STATE OF CALIFORNIA-BUSINESS, TRANSPORTATION AND HOUSING AGENCY GRAY DAVIS, Governor
DEPARTMENT OF TRANSPORTATION
ESC/OE MS #43
1737 30TH. Street 2ND. Floor
SACRAMENTO, CA 945816

November 22, 1999

04-CC,Mrn-580-6.1/7.8,0.0/2.6
04-0438U4

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in CONTRA COSTA AND MARIN COUNTIES IN AND NEAR RICHMOND AND SAN RAFAEL FROM 1.7 MILES EAST TO 2.6 MILES WEST OF CONTRA COSTA/MARIN COUNTY 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 March 1, 2000, instead of the original date of December 8, 1999.

This addendum is being issued to set a new bid opening date as shown herein, revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 140, 174, 259, 269, 368, 650, 651, 738 and 923 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the WORKING DAYS is revised to 1450.

In the Special Provisions, Section 5-1.23, "OVERHEAD," is revised as attached.

In the Special Provisions, Section 5-1.34, "ENVIRONMENTAL WORK RESTRICTIONS," the following paragraphs are added after the first paragraph:

> "The Contractor's attention is directed to the existence of environmental restrictions that require special precautions be taken by the Contractor to protect the species listed below. It is the Contractor's responsibility to keep informed of all State and Federal Laws.
>
> The Contractor shall comply with the California Endangered Species Act and the Federal Migratory Bird Treaty Act, which govern the protection of the peregrine falcon, double-crested cormorant (DCCO) and western gull. The seabird colony and nests will be monitored by the Caltrans staff and qualified seabird experts during the breeding season."

In the Special Provisions, Section 5-1.34, "ENVIRONMENTAL WORK RESTRICTIONS," under "HARBOR SEAL" of the subsection, "SPECIES OF CONCERN," the third paragraph is revised to read:

> "Existing temporary concrete barriers utilized as protective device for the closed roadway shoulder at and within the vicinity of Pier 55, shall remain in-place until such time that the Contractor's operation or traffic handling system will require the removal of said barriers. After the Contractor removes the existing temporary concrete barriers, the Contractor shall provide temporary traffic control and safety devices, when directed by the Engineer, to provide safety to all personnel doing the harbor seal monitoring work. The existing temporary concrete barriers shall be transported and stored to a location designated by the Engineer."

In the Special Provisions, Section 5-1.34, "ENVIRONMENTAL WORK RESTRICTIONS," the first and second paragraphs in "PEREGRINE FALCON" under the subsection, "SPECIES OF CONCERN," are revised as follows:

"PEREGINE FALCON.--Peregrine falcon movements and behavior will be monitored by the U.S. Fish and Wildlife Service authorized personnel from the Santa Cruz Predatory Bird Research Group (SCPBRG) during construction between February 1 and July 31 of each year of construction.

If peregrine falcon nesting occurs, the Contractor shall provide access to the nesting site as directed by the authorized SCPBRG biologist to monitor the nest site and to remove the falcon eggs and/or chicks."

In the Special Provisions, Section 5-1.34, "ENVIRONMENTAL WORK RESTRICTIONS," the section, "DOUBLE-CRESTED CORMORANT AND OTHER BIRD SPECIES," under the subsection, "SPECIES OF CONCERN," is revised and retitled to, "DOUBLE-CRESTED CORMORANT, WESTERN GULLS AND OTHER BIRD SPECIES" and is attached.

In the Special Provisions, Section 5-1.34, "ENVIRONMENTAL WORK RESTRICTIONS," the second and third charts under the heading, "Richmond-San Rafael Bridge Seismic Retrofit - ENVIRONMENTAL WORK RESTRICTIONS," are revised as attached.

In the Special Provisions, Section 5-1.37, "AREAS FOR CONTRACTOR'S USE," the following paragraphs are added after the last paragraph:

"Attention is directed to the project plans depicting areas of Temporary Construction Easement for the Contractor’s access. These areas have been obtained by the State, for the State personnel and Contractor’s access and use, through a License Agreement with Chevron Products Company. The Contractor shall fully inform himself of, and shall fully abide by, the terms and conditions of the said agreement. A copy of the License Agreement is attached and copies of which are also available for inspection at the Office of the Toll Bridge Program Duty Senior at District 4 Office, 111 Grand Avenue, Oakland, California 94612; telephone number (510) 286-5549; e-mail address duty_senior_tollbridge_district04@dot.ca.gov. Any modifications of the License Agreement between the Department of Transportation and Chevron Products Company shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor."

In the Special Provisions, Section 10-1.14, "TRANSPORTATION FOR THE ENGINEER," third paragraph, the requirements for the work boat under "EQUIPMENT" and "ELECTRONICS" are revised as follows:

EQUIPMENT:

1) Aluminum or steel hull construction
2) Tires or rubber fenders for fendering around the boat
3) Mooring bitts located forward and aft on boat
4) 50 lb. anchor with chain and line (adequate for specific site condition)

ELECTRONICS:

1) VHF/FM Radio System
2) One (1) Com 58 or equal
3) Radar System Furuno 731 or equal
4) Depth finder digital
5) Compass Richie navigator 2 each or equal
6) State compatible cellular/radio system, boat mounted with loud speaker

In the Special Provisions, Section 10-1.20, "MAINTAINING TRAFFIC," the eighteenth paragraph is amended to read:

"Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day, December 25th and December 31st. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday."

In the Special Provisions, Section 10-1A.02A, "BRIDGE REMOVAL (PORTION)," second paragraph, the following is added for bridge removal (portion):

"Air and water tank buildings, including building contents, on tower legs at piers 34 and 48."

In the Special Provisions, Section 10-1A.02A, "BRIDGE REMOVAL (PORTION)," the third paragraph is revised as follows:

"Bridge removal (portion) (fender) shall consist of removing portions of existing fender systems, including the entire fender system at piers 33, 36, 46, and 49 with ladders and handrails; portions of the existing ring beam and supporting steel pipe piles at piers 34, 35, 47, and 48; and any other portions of the fender systems shown on the plans."

In the Special Provisions, Section 10-1A.08, "PILING," under the subsection, "STEEL SHELLS," the second paragraph in "Manufactured Steel Shells" is revised to read:

"Manufactured steel shells shall conform to the requirements of ASTM 252, Grade 3, except for steel pipe reinforcement used for micropiling which shall conform to the requirements of API-5L, Grade X52 or API-5L Grade X65, and the following requirements."

In the Special Provisions, Section 10-1A.08, "PILING," under the subsection, "MICROPILING," the last sentence of the first paragraph in "Materials," is revised to read:

"Steel Pipe reinforcement for micropiling shall conform to the requirements for API-5L Grade X52, except for the steel pipe reinforcement for the performance test micro pile at Pier 39, which shall conform to the requirements for API-5L Grade X65."

In the Special Provisions, Section 10-1B.05, "PILING," under the subsection, "PILE DRIVING," the last sentence of the sixth paragraph under "General" is deleted.

In the Special Provisions, Section 10-1B.33, "STEEL STRUCTURES," under the heading, "GENERAL," the following paragraphs are added after the fourth paragraph of the subsection, "ERECTION AND CONNECTIONS TO EXISTING STRUCTURE":

"Temporary bracing struts, as shown on the plans, shall be installed prior to removing the lacing bars and perforated plates for replacement work.

Removing lacing bars and perforated plates shall conform to the provisions in "Bridge Removal (Portion)," elsewhere in these special provisions."

In the Special Provisions, Section 10-1B.33, "STEEL STRUCTURES," under the subsection, "MEASUREMENT AND PAYMENT," the sixth paragraph is replaced by the following paragraphs:

> "Full compensation for modifying existing steel members for retrofitting, including drilling holes, removing existing members, removing portion of existing members, removing and reattaching existing members, and curb and rail modification during truss vertical retrofitting, as shown on the plans, shall be considered as included in the contract price paid per pound for erect structural steel (bridge), and no additional compensation will be allowed therefor.
>
> Full compensation for lacing bars and perforated plates replacement work including providing temporary bracing struts, removing lacing bars and perforated plates, shall be considered as included in the contract price paid per pound for erect structural steel (bridge), and no additional compensation will be allowed therefor."

In the Proposal and Contract, the Engineer's Estimate Item 1 is revised as attached.

To Proposal and Contract book holders:

- REPLACE PAGE 3 OF THE ENGINEER'S ESTIMATE IN THE PROPOSAL WITH THE ATTACHED REVISED PAGE 3 OF THE ENGINEER'S ESTIMATE. THE REVISED ENGINEER'S ESTIMATE IS TO BE USED IN THE BID.

- ATTACHED IS A COPY OF THE LICENSE AGREEMENT BETWEEN CHEVRON PRODUCTS COMPANY AND THE STATE OF CALIFORNIA.

- 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 UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

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

NICK YAMBAO, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachments

5-1.23 OVERHEAD

The Contractor will be compensated for overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time related overhead costs shall not include costs that are not related to time, including but not limited to mobilization, licenses, permits, and any other charges incurred only once during duration of the contract.

The quantity of time related overhead to be measured for payment will be the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1) suspensions of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

a) suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; and

b) suspensions ordered due to unsuitable weather conditions;

2) extensions of time granted by the State in accordance with the provisions of the fifth paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or

3) reductions in contract time set forth in approved contract change orders, in accordance with Section 4-1.03, "Changes," of the Standard Specifications.

The contract price paid for time related overhead shall include full compensation for time related overhead measured for payment as specified above, incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor.

No adjustment in compensation will be made for any increase or decrease in the quantities of time related overhead required, regardless of the reason for the increase or decrease. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities" and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications, shall not apply to time related overhead.

For the purpose of making partial payments pursuant to Section 9-1.06, “Partial Payments,” of the Standard Specifications, the amount set forth for the contract item of time related overhead shall not exceed 15 percent of the total contract bid price.

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, not yet paid for the total contract item price for time related overhead and the amount, if any, payable for the contract item price for time related overhead in excess of 15 percent of the original contract amount, will be included for payment in the first estimate made after acceptance of the contract in accordance with Section 9-1.07, "Payment after Acceptance," of the Standard Specifications.

Full compensation for all overhead costs incurred during the performance of extra work and additional item work that is not a controlling operation and for all overhead other than time related overhead measured and paid for as specified above, shall be considered to be included in the markups specified in "Force Account Payment" of these special provisions and in the various items of work and no additional compensation will be allowed therefor.

DOUBLE-CRESTED CORMORANT, WESTERN GULLS AND OTHER BIRD SPECIES

Double-Crested Cormorant (DCCO).--The DCCO breeding season extends from March 1 through August 31. Prior to March 1 of each year, the Contractor shall remove existing nests from the work areas.

The majority of the double-crested cormorant colony nest on the bridge between Piers 52 through 57 (inclusive). This "Cormorant Colony " is defined as the area from Piers 52 through 57 (inclusive) with vertical limits from the lower bridge deck to 30 feet below the lower bridge deck bottom chord. No activity shall occur between Piers 52 through 57 (inclusive) during the “Closure Period" as defined in section “Harbor Seal” above. Additionally, no activity shall be performed within the "Cormorant Colony" from March 1 to August 31 of any year once nests are completed.

For areas outside the "Cormorant Colony," the Contractor shall take the following exclusionary measures to prevent DCCO from constructing and completing nests beginning March 1 through August 31 of each year:

a. Install temporary hardware cloth devices over the "H" beams in the work area
b. Wash off nest material, unless nest contains chicks or eggs

Should nests be completed and eggs laid or chicks hatched, work impacting the birds/eggs or nests must cease. Nests, eggs, and chicks may not be removed or destroyed. Adult and chick DCCO must have access to completed nests at all times.

Western Gulls.--Western gulls breeding season extends from March 1 through August 31. Prior to March 1 of each year, existing nests shall be removed. After March 1 .of each year, incomplete nests shall be removed on a daily basis. If any nests are completed or are occupied by eggs or chicks, they shall not be removed. Any work which causes the adult gulls to leave the nests for more than ten minutes will not be permitted within 20 feet of the nests.

It is estimated that approximately 100 double-crested cormorant and other bird species nests could be present outside the "Cormorant Colony".

Double-crested cormorants (DCCO) and western gulls are afforded protection during their annual nesting season under provisions of the MBTA. The MBTA allows the “scaring” and “herding” of adult DCCO and western gulls during the breeding season, but not “taking” them. “Taking” is defined as "pursuing, hunting, shooting, wounding, killing, trapping, capturing, collecting or attempting to pursue, hunt, shoot, wound, kill, trap, capture or collect" (50 CFR 10.12 General Provisions)."Scaring" and "herding" shall only apply to the adult birds prior to egg laying and chicks hatching. “Scaring” and "herding” are defined as frightening the adult birds who are attempting to construct nests, but not physically harming or "taking" them. To "frighten" means causing the adult birds to leave the nest and eggs or young unattended. The absence of the adult can lead to loss of eggs and chicks, therefore resulting in "taking" the species, which is a felony subject to fine and/or imprisonment.

Any delays caused by the Contractor's failure to protect work areas from nesting birds will be borne by the Contractor. It is the Contractor's responsibility to protect the project from known circumstances that could delay the contract, or bear the losses from such a delay. No extension of time nor compensation will be granted for a suspension of work due to nesting birds.

Full compensation for preventing nesting and for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefore.

Richmond-San Rafael Bridge Seismic Retrofit
ENVIRONMENTAL WORK RESTRICTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No activity within "Cormorant Colony"												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Anticipated Double-Crested Cormorant Breeding Season (For Work Outside "Cormorant Colony") Anticipated Western Gull Breeding Season												

ENGINEER'S ESTIMATE
04-0438U4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	047865	TIME RELATED OVERHEAD	WDAY	1,450		
2	047866	ESTABLISH MARINE ACCESS	LS	LUMP SUM	LUMP SUM	
3	016600	ELECTRONIC MOBILE DAILY DIARY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
4	016601	TEMPORARY STOCKPILE COVER	SQYD	2,000		
5	016602	STABILIZED CONSTRUCTION ENTRANCE	EA	2		
6	016603	TEMPORARY CONSTRUCTION ROAD	SQYD	1,700		
7	016604	TEMPORARY STRAW BALE BARRIER	LF	3,500		
8	016605	TEMPORARY CONCRETE WASHOUT FACILITIES	LS	LUMP SUM	LUMP SUM	
9	016606	TRANSPORTATION FOR THE ENGINEER	LS	LUMP SUM	LUMP SUM	
10	016607	INFORMATIONAL SIGN BOARD	EA	2		
11	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	LUMP SUM	
12	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
13	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
14	074029	TEMPORARY SILT FENCE	LF	6,000		
15 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
16 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
17 (S)	120151	TEMPORARY TRAFFIC STRIPE (TAPE)	LF	70,800		
18 (S)	120152	TEMPORARY PAVEMENT MARKING (TAPE)	SQFT	540		
19 (S)	120300	TEMPORARY PAVEMENT MARKER	EA	4,750		
20 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	14		

REVISED PER ADDENDUM NO. 2 DATED NOVEMBER 22, 1999