Maintain Traffic of these special provisions for additional closure restrictions.																													

Chart No. 2 Freeway/Expressway Lane Requirements																													
County: Marin							Route/Direction: : I-580 / WB										PM: 3.8/4.8												
Closure Limits: At Bellam Blvd UC																													
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Mondays through Thursdays	1	1	1	1	1	1																				1	1	1	1
Fridays	1	1	1	1	1	1																				1	1	1	1
Saturdays	1	1	1	1	1	1	1	1																		1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1																	1	1	1	1
Legend:																													
<input type="checkbox"/> 1 Provide at least one through freeway lane open in direction of travel																													
<input type="checkbox"/> Work permitted within project right of way where shoulder or lane closure is not required.																													
REMARKS:																													
See Lane Closure Restriction for Designated Legal Holidays and Special Days table in Maintain Traffic of these special provisions for additional closure restrictions.																													

**Chart No. 3  
Freeway/Expressway Lane Requirements**

County: Marin	Route/Direction: : I-580 / EB	PM: 3.8/4.8
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Closure Limits: At Bellam Blvd UC

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1																1	1	1	1	1
Fridays	1	1	1	1	1	1															1	1	1	1	1
Saturdays	1	1	1	1	1	1	1																		1
Sundays	1	1	1	1	1	1	1	1													1	1	1	1	1

Legend:

- Provide at least one through freeway lane open in direction of travel
- Work permitted within project right of way where shoulder or lane closure is not required.

**REMARKS:**  
See Lane Closure Restriction for Designated Legal Holidays and Special Days table in Maintain Traffic of these special provisions for additional closure restrictions.

**BID ITEM LIST  
04-4A1404**

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	070013	SMALL BUSINESS UTILIZATION REPORT	EA	6	250.00	1,500.00
3	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM	LUMP SUM	
4	071321	TEMPORARY FENCE (TYPE CL-6)	LF	740		
5	072008	TEMPORARY SHORING	SQFT	1,350		
6	073004	12" TEMPORARY CULVERT	LF	200		
7	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
9	074029	TEMPORARY SILT FENCE	LF	1,600		
10	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	7		
11	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	7		
12	074034	TEMPORARY COVER	SQYD	380		
13	074035	TEMPORARY CHECK DAM	LF	300		
14	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	51		
15	074040	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	9,850		
16	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
17	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
18	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	300		
19	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	36,200		
20	120165	CHANNELIZER (SURFACE MOUNTED)	EA	110		

**BID ITEM LIST**  
**04-4A1404**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
181	840505	6" THERMOPLASTIC TRAFFIC STRIPE	LF	900		
182	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	3,340		
183	840508	8" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3)	LF	900		
184	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	3,760		
185	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1,030		
186	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	590		
187	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	
188	860251	SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM	LUMP SUM	
189	016175	SIGNAL AND LIGHTING (LOCATION 2) (CITY)	LS	LUMP SUM	LUMP SUM	
190	860298	SIGNAL AND LIGHTING (STAGE CONSTRUCTION)	LS	LUMP SUM	LUMP SUM	
191	860402	LIGHTING (CITY STREET)	LS	LUMP SUM	LUMP SUM	
192	016176	LIGHTING AND SIGN ILLUMINATION (STAGE CONSTRUCTION)	LS	LUMP SUM	LUMP SUM	
193	860460	LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	LUMP SUM	
194 (F)	860792	COMMUNICATION CONDUIT (BRIDGE)	LS	LUMP SUM	LUMP SUM	
195	016177	TRAFFIC OPERATIONS SYSTEM	LS	LUMP SUM	LUMP SUM	
196	016178	INTEGRATED CAMERA UNIT	EA	1		
197	016179	CAMERA CONTROL UNIT (CCU)	EA	1		
198	016180	VIDEO ENCODER UNIT (VEU)	EA	1		
199	016181	GENERAL PACKET RADIO SYSTEM (GPRS) WIRELESS MODEL ASSEMBLY	EA	2		
200	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**BID ITEM LIST  
04-4A1404**

**TOTAL BID  
FOR ITEMS:**

\$ \_\_\_\_\_

**TOTAL BID  
FOR TIME:**

\_\_\_\_\_  
**WORKING DAYS**  
(Not to exceed 245 Days)

\_\_\_\_\_  
**\$5,000.00**  
**COST PER DAY**

\$ \_\_\_\_\_

**TOTAL BID FOR COMPARISON (COST PLUS TIME):** \$ \_\_\_\_\_