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**** WARNING ** WARNING ** WARNING ** WARNING ****
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April 18, 2008

04-Sol-80-18.3/32.3
04-0A5314
HPLUL-6204(066)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SOLANO COUNTY IN FAIRFIELD FROM RED TOP ROAD TO 1.4 KM EAST OF AIR BASE PARK WAY.

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 29, 2008.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, the Proposal and Contract, the Federal Minimum Wages with Modification Number 7 dated 4-4-08.

Project Plan Sheet 395 is revised. Half-sized copies of the revised sheet is attached for substitution for the like-numbered sheet.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES," the fifth and sixth paragraphs are revised as follow:

"The Contractor shall complete all the work within the creek channel and banks between June 12 and September 30, 2008 for Green Valley Creek Bridge (No. 23-0004R/L), Suisun Creek Bridge (No. 23-0007R) and Ledgewood Creek Bridge (No. 23-0008R/L).

The Contractor shall pay to the State of California the sum of \$25,000 per day as liquidated damages for each day's delay in completing all the work within the creek channel and banks between June 12 and September 30, 2008 at the widenings of Green Valley Creek Bridge (No. 23-0004R/L), Suisun Creek Bridge (No. 23-0007R) and Ledgewood Creek Bridge (No. 23-0008R/L) up to a maximum of 30 days. The total liquidated damages for not completing all the work within the creek channel and banks between June 12 and September 30, 2008 at the widenings will not exceed \$750,000."

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

"The Contractor shall complete all construction activities within the segment of State Highway Route 80, between KP 24.7 and KP 32.3, defined as Route 80 East segment, no later than May 8, 2009."

In the Special Provisions, Section 5-1.25, "MIGRATORY BIRD TREATY ACT," is added as attached.

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In the Special Provisions, Section 10-1.01, "ORDER OF WORK," in the fourth paragraph, subparagraph B is revised as follows:

"B. Work occurring within each creek must be completed between June 12, 2008 and September 30, 2008. The June 12th start date will be subject to approval by the Department of Fish and Game. The Contractor must notify the Engineer at least 10 working days prior to beginning work in any creek, so that the Engineer may obtain approval from the Department of Fish and Game to commence work."

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following paragraph is added before the fifth paragraph:

"Attention is directed to "Migratory Bird Treaty Act" of these special provisions regarding restrictions and requirements around nesting areas."

In the Special Provisions, Section 10-1.22, "MAINTAINING TRAFFIC," Lane Closure Chart No. 8 is replaced and Lane Closure Chart No. 19 is added as attached.

In the Special Provisions, Section 10-1.595, "ARCHITECTURAL SURFACE (TEXTURED CONCRETE)," is added as attached.

In the Proposal and Contract, the Engineer's Estimate Items 193 and 194 are added and Item 192 is deleted as attached.

To Proposal and Contract book holders:

Replace page 12 of the Engineer's Estimate in the Proposal with the attached revised page 12 of the Engineer's Estimate. The revised Engineer's Estimate 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 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 GSO overnight mail to Proposal and Contract to 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

5-1.25 MIGRATORY BIRD TREATY ACT

The Contractor shall know and comply with the Federal Migratory Bird Treaty Act (16 U.S.C. 703 et seq.), the Bald Eagle Protection Act of 1940, as amended (16 U.S.C. 668), Title 50 Code of Federal Regulations, Part 10, California Department of Fish and Game Code Sections 3503, 3513, and 3800, and Federal and California Endangered Species Acts. Provisions of these regulations provide protection for birds and their parts, including eggs, nests (occupied and unoccupied), and feathers.

The Bald Eagle Protection Act provides for the protection of Bald and Golden eagles by prohibiting the taking of occupied and unoccupied nests, eggs, feathers, or trees in the vicinity of nests. Take is defined as to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb. Exclusion techniques described in this section shall not be used for Bald or Golden eagles.

The nesting period for migratory birds is between February 15 and September 1. Areas subject to nesting by birds include, but are not limited to structures, trees, brush, and grassy areas.

The Contractor shall provide the Engineer a separate written notice 15 calendar days prior to the start of any work during the nesting period. The Contractor shall provide separate updates on the planned work areas every 15 calendar days between February 1 and August 31.

Tree removal or clearing and grubbing shall not commence in an area until the Contractor receives approval from the Engineer.

The Department will conduct an initial nesting survey prior to the start of construction and will conduct additional nesting surveys during construction, as required.

When work occurs during the nesting period, the Contractor shall remove unoccupied nests, not protected by the Bald Eagle Protection Act, from all affected structures to remain through any portion of the construction period.

Exclusionary device made from 19 mm x 19 mm extruded polypropylene net, laced with 1.6 mm 7x7 galvanized aircraft cable were installed by others at the following bridges: Green Valley Creek Bridge (No. 23-0004R/L), Suisun Creek Bridge (No. 23-0007R) and Ledgewood Creek Bridge (No. 23-0008R/L).

Exclusionary devices made from welded wire vent caps were installed by others at West Texas Street UC Bridge (No. 23-0108R/L), to prevent access of birds to the drain holes in the bridge ceilings of both bridges.

The Contractor shall maintain existing exclusionary devices, installed by others and use exclusion techniques, approved by the Engineer, to prevent migratory birds from nesting. on the ground, on structures, or in trees, shrubs, or other vegetation within the project limits. Exclusion techniques may include, but are not limited to:

1. Clearing and grubbing areas required by the contract
2. Tree removal required by the contract
3. Netting of structures using heavy delta knotless netting, ½ inch square mesh
4. Mechanical removal of
 - a. Nests outside of the nesting period
 - b. Nests that do not have eggs or young birds present during the nesting period

The Contractor shall start maintain existing exclusionary devices, installed by others, and implement the approved exclusion techniques immediately after the approval of the contract, or as directed by the Engineer.

Damaged netting shall be repaired or replaced the same day the damage occurs.

If evidence of bird nesting is discovered or when a bird is injured or killed as a result of construction activity, immediately stop work within 150 meter of the nest of the raptor and 46 meter for other migratory bird species, and notify the Engineer. Do not resume work until the Engineer provides written notification that work may resume at that location. Further work, actions, or remediation may be prescribed by the Engineer and may include work exclusion zones, modified schedules, or other methods based on the species involved. The Engineer may temporarily suspend work in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the applicable provisions of the Federal and State regulations and requirements.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

WITHHOLDS

The Department will withhold money due the Contractor, in an amount estimated by the Department, to include the full amount of penalties and mitigation costs proposed, assessed, or levied as a result of the Contractor's violation of the Federal or State law, regulations, or requirements. Funds will be withheld by the Department until final disposition of these costs has been made. The Contractor shall remain liable for the full amount until the potential liability is finally resolved with the entity seeking the penalties. Instead of the withhold, the Contractor may provide a suitable bond in favor of the Department to cover the highest estimated liability for any disputed penalties proposed as a result of the Contractor's violation of the permits, law, regulations, or requirements.

If a regulatory agency identifies a failure to comply with the Federal or State requirements, the Department will withhold money due the Contractor, subject to the following:

1. The Department will give the Contractor 30 days notice of the Department's intention to withhold funds from payments which may become due to the Contractor before acceptance of the contract. Funds withheld after acceptance of the contract will be made without prior notice to the Contractor.
2. No withholds of additional amounts out of payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments in accordance with Section 9-1.06, "Partial Payments," of the Standard Specifications.
3. If the Department has withheld funds and it is subsequently determined that the State is not subject to the entire amount of the costs and liabilities assessed or proposed in connection with the matter for which the withhold was made, the Department will return the excess amount withheld to the Contractor in the progress payment following the determination.

PAYMENT

Exclusion techniques for which there are separate contract items of work will be measured and paid for as those contract items of work.

Except for exclusion techniques paid for as separate contract items, furnishing, installing, maintaining, and removing exclusion techniques, including exclusionary devices installed by others, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

**Chart No. 8
Freeway/Expressway Lane Requirements**

County: Solano Route/Direction: I-80/Westbound KP: 19.3-17.6 PM: 12.0-11.0

Closure Limits: WB I-80, SR 12 West to 700 meters west of Red Top Road

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	2							3	3	3	3	3	3	3	3	3	2	2	2	2	1
Fridays	1	1	1	1	2																3	3	3	2	2
Saturdays	1	1	1	1	2																3	3	3	3	2
Sundays	2	1	1	1	2																		3	2	2

Legend:

- 1 Provide at least one through freeway lane open in direction of travel
- 2 Provide at least two adjacent through freeway lanes open in direction of travel
- 3 Provide at least three adjacent through freeway lanes open in direction of travel
- Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

**Chart No.19
Complete Conventional Highway/Local Street Closure Hours**

County: Solano	Route/Direction: W. Texas Street, Northbound and Southbound	KP: 27.7	PM: 17.2																							
Closure Limits: NB and SB W. Texas Street from EB I-80 W. Texas Off-Ramp to Oliver Road/WB I-80 On-Ramp																										
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																					
Fridays																										
Saturdays																										
Sundays																										

Legend:

- Conventional highway may be closed completely
- No conventional highway closure is permitted

REMARKS:

1. See detour plan on Sheet CS-6.
2. Detour signs must be in place prior to closure and must be covered when closure is not in effect.
3. All local emergency groups must be notified prior to each closure (CHP, City of Fairfield Police and Fire Departments, ambulance services, etc.)

10-1.595 ARCHITECTURAL SURFACE (TEXTURED CONCRETE)

Architectural texture for concrete surfaces shall conform to the details shown on the plans and the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Architectural textures listed below are required at concrete surfaces shown on the plans:

A. Formed relief texture

The architectural texture shall simulate a formed relief constructed to the dimensions and shapes shown on the plans. Corners at the intersection of plane surfaces shall be sharp and crisp without easing or rounding. A Class 1 surface finish shall be applied to the architectural texture.

REFEREE SAMPLE

The architectural texture shall match the texture, color and pattern of the referee sample available for inspection by bidders at the Department of Transportation, Office of Landscape Architecture, 111 Grand Avenue, Oakland, California, 94612.

TEST PANEL

A test panel at least 1.25 m x 1.25 m in size shall be successfully completed at a location approved by the Engineer before beginning work on architectural textures. The test panel shall be constructed and finished with the materials, tools, equipment and methods to be used in constructing the architectural texture. If ordered by the Engineer, additional test panels shall be constructed and finished until the specified finish, texture and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer shall be used as the standard of comparison in determining acceptability of architectural texture for concrete-surfaces.

FORM LINERS

Form liners shall be used for textured concrete surfaces and shall be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners shall be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of formliner material will be allowed. Form liners shall leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns shall be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations shall be reworked to remove such patterns as approved by the Engineer or the concrete shall be replaced.

Form liners shall have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (MPa)	D 412	0.9 to 6.2
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (MPa)	D 2370	18 minimum

Cuts and tears in form liners shall be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form shall not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason shall not be used.

Form liners shall extend the full length of texturing with transverse joints at 2.5 m minimum spacing. Small pieces of form liners shall not be used. Grooves shall be aligned straight and true. Grooves shall match at joints between form liners. Joints in the direction of grooves in grooved patterns shall be located only in the depressed portion of the textured concrete. Adjoining liners shall be butted together without distortion, open cracks or offsets at the joints. Joints between liners shall be cleaned before each use to remove any mortar in the joint.

Adhesives shall be compatible with the form liner material and with concrete. Adhesives shall be approved by the liner manufacturer. Adhesives shall not cause swelling of the liner material.

RELEASING FORM LINERS

Products and application procedures for form release agents shall be approved by the form liner manufacturer. Release agents shall not cause swelling of the liner material or delamination from the forms. Release agents shall not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method shall include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent shall coat the liner with a thin film. Following application of form release agent, the liner surfaces shall be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner shall be removed at least every 5 uses.

Form liners shall release without leaving particles or pieces of liner material on the concrete and without pulling or breaking concrete from the textured surface. The concrete surfaces exposed by removing forms shall be protected from damage.

CURING

Concrete surfaces with architectural texture shall be cured only by the forms-in-place or water methods. Seals and curing compounds shall not be used.

MEASUREMENT AND PAYMENT

Architectural texture will be measured and paid for by the square meter.

The contract price paid per square meter for architectural texture of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in architectural texture, complete in place, including test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**ENGINEER'S ESTIMATE
04-0A5314**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
181 (S)	860931	TRAFFIC MONITORING STATION (LOCATION 1)	LS	LUMP SUM	LUMP SUM	
182 (S)	860932	TRAFFIC MONITORING STATION (LOCATION 2)	LS	LUMP SUM	LUMP SUM	
183 (S)	860933	TRAFFIC MONITORING STATION (LOCATION 3)	LS	LUMP SUM	LUMP SUM	
184 (S)	860934	TRAFFIC MONITORING STATION (LOCATION 4)	LS	LUMP SUM	LUMP SUM	
185 (S)	860935	TRAFFIC MONITORING STATION (LOCATION 5)	LS	LUMP SUM	LUMP SUM	
186 (S)	860936	TRAFFIC MONITORING STATION (LOCATION 6)	LS	LUMP SUM	LUMP SUM	
187 (S)	860937	TRAFFIC MONITORING STATION (LOCATION 7)	LS	LUMP SUM	LUMP SUM	
188 (S)	860938	TRAFFIC MONITORING STATION (LOCATION 8)	LS	LUMP SUM	LUMP SUM	
189 (S)	861203	HIGH SPEED WEIGH-IN-MOTION SYSTEM	LS	LUMP SUM	LUMP SUM	
190	013341	HIGH SPEED WEIGH-IN-MOTION SYSTEM (TRUCK SCALE ALTERATIONS)	LS	LUMP SUM	LUMP SUM	
191 (S)	861504	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	LUMP SUM	
192	BLANK					
193	014078	ARCHITECTURAL TEXTURE (RETAINING WALL)	M2	35		
194	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID: _____