

**DEPARTMENT OF TRANSPORTATION**

DES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



**\*\* 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 30, 2003

01-Hum-299-46.8 kp  
01-381804

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in HUMBOLDT COUNTY NEAR WILLOW CREEK AT THE INTERSECTION OF ROUTE 299 AND TITLOW HILL 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 May 14, 2003.

This addendum is being issued to revise the Notice to Contractors and Special Provisions and the Proposal and Contract.

In the Special Provisions, after the cover page, the following paragraphs are added to the "IMPORTANT SPECIAL NOTICES":

"The time allotted for the successful bidder to execute the contract and return it, together with the contract bonds, to the Department, has been revised. See Section 3, "Award and Execution of Contract," of these special provisions. Additional time will no longer be granted for return of the executed documents.

Attention is directed to Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of the special provisions for special requirements for beginning of work."

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," replace the second and third paragraphs with the following:

"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.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 5 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816."

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

To Proposal and Contract book holders:

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 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](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 PAUL ETEMAD

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

Attachment

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

Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," and 20-4.08, "Plant Establishment Work," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 5 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 work (except plant establishment work) shall be diligently prosecuted to completion before the expiration of **90 WORKING DAYS** beginning on the fifth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$1,200 per day, for each and every calendar day's delay in finishing the work (except plant establishment work) in excess of the number of working days prescribed above.

The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of **310 WORKING DAYS** beginning on the fifth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$600 per day, for each and every calendar day's delay in completing the work in excess of the number of working days prescribed above.

In no case will liquidated damages of more than \$1,200 per day be assessed.