

**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF ENGINEERING SERVICES  
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April 20, 2009

04-Ala-880-43.8/45.4  
04-165424  
ACIM-ACBRIM-880-1(059)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN OAKLAND FROM 0.9 KM SOUTH OF HIGH STREET TO 0.2 KM SOUTH OF FRUITVALE AVENUE.

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 Wednesday, June 10, 2009.

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

Project Plan Sheets 138, 139, 140, 141, 142, 143, 265, 273 and 278 are revised. A half-sized copy of the revised sheets are attached for substitution for the like-numbered sheets.

Project Plan Sheet 46A is added. A half-sized copy of the added sheet is attached for addition to the project plans.

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

"B3-9 RETAINING WALL DETAILS NO. 2."

In the Special Provisions, Section 5-1.13, "MIGRATORY BIRD TREATY ACT," is revised as attached.

In the Special Provisions, Section 5-1.15, "NONHIGHWAY FACILITIES (INCLUDING UTILITIES)," is added as attached.

In the Special Provisions, Section 10-1.17, "COOPERATION," is revised as attached.

In the Special Provisions, Section 10-1.20, "OBSTRUCTIONS," is deleted.

To Bid 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 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 providing this addendum with the Notice to Bidders and Special Provisions. 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

### **5-1.13 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 later in this section shall not be used for Bald or Golden eagles.

The nesting period for migratory birds is between February 1 and August 31. 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.

The Contractor shall 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, 12.7 mm 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 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 30 meters of the nest 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.

### **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 will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

**5-1.15 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)**

The utility owners will relocate the utility(ies) shown in the following table before the corresponding date shown:

**Utility Relocation and Date of the Relocation**

| Utility                                 | Location   | Date                    |
|---|--|-------------------------|
| 600-mm Gas main (PG&E)                  | Between Rt., Sta "N" 502+60 and Rt., Sta "N" 504+75<br>Between Rt., Sta "HS" 11+35 and Lt. Sta "SER" 10+30   | 12-21-06<br>(completed) |
| 100-mm Gas line(PG&E)                   | Between Lt., Sta "SER" 12+40 and Lt., Sta "SER" 14+60  | 6-30-09<br>(completed)  |
| 80-mm Gas (PG&E)                        | Between Lt., Sta "SOR" 12+50 and Lt., Sta "S" 505+25   | 6-30-09                 |
| 12kV Electrical lines (PG&E)            | Between Rt., Sta "N" 503+30 and Lt Sta "SER" 14+85   | 6-30-09                 |
| 12kV Electrical lines (Overhead) (PG&E) | Between Lt., Sta "O" 11+85 and Lt., Sta "O" 14+50 (Overhead)<br>Between Rt., Sta "N" 503+40 and Rt., Sta "HS" 10+50 (Overhead)<br>Between Lt., Sta "SER" 10+85 and Rt., Sta "SER" 13+65 (Overhead)   | 6-30-09                 |
| 1600 mm Interceptor (Sewer) (EBMUD)     | Between Rt., Sta "O" 11+07 and Lt., Sta "O" 14+18  | 1-15-09                 |
| 1200 mm Interceptor (Sewer) (EBMUD)     | Between Lt., Sta "SER" 10+88 and Lt., Sta "SER" 14+45  | 5-03-09                 |
| 300 mm Water (EBMUD)                    | Between Rt., Sta "O" 11 + 80 and Lt., Sta "O" 14 + 80<br>Between Lt., Sta. "SER" 10 + 88 and Lt., Sta_"O" 14 + 45  | 6-30-09                 |
| Telephone lines (AT&T)                  | Between Lt., Sta "O" 11+85 and Lt., Sta "O" 14+50 (Overhead)<br>Between Lt., Sta "O" 14+50 and Lt., Sta "HS" 10+85<br>Between Rt., Sta "N" 503+40 and Rt., Sta "HS" 10+50 (Overhead)<br>Between Lt., Sta "SER" 10+85 and Rt., Sta "SER" 13+65 (Overhead) | 6-30-09                 |
| Fiber Optics (XO Communication)         | Between Lt., Sta "SOR" 09+62 and Lt., Sta "SER" 10+20<br>Between Lt., Sta "SER" 11+25 and Lt.. Sta "SER" 14+78   | 6-30-09                 |

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of days shown. Notify the Engineer before you work within the approximate location of a utility shown. The days start on the notification date.

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

| Utility               | Location                            | Days |
|-----------------------|-------------------------------------|------|
| One Power Pole (PG&E) | High Street<br>(Rt, Sta "HS" 10+90) | 10   |

In the event that the utility facilities mentioned above are not removed or relocated, by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 5-1.18B Nonhighway Facilities (Including Utilities)," of the Standard Specifications.

The existing 600-mm gas main (PG&E), 300-mm gas main (PG&E), 100-mm gas line (PG&E) and 80-mm gas line (PG&E) in service as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and PG&E at (925) 674-6348, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from PG&E present at the site.

**Protective Concrete Slab over 600-mm Gas Main (PG&E)**

Existing 600mm underground gas main (PG&E) to remain in service at the following locations shall remain in service. The Contractor must install the protective concrete slab over the existing 600mm underground gas main, at the following two locations: NB-880 off-Ramp to Coliseum Way, and SB-880 off-Ramp to High Street, in conformance with the details shown on the plans, the provisions in Section 5-1.18, "Property And Facility Preservation," of the Standard Specifications and these special provisions. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from PG&E present at the site.

The maximum wheel load of the construction equipment must not exceed the following maximum allowable load per wheel, when the work is performed within 2 meters closer to or crossing the existing 600-mm gas main (PG&E) at the specified locations:

| Utility                | Location   | Depth of Cover (Meter) | Maximum Construction Load per Wheel (Kilogram) without protective concrete slab |
|------------------------|--|------------------------|---|
| 600-mm Gas Main (PG&E) | NB-880 off-Ramp to Coliseum Way<br>(Rt., Sta "C1L" 7+30)                         | 0.15                   | 4,110   |
|                        |  | 0.30                   | 4,612   |
|                        |  | 0.61                   | 7,425   |
|                        |  | 0.91                   | 12,254  |
|                        |  | 1.22                   | 17,345  |
|                        | SB-880 off-Ramp to High Street<br>(Rt., Sta "SER" 10+28 to Lt., Sta "SER" 10+42) | 0.15                   | 4,942   |
|                        |  | 0.30                   | 6,395   |
|                        |  | 0.61                   | 12,887  |
|                        |  | 0.91                   | 25,345  |
|                        |  | 1.22                   | 38,990  |
|                        | High Street<br>(Rt.,Sta "HS" 11+37 to Rt., Sta "HS" 11+45)                       | 0.15                   | 4,942   |
|                        |  | 0.30                   | 6,395   |
|                        |  | 0.61                   | 12,887  |
|                        |  | 0.91                   | 25,345  |
|                        |  | 1.22                   | 38,990  |

The existing 9W 12 kV electrical line (PG&E), 6W 12 kV electrical line (PG&E) in service as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and PG&E at (925) 674-6348, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from PG&E present at the site.

The existing telephone lines (AT&T) in service as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and AT&T at (925) 901-8529 or (510) 727-6085, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from AT&T present at the site.

The existing fiber optic communication lines (XO Communications) in service as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and XO Communications at (510) 580-6363, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from XO Communications present at the site.

The existing sanitary sewer (City of Oakland) in service, as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and the City of Oakland at (510) 238-7272, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2 meters close to or crossing these underground facilities without a representative from City of Oakland present at the site.

The existing interceptor (sewer) (EBMUD) in service, as shown on the plans, will remain in service for the duration of the contract. The Contractor shall notify the Engineer, and EBMUD at (510) 578-3895, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2.5 meters close to or crossing the facility without a representative from EBMUD present at the site.

The existing water mains (EBMUD) in service, as shown on the plans, will remain in service for the duration of the contract. The Contractor must notify the Engineer, and EBMUD at (510) 578-3895, at least 10 working days before excavation and piling work is begun. The Contractor must not perform any excavation within 2.5 meters close to or crossing the facilities without a representative from EBMUD present at the site.

Full compensation for protecting these above existing underground facilities: gas mains and lines (PG&E), electrical lines (PG&E), telephone lines (AT&T), fiber optic communication lines (XO Communication), sanitary sewers (City of Oakland), interceptor (sewer) (EBMUD), water mains(EBMUD) shall be considered as included in the contract prices paid for various items of work and no separate payment will be made therefor.

Full compensation for installation of the protective concrete slab with concrete Class 3 over the existing 600-mm gas mains shall be considered as included in the contract prices paid for various items of work and no separate payment will be made therefor.

### 10-1.17 COOPERATION

It is anticipated that work by other contractors may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The following table lists contracts anticipated to be in progress during this contract.

| Contract No. | Co-Rte-KP           | Location  | Type of Work  |
|--------------|---------------------|---|---|
| 04-1706U4    | 04-880-KP 48.1/50.2 | Oakland<br>Alameda County<br>(From 0.8km North of<br>16 <sup>th</sup> Avenue<br>Undercrossing to Oak-<br>Madison Street<br>Undercrossing) | Replace bridge, 5 <sup>th</sup> Avenue<br>Overhead (Br. No.33-0027),        |
| 04-260004    | 04-880-KP 9.9/52.1  | Oakland<br>Alameda County<br>{From Madison Street to<br>Adeline Street)   | Widen off-Ramp  |
| 04-0A7104    | 04-880-KP 45.7/47.0 | Oakland<br>Alameda County<br>(Between 29 <sup>th</sup> and 23 <sup>rd</sup><br>Avenue)  | Replace Overcrossings, Widen<br>Shoulders, and Extend<br>Auxiliary Lanes    |
| 04-177904    | 04-880-KP 45.4/45.9 | Oakland<br>Alameda County<br>(From 0.2km East to<br>0.3km West of Fruitvale<br>Avenue)  | Rehabilitate bridge deck,<br>Fruitvale Avenue Overhead<br>(Br. No. 33-0041) |

| City of Oakland<br>Contract No. | Co-Rte-KP           | Location   | Type of Work  |
|---------------------------------|---------------------|--|---|
| 04-667004                       | 04-880-KP 48.1/50.1 | Oakland<br>Alameda County<br>(Oak Street to 9th<br>Avenue) | Redevelopment Project                                   |
| G-121810                        | -                   | Oakland<br>Alameda County                                  | Replace Embarcadero Bridge<br>Over Lake Merritt Channel |

Comply with Section 7-1.14, "Cooperation," of the Standard Specifications," and these special provisions.

Comply with Section 5-1.18, "Property And Facility Preservation," of the Standard Specifications and these special provisions.

The contractor shall attend joint weekly meetings, to be organized by the Engineer with other contractors on the adjacent projects, in order to minimize potential conflicts. The contractor shall be responsible for coordinating with other contractors, agencies, or their authorized representative in performing work within these contract limits.