

**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF ENGINEERING SERVICES**  
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**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
**This document is intended for informational purposes only.**

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.

December 15, 2006

04-Mrn-101-9.2/9.8  
04-2937U4  
ACNH-Q101(122)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in MARIN COUNTY IN MILL VALLEY AT SOUTHBOUND OFFRAMP TO EAST BLITHEDALE AVENUE AT ROUTE 101/131 SEPARATION.

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 January 3, 2007.

This addendum is being issued to revise the Notice to Contractors and Special Provisions and the Federal Minimum Wages with Modification Number 45 dated 12-01-06.

In the Notice to Contractors and Special Provisions, in the Registered Persons signature and seal sheets, the signature and seal sheets are revised as attached.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is revised as attached.

In the Special Provisions, Section 5-1.23, "MIGRATORY BIRD TREATY ACT," is 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.

Addendum No. 1  
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This office is sending this addendum by confirmed facsimile all 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](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

**CONTRACT NO. 04-2937U4**

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

**HIGHWAY**

*Brenda Robson*  
REGISTERED CIVIL ENGINEER



**STRUCTURES**

*Ruth Fernandes* 7/26/06  
REGISTERED CIVIL ENGINEER DATE



**ELECTRICAL**

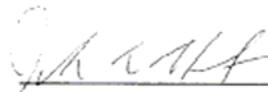
*M. Noll*  
REGISTERED ELECTRICAL ENGINEER



**CONTRACT NO. 04-2937U4**

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

**TRAFFIC**

  
REGISTERED CIVIL ENGINEER

11/22/06



**LANDSCAPE**

REGISTERED LANDSCAPE ARCHITECT



#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," and 20-4.08, "Plant Establishment Work," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the sign panels and electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the dates that the sign panels and electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within 90 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work (except plant establishment work) shall be diligently prosecuted to completion before the expiration of **230 WORKING DAYS** beginning on the date that work begins or beginning on the ninetieth calendar day after approval of the contract, whichever occurs first.

The Contractor shall pay to the State of California the sum of \$ 3,600 per day, for each and every calendar day's delay in finishing the work (except plant establishment work) in excess of **230 WORKING DAYS**.

The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of **480 WORKING DAYS** beginning on the date that work begins or beginning on the ninetieth calendar day after approval of the contract, whichever occurs first.

The Contractor shall pay to the State of California the sum of \$600 per day, for each and every calendar day's delay in completing the work in excess of **480 WORKING DAYS**.

The 72 hours advance notice before beginning work referred to in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 5 days advance notice for this project.

In no case will liquidated damages of more than \$ 3,600 per day be assessed.

### **5-1.23 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 March 1 and September 1 (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.

Outside of the nesting period, the Contractor shall remove existing nests 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 that will be permanently impacted by construction
2. Tree removal
3. Netting of structures using Heavy Delta Knotless Netting, 12.7 mm square mesh
4. Mechanical removal.

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.

A delay to the controlling item due to nesting birds 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 provision of the contract in the same manner as for suspensions due to unsuitable weather in Section 8-1.05.

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. Full compensation for all work involved in complying with the Migratory Bird Treaty Act, including remediation measures and installing, maintaining, and removing exclusion techniques, shall be considered as included in the various contract items involved and no separate payment will be made therefor.