

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER, MS 43
1727 30TH 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.

April 3, 2007

01-DN-101-70.2/73.9
01-345404
ACSTPH-Q101(126)E

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in DEL NORTE COUNTY NEAR SMITH RIVER FROM 6.4 KM NORTH OF ROWDY CREEK BRIDGE TO 1.0 KM SOUTH OF OREGON STATE LINE.

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 April 17, 2007.

This addendum is being issued to revise the Notice to Contractors and Special Provisions, the Proposal and Contract and the Federal Minimum Wages with Modification Number 2 dated 3-23-07.

In the Special Provisions, Section 10-1.155, "TEMPORARY STREAM DIVERSION," is added as attached.

In the Proposal and Contract, pages 18, 19, 20, and 21 are added as attached.

To Proposal and Contract 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 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.

Addendum No. 2
Page 2
April 3, 2007

01-DN-101-70.2/73.9
01-345404
ACSTPH-Q101(126)E

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

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
Division of Engineering Services - Office Engineer

Attachments

10-1.155 TEMPORARY STREAM DIVERSION

Temporary stream diversion shall be furnished, installed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan (SWPPP) in conformance with "Water Pollution Control" of these special provisions, and in conformance with these special provisions.

Temporary stream diversion shall be one of the water pollution control practices for non-storm water management control. The Storm Water Pollution Prevention plan shall include the use of temporary stream diversion.

Temporary stream diversion shall conform to the requirements of Clear Water Diversion (NS-5) in the "Construction Site Best Management Practices (BMPs) Manual" and addenda thereto issued up to, and including, the date of advertisement of the project. Copies of the Manual may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>.

Full compensation for temporary stream diversion shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND**

We, _____
_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
(Copy here the exact description of work, including location, as it appears on the Proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On this _____ day of _____ in the year _____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public



**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 01-345404**

THIS AGREEMENT, made and concluded, in duplicate, _____, between the State of California, by the Department of Transportation thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH,

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Transportation, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the Department of Transportation Standard Plans, dated July 2004, Standard Specifications, dated July 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated March 5, 2007 and are entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON STATE HIGHWAY IN DEL NORTE COUNTY NEAR SMITH RIVER FROM 6.4 KM NORTH OF ROWDY CREEK BRIDGE TO 1.0 KM SOUTH OF OREGON STATE LINE

The project plans for the work to be done were approved January 16, 2007 and are entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN DEL NORTE COUNTY NEAR SMITH RIVER FROM 6.4 KM NORTH OF ROWDY CREEK BRIDGE TO 1.0 KM SOUTH OF OREGON STATE LINE

CONTRACT NO. 01-345404

19

ADDED PER ADDENDUM NO. 2 DATED APRIL 3, 2007

ARTICLE II.--

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Department of Transportation, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ENGINEER'S ESTIMATE

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
(Items in CONTRACT will be the same as those bid in PROPOSAL)						

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

**STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

Contractor

By _____

Licensed in conformance with an act providing for the registration of contractors, License No.

Federal Employer Identification Number

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, Department of Transportation

Approved Effective _____

CONTRACT NO. 01-345404

21

ADDED PER ADDENDUM NO. 2 DATED APRIL 3, 2007