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**** WARNING ** WARNING ** WARNING ** WARNING ****

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March 15, 2007

04-SCI-152-R31.7/34.3
04-174934
ACNH-P152(070)E
HP21L-6204(061)
HP21L-6204(062)
Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SANTA CLARA COUNTY NEAR GILROY FROM 0.2 KM EAST OF SAN FELIPE ROAD TO 1.3 KM WEST OF ROUTE 156.

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 24, 2007.

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

In the Special Provisions, Section 5-1.16, "PROJECT INFORMATION," the fourth, fifth, and sixth paragraphs are revised as follows:

"Information available for inspection at the District Office is as follows:

- A. Soil Investigation.
- B. Regional Water Quality Control Board Order No. 2004-0004-DWQ (Order).
- C. United States Fish and Wildlife Service Biological Opinion (Biological Opinion).

Cross sections are available in paper.

The District Office in which the work is situated is located at 111 Grand Avenue Oakland, CA 94612.

Copies of the Order and Biological Opinion may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916)-654-4490."

In the Special Provisions, Section 5-1.175, "RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE," is added as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," is revised as attached.

In the Special Provisions, Section 10-1.03, "GENERAL MIGRATORY BIRD PROTECTION," is revised as attached.

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In the Special Provisions, Section 10-1.035, "BIOLOGICAL MONITORING," is added as attached.

In the Special Provisions, Section 10-1.052, "TEMPORARY FENCE (TYPE ESA)," is added as attached.

In the Special Provisions, Section 10-1.055, "TEMPORARY PERIMETER BARRIER (VERTIBRATE EXCLUSION FENCING)," is added as attached.

In the Special Provisions, Section 10-1.27, "CLEARING AND GRUBBING," the first paragraph is revised as follows:

"Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions. Attention is directed to "Migratory Bird Protection" regarding clearing and grubbing of bird habitat."

In the Proposal and Contract, pages 18, 19, 20 and 21 are added as attached.

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.

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

Attachments

5-1.175 RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE

A portion of this project is located within the jurisdiction of the United States Fish and Wildlife Service (USFWS). The Department has entered into a programmatic agreement and has accepted a Biological Opinion for this project. The Contractor shall be fully informed of the requirements of this Biological Opinion as well as the rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the Biological Opinion may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814. telephone (916) 654-4490, and are available for inspection at the office of the District Director of Transportation at 111 Grand Avenue, Oakland, CA 92643.

Attention is directed to "Order of Work" of these special provisions regarding related environmental requirements and restrictions of the Biological Opinion.

The Contractor's attention is directed to the following terms or conditions that are among those established by the USFWS in their Biological Opinion for this project:

- A. Prior to performing any work all Contractor and State field personnel, shall complete a 2 hour minimum USFWS Biological Opinion permit training that communicates details of the permit requirements, project wildlife species information as well as include information regarding duties of the Biological Monitor and compliance with California Department of Fish and Game and USFWS requirements. The initial training and any subsequent training, if required, will be provided by the Department's Biologist at the Engineer's field office. Training shall be repeated for all new personnel entering the job site.
- B. The Contractor shall stay within the "Permit to Enter and Construct" (PTE) area as shown on the plans, for construction of the Access Road and Fire Break Road. Upon completion of the Access Road and Fire Break Road, the contractor shall stay within the "Temporary Construction Easement" (TCE) as shown on the plans.
- C. Construction excavations including trench excavation for drainage systems greater than 0.6 m deep must either be covered completely or filled in at the end of each workday, or temporary dirt or wooden plank access ramps of minimum 0.6 m width with maximum slope of 1:2, vertical:horizontal, shall be provided at maximum spacing of 60.0 m. The Contractor shall visually inspect all such excavations at the beginning and end of the work day, and immediately prior to backfilling, for the presence of the following endangered and threatened species: San Joaquin kit fox, California tiger salamanders, or red-legged frogs. If any of these species are sighted, all work within 20.0 m of the area shall be halted and any sightings shall be immediately reported to the Engineer.
- D. All construction pipes, culverts, or similar structures with a diameter of 100 millimeters or greater that are stored at the construction site for one or more overnight periods shall be thoroughly inspected for San Joaquin kit foxes, California tiger salamanders, and California red-legged frog prior to commencing activities for the day, or at the latest, prior to the pipe being buried, capped, or otherwise used or moved in any way. If a San Joaquin kit fox, California tiger salamander, or California red-legged frog is found, the Contractor shall immediately stop all construction activities 20 m from the species of concern and notify the Engineer until the animal can safely be removed by the Biological Monitor.
- E. A 32 kph speed limit shall be strictly observed in the construction zone except on the existing highway
- F. A litter control program shall be required for this project. All workers shall ensure that their food scraps, paper wrappers, food containers, cans, bottles, and other trash from the project area are deposited in 32 gallon commercial quality covered or closed trash containers, approved by the Engineer. Trash containers shall be removed from the project area at the end of each working day.
- G. Asphalt Concrete grindings and waste shall not be stored or placed within undisturbed areas and at a minimum shall be 45.0 m away from any culvert including inlet and outlet, wash, pond, vernal pool or stream crossing.
- H. No staging areas shall be located within 20.0 m from any riparian and aquatic habitat, or water body, or within the 50 m of the east end of the project limits.
- I. No canine or feline pets, or firearms (except firearms carried by Federal, State, or local law enforcement officers and security personnel) shall be permitted within the project limits.
- J. Use of any rodenticide or herbicide is prohibited.
- K. Use of plastic mono-filament netting is prohibited. Coconut coir matting or tackified hydroseeding compounds are acceptable.

Modifications to the agreement between the Department of Transportation and USFWS that are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the USFWS for their consideration.

No work shall be performed which is inconsistent with the original Biological Opinion or proposed modification prior to receiving written approval from the Engineer.

Modifications to the agreement between the Department of Transportation and USFWS shall be fully binding on the Contractor.

The provisions of this section and approved modifications shall be made a part of every subcontract executed pursuant to this contract.

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

Full compensation for any delays or stoppage of work to the Contractor's operations resulting from the sighting of California tiger salamander, or California red-legged frog, up to 50 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 therefore. 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 50 hours as referenced above.

If, in the opinion of the Engineer, completion of the work is delayed or stoppage of work resulting from the sighting of California tiger salamander, or California red-legged frog, is beyond the 50 hours as previously specified, 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.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The construction of preconstruction shotcrete test panels shall be a first order of work.

The Contractor shall stay within the "Permit to Enter and Construct" (PTE) area to prevent encroachment of construction personnel and equipment onto any area outside the PTE during project work activities.

Prior to Stage 1 construction, all Access Roads and Fire Break Roads shall be constructed.

Upon completion of the Access Road and Fire Break Roads, the Fence (Type BW and Type WM) shall be installed along the Temporary Construction Easement (TCE) as shown on the plans.

Prior to performing any work all Contractor and State field personnel, shall complete a United States Fish and Wildlife Service (USFWS) Biological Opinion permit training. Attention is directed to "Relations with United States Fish and Wildlife Service" of these special provisions, regarding training. The Contractor shall notify the Engineer 10 calendar days prior to beginning of work. No work shall begin until the construction personnel have been trained.

The Engineer will provide Biological Monitor(s) at the project site to ensure that the construction work is performed in accordance with the USFWS Biological Opinion. The Biological Monitor is an agent of the Engineer and is authorized to stop any Contractor's construction operation that is in violation of Biological Opinion. The Contractor shall ensure that the work proceeds in accordance with the USFWS Biological Opinion including any and all coordination required with the Engineer to enforce the Biological Opinion. Only the Biological Monitor has the authority to handle San Joaquin kit fox, California tiger salamanders, or California red-legged frogs found at the site.

Prior to beginning of work, a pre-construction survey will be conducted by the Biological Monitor for the San Joaquin kit fox, California tiger salamander, California red-legged frog, and raptor and migratory bird nesting within the project limits. If presence of any of the above species or of a raptor or bird's nest are observed during the survey, a buffer zone will be delineated by the Biological Monitor between construction zone and habitat as described in the USFWS Biological Opinion, "Migratory Bird Protection," and "Biological Monitoring" elsewhere in these special provisions. The Contractor shall install "Temporary Fence (Type ESA)" as specified in this special provision.

If, in the opinion of the Engineer, completion of the work is delayed or stoppage of work occurs, due to the creation of buffer zones, from the findings of the pre-construction surveys, 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.

If construction will occur between October 15-April 30, the Contractor will install Temporary Perimeter Barrier (Vertebrate Exclusion Fencing) around any work areas if it is necessary to continue construction activities during that time. The "Temporary Perimeter Barrier (Vertebrate Exclusion Fencing)" will be constructed as shown on plan details and will extend along the work area boundary, at least 100 m beyond the areas of active construction.

All construction activity shall be confined within the project limits, as shown on the plans. At no time shall equipment or personnel be allowed to adversely affect areas outside the project limits without authorization in writing from the Engineer.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

Prior to applying asphalt concrete (Type A), the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the asphalt concrete (Type A) has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per tonne for asphalt concrete (Type A), and no additional compensation will be allowed therefore.

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Fiber Rolls" of these special provisions regarding the installation of fiber rolls prior to the start of erosion control (Type D) work.

Attention is directed to "Erosion Control (Netting)" of these special provisions regarding the installation of erosion control (Netting) prior to the start of erosion control (Type D) work.

Attention is directed to "Check Dam" of these special provisions regarding the installation of check dams prior to the start of erosion control (Type D) work.

Attention is directed to "Move in/Move out" of these special provisions regarding that the application of erosion control may require several move in/ move outs of erosion control equipment.

10-1.03 MIGRATORY BIRD PROTECTION

The Contractor shall protect migratory birds, their occupied nests, and their eggs as specified in these special provisions. Note that burrowing owls are migratory birds.

Nesting or attempted nesting by migratory birds is anticipated to occur between, but not limited to, February 15 and September 1.

The Federal Migratory Bird Treaty Act (16 U.S.C. 703 et seq.), Title 50 Code of Federal Regulations part 10, and California Department of Fish and Game Code Sections 3503, 3513, and 3800, protect migratory birds, their occupied nests, and their eggs.

The Federal and California Endangered Species Acts protect occupied and unoccupied nests of some threatened and endangered bird species. The Bald Eagle Protection Act (16 U.S.C. 668) prohibits the destruction of bald and golden eagles occupied and unoccupied nests.

When evidence of migratory bird nesting that may be adversely affected by construction activities is discovered, or when birds are injured or killed as a result of construction activities, the Contractor shall immediately stop work within 20.0 m of the nests and notify the Engineer. Work shall not resume until the Engineer provides written notification that work may begin in this location.

Preventing nesting by using appropriate exclusion techniques will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications and "Time Related Overhead" of these special provisions.

Nest removal activities shall not deposit in, permit to pass into, or place nest materials where they can pass into the waters of this state.

Penalties as used in this section, "Migratory Bird Protection," 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 shall include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department shall retain or withhold monies due the Contractor under the 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, regulations or requirements. The Department shall 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 shall inform the Contractor of the withheld amount.

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

Full compensation for any delays or stoppage of work to the Contractor's operations resulting from sighting of migratory birds, their occupied nests, and their eggs, up to 50 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. 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 50 hours as referenced above.

Nesting prevention measures performed by the Contractor will be paid for as extra work as provided in Section 4-1.03D, D, "Extra Work," of the Standard Specifications.

A delay for performing any items of work due to migratory birds or their nests will be considered a temporary suspension of work in accordance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Adjustments will be made for delays that the Engineer determines are not due to the Contractor's failure to perform the work as specified in these special provisions will be made in the same manner as for suspensions due to unsuitable weather in Section 8-1.05, "Temporary Suspensions of Work."

10-1.035 BIOLOGICAL MONITORING

Attention is directed to "Relations with United States Fish and Wildlife Service," "Order of Work," and "Migratory Bird Protection," elsewhere in these special provisions.

The Contractor shall ensure protection of wildlife and plant species of concern during construction

The Engineer will provide Biological Monitor on the project to monitor for the presence of listed endangered and threatened plant and wildlife species, general wildlife, and bird nests. San Joaquin kit fox, California red-legged frog and California tiger salamander, all listed endangered and threatened species, are of concern in the project area.

The Contractor shall allow safe access within the construction area for the Biological Monitor to conduct monitoring activities at all times. Biological Monitor may conduct monitoring activities one hour prior to the start of construction activities and throughout the duration of the work shift(s).

If endangered or threatened wildlife, or nests are encountered on the project site, construction activities in the surrounding area shall be halted immediately. The Engineer shall be notified immediately, and construction activities shall stop within 20 m of the area as designated elsewhere in these special provisions until the Engineer provides written notification to continue work.

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

Full compensation for any delays or stoppage of work to the Contractor's operations resulting from compliance with Biological Monitoring activities up to 50 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. 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 50 hours as referenced above.

Compensation for any delays or stoppage of work to the Contractor's operations resulting from compliance with Biological Monitoring activities does not apply to activities in buffer zones established by the pre-construction surveys in Section 10-1.01, "Order of Work," of the Special Provisions.

If, in the opinion of the Engineer, completion of the work is delayed or stoppage of work resulting from compliance with Biological Monitoring, not resulting from preconstruction surveys, is beyond the 50 hours as previously specified, 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.

10-1.052 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed as specified in these special provisions and as directed by the Engineer.

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions.

High Visibility Fabric

High visibility fabric shall be machine produced, orange colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant, shall be a minimum of 4 feet in width with a maximum mesh opening of 2" x 2". High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

- A. Wood posts shall be fir or pine, shall have a minimum cross section of 2" x 2", and a minimum length of 5.25 feet. The end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservative.
- B. Steel posts shall have a "U," "T," "L," or other cross sectional shape that resists failure from lateral loads. Steel posts shall have a minimum weight of 0.75 pounds per linear foot and a minimum length of 5.25 feet. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

- A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier.
- B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 24 inches along the length of the steel post.

INSTALLATION

Temporary fence (Type ESA) shall be installed as follows:

- A. All fence construction activities shall be conducted from outside the ESA as shown on the plans or as staked.
- B. Posts shall be embedded in the soil a minimum of 16 inches. Post spacing shall be 8 feet maximum from center to center and shall at all times support the fence in a vertical position.
- C. Temporary fence (Type ESA) shall be constructed prior to clearing and grubbing work, shall enclose the foliage canopy (drip line) of protected plants, and shall not encroach upon visible roots of the plants.
- D. Temporary fence (Type ESA) shall be located so that it is visible, as determined by the Engineer.

When Type ESA temporary fence is no longer required, as determined by the Engineer, the temporary fence shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, except when reused as provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurs.

MEASUREMENT AND PAYMENT

Furnishing, Installing, maintaining, and removing of temporary fence (Type ESA) will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

10-1.055 TEMPORARY PERIMETER BARRIER (VERTEBRATE EXCLUSION FENCING) (OCTOBER 15 TO APRIL 15)

Temporary Perimeter Barrier (Vertebrate Exclusion Fencing) shall be placed in areas where work remains to be completed from October 15, through April 15. The barrier shall be in place no later than October 14. Temporary Perimeter barrier shall be maintained so that it is intact during rain events and for the period 24 hours after any rain event.

Temporary Perimeter barrier shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Preparation shall include all the work required to make ready the areas for installation of Temporary Perimeter Barrier (Vertebrate Exclusion Fencing). Loose rocks larger than 60 mm in maximum dimension and debris shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, unless otherwise permitted by the Engineer.

MATERIALS

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Materials shall conform to the following:

- A. Plywood shall be 12.6 mm thick (minimum), with a nominal dimension of 1.2 m x 2.43 meters. Plywood shall be pressure treated to resist decay.
- B. Wood bracing shall be as shown on the plan, and shall be pressure treated to resist decay.
- C. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post prior to installation.
- D. High visibility fabric shall be machine produced, orange colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant, shall be a minimum of 1.2 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.
- E. Tie wire shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

INSTALLATION

Temporary Perimeter barrier shall be installed as detailed on the plans and as follows:

- A. Temporary Perimeter barrier shall consist of new plywood sheets anchored to steel posts with tie wire as detailed on the plans. Holes shall be made through the plywood to adequately anchor the plywood to the steel posts and ensure snug overlap of plywood. Plywood shall be installed below grade as detailed on the plans.
- B. Temporary perimeter barrier shall be installed along the limits of work as defined by the temporary construction easement or right-of-way line, and will extend 90 meters (300 feet) beyond the work area.
- C. Posts shall at all times support the fence in a vertical position.

Temporary Perimeter barrier shall be inspected daily by the Contractor to ensure that it is functional. Temporary Perimeter barrier that is damaged, or is found not functional, during the progress of the work, shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, Temporary Perimeter Barrier shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed Temporary Perimeter Barrier materials that are not damaged may be constructed in the permanent work provided the materials conform to the requirements specified for the permanent work and such materials are new when used for the Temporary Perimeter Barrier.

MEASUREMENT AND PAYMENT

Full compensation for the cost of Temporary Perimeter Barrier shall be considered as included in the costs of the other contract items and no additional compensation will be allowed therefore.

Temporary Perimeter Barrier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Temporary Perimeter Barrier, complete in place, including maintenance and removal of Temporary Perimeter Barrier, as detailed on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND**

We, _____
_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
(Copy here the exact description of work, including location, as it appears on the Proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On this _____ day of _____ in the year _____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 04-174934

THIS AGREEMENT, made and concluded, in duplicate, _____, between the State of California, by the Department of Transportation thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH,

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Transportation, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the Department of Transportation Standard Plans, dated July 2004, Standard Specifications, dated July 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated March 5, 2007 and are entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON STATE HIGHWAY IN SANTA CLARA COUNTY NEAR GILROY FROM 0.2 KM EAST OF SAN FELIPE ROAD TO 1.3 KM WEST OF ROUTE 156

The project plans for the work to be done were approved May 22, 2006 and are entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SANTA CLARA COUNTY NEAR GILROY FROM 0.2 KM EAST OF SAN FELIPE ROAD TO 1.3 KM WEST OF ROUTE 156

Contract No. 04-174934

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ADDED PER ADDENDUM NO. 2 DATED MARCH 15, 2007

ARTICLE II.--

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Department of Transportation, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ENGINEER'S ESTIMATE

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
		(Items in CONTRACT will be the same as those bid in PROPOSAL)				

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

**STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

Contractor

By _____

Licensed in conformance with an act providing for the registration of contractors, License No.

Federal Employer Identification Number

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, Department of Transportation

Approved Effective _____

INFORMATION ONLY

NOT TO BE COMPLETED WITH BID