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**** WARNING ** WARNING ** WARNING ** WARNING ****
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June 20, 2008

04-SM,SF-1,280-Var
04-270844
ACSTPGH-3072(058)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN MATEO AND SAN FRANCISCO COUNTIES AT VARIOUS LOCATIONS.

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 July 1, 2008.

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

In the Special Provisions, Section 5-1.195, "MIGRATORY BIRD TREATY ACT," is added as attached.

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

"All work between Sharp Park Road to Clarendon Road, KP 69.7-70.3 shall be conducted between June 15 and October 15."

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.

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This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum is 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

Attachment

5-1.195 MIGRATORY BIRD TREATY ACT

The Contractor shall comply with the Federal Migratory Bird Treaty Act (16 U.S.C. 703 et seq.), 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, and feathers.

If work is scheduled to occur between February 1 and August 31 (nesting period) that would impact habitat that may be subject to nesting by birds, the Contractor shall notify the Engineer at least 20 working days prior to performing any work in each potential nesting area. Areas subject to nesting by birds include, but are not limited to, structures, trees, brush, and grassy areas.

A State biologist will conduct pre-construction nesting surveys of the work sites prior to the start of construction. Pre-construction surveys for migratory birds and raptors shall be conducted no more than 15 days prior to the initiation of tree removal and pruning activities during the early part of the breeding season (February 1 through April), and no more than 30 days prior to initiation of these activities during the late part of the breeding season (May through August 31).

If the nests are found, the Engineer will establish a non-disturbance buffer zone(s) where construction is not allowed.

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 that will be permanently impacted by construction
2. Tree removal
3. Mechanical removal.
4. Netting of structures using Heavy Delta Knotless Netting, ½ inch square mesh

If trees are removed during the breeding season, a pre-construction nesting survey must be conducted prior to tree removal by a State biologist to verify the absence of active nests.

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, the Contractor shall immediately stop work and notify the Engineer. Further work, actions, or remediation shall be prescribed by the Engineer and may include work exclusion zones, modified schedules, or other methods based on the species involved.

Full compensation for any delays or stoppage of work to the Contractor's operations due to the discovery of bird nesting up to 48 cumulative working hours, regardless of the number of occurrences, including inefficiencies and loss of productivity, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor. Delays or stoppage of work resulting from the Contractor's failure to comply with any part of these special provisions will be the responsibility of the Contractor and will not be considered as part of the 48 cumulative working hours referenced above.

If, in the opinion of the Engineer, completion of the work is delayed or stoppage of work due to discovery of nesting birds is beyond the 48 cumulative working hours referenced above, the State will compensate the Contractor for such delays to the extent provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department will retain or withhold monies due the Contractor under contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulation or requirements. The Department will retain funds until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department will inform the Contractor of the withheld amount.

Except for exclusion techniques paid for as contract items elsewhere in these special provisions, 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."