Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY

DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS

PROJECT MANUAL

Mental Health Services EV Charger Project

SPECIFICATION NO. 27-11799-C

November, 2026

ADVERTISEMENT DATE: November 16, 2026

PRE-BID CONFERENCE: December 1, 2026

BID OPENING DATE: Thursday December 17, 2026

1947 CENTER STREET, 4th Floor, BERKELEY, CALIFORNIA 94704 (510) 981-6400

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Document 00 0101

CITY OF BERKELEY

DEPARTMENT OF PUBLIC WORKS

PROJECT MANUAL

Mental Health Services EV Charger Project

at

2640 Martin Luther King Jr Way
Berkeley, CA 94704

SPECIFICATION NO. 27-11799-C
November, 2026

Prepared By: Signed by: 321BEE16A277496...
Uriel Gonzalez, Assistant Public Works Engineer

Reviewed By: Signed by: C571E59CB4EA4E1...
Titus Chen, Interim Supervising Civil Engineering

ENGINEERING DIVISION
1947 CENTER STREET, 5TH FLOOR
BERKELEY, CALIFORNIA 94704

Project Manager
Uriel Gonzalez, Assistant Public Works Engineer
Phone: (510) 981-6627
Email: UGonzalez@berkeleyca.gov

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 0110

TABLE OF CONTENTS

Division	Section	Title
INTRODUCTORY INFORMATION		
	00 0101	Title Page
	00 0110	Table of Contents
	00 0115	Drawing List
BIDDING REQUIREMENTS		
	00 1113	Notice Inviting Bids
	00 2113	Instructions to Bidders
	00 3132	Geotechnical Data and Existing Conditions
BID FORMS AND BID SUBMITTALS		
	00 4113	Bid Form
	00 4313	Bond Accompanying Bid
	00 4314	Bidder Registration and Experience Form
	00 4330	Subcontractors List
	00 4513	Statement of Qualifications
	00 4519	Non-Collusion Affidavit
	00 4546	Bidder Certifications
CONTRACT FORMS		
	00 5100	Notice of Intent to Award for Construction
	00 5200	Agreement
	00 5500	Notice to Proceed
	00 6113.13	Construction Performance Bond
	00 6113.16	Construction Labor and Material Payment Bond
	00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
	00 6325	Substitution Request Form
	00 6530	Release of Claims
	00 6536	Guaranty
	00 6580	City of Berkeley Contracting Polices
CONDITIONS OF THE CONTRACT		
	00 7200	General Conditions
	00 7201	Supplemental General Conditions
	00 7316	Supplementary Conditions – Insurance
	00 7317	Supplementary Conditions – City of Berkeley Contracting Policies
	00 7319	Supplementary Conditions – Health and Safety Requirements; Hazardous Materials
	00 7380	Apprenticeship Program
	00 9113	Addenda

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Division Section Title

GENERAL REQUIREMENTS

01 1100	Summary of the Work
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings
01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 4500	Testing and Inspection
01 5200	Temporary Facilities
01 5526	Traffic Control
01 5700	Temporary Controls
01 7329	Cut-Patch
01 7413	Project Cleaning
01 7419	Construction Waste Management
01 7700	Contract Closeout
01 7800	Closeout Submittals

TECHNICAL SPECIFICATIONS

02 40 00	DEMOLITION
26 00 00	ELECTRICAL
31 20 00	EARTHWORK
31 23 19	DEWATERING
31 23 24	TRENCH EXCAVATION AND BACKFILL
31 25 13	EROSION CONTROLS
32 11 23	AGGREGATE BASE
32 12 16	ASPHALT CONCRETE PAVING
32 16 13	CONCRETE CURBS, GUTTERS, AND SIDEWALKS
32 17 23	PAVEMENT MARKINGS
33 30 00	SITE SANITARY SEWER SYSTES

APPENDICES

CITY OF BERKELEY STANDARD SPECIFICATIONS
CONSTRUCTION WASTE MANAGEMENT PLAN (GREEN HALO)
PEDESTRIAN, BICYCLE, AND BUS FACILITY ACCOMODATION IN CONSTRUCTION ZONES
PERMIT DECLARATION

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Sheet Number	Description
G0.0-4A	COVER SHEET - 4A
C0.01-4A	CIVIL INDEX, GENERAL NOTES, AND LEGEND
C1.00-4A	EXISTING CONDITIONS/DEMOLITION PLAN
C1.01-4A	LAYOUT PLAN
C1.02-4A	COMPOSITE PLAN
C2.00-4A	CONSTRUCTION DETAILS
C3.00-4A	EROSION CONTROL PLAN
S0.01-4A	GENERAL NOTES
S1.01-4A	PLAN AND DETAILS
E0.0-4A	SYMBOL LIUST, GENERAL NOTES & SHEET INDEX – ELECTRICAL
E0.1-4A	POLLUTION PREVENTION PLAN
E1.0-4A	SITE PLAN – POWER
E2.0-4A	ENLARGED PLAN, PARTIAL SINGLE LINE DIAGRAM 7 SCHEDULE – ELECTRICAL

TABLES

SCHEDULES

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 - INVITATION TO BID

1.01 Notice Inviting Bids: City of Berkeley ("City") will receive sealed Bids at City of Berkeley, Purchasing Manager's Office, located at the Martin Luther King Jr. Civic Center, 2180 Milvia Street, Third Floor, Berkeley, CA 94704, Telephone (510) 981-7320, until **2:00 PM, Tuesday, December 17, 2026** for the following public work:

SPECIFICATION NO. 27-11799-C
CITY OF BERKELEY
Mental Health Services EV Charger Project
2640 Martin Luther King Jr Way

1.02 Project Description: Work includes site improvements and installation of EV Charging Stations, including ancillary work in accordance with the terms and conditions of the Contract Documents. Work shall be completed within **105** Calendar Days from the date when Contract Time commences to run.

1.03 Procurement of Bidding Documents:
Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents by November 16, 2026 from City of Berkeley's Public Works website under Current Construction Project Bid Opportunities:

https://berkeleyca.gov/doing-business/working-city/bid-proposal-opportunities

For information pertaining to the Bidding Documents, please contact the Project Manager, Uriel Gonzalez, 1947 Center Street, 5th Floor, Berkeley, CA 94704, by Email at UGonzalez@berkeleyca.gov or by Telephone at (510) 981-6627 or by FAX **(510) 981-6390**.

1.04 Planholders List:

Bidders are responsible for notifying Uriel Gonzalez, via email at UGonzalez@berkeleyca.gov to be included on the Planholders List. Please include the following in the email subject header: "Planholders list for Specification No. 27-11799-C for Mental Health Services EV Charger Project". In the body of the email, please state the Name of the Company Representative, Company Name, Address, Telephone Number, Fax Number, and Email Address.

1.05 Instructions: Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit into the Bid Box, located at **City of Berkeley, Purchasing Manager's Office, Martin Luther King Jr. Civic Center, 2180 Milvia Street, Third Floor, Berkeley, CA 94704, Telephone (510) 981-7320** no later than the time and date set forth in Paragraph 1.01 above.

1.06 Non-Mandatory Pre-Bid Site Visit: City **WILL** conduct a Non-Mandatory Pre-Bid Conference and Site Visit at 2640 Martin Luther King Jr Way**.** The location of work is open to the public during normal business or daylight hours. It is recommended that potential bidders visit the site independently to review site conditions prior to bid. City will conduct a Pre-Bid Conference and Site Visit at 2640 Martin Luther King Jr Way, at 11:00 AM, Tuesday, December 1, 2026

1.07 Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.

1.08 Reservation of Rights: City specifically reserves the right, in its sole discretion, to reject any or

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. City may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 - LEGAL REQUIREMENTS

2.01 **Required Contractor's License(s):** A California **"A"** or **"B"** contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract. Specialty work may require a specialty contractor's license, held by Bidder or a listed subcontractor.

2.02 **Bid Alternates:** Bid alternates are identified in Document 00 4113 (Bid Form). The determination of lowest bid shall be based upon: Base contract bid price only.

2.03 **Substitution of Securities:** City will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.04 **Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at **http://www.dir.ca.gov/oprl/pwd/** and are deemed included in the Bidding Documents. The successful Bidder shall post the applicable prevailing wage rates at the Site.

2.05 **Community Workforce Agreement:** This contract **WILL NOT** be subject to the Community Workforce Agreement approved by the Berkeley City Council on June 23, 2015 (See Document 00 6580 – City of Berkeley Contracting Policies). The successful bidder and all subcontractors, at any tier, **WILL NOT** be required to sign an Agreement to be Bound as a condition precedent to entering into any contract for this project.

2.06 **First Source Construction Agreement:** This contract **WILL** be subject to the First Source Construction Agreement (See Document 00 6580 – City of Berkeley Contracting Policies).

2.07 This contract **WILL NOT** be subject to Supplementary Conditions for Federal Funding. Section 00 7201.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

Bids are requested by City of Berkeley ("City"), for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

A. City **WILL** conduct a **Non-Mandatory** Pre-Bid Conference and Site Visit at 2640 Martin Luther King Jr Way, at 11:00 AM, Tuesday, December 1, 2026. The location of work is open to the public during normal business or daylight hours. It is recommended that potential bidders visit the site independently to review site conditions prior to bid.

B. Questions regarding the site and the Bid Documents may be sent to the City's Representative to clarify such matters as Bidders may request. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at City's sole discretion, depending on staff availability.

C. City will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by City are not Contract Documents.

1.02 Required Pre-Bid Investigations

A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.

B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, which will be posted on the website location indicated in Document 00 1113 (Notice Inviting Bids), paragraph 1.03.

1.03 Bidder Questions and Answers

A. Bidders must direct all questions about the meaning or intent of Bidding Documents to City's Project Manager in writing as indicated in Document 00 1113 (Notice Inviting Bids), paragraph 1.03. Interpretations or clarifications considered necessary by City in response to such questions will be issued by written Addenda posted to the City's website.

B. Questions received less than ten (10) calendar days prior to the date for opening Bids may not be answered.

C. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City on the website as indicated in Document 00 1113 (Notice Inviting Bid), paragraph 1.03.

1. It is the Contractor's responsibility to check the City's website for Addenda prior to submitting their bid.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ARTICLE 2 - RECEIPT OF BIDS

2.01 Date and Time

A. Sealed Bids will be received by the City until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. City shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Two Envelope Bid Submission:

A. City will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.

B. Bidders must submit Bids in two envelopes: "Envelope A – Bid Submittals" and "Envelope B – Statement of Qualifications."

C. Bidders should mark their Bid envelopes using the name, address, identifying information and specification number, indicated in Document 00 1113 (Notice Inviting Bids).

2.03 Required Contents of "Envelope A – Bid Submittals"

A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to City and completed in accordance with the provisions of Document 00 4313.

C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.

D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.

E. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.

F. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

2.04 Required Contents of "Envelope B – Statement of Qualifications"

A. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

A. City will open each Bidders' Envelope A at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

C. For the purposes of award, the apparent low Bidder will be the conforming responsible Bidder offering the lowest total amount for the Total Base Bid shown in the Bid Form. Once the low bidder is determined as herein described, the City reserves the right to award any combination of Additive Bid alternates, or not award any Additive Bid alternates, as it deems to be in the best interest of the City, regardless of whether the total bid of the particular combination selected is higher or lower than any other bidder for that same combination.

D. For the Apparent Low Bidder only, City will open Envelope B and evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 4513 and for Responsibility.

E. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then City may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

B. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.

C. City may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.

D. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

A. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

B. City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.

C. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to the Project Manager as indicated in Document 00 1113, paragraph 1.03 before 3:30 p.m. of the fifth Business Day following opening of the Bidders' envelopes.

B. The initial protest document must contain a complete statement of the basis for the protest.

C. The protest must refer to the specific portion of the document that forms the basis for the protest.

D. The protest must include the name, address, and telephone number of the person representing the protesting party.

E. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder.

F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Intent to Award and Submittal of Executed Contract Documents

A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. City will issue Document 00 5100 Notice of Intent to Award. Such Award, if made, will be made within sixty (60) calendar days after the opening of the Bid Proposals.

B. Successful Bidder must execute and submit to City the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th calendar Day following the Notice of Intent to Award.

5.02 Required Contract Documents and Proof of Insurance

A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit **two** originals and an emailed PDF, each bearing an original signature (in blue ink) and initials on each page.

B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit **two** originals and an emailed PDF.

C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit **two** originals and an emailed PDF.

D. Document 00 6536 (Guaranty), fully executed by successful Bidder. Submit **two** originals and an emailed PDF.

E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions — Insurance and Indemnification): Submit **one** original set and an emailed PDF.

F. Document 006580 (City Contracting Policies), fully executed by successful bidder. Submit **one** original set and an emailed PDF.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

5.03 Failure to Execute and Deliver Documents:

A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages.

B. Upon such failure to timely deliver all required Contract Documents as set forth herein, City may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) calendar days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

A. City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

A. Following Award of Contract, City may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

A. If the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by City prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

6.04 Wage Rates:

A. The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at **http://www.dir.ca.gov/oprl/pwd/** and are deemed included in the Bidding Documents. The successful Bidder shall post the applicable prevailing wage rates at the Site.

6.05 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with City's Purchasing Department, at 2180 Milvia Street, 3rd Floor, Berkeley, CA 94704. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.06 Ineligible Contractors and Subcontractors:

A. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. City shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Substitutions:

A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 calendar days after Notice of Award. As a limitation on Bidder's privilege to request substitution of "or equal" items, City has found that certain items are designated as City standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, City will not permit substitution. Such items are described in the Bidding Documents.

6.08 Definitions:

A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

A. City, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)

B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.

C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

A. City makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by City regarding existing conditions.

B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by City.

2.02 Underground Facilities:

A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to City by others (e.g., the builders of such Underground Facilities or others).

B. City assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by City. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information.

C. City is not responsible for information regarding Underground Facilities owned by others.

2.03 Hazardous Materials Surveys:

A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. City does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

B. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term “technical data” shall not include the location of Underground Facilities.

C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

D. Except as expressly set forth in this Document 00 3132, City does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.

E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by City, except as specifically set forth herein.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

B. Bidders shall advise City in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for City’s review and response.

C. City has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

A. During the Pre-Bid Site Visit(s), City will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. The Bidder may request alternate dates and times to access the site. Such request must be made in writing at least ten (10) calendar days prior to bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. City has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4113

BID FORM

TO **CITY OF BERKELEY**

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re:Mental Health Services EV Charger Project at 2640 Martin Luther King Jr Way, Specification No. 27-11799-C

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City of Berkeley in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening, unless there is a bid protest, then 90 calendar days after the day of bid opening. Bidder will sign and submit Document 00 5200 (Agreement) and other documents required by Document 002113, paragraph 5.02 (Required Contract Documents and Proof of Insurance) within 20 calendar days after receipt of City's Notice of Intent to Award.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations as set forth in Document 00 5200 (Agreement) Article 6 (Contractor's Representation), received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	PRICE ($)
1	All labor, materials, services, and equipment necessary for the completion of all the work in accordance with the Contract Documents.	
2		
3		
4		
	Total Bid Price: (Bid Item 1)	

Total Bid Price: (Bid Item 1)

_____
(Words)

Alternates – N/A

ITEM	DESCRIPTION	PRICE ($)
1	N/A	
2		
3		

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

6. The undersigned Bidder understands that City reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Intent to Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to City of Berkeley.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____

(Principal)

_____

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature of Bidder)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Telephone Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Fax Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Date of Bid: _____

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

_____

,

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto City of Berkeley, as obligee, in the penal sum of _____

(Dollar Amount in Words)

Dollars **($_____)** lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for

Specification No. 27-11799-C
Mental Health Services EV Charger Project
at 2640 Martin Luther King Jr Way**.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20___**.**
(Month)

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____
Attorney in Fact

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for City of Berkeley, Bidder **must**:

1) Fill out this registration form completely; do not leave blanks.
2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
_____ Non-Profit 501(c)(3) _____ Corporation
_____ other (please explain:_____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

_____
SIGNATURE

_____
DATE

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

   [20__] _____ **[20__]** _____ **[20__]** _____

2. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases _____

   b. Number of medical treatment cases _____

   c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date_____

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4330

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor (Sub.) and Address of Mill or Shop	Sub.'s License No.	Description of Work: Reference to Bid Items	Sub.'s Bid Amount	Sub.'s Depart. Of Industrial Relations No.

(Bidder to attach additional sheets if necessary)

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION PROJECTS

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.

B. Bidders must have three (3) years experience as a continuously operating entity engaged in the performance of similar work.

C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed two (2) projects of a similar nature and complexity with a contract dollar amount of (i.) at least 75% of the amount of Bidder's Bid or (ii.) 125% of such amount in the aggregate.

1.02 Measurement.

A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

B. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.

C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications ("SOQ"), by providing the information described in this Document 00 4513.

ARTICLE 2 – Required Contents of SOQ Submission

2.01 Transmittal Letter

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment "A".

B. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.

C. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

2.03 Additional Submittals:

After bid opening, Contractor maybe required to supply the City with the following submittals upon request.

A. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.

B. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies) of Bidder and each member of any proposed consortium oriole venture.

C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VIII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bold), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to City, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

E. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience.

2.04 Format.

A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet City's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ATTACHMENT "A" – STATEMENT OF QUALIFICATION QUESTIONNAIRE

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2113 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ___ No ___

2. Does Bidder have a minimum of **$2,000,000** liability insurance coverage? Yes ___ No ___

3. Has Bidder's License been revoked at any time in the last five years? Yes ___ No ___

4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___

5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___

6. Will Bidder provide copies of its reviewed or audited financial statements and accompanying notes for the last three years, if requested? Yes ___ No ___

Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.
Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(SAFETY)

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?
   Yes ___ No ___ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

Field Supervisor	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Employees	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
New Hires	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Subcontractors	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____

3. How often does Bidder conduct documented safety inspections?
   Quarterly _____ Semi-annually _____ Annually _____ Other _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

4. Does Bidder have home office safety representatives who visit/audit the job site?
   Quarterly _____ Semi-annually _____ Annually _____ Other _____

5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of ***[1]*** may constitute grounds for disqualification as non-responsible).

(PREVAILING WAGE PROVISIONS)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
   Yes _____ No _____

(LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.
   Yes _____ No _____ Reason: _____

   _____

(DISPUTES)

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number.
   Yes _____ No _____

(BONDING)

9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:
   Name of bonding company/surety: _____

   Name of Surety Agent: _____

   Surety Agent address: _____

   Surety Agent phone number: _____

   Is surety a California-admitted surety? Yes _____ No _____

   Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

   List surety's A.M. Best Rating: _____

   What is Bidder's total bonding capacity? _____

   What percent does Bidder pay for bonds? _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Prime Contractor. List three projects of similar size and scope to the Work of the Contract, completed in the past two (2) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Section 1.01.

Project Name	Construction Cost ($)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Section 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone): _____

   Architect/Engineer: _____

   Architect/Engineer Contact (name and phone number): _____

   Const. Mgr. or Project Mgr. (name and phone number): _____

   Description of Project, Scope of Work Performed: _____

   _____

   Total Construction Cost: _____

   Total Change Order Amount: _____

   Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of calendar days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by Subcontractors or Suppliers: _____

2. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone): _____

   Architect/Engineer: _____

   Architect/Engineer Contact (name and phone number): _____

   Const. Mgr. or Project Mgr. (name and phone number):_____

   Description of Project, Scope of Work Performed: _____

   _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of calendar days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

_____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of calendar days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PART D: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of bankruptcy laws?
   Yes _____ No _____ If yes, please state when _____

2. If Bidder has had the general liability carrier identified in Document 00 4314 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

   Agency Name: _____

   Contact Name: _____

   Phone Number _____

   Carrier: _____ A.M. Best Rating: _____

   Carrier: _____ A.M. Best Rating: _____

   Carrier: _____ A.M. Best Rating: _____

3. Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____
   If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

_____
SIGNATURE

_____
TITLE

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against City , or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

_____
(Name of Bidder)

_____
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20___

Notary Public of the State of _____

In and for the County of_____

My Commission expires_____ (Seal)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to City as set forth in sections 1 through 5 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the 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 accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER: _____
(Name of Bidder)

Date: _____, **[20]**

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 5100

NOTICE OF INTENT TO AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: City of Berkeley
Mental Health Services EV Charger Project AT 2640 Martin Luther King Jr Way

The Contract Sum of your contract is XXX Dollars and No Cents ($XXX,XXX.00).

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20th Day** following the date of this Notice of Award, that is, by Day of Week, Month Day, Year.

   a. Deliver to Owner **two** fully executed counterparts and an emailed PDF copy of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner **two** originals and an emailed PDF of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.

   c. Deliver to Owner **two** originals and an emailed PDF of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   d. Deliver to Owner **two** original copies and an emailed PDF of Document 00 6536 (Guaranty), each executed by you.

   e. Deliver to Owner **one** original set and an emailed PDF of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).

   f. Deliver to Owner **one** original copy and an emailed PDF of all documents found in Document 00 6580 (City of Berkeley Contracting Policies) executed by you.

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within 21 calendar days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with [number] copies of the Project Manual (including Specifications and Drawings) and [number] sets of full-size Drawings.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

5. Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference may be arranged through **Uriel Gonzalez** at **(510) 981-6627.** Questions regarding bonds and insurance may be directed to **Uriel Gonzalez** at the same number.

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: _____
(Title)

_____
(Print Name)

ATTEST: _____
Secretary

_____
(Print Name)

AUTHORIZED BY **[CITY / COUNTY / DISTRICT]** RESOLUTION:

NO: _____

ADOPTED: _____, **[20___]**

[Resolution N/A]

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **[date]** day of **[Month], [20___]**, by and between _____ whose place of business is located at _____ ("Contractor"), and **City of Berkeley** ("City"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

SPECIFICATION NUMBER 27-11799-C

Mental Health Services EV Charger Project
at
2640 Martin Luther King Jr Way

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

ARTICLE 1 – SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 PRICE FOR COMPLETION OF THE WORK

A. City shall pay Contractor the following Contract Sum $XXX,XXX.00 for completion of Work in accordance with Contract Documents as follows: [LUMP SUM]

B. The Contract Sum includes all allowances (if any).

ARTICLE 2 – COMMENCEMENT AND COMPLETION OF WORK

2.01 COMMENCEMENT OF WORK

A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).

B. City reserves the right to modify or alter the Commencement Date.

2.02 COMPLETION OF WORK

A. Contractor shall achieve Substantial Completion of the entire Work within **90** calendar days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work **105** calendar days from the Commencement Date.

ARTICLE 3 – PROJECT REPRESENTATIVES

3.01 CITY'S PROJECT MANAGER

A. City has designated Uriel Gonzalez as its Project Manager to act as City's Representative in all matters relating to the Contract Documents.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of City, to accept work, and to make decisions or actions binding on City, and shall have sole signature authority on

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

behalf of City.

C. City may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other City Representative.

3.02 CONTRACTOR'S PROJECT MANAGER

A. Contractor has designated **[_____ or other]** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.03 ARCHITECT/ENGINEER

A. **Siegel & Strain Architects** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

B. Architect/Engineer has designated **Matt Gilroy** as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 – LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 LIQUIDATED DAMAGE AMOUNTS

A. As liquidated damages for delay, Contractor shall pay City two thousand eight hundred dollars ($2,800.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay, Contractor shall pay City two thousand eight hundred dollars ($2,800.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 SCOPE OF LIQUIDATED DAMAGES

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 – CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6536	Guaranty
Document 00 6530	Release of Claims
Document 00 6325	Substitution Request Form
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6580	City of Berkeley Contracting Policies
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7317	Supplemental Conditions – Contracting Policies
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda
Specifications	Divisions 1 through 9

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

6.01 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

6.02 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, identified in the Bid Documents, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00 7200 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

6.03 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 6.02 above) which pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, test, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6.04 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.05 Contractor has given the Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by Project Manager is acceptable to Contractor.

ARTICLE 7 – MISCELLANEOUS

7.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

7.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Agreement

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

7.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.05 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Alameda, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Alameda.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

IN WITNESS WHEREOF the parties have executed this Agreement in triplicate the day and year first above written.

CITY OF BERKELEY

By:_____
City Manager

_____
(Print Name)

Attest:
CITY OF BERKELEY

_____
City Clerk

_____
(Print Name)

_____

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President or Vice President)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Pre-approved as to form:
CITY ATTORNEY
8/2016

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 20___

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: **City of Berkeley Mental Health Services EV Charger Project AT 2640 Martin Luther King Jr Way**

CONTRACT NO: XXXXXX

You are notified that the Contract Time under the above Contract will commence to run on _____ **[20___]**. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____,**[20___]** and _____, **[20___]**, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. **[Other]**

OWNER

By: _____

Its: _____

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, **City of Berkeley** ("City"), a public agency of the State of California, has awarded to _____ as Principal, Specification Number **27-11799-C,** dated the _____ day of _____, 20___ (the "Contract"), titled Mental Health Services EV Charger Project in the amount of $XXX,XXX.00, which Contract is by this reference made a part hereof, for the work of the following Contract:

(Describe Contract Work) _____

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** _____ as Surety are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE to be paid to City or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by City to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by City in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) calendar days from notice:

A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by City of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by City to the Principal under the Contract and any amendments thereto, less the amount paid by City to Principal.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent City's Consent. City shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than City or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon City's demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature:_____
Name and Title:_____	Name and Title:_____
Address:_____	Address:_____
_____	_____
_____	_____

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Berkeley ("City") has awarded to _____ as Principal, Specification No. **27-11799-C** dated the _____ day of _____, 20__ (the "Contract"), titled Mental Health Services EV Charger Project in the amount of **$XXX,XXX.00**, which Contract is by this reference made a part hereof, for the work of the following Contract:

(**Describe Contract Work)** _____

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** _____ , as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE **($)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20___.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ day of _____, 20___, by and between City of Berkeley ("City"), whose address is 2180 Milvia Street, Berkeley, California 94704, _____ ("Contractor"), whose place of business is located at _____ and _____ **(Name)**, as escrow agent **OR [ ] (Name of Bank)**_____, a state or federally chartered bank in the State of California, whose place of business is located at _____ _____ ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract Number _____ entered into between City and Contractor for Mental Health Services EV Charger Project located at **2640 Martin Luther King Jr Way** in the amount of **$XXX,XXX.00** dated _____, 20___ (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ _____, and shall designate Contractor as the beneficial owner.

2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.

3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.

7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) calendar days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF CITY:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY

_____

_____
Title

_____
Name

_____
Signature

CONTRACTOR

_____

_____
Title

_____
Name

_____
Signature

ATTEST

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

_____
Signature

_____
Print Name

City Clerk

ESCROW AGENT

_____

_____
Title

_____
Print Name

_____
Signature

Pre-approved as to form:
CITY ATTORNEY
8/2016

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: **[_____, Project Manager, City of Berkeley]**

[(____) ____-____]

PROJECT: **City's Specification No. :**	**Contractor:**

Substitution Request By:	Firm:

Transmittal Record	**Attn:**	**Firm:**	**Date Sent:**	**Date Rec'd:**	**Date Due:**
Contractor to City					
Contractor to Architect					
City / Architect to Consultant					
Architect to City Representative					
City Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	**Article**	**Specified Item**
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes __ / No __. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes __ / No __. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: __ / Some effect__. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No____. If No, please explain why substitution is equivalent to originally specified item:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes __ / No __. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes __ / No __. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by:_____ Signature: _____

Firm:_____ Date: _____

Address:_____ Phone/ Fax: _____

Remarks:_____

Consultant Response:	**City Representative Response:**
o Accepted o Not Accepted o Accepted As Noted o Received Too Late	o Accepted o Not Accepted o Accepted As Noted o Received Too Late

Remarks:_____ **Remarks:**_____

_____ _____

By:_____ **By:**_____

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

[Public Contract Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ day of _____, **20**___, by and between City of Berkeley ("City"), and _____("Contractor"), whose place of business is at _____.

RECITALS

A. City and Contractor entered into Contract Number **XXXXXX** (the "Contract") for construction of City **Mental Health Services EV Charger Project** located at **2640 Martin Luther King Jr Way,** California.

B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between City and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Contractor	$ _____

2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [XXX Dollars and No Cents ($$XXX,XXX.00)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.

4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless City, any of the City's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.

8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

CITY

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

_____
Title

_____
Print

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Pre-approved as to form:
CITY ATTORNEY
8/2016

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6536

GUARANTY

TO: The City of Berkeley ("City"), for construction of Mental Health Services EV Charger Project located at 2640 Martin Luther King Jr Way, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20___

_____
Contractor's name

By: _____
Signature

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 6580

CITY OF BERKELEY CONTRACTING POLICIES

Contractor shall comply with the City of Berkeley's adopted employment policies applying to City construction projects as described in Document 00 7317. The following certifications/forms shall be submitted in accordance with Document 00 2113 Instructions to Bidders:

- Memorandum of Understanding
- Workforce Composition Form
- Agreement for Change in Subcontractors
- Nuclear Free Zone Disclosure Form
- Oppressive States Compliance Statement
- Sanctuary City Compliance Certification
- Hardwood Disclosure Form
- First Source Construction Agreement (for projects between $100,000 and $500,000)
- ~~Community Workforce Agreement, Agreement to be Bound (for projects over $500,000)~~
  Not Applicable to this Project
- Right to Audit Form
- Certification Of Compliance With Equal Benefits Ordinance
- Taxpayer Identification Report
- Contractor's License
- City of Berkeley Business License

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY
MEMORANDUM OF UNDERSTANDING
(MOU)

1. The Contractor (and all Subcontractors) agree not to discriminate pursuant to City Ordinance No. 5876.

2. The Contractor agrees that he/she is also responsible for his/her Subcontractors' compliance with City of Berkeley Ordinance No. 5876.

3. For contracts over $100,000, the Contractor agrees to comply with Ordinance No. 5876 as applied to the First Source Program (see Section 8 of Ordinance 5876).

The Contractor agrees to submit periodic employment and wage reports to the City's Contract Compliance Officer upon reasonable request.

_____	_____
Contractor	City of Berkeley Contracts Compliance Officer Or his/her designee
_____	_____
Date	Date

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY
WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS

This form is to be completed and submitted prior to the Contract Compliance Conference. The Contractor and all Subcontractors who will do work valued at $3,000 or more are required to submit this form. Weekly payroll reports will be compared to this listing to monitor for compliance. A payroll printout or other listing of employees providing the same information will be accepted.

Name of Contractor/Subcontractor: _____

Project: _____

Name		Race*	Sex**	Trade/Craft	Basic Hourly Rate	Hire Date	Employees to be used on this job

* A=Asian or Pacific Islander
AI=American Indian
B=Afro American
C=Caucasian
H=Hispanic (Mexican, Puerto Rican, Spanish, Cuban, Chicano, Central or South American)
8/91

**M = Male
**F = Female

Signature: _____ Date: _____
Contractor/Subcontractor

Verified By: _____ Date: _____
City of Berkeley Contracts Compliance Officer
or his/her designee

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY
AGREEMENT FOR CHANGE IN SUB-CONTRACTORS

I agree to use the Subcontractor(s) listed in the signed contract with the City of Berkeley. If it should become necessary to change Subcontractors, I will notify the Capital Projects Manager by completing the following information:

Current Subcontractor(s)	Alternate Subcontractors	Reason for Change	Date

Signed by:

Verified by:

Prime Contractor	Subcontractor	City of Berkeley Contracts Compliance Officer Or his/her designee
Date: _____	Date: _____	Date: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY

NUCLEAR FREE ZONE DISCLOSURE FORM

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, this disclosure form may be signed by more than one individual, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

I (we) declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Signed: _____ Date: _____

Printed Name and Title(s): _____

Company: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY

Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of_____(hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolutions:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region, the provinces of Ado, Kham, and U-Tsang; and Burma (Myanmar)**

“Personal Services” means “the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____Title:_____

Signature: _____ Date:_____

Business Entity: _____

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date:_____

Contract Description/Specification No.:_____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ATTACHMENT D **REV. 1/1/2023**

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____(hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

a. "Data Broker" means either of the following:

   i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

   ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:

   i. The City's computer-network health and performance tools;

   ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a $1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____day of ____, 20__, at _____, California.

Printed Name: _____Title:_____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Signed: _____Date:_____

Business Entity: _____

SCCO CompStmt (Oct2019)

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY

HARDWOOD DISCLOSURE FORM

For use by vendors on contracts utilizing lumber

1. I understand that on December 12, 1995, the City Council directed staff not to purchase lumber from companies that purchase or sell wood or paper products that come from tropical rainforests. I understand that wood species with tropical origins include, but are not limited to: Apitong, Banak, Bocote, Bubinga, Cocobolo, Cordia, Ebony, Goncalo alves, Greenheart, Iroko, Jelutang, Koa, Luauan, Mahogany, Meranti, Padauk, Purpleheart, Ramin, Rosewood, Satinwood, Teak, Virola, Wenge, and Zebrawood.

2. I am knowledgeable about the wood and paper products purchased and sold by this company.

3. This company does not currently purchase or sell wood or paper products having their origins in tropical rainforests. In addition, this company will not, for the duration of its contract with the City of Berkeley, purchase or sell wood or paper products having their origins in tropical rainforests.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Signed: _____ Date: _____

Printed Name & Title: _____

Company: _____

I am unable to sign this disclosure form for the following reason(s):

_____

_____

_____

_____

_____

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

FIRST SOURCE CONSTRUCTION AGREEMENT

EXHIBIT "A"

First Source Construction Agreement

I certify that:

I. I am authorized to enter into this agreement on behalf of the company whose name appears below ("Contractor").

II. Contractor understands and agrees to comply with the City of Berkeley First Source Construction Agreement.

III. I choose Method One: check here _____

A. Contractor understands that selecting Method One agreement with the City of Berkeley means that
Contractor agrees as follows:

1. To utilize the First Source Program Construction Employment Program as the first place for recruitment and referral of applicants for new and replacement workers.

2. To allow the First Source Program a minimum of seventy-two (72) hours to refer applicants to Contractors. (Contractor may apply to the City of Berkeley for a waiver of the seventy-two hour requirement for an emergency situation.)

3. To employ qualified applicants referred by the First Source Program.

4. To fully document the reason(s) for not hiring persons referred by the First Source Program.

5. To provide to the First Source Program, upon request, information on the employment status of First Source Program placements, and reason for separation if employee is terminated.

B. Should the First Source Program be unable to provide the employees needed, Contractor or subcontractor is relieved of its obligation to achieve the goals of the First Source Program.

1. No documentation of "good Faith Effort Steps" would be required of Contractor and subcontractors

2. No penalty would be assessed.

C. Contractor must go back to the First Source Program whenever its employment needs increase, to comply with the First Source Program.

D. Should Contractor or a listed subcontractor fail to comply with the First Source Program, Contractor shall be liable for liquidated damages in the amount of $1,000 or 1% of the contract amount for each day of non-compliance. In addition, Contractor or listed subcontractor may be deemed a non-responsible bidder in connection with future City of Berkeley contracts.

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

IV. I choose Method Two: check here _____

A. Should the contractor choose Method Two, Contractor can use any means of hiring Berkeley residents to achieve the goal. This also can include using union hiring halls requesting in writing for Berkeley residents. A copy must be sent to the First Source Program.

B. Should Contractor or subcontractor fail to achieve the goals at any time during the course of this project, Contractor or listed subcontractor will be required to document compliance with each of the "good Faith Effort Steps" listed in the First Source Program description document.

C. Should Contractor or a listed subcontractor fail to comply with the First Source Program, Contractor shall be liable for liquidated damages in the amount of $1,000 or 1% of the contract amount for each day of non-compliance. In addition, Contractor or listed subcontractor may be deemed a non-responsible bidder in connection with future City of Berkeley contracts.

Company Name	Owner/Authorized Representative Signature
Address	Printed Name of Owner / Authorized Representative
	Telephone Number

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project's Community Workforce Agreement ("Agreement"), a copy which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (or any tier) to it, and from any successors, a duly executed Agreement to be Bound in form identical to this document.

4. Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of Agreement.

Date: _____

Company Name: _____

Name of Prime Contractor or Higher Level Subcontractor:

_____
_____

Name of Project: _____

Signature: _____

Print Name: _____

Title: _____

Mailing Address: _____

Email Address: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CITY OF BERKELEY
RIGHT TO AUDIT FORM

The Contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Contractor's signature _____ Date: _____

Print Name and Title: _____

Company: _____

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

To be completed by Contractor/Vendor

Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a ***contractor***, return this form to the originating department/project manager. If you are a ***vendor*** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:			Vendor No.:
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
☐ Yes ☐ No *(If "Yes," proceed to Section 5; if "No", continue to the next question.)*

B. Does your company provide (or make available at the employees' expense) any employee benefits?
☐ Yes ☐ No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ..... ☐ Yes ☐ No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? ..... ☐ Yes ☐ No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and **"No"** to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? ..... ☐ Yes ☐ No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or

☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or

☐ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ..... ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____day of _____, in the year _____, at _____ (City), _____ (State)

_____ Name (please print)

_____ Signature

_____ Title

_____ Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(*Sign and Print*): _____ Date: _____ _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

TAXPAYER IDENTIFICATION REPORT

NAME/COMPANY'S NAME: _____

_____

MAILING ADDRESS: _____

_____

SOCIAL SECURITY NO.: _____

OR

EMPLOYER IDENTIFICATION NO.: _____

My Company is a Corporation [ ]

My Company is not a Corporation [ ]

I certify that the above information is true and correct:

_____ _____

(Signature) (Title)

The Tax Equity and Fiscal Responsibility Act of 1982 (Public Law 97-248) requires the above reporting information be furnished to the City.

Persons who do not furnish their tax information numbers become subject to backup withholding by the City at a rate of 20% from each disbursement made to the recipient.

Attachment D

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 007200

GENERAL CONDITIONS

Page
ARTICLE 1 – INTERPRETATION OF CONTRACT DOCUMENTS 1
1.01 Interpretation Of Documents 1
1.02 Order Of Precedence Of Documents 1
ARTICLE 2 – PRE-BID INVESTIGATIONS 1
2.01 Pre-Bid Investigations Required 1
2.02 Limited Reliance Permitted On City's Existing Conditions Data 2
2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects 2
ARTICLE 3 – SUBCONTRACTORS 3
3.01 Subcontractor Listing Law 3
3.02 Subcontracts 3
ARTICLE 4 – DRAWINGS AND SPECIFICATIONS 3
4.01 Intent Of Drawings And Specifications 3
4.02 Checking Of Drawings And Specifications 3
4.03 Interpretation Of Drawings And Specifications 4
4.04 Use Of Drawings And Specifications. 4
ARTICLE 5 – COMMENCEMENT OF THE WORK 4
5.01 Submission Of Required Schedules 4
5.02 Commencement Date Of Contract Time 5
ARTICLE 6 – CONTRACTOR'S ORGANIZATION AND EQUIPMENT 5
6.01 Contractor's Legal Address 5
6.02 Contractor's Superintendents Or Forepersons 5
6.03 Proficiency In English 5
6.04 Contractor's And Subcontractors' Employees 5
6.05 Contractor's Use Of The Site 5
6.06 Contractor's Site Office 6
ARTICLE 7 – City'S ADMINISTRATION OF WORK 6
7.01 City's Representative(s) 6
7.02 City's Observation Of The Work 6
7.03 Architect/Engineer's Observation Of Work 6
7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities 7
7.05 City's Right Of Access To The Work 7
7.06 City's Right Of Separate Construction 7
ARTICLE 8 – CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK 7
8.01 Contractor To Supervise The Work 7
8.02 Contractor To Maintain Cost Data 8
8.03 Contractor To Supply Sufficient Workers And Materials 8
8.04 Contractor To Maintain Project Record Documents 9
8.05 Contractor To Not Disrupt City Operation 9
8.06 Contractor To Provide Temporary Facilities And Controls 9
ARTICLE 9 – WARRANTY, GUARANTY, AND INSPECTION OF WORK 9
9.01 Warranty And Guaranty 9
9.02 Inspection Of Work 10
9.03 Correction Of Defective Work 11
9.04 Acceptance And Correction Of Defective Work By City 12
9.05 Rights Upon Inspection, Correction Or Acceptance 12
9.06 Proof Of Compliance Of Contract Provisions 12
9.07 Correction Period And Project Warranty Period: 13
9.08 No Waiver 13

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ARTICLE 10 – MODIFICATIONS OF CONTRACT DOCUMENTS 13
10.01 City's Right To Direct Changed Work. 13
10.02 Required Documentation For Changed Work 14
10.03 Procedures And Pricing Of Changed Work 14
ARTICLE 11 – TIME ALLOWANCES 14
11.01 Time Allowances 14
11.02 Excusable Delay And Inexcusable Delay Defined. 14
11.03 Notice Of Delay 15
11.04 Compensable Time Extensions 15
11.05 Non-Compensable Time Extensions 15
11.06 Adverse Weather 15
11.07 Liquidated Damages 16
ARTICLE 12 – CLAIMS BY CONTRACTOR 16
12.01 Obligation to File Claims for Disputed Work 16
12.02 Form And Contents Of Claim 17
12.03 Administration During/After Claim Submission 17
12.04 Compliance 17
ARTICLE 13 – UNDERGROUND CONDITIONS 18
13.01 Contractor To Locate Underground Facilities. 18
13.02 Contractor To Protect Underground Facilities. 18
13.03 Concealed Or Unknown Conditions 19
13.04 Notice Of Hazardous Waste Or Materials Conditions 20
ARTICLE 14 – LEGAL AND MISCELLANEOUS 21
14.01 Laws And Regulations 21
14.02 Permits And Taxes 21
14.03 Communications And Information Distribution 21
14.04 Suspension Of Work 22
14.05 Termination Of Contract For Cause 22
14.06 Termination Of Contract For Convenience 22
14.07 Contingent Assignment Of Subcontracts 23
14.08 Remedies And Contract Integration 23
14.09 Interpretation. 24
14.10 Patents 24
14.11 Substitution For Patented And Specified Articles 24
14.12 Interest Of Public Officers 25
14.13 Limit Of Liability 25
ARTICLE 15 – WORKING CONDITIONS AND PREVAILING WAGES 25
15.01 Use Of Site/Sanitary Rules 25
15.02 Protection Of Work, Persons, And Property 25
15.03 Responsibility For Safety And Health 26
15.04 Emergencies 26
15.05 Use Of Roadways And Walkways 26
15.06 Nondiscrimination 27
15.07 Prevailing Wages And Working Hours 27
15.08 Environmental Controls 28
15.09 Shoring Safety Plan 28

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

GENERAL CONDITIONS

ARTICLE 1 – INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 00 7201 et seq), if included;
4. General Conditions (Document 00 7200);
5. Division 1 Specifications, if included;
6. Drawings and Technical Specifications (Division 2 and above);
7. Written numbers over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 – PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.

B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by City for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to City by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide City with prompt written notice of all

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to City's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On City's Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by City, such information has been compiled in good faith, however, City does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to City's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by City, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. City is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, City is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.

B. Because of the nature and location of City and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ARTICLE 3 – SUBCONTRACTORS

3.01 Subcontractor Listing Law

A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.

B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without City's written approval. At City's request, Contractor shall provide City with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

A. Subcontract agreements shall preserve and protect the rights of City under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward City under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

B. Contractor shall provide for the assignment to City of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge City as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 – DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to City, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby. Contractor shall provide City with a follow-up correspondence every ten calendar days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation Of Drawings And Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to City, in writing, with a copy to the Architect/Engineer. City will issue with reasonable promptness written responses, clarifications or interpretations as City may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 – COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

A. Contractor shall submit to City in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
   1. Schedule of Values
   2. Progress Schedule, and
   3. Schedule of Submittals.

B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to City and/or Architect/Engineer as meeting the requirements of the Contract

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Documents. In City's sole discretion, City may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. City's acceptance of Contractor's schedules will not create any duty of care or impose on City any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

B. City may give a Notice to Proceed at any time within 60 calendar days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 – CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to City, which in conspicuous language advises City of a change in legal address or facsimile number, and which City accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that City may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If City notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing City, or violates sanitary rules, or is otherwise unsatisfactory, and if City requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of City.

6.05 Contractor's Use Of The Site

A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

or tenant of such land, structure or buildings. Contractor may not occupy City-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from City.

6.06 Contractor's Site Office

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 – CITY'S ADMINISTRATION OF WORK

7.01 City's Representative(s)

A. City's Representative(s) will have limited authority to act on behalf of City as set forth in the Contract Documents.

B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by City, City will issue all communications to Contractor through City's Representative, and Contractor shall issue all communications to City through City's Representative in a written document delivered to City.

C. Should any direct communications between Contractor and City's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to City.

7.02 City's Observation Of The Work

A. Work shall be performed under City's general observation and administration. Contractor shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

B. Subject to those rights specifically reserved in the Contract Documents, City will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. City will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

A. City may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with City, but will have authority to act on behalf of City only to extent provided in the Contract Documents or as set forth in writing by City. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to City that it disapproves or rejects Work that Project Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. City will also have authority

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

D. Project Manager/Architect may conduct inspections to recommend to City the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to City for review written warranties and related documents required by Contract Documents.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

A. City, Project Manager, Architect/Engineer and all City's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 City's Right Of Access To The Work

A. During performance of Work, City and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as City's interests may require. Other contractors performing work for City may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 City's Right Of Separate Construction

A. City may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. City may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to City in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 – CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without City's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide City with a copy of such report upon City's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide City with copies for each Day Contractor works on the Project, to be delivered to City either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, City shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

A. Unless otherwise required by City under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then City may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as City may consider necessary, at no cost to City. If Contractor does not comply with the notice within three Business Days of date of service thereof, City shall have the right (but not a duty) to provide materials and qualified

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

workers to finish the Work or any affected portion of Work, as City may elect. City may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that City exercises this right. City will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.

C. Exercise by City of the rights conferred upon City in this subparagraph is entirely discretionary on the part of City. City shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon City under this subparagraph are, like all other such rights, cumulative to City's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to City for reference. Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt City Operation

A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt City operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using City facilities or doing business with City. Contractor shall produce and supply coordination plans and requests to City, following City procedures, for all necessary interference of construction with City, which City will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 – WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to City that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to City.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to City.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City with copies thereof.

9.02 Inspection Of Work

A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to City. Contractor shall submit all Samples in ample time to enable City to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.

F. Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

G. Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by City, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.

H. Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

A. City may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in Article 12 of this Document 00 7200. City's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Contractor to replace any such Defective Work, or stop any portion of Work to permit City (at Contractor's expense) to replace such Defective Work. These City rights are entirely discretionary on the part of City, and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By City

A. City may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such Defective Work. If City accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.

B. City may correct and remedy deficiency if, after five calendar days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable City to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Article. Where City exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Inspection by City or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

A. In order that City may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Work and materials, Contractor shall at any time, when requested, submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

B. Before commencing any portion of Work, Contractor shall inform City in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to City a reasonable time in advance of time at which Contractor proposes to begin Work, so that City may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 – MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 City's Right To Direct Changed Work.

A. City may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, City reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such City-furnished labor, materials, and equipment.

B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and City may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as City may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
   1. The Work performed in connection with the change to be made;
   2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
   3. The extent of the adjustment in the Contract Time, if any.

B. A Change Order or Change Directive will become effective when signed by City, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided City indicates same thereon (by indicating it as a "unilateral change order").

C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.

D. Where City requests, a performance bond rider covering the changed Work must be executed and delivered to City before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work

A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 – TIME ALLOWANCES

11.01 Time Allowances

A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
   1. Changes in the Work ordered by City ("**Changes**");
   2. Acts or neglect by City, Architect, any City Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
   3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**").

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

A. Within seven calendar days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a Time Impact Evaluation (TIE) within ten calendar days of the notice of delay. City will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one calendar days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to City from the late notice.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
   1. Excusable delay caused solely by Changes in the Work ordered by City, as provided above, and/or
   2. Excusable delay caused solely by Acts or Neglect by City or other person, as provided above.

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
   1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
   2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

B. Claims for extension of time for rain delay will not be granted unless the number of calendar days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at http://www.wrcc.dri.edu/Climsum.html), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for City to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify City and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either City or Contractor.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to City's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to City representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections City may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that City will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by City because of a delay in completion of all or any part of the Work. Contractor and City agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by City, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 – CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to City that expressly invokes this Article 12. City shall decide the issue in writing within 15 calendar days; and City's written decision shall be final and conclusive. If Contractor disagrees with City's decision, or if Contractor contends that City failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

A. Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to City within thirty (30) calendar days of receiving City's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

A. City may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by City prior to rendering a final determination. Should City take no action on the Claim within 45 calendar days of submission, it shall be deemed denied.

B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with City's determination.

C. After their submission, claims less than $375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 calendar days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

C. City shall not be deemed to waive any provision under this Article 12, if at City's sole discretion, a

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both City and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 – UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide City with copies of all USA records secured by Contractor. Contractor shall advise City of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify City and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to City for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by City for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven calendar days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to City. During such time, Contractor shall be responsible for the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with California Government Code §4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. City will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of City or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to City promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven calendar days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If City determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, City will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by City only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by City may differ in nature or locations shown in information made available by City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to City promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
1. Contractor failed to give the written notice within the required timeframe set forth below.

E. If City determines that conditions involve hazardous materials or other materials and that a

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

change in Contract Document terms is justified, City will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If City determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, City will notify Contractor in writing, stating the reasons for its determination.

F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, City may order the disputed portion of Work deleted from the Work, or performed by others, or City may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any City determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 – LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. City will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where City may have already obtained permits for the Work.

14.03 Communications And Information Distribution

A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which City will review consistent with these stated objectives, and accept or reject in its sole discretion.

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of “hard copy” signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.

D. All emails shall be copied to City’s and Contractor’s Project Representative. City reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between City and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

A. City may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

A. The Contractor shall be in default of the Contract Documents and City may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide City within the ten (10) day period with a written plan acceptable to City that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).

B. In the event of termination by City for cause as provided herein, the Contractor shall deliver to City possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and/or failure to comply with the Contract Documents.

C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

A. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

in City's best interest. Termination shall be effected by City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, City shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

A. Contractor hereby assigns to City each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after City's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
2. The assignment is effective only for the Subcontracts which City expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by City to evidence and confirm the effectiveness of the assignment in City; and
5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to City arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between City and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All City remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances City shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between City and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. City and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any City's representative and Contractor; (2) City and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than City and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless City and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each City's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of City, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

14.12 Interest Of Public Officers

A. No representative, officer, or employee of City no member of the governing body of the locality in which the Project is situated, no member of the locality in which City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

A. CITY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGER AND EACH OTHER CITY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 – WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to City or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and City receives satisfactory evidence to that effect.

F. Work within the right-of-way lines of the city and/or City and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, City-designated routes for ingress and egress thereto, and any other City-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Prevailing Wages And Working Hours

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

B. Contractor shall forfeit, as a penalty to City, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by City. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection City and to the Division of Labor Standards Enforcement.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

3. Contractor or its Subcontractors shall, as a penalty to City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
   a. Contractor shall inform City of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
   b. Contractor or Subcontractor has 10 calendar days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to City on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
3. Contractor shall also deliver certified payrolls to City with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.08 Environmental Controls

A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

B. At least five calendar days in advance of any excavation five feet or more in depth, Contractor shall submit to City a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. City's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 7201

SUPPLEMENTAL GENERAL CONDITIONS

[OPTIONAL]

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 – INSURANCE

1.01 At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to City of Berkeley ("City") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **$2,000,000** each occurrence, **$2,000,000** general aggregate limit, and **$2,000,000** aggregate for products and completed operations, with defense costs payable in addition to policy limits. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **$2,000,000** each occurrence Bodily Injury, and **$2,000,000** each occurrence Property Damage.

C. All-Risk Course of Construction Insurance including damage to property owned by City, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **$25,000**. Each loss shall be borne by Contractor.

D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Workers' Compensation Insurance is **$1,000,000** each accident, with defense cost payable in addition to policy limits.

1.02 All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of A-, VIII or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.

1.03 Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:

A. City of Berkeley, its officers, agents, volunteers, consultants, and employees shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.

C. Written notice of cancellation or of any limits reduction change in said policy shall be mailed to the City thirty (30) calendar days in advance of the effective date thereof, and ten (10) calendar days

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

written notice to the same in advance of payment of any insurance claims under such policies to any person, firm or entity.

D. Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds shall be called upon to contribute to a loss covered by insurance for the named insured.

1.04 Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City (Attention: Project Manager and the Construction Manager) at the address listed in Document 00 5200 (Agreement), 30 calendar days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 calendar days of cancellation.

1.05 Certificates of insurance and endorsements shall have clearly typed thereon City Specification Number, and Title of Project of Contract Documents. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents.

1.06 Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City's request, Contractor shall submit to City, within 30 calendar days, copies of the actual insurance policies or renewals or replacements.

1.07 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

1.08 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City, City may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay compensation, City may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City.

1.09 Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

1.10 All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to City within ten calendar days of City's request.

1.11 The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:

B. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **$2,000,000** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

C. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

endorsements) before commencing its Work on the Project.

ARTICLE 2 – RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 City and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and Construction Manager and each City's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.02 To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and Construction Manager and each City's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

2.03 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants and agents including, but not limited to City, the Board, Project Manager and Construction Manager and each City's Representative. City shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

2.04 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.05 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for City's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

2.06 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 7317

SUPPLEMENTARY CONDITIONS – CITY OF BERKELEY CONTRACTING POLICIES

ARTICLE 1 – GENERAL

1.01 DESCRIPTION

A. This document includes requirements which supplement the sections of the General Conditions.

1.02 PROHIBITED DISCRIMINATION. The following paragraphs shall be added to the General Conditions as a new Article 16.A, and, with the additions set forth in paragraphs 1.03 through 1.08, below, shall constitute a new Section 16 of Document 00 7200, General Conditions, entitled "16: City of Berkeley Contracting Policies".

"16. A PROHIBITED DISCRIMINATION: During prosecution of the Work to be done under the Contract, Contractor shall comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26, including, but not limited to, the following:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

2. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall submit forms supplied by the City to monitor this non-discrimination provision."

1.03 CONFLICTS OF INTEREST PROHIBITED. The following paragraphs shall be added to Document 00 7200, General Conditions, as a new Section:

"16. B CONFLICTS OF INTEREST PROHIBITED:

1. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of the Agreement.

2. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq*., no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

   a. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq*., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64."

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1.04 NUCLEAR FREE BERKELEY ORDINANCE. The following paragraphs shall be added to Document 00 7200, General Conditions, as a new Section:

"16. C NUCLEAR FREE BERKELEY ORDINANCE:

1. Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time."

1.05 CONTRACTUAL RELATIONS WITH PROHIBITED ENTITIES. The following paragraphs shall be added to Document 00 7200, General Conditions, as a new Section:

"16. D CONTRACTUAL RELATIONS WITH PROHIBITED ENTITIES

1. OPPRESSIVE STATES

a. In accordance with Resolution No. 59,853-N.S. (Appendix 00812-A), Contractor certifies that it has no contractual relations with, and agrees during the term of this agreement to forego contractual relations to provide personal services to, the following entities:

1. The governing regime in any Oppressive State.
2. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
3. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. Appendix A to Resolution No. 59,853-N.S., and Resolution No. 60,382-N.S. and 70,606-N.S. designates the following as Oppressive States for the purposes of this Contract:

1. Tibet Autonomous Region and the provinces of Ado, Kham, and U-Tsang; and Burma (Myanmar)

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate the Contractor's right to proceed with the Work pursuant to Document 00 7200, General Conditions, Article 14.05.

1. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for five (5) years from the date this Contract is terminated."

1.06 REQUIRED AND PROHIBITED WORK MATERIALS. The following paragraphs are added to Document 00 7200, General Conditions, as a new Section:

"16. E REQUIRED AND PROHIBITED WORK MATERIALS

1. RECYCLED PAPER

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

a. If Contractor is required by this Agreement to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Agreement, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Agreement shall be printed on both sides of the page whenever practical.

TROPICAL HARDWOODS

a. Contractor shall comply with the terms of Resolution No. 58,291-N.S. (Appendix 00812-B) prohibiting the use of any tropical hardwood or wood product, including, but not limited to, those enumerated in Resolution No. 58,291-N.S. Contractor must submit, with its bid, a statement Tropical Hardwood Disclosure form.

b. Except as expressly permitted by the application of Sections 3.B and 4.B. of Resolution No. 58,291-N.S., Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods or tropical wood products.

c. Contractor's failure to comply with this section shall constitute a default of this Agreement and Contractor agrees that City may take any of the following actions:

1. terminate the Contractor’s right to proceed with the Work pursuant to Document 00 7200, General Conditions, Article 14.05;

2. withhold funds due the Contractor under any contract with the City;

3. order revision of the Contract Documents based upon a material breach of Contract Documents provisions or pertaining to representations made in bidding, execution or performance of the Contract Documents;

4. disqualify the Contractor from eligibility for providing commodities or services to the City for a period not to exceed five (5) years, with a right to review and reconsideration by the City after two (2) years upon a showing of corrective action, indicating violations are not likely to recur.

d. Notwithstanding Article 4 of the Agreement, Contractor acknowledges and agrees that its failure to comply with this requirement justifies the imposition of liquidated damages in an amount equal to Contractor's net profit, or five percent (5%) of the total contract amount, whichever is greater.

1. Liquidated damages under this provision shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any contract with the City.

3. VIRGIN REDWOOD

a. Contractor agrees to comply with the City Council's October 29, 1996, directive not to purchase virgin redwood for the prosecution of the work to be done under this Contract and in its place purchase and use:

1. Redwood that has been previously used or;

2. Certified, sustainable-harvested redwood as the preferred alternative to virgin

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

and non-certified redwood, and not pressure-treated lumber of other species as an alternative to redwood."

4. TREATED WOOD

a. Contractor shall comply with the terms of Resolution No. 61,724-N.S. (Appendix 00812-E) prohibiting the use of Pentachlorophenol, arsenic and creosote treated wood. No such wood shall be used by the contractor in this or any other City project without the express written consent of the City Council.

1.07 FIRST SOURCE HIRING REQUIREMENT. The following paragraphs shall be added to Document 00 7200, General Conditions, as a new Section if the contract exceeds $100,000 but is less than $500,000:

"16. F FIRST SOURCE HIRING REQUIREMENT

1. Contractor, and any subcontractors, shall utilize the City's First Source Construction Program under the terms set forth in the First Source specifications. (Appendix 00812-C).

a. Under the First Source program, Contractor must employ, to the extent possible, a work force where no less than twenty-five percent of the work hours are performed by Berkeley residents, and fifty percent of all new hires are Berkeley residents, on a craft-by-craft basis.

b. To achieve the goals, Contractor may either:

1. Utilize the City's First Source referral service, or

2. Demonstrate a good faith effort to achieve the goals."

OR

1.07 ~~COMMUNITY WORKFORCE AGREEMENT. The following paragraph shall be added to Document 00 7200 (General Conditions) as a new Section if the contract exceeds $500,000.~~

~~"16.F COMMUNITY WORKFORCE AGREEMENT~~

~~1. Contractor and any subcontractor at any tier shall comply with the City's Community Workforce Agreement set forth in the Appendix 00812 C.~~

~~a. Under the Community Workforce Agreement, Contractor must sign and comply with the Agreement to be Bound prior to execution of the Contract.~~
~~b. Subcontractors at any tier must also sign and comply with an Agreement to be Bound prior to execution of their respective subcontracts.~~
~~c. The signing of an Agreement to be Bound is a condition precedent to entering into any contract for this project."~~

1.08 EQUAL BENEFITS ORDINANCE. The following paragraph shall be added to Document 00 7200 (General Conditions) as a new Section:

"16.G EQUAL BENEFITS ORDINANCE:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29 (Appendix 00812-D). If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, as contained in Document 00680, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

2. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Document 00 7200, General Conditions, Article 8.02.

3. If Contractor fails to comply with the requirements of this Article, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

    3. Contractor's failure to comply with this Article shall constitute a material breach of the Contract, upon which City may terminate the Contractor's right to proceed with the Work pursuant to Document 00 7200, General Conditions, Article 14.05. In the event the City terminates the Contractor's right to proceed with the Work due to a default by Contractor under this Article, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated. In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

1.09 SANCTUARY CITY CONTRACTING: The following paragraph shall be added to Document 00 7200 (General Conditions) as a new Section:

"16. H SANCTUARY CITY ORDINANCE:

1. Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

    a. "Data Broker" means either of the following:

    ii. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

iii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

i. The City’s computer-network health and performance tools;

ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.”

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SCHEDULE OF APPENDENCES
TO
MODIFICATIONS TO GENERAL CONDITIONS

Schedule of Exhibits: (the following Exhibits are on file at the Berkeley City Clerk's office and will be made available on request to any interested party)

A. City Council Resolution No. 59,853-N.S. (Re: Oppressive States).

B. City Council Resolution No. 58,291-N.S. (Re: Tropical Hardwoods).

C. City Council Resolution No. 61,724-N.S. (Re: Treated Wood).

D. Berkeley Municipal Code, Chapter 13.29, Equal Benefits Ordinance

E. Specifications for City's First Source Construction Program, for contracts between $100,000 and $500,000.

~~E. Community Workforce Agreement and Agreement to be Bound for contract exceeding $500,000.~~
Not Applicable to this Project

F. Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 7319

SUPPLEMENTARY CONDITIONS – HEALTH AND SAFETY REQUIREMENTS; HAZARDOUS MATERIALS

ARTICLE 1 – GENERAL

1.01 Summary

A. This document includes requirements as they apply to location, removal, remediation and disposal of hazardous materials and hazardous waste.

1.02 HAZARDOUS MATERIALS SURVEY

A. Reference Section 01 1100, Part 1.15 for a list of available documents, including any Hazardous Materials Surveys, if available.

B. Data regarding the locations of hazardous materials was obtained only for use of City and its consultants, contractors, and tenants for planning and design and are not part of Contract Documents.

C. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. City does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

D. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

E. Bidders shall advise City in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for City's review and response. City has provided time in the period prior to bidding for Bidder to perform these investigations.

F. During the Pre-Bid Site Visit(s), City will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. City has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

1.03 Precedence of Documents

A. Should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

1.04 Means and Methods of Construction

A. Nothing contained in these Contract Documents or inferable therefrom shall be deemed or

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

construed (1) to make Contractor the agent, servant or employee of City, or (2) to create any partnership, joint venture or other association between City and Contractor.

1.05 Control of the Work

A. City shall exercise administration of the Contract. The City may employ a consultant to assist. City reserves the right to assign or delegate to this consultant, or any other consultant ("Consultant") any or all of the responsibilities of the Architect/Engineer under the Contract Documents, or alternatively, to act as City's representative.

B. Contractor shall cooperate with Consultant as directed by City. Consultant's duties may include observing the Contractor's health and safety program and practices, observing the abatement construction activities, observing the contractor's abatement work practices for compliance with the Contract Documents, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or the Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Contractor as to any matter by Consultant shall in any way relieve the Contractor from its responsibility for the performance of the Work in strict accordance with the Contract Documents and applicable Law.

1.06 Warranty, Guarantee and Inspection of Work.

A. Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable Law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of contract performance).

B. Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state and other governmental and quasi-governmental requirements applicable to the Work.

C. Contractor represents and warrants that it has studied carefully all requirements of the specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with the contract requirements.

D. City reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under State and Federal law upon completion of the job, and compliance of the work with periodic and final inspection of public and quasi-public entities having jurisdiction.

E. Contractor acknowledges that City also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that City shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event City elects to perform these activities and tests, Contractor shall afford City ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities for tests by City in the Contract Sum and the Scheduled Completion Date. Contractor shall not be entitled to increases in the contract sum or any damages for delay in the event City elects to perform these activities and tests, provided any delays resulting therefrom are reasonable under the circumstances involved. Notwithstanding City's rights

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

granted by this paragraph, Contractor shall retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and perform all applicable, relevant or appropriate activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, required or suggested by the Contract Documents, the Law, or both, and City reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work.

1.07 RECORDS

A. Contractor shall obtain and maintain and shall furnish to City on completion of the Work, or at any other time requested by City, all necessary permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, test results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by the Contract Documents or applicable Law, or both.

B. Contractor shall provide City with copies of each such document as it is generated and shall, as a condition to final payment, provide City with a complete set of such documents (bound, organized and indexed) at the conclusion of the Work. Contractor shall keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than thirty (30) years after final completion of the Work. City shall have the right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to City.

1.08 Compliance with laws

A. Contractor represents that it is familiar with shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state and local laws, statutes standards, rules, regulations and ordinances applicable to the Work (collectively, the "Law") relating to:

1. the protection of the public health, welfare and environment;
2. storage, handling or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
3. the generation, processing, treatment, storage, transport, disposal, destruction or other management of asbestos, PCB, lead, petroleum or hazardous waste materials or other waste materials of any kind; or,
4. the protection of environmentally sensitive areas such as wetlands.

B. Contractor has the sole responsibility for determining current waste storage, handling, transportation and disposal regulations for the jobsite and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable Law. City, may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

C. Contractor shall develop and implement a system acceptable to City to track hazardous waste from the site to disposals, including appropriate "Hazardous Waste Manifests" on the EPA form, so that City may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

D. Contractor shall provide City with the name and address of each waste disposal facility prior to any disposal, and City shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which City has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the general contractor.

1.09 Permits

A. Before performing any of the Work, and at such other times as may be required by applicable Law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to City that it and any disposal facility (1) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable Law, and (2) are in compliance with all such permits,

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to City. Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying City in writing of such fact. If Contractor performs any Work contrary to the Law without such notice to City, it shall bear all costs arising therefrom.

B. In the case of any permits or notices held in City's name or of necessity to be made in City's name, City shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for City's review and execution upon approval, all necessary applications, notices and other materials.

1.10 Indemnification and Termination

A. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. 9601 et seq).

B. Notwithstanding anything in Document 00 7200 to the contrary, City shall have an absolute right to terminate the Contractor’s right to proceed with the Work for cause immediately, without ten calendar days notice and without an opportunity to cure, should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Document 00 7200, Article 14.05, shall apply without modification.

1.11 Protection of Work, Persons and Property

A. Contractor shall perform safe, expeditious and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal and disposal industry, the Law (as herein defined), and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi governmental approvals.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE 1 – COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 – CERTIFICATION OF APPROVAL

2.01 California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 – FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 – APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DOCUMENT 00 9113

ADDENDA

SPECIFICATION NO. 27-11799-C

CITY OF BERKELEY

MENTAL HEALTH SERVICES EV CHARGER PROJECT

2640 MARTIN LUTHER KING JR WAY

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**
Addendum No. 2, issued on **[date]**
[continue as appropriate]

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Item, Allowances and Alternates
3. Contract Document Organization
4. Maintenance
5. Work Under Other Contracts
6. Future Work
7. Work Sequence
8. Work Days and Hours
9. Shutdown for Discovery of Cultural Resources
10. Cooperation of Contractor and Coordination with Other Work
11. Partial Occupancy/Utilization Requirements
12. Contractor Use of Site
13. Air Quality Standards
14. Construction Staking, Monument Protection and Replacement
15. Geotechnical Data and Existing Conditions
16. Protection of Existing Structures and Underground Facilities
17. Permits
18. Actual Damages for Permit Violations
19. Reference Standards
20. Products Ordered in Advance
21. City-Furnished Products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises of the construction of City's **Mental Health Services EV Charger Project** located at **2640 Martin Luther King Jr Way**. The Work includes, without limitation, **site improvements and installation of EV Charging Stations, including ancillary work in accordance with the terms and conditions of the Contract Documents**. Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.

C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

(Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 BID ITEMS, ALLOWANCES AND ALTERNATES

A. Descriptions of Lump Sum Items (listed by Bid item numbers):

Bit Item 1: All labor, materials, services, and equipment necessary for the completion of all the work in accordance with the Contract Documents.

B. Descriptions of Unit Price Items and Basis of Measurement for Payment (listed by Bid item numbers): N/A

Allowances: **N/A**

C. Bid Alternates: **N/A**

1.04 CONTRACT DOCUMENT ORGANIZATION

A. The Drawings illustrate locations, arrangements, dimensions, and details to determine the general character of the Work. Parts not detailed shall be subject to the Architect's approval. Where reasonably inferable that a Drawing illustrates only part of a given work on a number of items, the remainder shall be deemed repetitious and so construed. Drawings of greater scale take precedence over Drawings of lesser scale. Do not scale documents.

B. Drawings indicate general arrangement and location of such items as piping, conduit, apparatus, and equipment. Drawings and Specifications are for guidance of the Contractor and exact locations, distances, and levels will be governed by building site and actual building conditions. The Contractor shall make minor changes, as directed, to arrangements or locations shown in order to meet Structural or Architectural conditions.

C. Specifications describe performances and qualities required of materials and of methods. Items listed under each Section of the Specifications are not necessarily all inclusive. The Contractor shall be responsible for the complete work.

D. For convenience, Specifications are separated into topical divisions of work, each of which is further related to topical divisions under which it occurs. Such separation shall not be construed as an attempt by the Architect to establish limits of any agreements between the Contractor and his/her subcontractors.

E. Portions of these Specifications are of abbreviated, simplified type and may include incomplete sentences.

1. Omissions of words or phrases such as "the Contractor shall", "in conformity with", "shall be", "as noted on the Drawings", "in accordance with the details", "a", "the", "all", "any", and "each" are intentional. Omitted words or phrases shall be supplied by inference.
2. Terms such as "approved", "or approved equal", "as directed", "as required", "as provided", "acceptable", and "satisfactory" mean by or to the Architect or the City.
3. Furnish: The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
4. Install: The term install describes operations at the Project Site, including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar ions.
5. Provide: The term provide means to furnish and install, complete and ready for the intended use.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

F. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard except where more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of bid date except where specific date is specified

1.05 MAINTENANCE

A. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefor.

1.06 WORK UNDER OTHER CONTRACTS

A. None expected

1.07 FUTURE WORK

A. None expected

1.08 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate construction schedule and operations with City.

B. **Special operational constraints include the following**:

1. None expected

1.09 WORK DAYS AND HOURS

A. Work Days and hours: Monday-Friday inclusive, **7:00 a.m.-5:00 p.m.** local time.

B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 48 hours in advance and City approves in its sole discretion.

1.10 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact City. Do not resume Work until authorization is received from City. When resumed, excavation or other activities shall be as directed by City.

1.11 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00 7200 (General Conditions).

B. Employ a full-time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.12 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.

D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
4. City shall pay for utility cost arising out of occupancy by City during construction.

E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.

F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by City of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.

H. City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.13 CONTRACTOR USE OF SITE

A. Access is available to the Site from **Derby Street.**

B. Contractor shall contact City at least 2 Business Days prior to entering the building and performing Work to allow City to arrange access into the building. Access Request forms shall be submitted 48 hours in advance of anticipated on-site Work to gain permission to enter Site and to allow notification to occupants.

C. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.

D. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of City or other contractor.

E. Coordinate parking, storage, staging, and Work areas with City. City will review and approve the proposed storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.

F. Prior to commencement of Work or excavation, Contractor and City shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor’s operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to City.

G. The Contractor shall follow all city ordinances in force during the duration of this Contract.

H. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

I. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.14 AIR QUALITY STANDARDS

A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.

B. Maintain equipment in good mechanical condition.

C. Cover trucks hauling dirt.

D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).

E. Replace ground cover in disturbed areas as soon as possible.

F. Enclose, cover, water, or apply soil binders to exposed stockpiles.

G. Remove earth tracked onto neighboring paved roads at least once daily.

H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.15 CONSTRUCTION STAKING, MONUMENT PROTECTION AND REPLACEMENT

A. Notify City at least three (3) Business Days prior to the need for initial staking. City will provide engineering surveys, City benchmarks, corner records, reference points, and/or monument cards that in City's judgment are necessary to establish site elevations for the Contractor to establish construction stakes in order to enable Contractor to proceed with the Work.

B. If Contractor finds any additional information is necessary, notify City in writing 2 Business Days in advance. City shall have no liability for any inadequacy unless Contractor notifies City and City fails to cure within 3 Business Days of such notice.

C. Contractor shall be responsible for laying out the Work and provide all construction staking. Contractor shall replace or repair construction stakes at own expense.

D. Contractor shall perform brush clearing and traffic control, as necessary, in City's sole judgment.

E. The Contractor shall protect and preserve all existing survey monuments, benchmarks, reference points, property monuments and stakes.

F. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any survey monuments, benchmarks, reference points, property monuments, or construction stakes, or require relocation because of necessary changes in grades or locations, provide at least 3 Business Days advance notice to City. Survey monuments, benchmarks, reference points and property monuments shall not be disturbed until authorized by the City.

G. Whenever the Contractor disturbs or removes any survey monuments, benchmarks, reference points, or property monuments, the Contractor shall replace the monument in accordance with City Standard Plan 8090 or City Standard Plan 8091, as applicable. Standard Plans are available upon request. Monument casings (boxes and lids) shall be provided by the Contractor, and dome brass markers shall be supplied by the City.

H. In the event that any non-referenced monuments become in danger of being disturbed due to construction, the Contractor shall cease the threatening activity and notify the City immediately. Response to endangered monuments is a priority call, and each monument shall be referenced in accordance with the City of Berkeley Monument Reference Guidelines, available upon request. In no case may an unreferenced monument be damaged during construction.

I. Should any monument not designated for replacement sustain damage during construction, the Contractor shall bear the expense for rebuilding it as well as for the survey work the City survey crew or its survey consultant must perform in the process. In any instance where the City deems a damaged monument to be irreplaceable, the contractor shall be fined $20,000 per monument.

J. Monument replacement must be done in a neat, workman-like manner. Pavement cuts shall be

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

accurate, with vertical cuts to exact dimensions as shown on the Standard Plans. Monument boxes and lids shall be placed at the proper finished grade and as detailed by Standard Plan 8090 or Standard Plan 8091. Existing monument lids shall be salvaged by the Contractor and delivered to the City.

K. Each replacement monument shall be constructed such that the center of the dome brass marker is set within 0.04 foot of the referenced position. The new dome brass marker shall not receive final punching prior to seven (7) calendar days after completion of the monument construction.

L. In any event, notify City whenever any survey monuments, benchmarks, reference points, or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations.

M. If the City has elected to reference known monuments around or within the project site, a copy of the corner records for the referenced monuments shall be provided to the Contractor prior to the start of construction. For each monument that has been disturbed or removed, the replacement monument location(s) will be established by the City's survey crew or its survey consultant after final pavement is completed and upon request by the Contractor.

N. All City of Berkeley Monuments located within the project area must be referenced, prior to work commencing, by a licensed land surveyor as required by Section 8771 of the Business and Professions Code. Corner Records of this work must be submitted for filing to both the County Surveyor of Alameda County, and the City of Berkeley, Public Works Department, Engineering Division, Survey Section.

O. Illegible survey requests or requests without proper notification (at least 3 Business Days in advance), may result in delayed response. No extension of Contract Time will be allowed due to such delays.

1.16 GEOTECHNICAL DATA AND EXISTING CONDITIONS

A. Available Documentation: In accordance with, and subject to, the provisions of Document 00 3132 (Geotechnical Data and Existing Conditions), the following documentation is available for review. This information is not part of the Contract Documents.

1. N/A

1.17 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to City. At least (2) two Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

1. **Water lines:** EBMUD
2. **Sewer lines**: Berkeley Public Works Department
3. **Telephone Conduit**: Telephone Provider
4. **Cable**: Cable Provider
5. **Electrical Lines**: PG&E

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. Attention is also directed to the existence of overhead power and telephone lines.

D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 calendar days in advance of the date of construction within such area.

E. Telemetry antennas: Ensure that the telemetry and voice communication antennas located on

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

the [Identify the Building] roof remain operational. City's telemetry system is critical to the function and operation of Owner's water supply and distribution system. Coordinate relocation of equipment related to the telemetry and voice communication systems with Owner. Notify Owner 3 calendar days prior to conducting any Work in the vicinity of the telemetry antenna.

F. No attempt has been made to locate utilities on private property such as sprinkler irrigation systems or electrical conduits on the project site or adjacent property. Contractor is responsible for contacting all property owners as necessary, and locating and marking utilities in the vicinity of the work prior to construction.

G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.18 PERMITS

A. Permits, agreements, or written authorizations that are known by City to apply to this Project are listed below:

1. Storm Water Pollution Prevention
2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
   a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
   b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
   c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
3. The local Cal/OSHA district office is located at:

   CAL/OSHA Headquarters
   1515 Clay Street, Suite 1303
   Oakland, CA 94612

   (510) 622-2916

B. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, temporary encroachment, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.19 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), City may incur actual damages, including fines imposed by any regulatory agency, resulting from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Continuous operation in compliance with legal or regulatory requirements is essential to avoid discharges that would violate applicable regulations. Violations or threatened violations may subject City to fines or occurrence and/or other costs or civil liabilities.

B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by City for reasons other than those listed in that paragraph. Any money due

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

PART 2 - PRODUCTS

2.01 REFERENCE STANDARDS

A. For products specified by association or trade standards, comply with requirements of standard, except where more rigid requirements are specified or are required by applicable codes.

2.02 PRODUCTS ORDERED IN ADVANCE

A. As provided in Document 00 7200 (General Conditions) and Section 01 2000 (Measurement and Payment), and subject to all other provisions of the Contract Documents, City will pay for the following materials and equipment prior to incorporation into the Work:

1. **None**

2.03 CITY-FURNISHED PRODUCTS

A. City-Furnished Products:

1. **(1) One Sigle CP6000 ChargePoint EV Charger**
2. **(1) One - Dual CP6000 ChargePoint EV Charger**
3. **“OFFICIAL CITY VEHILCES ONLY” Custom Signs**

B. City's Responsibilities:

1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for delivery to Site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, Defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review City-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with City.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

PART 3 - EXECUTION – NOT USED

[OPTION IF THERE ARE PERMITS: Permit copies follow this page numbered consecutively as 01 1100]

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

3.01 SUMMARY

A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

3.02 REFERENCES

A. California Public Contract Code

B. Code of Civil Procedures

C. Government Code

3.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by City based on, so far as practicable, actual number of units satisfactorily completed, as determined by City and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor's percentage completion of the Work or item.
3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances: Allowance Work will be authorized by City in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

3.04 PAYMENT PROCEDURES

A. Schedule of Values:

1. Within ten calendar days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by City. Scheduling, record documents and quality assurance control shall be separate line items.
3. City will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judge of fair market cost allocations.
4. City will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to City.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:
2. On or before the 25th Day of each month, Contractor shall submit to City five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. City and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by City, concurrently with each Application for Payment, Contractor shall submit to the City the Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ending during the period covered by the Application for Payment.

4. No progress payment will be processed prior to City receiving all requested, acceptable schedule update information and certified payrolls, and in City's sole and absolute discretion, City may deny the entire Application for Payment for noncompliance.

5. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to City.

6. If City requires substantiating data, Contractor shall submit information requested by City, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.

C. City's Review of Progress Payment Applications

1. City will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, City will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. If City determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then City may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

3. Pursuant to California Public Contract Code §20104.50, if City fails to make any progress payment within 30 calendar days after receipt of an undisputed and properly submitted Application for Payment from Contractor, City shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of calendar days by which City exceeds the seven-Day return requirement set forth herein.

4. As soon as practicable after approval of each Application for Payment for progress payments, City will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In City's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, City may retain an additional 5% of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work,

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

except as specified elsewhere in the Contract Documents or as may be agreed to by City in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
3. Full title to the materials and/or equipment shall vest in City at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to City.
4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

3.05 FINAL PAYMENT

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, City will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

3.06 SUBSTITUTION OF SECURITIES

A. **Public Contract Code Section 22300**. In accordance with the provisions of Public Contract

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City. Contractor shall then pay to each Subcontractor, not later than 10 calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 4 - PRODUCTS – NOT USED

PART 5 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:

1. Contractor may initiate changes by submitting a Change Proposal Request (“CPR”).
2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to City for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, City will act promptly thereon.
3. If City accepts a CPR, City will prepare a Change Order for City and Contractor signatures.
4. If CPR is not acceptable to City because it does not agree with Contractor’s proposed cost and/or time, City will provide comments thereto. Contractor will then, within seven (7) calendar days (except as otherwise provided herein), submit a revised CPR.
5. When necessity to proceed with a change does not allow City sufficient time to conduct a proper check of a CPR (or revised CPR), City may issue a Change Directive (CD) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:

1. Contractor may submit RFI’s for clarifications in City-prepared Contract Documents, which may result in the Contractor submitting a CPR.
2. Whenever Contractor requires information regarding the Project or City-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided on approval by City. Contractor shall not issue an RFI to City solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 calendar days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor’s failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor’s waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

responsible for City's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City discretion, such costs may be deducted from progress payments or final payment.

4. City will respond within ten (10) calendar days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that a City response to an RFI, submittal or other City direction, results in change in Contract Sum or Contract Time, Contractor shall notify City with the issuance of a preliminary CPR within ten calendar days after receiving City's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit a Time Impact Evaluation (TIE) required herein concurrently with the CPR and in no event later than ten calendar days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 calendar days of submitting the preliminary CPR.
3. If City agrees with Contractor's CPR and/or TIE, then City will prepare a Change Order for City and Contractor signatures. If City disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon City's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR CITY INITIATED CHANGE ORDERS

A. City Initiated Change Directives (CD):

1. City may, by Change Directive ("CD") or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, City may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to City within ten (10) calendar days.
3. Contractor's response must be any one of following:
   a. Return CD signed, thereby accepting City response, including adjustment to time and cost (if any).

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
c. Cost to be determined in a manner agreed.

5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where City authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise City upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.

6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by City on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or City may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.

7. Pending final determination of cost to City, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. City Initiated Change Order (CO) or Request for Proposal (RFP):

1. City may initiate changes in the Work or Contract Time by issuing a Request for Proposal (“RFP”) or Change Order (“CO”) to Contractor.

2. City may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of City’s RFP. Upon approval of CPR, City may issue a Change Directive directing Contractor to proceed with extra Work.

4. If the parties agree on price and time for the work, the City will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, City may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND CITY-INITIATED CHANGE ORDERS

A. Adjustment of Schedules to Reflect Change Orders or CDs:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
   a. Quantities of products, materials, labor and equipment.
   b. Taxes, insurance, and bonds.
   c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   d. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
   a. Origin and date of claim or request for additional compensation.
   b. Dates and times Work was performed and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
   e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1. Component 1 has four subcomponents, also referred to as “LEMS”:

    a. Labor (Component 1A)
    b. Equipment (Component 1B)
    c. Materials (Component 1C)
    d. Subcontractors (Component 1D)

B. Measurement of Cost of Labor (Component 1A):

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by City) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:

    a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
    b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker’s compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
    c. Cost of labor shall include no other costs, fees or charges.

2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.

3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to City weekly.

C. Measurement of Cost of Equipment (Component 1B):

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by City.

3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.

4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

5. Unless otherwise specified, manufacturer’s ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

operation on extra Work being performed or on standby as approved by City. The following shall be used in computing rental time of equipment:

a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to City.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

a. City will pay for costs of loading and unloading equipment.
b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
d. City will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which City directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and City legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).

9. Equipment costs shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C):

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City notwithstanding fact that such discount may not have been taken.

3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

4. If cost of a material is, in opinion of City, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.

5. Material costs shall include no other costs, fees or charges.

E. Measurement of Cost of Subcontractors (Component 1D):

1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the City, provided such subcontractor earned amounts meet the following requirements:

a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
c. Total cost to City of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by City do not exceed the 20% Markup limitation.).

1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)

A. Markup Percentages for Changed Work (Component 2):

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on “Component 1” Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.

3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.

4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Mark Up (Component 2):

1. Mark Up (Component 2) provides complete compensation to Contractor for:

a. All Contractor profit;
b. All Contractor home-office overhead;
c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.

2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.

3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor’s personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor’s principal or branch offices; insurance premiums other than those for Project specific insurance directed by the City in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor’s capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.

4. Assumption of Risk. Compensation for Contractor’s assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (“unallowable costs”), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or “buy out” errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or City procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)

A. Measurement of Bonds, Insurance, Taxes (Component 3):

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **"BIT".** All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.

2. There is no mark up on BIT.

1.09 EFFECT OF PAYMENT

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.

2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

unallowable in any separate amount.

3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against City, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) calendar days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.10 MISCELLANEOUS REQUIREMENTS

A. City-Furnished Materials.

1. City reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

number of equipment and hours operated.

2. City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

C.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

COST PROPOSAL (CP)

Owner **Mental Health Services EV Charger Project**
Contract Number _____

CP Number: _____
Date: _____
In Response To _____
RFP #, etc.

To: City of Berkeley
Attention: **Uriel Gonzalez**
1947 Center Street, 5th Floor
Berkeley, CA 94704
Phone: (510) 981-6400
Fax: (510) 981-6390

From: [Insert Contractor's Name/Address]
_____
_____

This Cost Proposal is in response to the above-referenced _____ **[insert RFP, etc. as applicable]**.
Brief description of change(s): _____
_____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (CALENDAR DAYS) (Time Impact Evaluation Enclosed)						

By Contractor: Signature: Date:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Summary

1. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference. City will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities & Temporary Utilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements
16. Project Communication Procedures
17. Modification Procedures
18. Site Access by City and Consultants
19. As-Built/Record Documents
20. Permits & Fees
21. Coordination: (Work Performed for City under separate contract). (As Appropriate)
22. City will distribute copies of minutes to attendees. Attendees shall have 7 calendar days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 WEEKLY PROJECT MEETINGS

A. City will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City. Meetings shall be held at City's Offices unless otherwise specified in Contract Documents.

1. City's Representative will prepare agenda and distribute it 4 calendar days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

specified in Contract Documents or provided by City.

4. City shall record and distribute the meeting minutes. Minutes shall be distributed by the City to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, City, and others as appropriate to agenda topics for each meeting.
6. Agenda may contain the following items, as appropriate:
   a. Review, revise as necessary, and approve previous meeting minutes
   b. Review of Work progress since last meeting
   c. Status of Construction Work Schedule, delivery schedules, adjustments
   d. Submittal, RFI, and Change Order status
   e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
   f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.

B. At this meeting, at a minimum, the following items will be reviewed:
   1. Percent complete of each activity;
   2. Time impact evaluations for Change Orders and Time Extension Request;
   3. Actual and anticipated activity sequence changes;
   4. Actual and anticipated duration changes; and
   5. Actual and anticipated Contractor delays.
   6. Waste Management Tracking/Tags
   7. As-Built/Record Documents

C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

A. Contractor shall submit original (baseline) progress schedule two weeks prior to the first Application for Payment.

B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with City and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

A. Unless City agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as City may specify, which Contractor shall prepare and supply to City, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.

B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if City agrees in writing, a bar chart or a Gantt chart. The hard copies of the schedule supplied to City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.

C. Unless City agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. City has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to City's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.

B. Contractor shall supply City with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide City with **three-week** look ahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

A. City may request a recovery schedule should Contractor fall 21 or more calendar days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.

B. The recovery schedule shall show the intended critical path. If City requests, Contractor shall also:

1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Schedule.

2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable City to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide City with four copies of each TIE.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for submittals.

1.02 SCHEDULE OF SUBMITTALS

A. Contractor shall prepare for City's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by City for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.

B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by City of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. Contractor shall review for compliance with Contract Documents, approve and submit to City Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.

B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.

C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.

D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 CITY REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. After review by City of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City.
4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. Favorable review will not constitute acceptance by City of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

C. Unless otherwise specified, City's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the City; otherwise, any such Work is at Contractor's sole risk.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by City before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
   a. California Building Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

b. California Electrical Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
c. California Plumbing Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
d. California Mechanical Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
e. California Energy Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
f. California Green Building Standard Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
g. “Greenbook” Standard Specifications for Public Works Construction (2021 Edition or latest applicable code)
h. International Fire Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
i. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
j. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

a. Federal:
   1) Americans With Disabilities Act of 1990
   2) 29 CFR, Section 1910.1001, Asbestos
   3) 40 CFR, Subpart M, National Emission Standards for Asbestos
   4) Executive Order 11246
   5) Federal Endangered Species Act
   6) Clean Water Act
b. State of California:
   1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
   2) California Public Contract Code
   3) California Health and Safety Code
   4) California Government Code
   5) California Labor Code
   6) California Civil Code
   7) California Code of Civil Procedure
   8) CPUC General Order 95, Rules for Overhead Electric Line Construction
   9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
   10) Cal/OSHA
   11) OSHA: Hazard Communications Standards
   12) California Endangered Species Act
   13) Water Code
   14) Fish and Game Code
c. State of California Agencies:
   1) State and Consumer Services Agency
   2) Office of the State Fire Marshall
   3) Office of Statewide Health Planning and Development
   4) Department of Fish and Game
   5) All Air Quality Management Districts with jurisdiction
   6) All Regional Water Quality Control Boards with jurisdiction
   7) Division of the State Architect (if having jurisdiction)
d. All Local Agencies with jurisdiction (cities, counties, fire departments)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

C. Change Orders and Claims:

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and City and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

2. For the purposes of this section, “Claim” means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than $375,000 do not qualify as a “separate demand of $375,000 or less,” as referenced above, and are not subject to this section.

3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

4. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

5. Procedure:

   a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
   b. For Claims of fifty thousand dollars ($50,000) or less, City shall respond in writing within forty-five (45) calendar days of receipt of the Claim, or City may request in writing within thirty (30) calendar days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of City and Claimant. City’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) calendar days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
   c. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: City shall respond in writing within sixty (60) calendar days of receipt of the Claim, or City may request in writing within thirty (30) calendar days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of City and Claimant; City's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) calendar days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

d. Meet and Confer: If Claimant disputes City's written response, or City fails to respond within the time prescribed above, Claimant shall notify City, in writing, either within fifteen (15) calendar days of receipt of City's response or within fifteen (15) calendar days of City's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City will schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to City's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by City.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
   a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
   b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of City, City's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. **ASTM and ANSI References:** Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 DEFINITIONS

A. Meaning of Words and Phrases

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While City has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between City and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by City.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by City as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, “Architect/Engineer” shall mean a person (or that person’s firm) holding a valid California State Architect’s or Engineer’s license representing the City in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to City. When Architect/Engineer is referred to within the Contract Documents and not an employee of City, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of City, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of City, Architect/Engineer is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
    a. New Year's Day, January 1;
    b. Martin Luther King Jr.'s Birthday, third Monday in January;
    c. Lincoln's Birthday, February 12;
    d. Presidents' Day, third Monday in February;
    e. Malcolm X Day, third Friday in May;
    f. Memorial Day, last Monday in May;
    g. Juneteenth, June 19;
    h. Independence Day, July 4;
    i. Labor Day, first Monday in September;
    j. Indigenous People's Day, second Monday in October;
    k. Veterans' Day, November 11;
    l. Thanksgiving Day, as designated by the President;
    m. The Day following Thanksgiving Day;
    n. Christmas Day, December 25; and
    o. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
12. By City: Work that will be performed by City or its agents at the City's expense.
13. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.
14. Change Order: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:
    a. a change in the Work;
    b. the amount of the adjustment in the Contract Sum, if any; and
    c. the amount of the adjustment in the Contract Time, if any.
15. Change Proposal Request (CPR): A document prepared by Contractor requesting or initiating a request for modifying the Contract Documents and determining costs for changes in contract amount and any requested changes to Contract Time.
16. City: City is defined in Document 00 5200 (Agreement).
17. City-Furnished, Contractor Installed: Items furnished by City at its cost for installation by Contractor at its cost under Contract Documents.
18. City's Representative(s): See Document 00 5200 (Agreement).
19. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
20. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
21. Construction Change Directive ("CCD"): A written order prepared and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
22. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

a scope of work.

23. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
    a. General Conditions are general clauses that are common to the City Contracts, including Document 00 7200 (General Conditions).
    b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).
24. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
25. Contract Modification: Either:
    a. a written amendment to Contract signed by Contractor and City; or
    b. a Change Order; or
    c. a Construction Change Directive; or
    d. a written directive for a minor change in the Work issued by City.
26. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
27. Contract Time: The number or numbers of calendar days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
28. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Contractor” means the Contractor or its authorized representative.
29. Contractor’s Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
30. Council: The governing body of the City.
31. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
32. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). Unapproved substitutions are defective. City is the judge of whether Work is Defective.
33. Division of State Architect: A division of the State of California providing, design and construction oversight for K–12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.
34. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
35. Equal: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.
36. Final Acceptance or Final Completion: City’s acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Completion include, but are not limited to:

a. Final cleaning is completed.
b. All systems having been tested and accepted as having met requirements of Contract Documents.
c. All required instructions and training sessions having been given by Contractor.
d. All Project Record Documents having been submitted by Contractor, reviewed by City, and accepted by City.
e. All punch list Work, as directed by City, having been completed by Contractor.
f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of City.

37. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
38. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
39. Furnish: Supply Indicated: Shown or noted on the Drawings.
40. Indicated: Shown or noted on the Drawings.
41. Install: Install or apply only, do not furnish.
42. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
43. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
44. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
46. Modification: Same as Contract Modification.
47. Not in Contract or “NIC”: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
48. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
49. Off Site: Outside geographical location of the Project.
50. Owner: Owner is the City of Berkeley, see Document 00 5200 (Agreement).
51. Partial Utilization: Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
52. PCBs: Polyclorinated byphenyls.
53. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
54. Product Data: That information (brochures, catalog sheets, manufacturer’s cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
55. Progress Report: A periodic report submitted by Contractor to City with progress payment

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

invoices accompanying progress schedule. See Document 00 7200 (General Conditions).

56. Project: Total construction of which Work performed under Contract Documents may be whole or part.
57. Project Manager: If used elsewhere in the Contract Documents, “Project Manager” shall mean a person representing the City in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to City. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to City. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of City, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of City Project Manager is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
58. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
59. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
60. Provide: Furnish and install.
61. Public Right-of-Way Accessibility Guidelines (“PROWAG”): Standards published by the U.S. Access Board ensuring pedestrian facilities are accessible to people with disabilities, providing technical requirements for designing, constructing, and altering public rights-of-way to comply with the Americans with Disabilities Act.
62. Request for Information (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.
63. Request for Proposals (“RFP”): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents.
64. Request for Substitution (“RFS”): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
65. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by City that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.
66. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
67. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
68. Shown: As indicated on Drawings.
69. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
70. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
71. Specified: As written in Specifications.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

72. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
73. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of City for final payment. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.
74. Supplemental Instruction: A written directive from City to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
75. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
76. Time Impact Evaluation (TIE): A written narrative and a schedule diagram depicting how the changed Work or other impact affects other scheduled activities, prepared by Contractor in conjunction with a Change Proposal Request (CPR) for Change Orders, Time Extensions, and Delays. See Document 01 3230 (Progress Schedules and Submittals), and Document 01 2600 (Modification Procedures).
77. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
78. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
79. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of City. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.
2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4500

TESTING AND INSPECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Regulatory requirements for testing and inspection.
2. Contractor's quality control.
3. Quality of the Work.
4. Inspections and tests by governing authorities.
5. Inspections and tests by serving utilities.
6. Inspections and tests by manufacturer's representatives.
7. Inspections by Independent Testing and Inspection Agency.

1.02 RELATED SECTIONS

A. Document 00 7200 General Conditions

B. Section 01 4100 Regulatory Requirements

1.03 CONTRACTOR'S QUALITY CONTROL

A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.

B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.

C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.04 QUALITY OF THE WORK

A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.

B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.

C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by the City.

D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

requirements in preparing, fabricating erecting, installing, applying, connecting and finishing Work.

E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

F. Verification of Quality: Work shall be subject to verification of quality by City or Architect/Engineer in accordance with provisions of the General Conditions of the Contract.

1. Contractor shall cooperate by making Work available for inspection by City, Architect/Engineer or their designated representatives.
2. Such verification may include mill, plant, shop, or field inspection as required.
3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City or Architect/Engineer.
5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the General Conditions of the Contract.

G. Observations by Architect/Engineer: Periodic and occasional observations of Work in progress will be made by Architect/Engineer as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test and Observation: Neither employment of independent testing and inspection agency nor observations by Architect/Engineer shall in way relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. Rejection of Work: City reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.

J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Non-Conforming Work: Acceptance of nonconforming Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work.

L. Contract Adjustment for Non-Conforming Work: Should City determine that it is not feasible or in City's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions.

1.05 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for testing and Inspection: Comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.

B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.

1. Such authorities include the Division of Occupational Safety and Health (Cal/OSHA), City of Berkeley Public Works Department, Fire Department, and similar agencies.
2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1.06 INSPECTIONS AND TESTS BY SERVING UTILITIES

A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.07 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.08 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

A. City will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.

B. Responsibility for payment for tests and inspections shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.

C. Contractor shall notify City and, if directed by City, testing and inspection agency, when Work is ready for specified tests and inspections.

D. Contractor shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:

1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
2. Changes in sources, lots or suppliers of products after original tests or inspections.
3. Changes in means methods, techniques, sequences and procedures of construction which necessitate additional testing, inspection and related services.
4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.

E. Tests and inspections shall include the following:

Section	Inspections and Tests	Paid by
Section 321312- Concrete Reinforcing & Miscellaneous Steel	Reinforcement strength	Paid by City.
Section 321313- Cast-in-Place Concrete	Slump Tests Compressive strength	Paid by City. Paid by City.

F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted each to Architect/Engineer, City, City's field representative, Contractor and to agency having jurisdiction (if required by Code).

1. Reports shall clearly identify the following:

a. Date issued.
b. Project name and number.
c. Identification of product and Specifications Section in which Work is specified.
d. Name of inspector.
e. Date and time of sampling or inspection.
f. Location in Project where sampling or inspection was conducted.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

g. Type of inspection or test.
h. Date of test.
i. Results of tests.
j. Comments concerning conformance with Contract Documents and other requirements.

2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3. Samples taken but not tested shall be reported.
4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
5. When requested, testing and inspection agency shall provide interpretations of test results.
6. Verification reports shall be prepared and submitted, stating that tests and inspections specified or otherwise required for the project, have been completed and that material and workmanship comply with the Contract Drawings and Specifications. Verification reports shall be submitted at intervals not exceeding 6 months, at Substantial Completion of the Project, and at all times when Work of Project is suspended.

G. Contractor Responsibilities in Inspections and Tests:

1. Notify testing and inspection agencies 24 hours in advance of expected time for operations requiring inspection and testing services.
2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used which require advance testing, together with proposed mix designs.
3. Cooperate with testing and inspection agency personnel, City's field representative, Architect/Engineer. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.
5. Provide, at least 15 calendar days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.
6. Provide 24 hours advance notice to the Project Manager, Architect/Engineer of each test and inspection, as directed.
   a. When tests or inspections cannot be performed after such notice , reimburse City for Testing Laboratory personnel and travel expenses incurred due to Contractor's negligence.

1.09 ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by the Testing Laboratory reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.

1. If additional tests and inspections establish that materials comply with Contract Documents, all costs for such tests and inspections shall be paid by City.
2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be paid by the contractor.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5200

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General Conditions Document 00 7200

B. Supplemental General Conditions Document 00 7201

1.02 SUMMARY

A. This section describes the temporary facilities required for the Project site. The Project site shall be maintained by Contractor as set forth in this section unless otherwise added to or superseded by the requirements of Document 00 7200 (General Conditions).

1.03 TEMPORARY FACILITIES

A. Contractor shall obtain permits for, install and maintain in safe condition, whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work on the Project. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and local codes and regulations.

B. Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the Work it may become necessary for curing and drying of materials, or to warm spaces as may be required for the installation of materials or finishes.

C. Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, Contractor shall have on hand whatever spare parts or equipment that may be required to prevent interruption of dewatering.

D. Contractor shall provide and maintain all utility services necessary to perform the work under this Contract.

E. Materials, tools, accessories, etc., shall be stored only where directed by City. Storage area shall be kept neat and clean. Security of stored items shall be Contractor's responsibility.

F. Flammable materials stored on site, shall be stored in a safe and secure manner per the manufacture’s direction. Extra precautions, including clear identification, shall be the responsibility of Contractor.

G. Contractor shall maintain an office at the Project site that will be his headquarters for the Project. Any communications delivered to this office shall be considered as delivered to Contractor. Location and size of office shall be such that it will adequately serve the needs of Contractor's superintendent and assistants in the performance of their duties.

H. Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or for completion of the Project, mutually agreed upon by Contractor and City.

I. Contractor shall safe-off building prior to demolition.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1.04 SIGNS

A. No signs may be displayed on or about the City's property (except those required by law) without the City's specific approval; the size, content, and location to be as specified by the City.

1.05 USE OF ROADWAYS AND WALKWAYS

A. Contractor shall never block or interfere with use of any existing roadway, walkway or other facility for vehicular, bicycle, or pedestrian traffic, from any party entitled to use it. Wherever and whenever such interference becomes necessary for the proper and convenient performance of the Work, Contractor shall, before beginning the interference, notify City and post signs at least 72 hours in advance of such interference, and provide a satisfactory PROWAG compliant diversion or detour, including temporary bridge if necessary, or other proper facility for traffic to pass around or over the interference. Contractor shall maintain the detour in a safe and satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Specifications.

B. Contractor shall at all times comply with any and all requirements applying to the work under the transportation, circulation and parking mitigation measures, truck and construction access plan.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5526

TRAFFIC CONTROL

Contractor shall provide traffic control throughout the project as needed for the various traffic situations and street configurations in full conformance with the latest "California Manual on Uniform Traffic Control Devices and the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD) latest edition, as amended for use in California)" herein after referred to as Traffic Control Manual. The Traffic Control Manual may be obtained online at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files

As required, the Contractor shall submit a PROWAG compliant Traffic Control Plan to the City of Berkeley's Transportation Division or the California Department of Transportation (Caltrans) for review and acceptance. Contractor shall make all reasonable efforts to divert pedestrians and cyclists around the construction rather than closing walkways and bikeways and implementing walking and biking detours following the City's Pedestrian, Bicycle, and Bus Facility Accommodation in Construction Zones Guidelines (Appendix C). Contractor is responsible for properly setting up and maintaining all signage, striping, barriers, lighting, scaffolding, flagging operations, and any other temporary traffic control devices as necessary as detailed in approved TCPs..

Construction area signs and temporary traffic control devices shall be furnished, installed, maintained and removed by the Contractor. Traffic signage, e.g., warning signs and detour signs, may be required for this project. Contractor shall be responsible for placing all barricades for perimeter street closures as required. Per Section 501.10 – Traffic Control of the General Provisions, at main entry and exit points of each work location, the Contractor shall provide a 30" x 30" sign advising the public of the anticipated period of time that traffic delays may be anticipated. This sign will also include name and telephone number of the Contractor along with starting and completion dates of the contract. Sign will be erected 7 calendar days in advance of any work.

Construction work requiring traffic control on San Pablo Avenue (State Route 123) or Ashby Avenue (State Route 13) will require an encroachment permit from Caltrans. Contractor is soley responsible for obtaining and abiding by any necessary encroachment permits. The permit fees and other associated costs to obtain the required permits from the State of California shall be included in the cost bid for this item. Contractor shall be responsible for providing traffic control plan for encroachment permit to and obtaining approval of said traffic control plan from State of California. Contractor shall be responsible for all notification of work to, application for and obtaining work authorization number from Caltrans. Any damages arising from work related to encroachment permit shall be the responsibility of the Contractor.

The Contractor shall be responsible for posting "No Parking" signs a minimum of four calendar days in advance of concrete work, paving operations, failed area, and planning work so as to comply with the City's construction notification requirement of 4 days. Cones shall not be used as barricades. "No Parking" signs may be obtained from the City at no cost to the Contractor. The "No Parking" signs shall be updated as necessary. The Contractor shall check and maintain (e.g., re-install missing signs, reposition displaced barricades, etc.) postings on a regular basis prior to start of work.

If traffic is to be detoured over a centerline or detoured in advance of the work, detour plans must be part of the submitted Traffic Control plans and approved by the City prior to starting work. Police, Fire and Public Works Department shall be notified by the contractor at least four calendar days in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. Intersection closure may only occur if the two adjacent intersections remain open, unless otherwise approved by the City. The Contractor shall coordinate his traffic control/diversion plan with the City, a minimum of 3 weeks prior to starting work, to assure that traffic is diverted in a safe and convenient manner.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Truck routes shall be approved by the City prior to start of work.

Truck traffic is not allowed on Marin Avenue within the City of Albany. Personal vehicles of the Contractor's employees shall not be parked within the area of work.

A minimum of one (paved) traffic lane, not less than 12 ft. wide, shall remain open for use by public traffic during construction operations. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic. The Contractor may be allowed to close residential streets if approved in writing in advance by the City. No work that interferes with public traffic shall be performed between 6:00 p.m. and 7:00 a.m.

Start of work shall be no earlier than 7:00 a.m. No work process, including starting, warm up, and delivery of equipment, shall be done outside of work hours. The use of vehicle horns to alert residents to move their vehicles out of the construction zone is not permitted. The Contractor should attempt to locate vehicle owners by knocking on doors.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress, unless specified otherwise.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Contractor, if in the opinion of the City, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the City provides written approval.

The traffic control system shall consist of closing traffic lanes in accordance with the Traffic Control Manual. Signs and other devices for the traffic control system shall conform to the Traffic Control Manual.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder and auxiliary lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City within the limits of the public right-of-way.

Sufficient barricades and flashing lights shall also placed to supplement all traffic signs used to divert and control traffic. Signs and barricades shall be checked periodically every day and replaced or repaired as necessary. Any hazardous conditions shall be immediately eliminated.

The Contractor, at the end of each day, shall provide ADA compliant pedestrian and vehicle crossings at all street intersections. If the project is left open overnight, it shall be graded in such a way that pedestrians and vehicles can safely pass through the project. Temporary concrete, asphalt, or wood ramps shall be installed and maintained at all locations where existing ramps have been temporarily removed.

Cleanliness is extremely important. Dust producing conditions shall be eliminated as soon as they are created.

If Contractor violates any of these provisions, a fine of $1,000 will be assessed for the first violation, $5,000 for the second and $10,000 for the third and further subsequent violations**.**

ACCESS AND EGRESS

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

The Contractor shall endeavor to cooperate with all business owners and residents occupying properties fronting on the streets in the matter of access and egress. **Contractor shall maintain a clear and accessible pedestrian corridor.**

Where a business property has one or more vehicular paths of access, at least one path, not less than 10 feet in width, shall remain open during all business hours, unless accepted by the City.

LANE CLOSURES

No lane closures shall be permitted on the following streets Monday through Friday between 7:00 A.M. – 9:00 A.M. and 4:00 P.M. – 6:00 P.M., and Saturdays between 10:00 A.M. – 2:00 P.M., unless approved in advance by the City, if it can be explained why such closure cannot reasonably be avoided. On Saturdays when UC football games are scheduled all construction-related lane closures along these corridors must be reopened at least 4 hours before the start of the game and remain open for 2 hours after the conclusion of the game.

Major Streets:

- University Avenue
- San Pablo Avenue
- Shattuck Avenue
- Telegraph Avenue
- Sacramento Street
- Martin Luther King Jr. Way
- Ashby Avenue
- College Avenue
- Gilman Avenue
- Adeline Street

Notwithstanding the above, the City reserves the right to review and comment on each individual traffic control plan based on its own merits.

Note: Routine maintenance, inconvenience to construction method or schedule, or adverse impacts on cost of work will generally not be accepted as grounds for exceptions.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5700

TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General Conditions Document 00 7200

B. Supplemental General Conditions Document 00 7201

1.02 SUMMARY

A. This section describes the temporary controls required for the Project site. The Project site shall be maintained by Contractor as set forth in this section unless otherwise added to or superseded by the requirements of Document 00 7200 (General Conditions).

1.03 TEMPORARY CONTROLS

A. Contractor shall obtain permits for, install and maintain in safe condition, whatever scaffolds, equipment, shoring, barricades, walkways, ramps, striping, or other temporary structures which may be required to accomplish the Work. Contractor shall maintain accessible and safe path of travel for pedestrians, cyclists, and motorists using the public ROW adjacent to the job site. Such items shall be adequate for the intended use and shall be installed and maintained in accordance with all applicable National (ADA and PROWAG), State and local codes and regulations.

B. The Contractor shall perform a pre-construction audio/video tape survey and provide supplemental photographic documentation to adequately document the condition of existing improvements. It is the responsibility of the Contractor to adequately document the condition of existing improvements and the Contractor may be held liable for any damage or condition whose pre-existence he/she is unable to document. No additional compensation for such tape survey and still photographs will be allowed.

C. Upon notification of the City, the Contractor shall correct any deficiencies of the temporary controls within 72 hours. The City may request City crews or contract with another contractor to perform the necessary work and repairs if the deficiencies have not been corrected after the 72-hour notification. The Contractor shall pay the cost of the work performed by the City crews or other contractor plus an additional seventy percent (70%) surcharge by deduction from payment due on the contract.

D. The Contractor shall begin cleanup operation at least one hour before the end of each day's work, clean all paved portions of the project and paved streets leading from the project that have dust-producing materials or debris deposited upon them. The work areas shall be swept clean at the end of each day's work and at other times when directed by the City.

1.04 DUST AND DEBRIS CONTROLS

A. The Contractor shall be responsible for controlling dust in the air and rocks, debris, mud or dirt which are scattered as a result of his operations on the job. The Contractor shall be responsible for cleaning all mud, rock, dust, dirt, and debris-producing materials that originate in the project area and are deposited on other public or private property by truck tires, spillages, or by other means. The Contractor shall have suitable and adequate street cleaning equipment on the project site at all times.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. The Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience in order to conserve water during drought situations or mandated rationing required by the Water Utility Company. Whenever flushing of streets or any other work is necessary, the Contractor shall provide filter materials at the catch basin to retain any debris and dirt flowing into the City's drainage system.

C. The cost of the above work, including the providing of barricades, water and other materials, labor, and equipment shall be at the sole cost and expense of the Contractor.

D. The City may determine that an emergency exists when dust, rocks, debris, mud, or dirt are scattered in the public right of way or in the private properties as a result of Contractor's activities and/or deterioration of such conditions due to rain. The emergency conditions may also be declared when traffic or the Contractor's equipment travelling through a job causes dust to fly or rocks, debris, mud, or dirt to be scattered. Similar emergency conditions may be determined by the City's Representative if the storage of materials, tools, or any other equipment related to the project, in the public rights of way, is causing any obstruction or blocks access to the neighboring properties and/or dangerously placed without proper barricades and lights and/or backfill stockpiles or debris washing away into the street gutter and catch basins.

1.05 NOISE CONTROL

A. Equipment which operates with noise levels in excess of 85 decibels measured on the A-weighted scale defined in ANSI S-1.4 at a distance of 100 feet from the equipment is prohibited.

B. All equipment and impact tools shall have mufflers to comply with specified noise control.

C. Use of unusually noisy equipment, such as jackhammers and roto-hammers is prohibited.

D. Exterior construction work is limited to the hours of 8 AM to 5 PM.

E. Cooperate with City if an ongoing construction activity becomes objectionable by its longevity, or by overlapping into an activity started later by the City. It is understood and agreed that both parties shall cooperate so that neither will be unduly inconvenienced by this requirement.

F. Comply by requirements specified in the various sections.

1.06 CLEAN UP

A. The Contractor shall not allow the site of the work to become littered with trash, rubbish, and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. Cleanup, debris and dust control shall be a daily maintenance requirement. The City shall have the right to determine what is or is not trash, rubbish or waste material and the place and manner of disposal.

B. The Contractor shall maintain a neat appearance to the work. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from surfaces to prevent marring or other damage.

C. Broken concrete debris, and unsuitable excavated native soil during construction shall be disposed of concurrently with its removal. If stockpiling is necessary all debris shall be placed in trash bins daily and shall be removed or disposed of weekly. Any waste shall not be buried on the site or disposed of into storm drains, sanitary sewers, streams, or waterways.

D. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

E. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

involved and no additional compensation will be allowed therefore.

F. Sidewalks, street area, parking strips, and driveway approaches must be kept reasonably clean at all times during construction and be completely and carefully cleaned after the work has progressed beyond the immediate vicinity to the satisfaction of the City's Representative. Reasonable cleanup is defined as no dust, rock, or mud on any portion of the public right-of-way or the private properties as a result of the Contractor's work.

1.07 EMERGENCY CLEAN UP WORK

A. In any case in which the Contractor fails to satisfactorily complete the cleanup work described in this section, the City may determine that an emergency exists. In the event an emergency is determined by the City, the Contractor will be notified by the City to correct the violation immediately. The Contractor shall immediately make available manual labor or mechanical equipment capable of handling the cleaning process. During such an emergency, City forces may be called upon to complete the cleanup work, or the City may contract for the cleanup work. All construction work shall be shut down during this cleanup work by the City/contract forces. The City may shut down further construction work until the violations are corrected to the satisfaction of the City. The cost of the work performed by City/Contract forces plus an additional 70% surcharge shall be paid by the Contractor by deduction from payment due him on the contract. No compensation shall be given to the Contractor for stoppage of work.

B. Such action by the City, however, shall not relieve the Contractor of his responsibility for any damages which may occur before, during or after such action has been taken by the City, and shall place no liability upon the City.

1.08 FINAL CLEAN UP

A. Upon completion of the work, and before acceptance and final payment, the Contractor shall clean the project areas and remove all surplus and discarded materials, falsework, rubbish and temporary structures and restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the improvement in a neat and presentable condition throughout the entire length of the improvement under contract to the satisfaction of the City. If the Conditions as noted above are not corrected immediately, the City may declare an emergency and take necessary action in accordance with the Emergency Cleanup Work section of this specification.

1.09 CLEAN UP AND SAFETY

A. If the Contractor stockpiles granular material in the gutter, he must provide a minimum 4" pipe below the stockpile in the gutter to accommodate typical gutter flow. Any lumber or stockpiles on the site, not ready for immediate use, shall be free of nails or torn edges that may cause injury. Any materials stockpiled in the street and any open excavation shall have barricades equipped with operative automatic flashers placed at each end. The Contractor shall maintain a neat appearance at all times. All material removed shall be disposed of off-site in a legal manner.

B. The Contractor must take special precautions to protect the public and City employees from bodily and property damage resulting from the work. Contractor must exercise all necessary precautions to ensure a safe execution of the work.

1.10 CREEK PROTECTION [OPTIONAL]

A. The Contractor shall be responsible for and conduct all aspects of the work within the requirements of BMC Chapter 17.08 – PRESERVATION AND RESTORATION OF NATURAL WATERCOURSES (Creek Ordinance), and any other creek protection requirements by other agencies.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. Portions of Work involving a creek channel may not be permitted between October 15 through April 15 or other dates as may be stipulated in applicable permits.

C. Any work between creek banks shall be conducted to not create conditions, which will allow erosion, and shall be fully restored to at least the same erosion resistant condition as before the Work.

D. Complying with the requirements of creek protection shall include but not be limited to scheduling the Work around any time periods prohibiting work within creek limits, installing erosion control measures and employing appropriate BMPs for controlling erosion, monitoring, updating and modifying BMPs to meet the requirements for changing site conditions to comply with erosion control and creek protection, replanting creek banks to reestablish erosion resistance and bank stability.

1.11 PROJECT SITE MAINTENANCE

A. Water Pollution Control. The intent of these requirements is to enforce federal, state, and other local agencies' regulations that prohibit storm water pollution at construction sites. Storm drains discharge directly to creeks and the Bay without treatment, and discharge of pollutants (i.e., any substance, material, or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

B. The term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes, and the San Francisco Bay.

C. For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of specific practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution. The reference publications are as follows:

1. California Storm Water Best Management Practice Handbook - Industrial/Commercial
2. California Storm Water Best Management Practice Handbook - Construction Activity

These handbooks may be purchased from Blue Print Service (BPS), 1700 Jefferson St, Oakland, CA 94612.

3. Manual of Standards for Erosion and Sediment Control Measures by the Association of Bay Area Governments (ABAG).
4. Heavy Equipment Operation, Fresh Concrete & Mortar Application, Painting & Application of Solvents & Adhesives, Roadwork & Paving Activities, General Construction & Site Supervision, Parking Lots and Finish the Pour Right

These brochures are available at the Engineering Division, 1947 Center Street, 4th Floor, Berkeley, CA 94704.

1.12 STORMWATER POLLUTION CONTROL

A. Stormwater Pollution Control. The intent of these requirements is to comply with federal, state, and other local agencies' regulations that prohibit non-stormwater discharges to storm drain sewer systems, creeks and San Francisco Bay. Storm drain sewers discharge directly to creeks and the Bay without treatment, and discharge of pollutants (any substance, material, or waste other than rainfall derived stormwater) into the storm

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

drain sewer system is strictly prohibited. Further, the Contractor is informed that Federally Endangered species have been identified in creeks within the City Limits. The storm drain sewer system, pollutants, and other relevant information are further defined in Berkeley Municipal Code (BMC) Chapter 17.20 DISCHARGE OF NON-STORMWATER INTO CITY'S STORM DRAIN SYSTEM – REDUCTION OF STORMWATER POLLUTION, and the City's stormwater NPDES (National Pollutant Discharge Elimination System) Permit No. CAS612008. These documents are available upon request.

B. Best Management Practices (BMP) and Source Control. The contractor shall use appropriate BMPs and source control techniques on the site(s) at all times, regardless of time of year or rainfall conditions, in order to prohibit the discharge of non-stormwater discharges into the storm drain sewer system, creeks, and Bay. BMPs shall be in conformance with the California Stormwater Quality Association's "Stormwater Best Management Practice Handbook", current edition.

C. Water Pollution Control Plan (WPCP) and Coordinator. The Contractor shall prepare, submit for favorable review by the City, and implement a WPCP which shall contain at a minimum the items included in this section.

1. The Contractor shall designate an individual (to be approved by the City) available at all times of sufficient authority to halt work and implement BMPs and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent non-stormwater discharges from the construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges.
2. The WPCP shall show the locations of all storm drains, storm drain pipes, creeks, creek culverts, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows.
3. The WPCP shall identify each point of entry and show how each entry point will be protected. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events WHILE STILL PREVENTING non-stormwater discharges from entering the storm drains, creeks, and Bay.
4. The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management.
5. All employees, subcontractors, suppliers, and any others involved with the construction site(s) shall be trained in implementing, the importance of, and purpose of the WPCP.
6. The WPCP shall be updated to meet changing stages of the construction site(s). Work shall not begin without the City completing its review and finding no exceptions taken on the WPCP and finding at City's sole discretion that the WPCP meets the intent and goals of the project.
7. In addition, the Contractor shall observe the following guidelines:
    a. Paving during wet weather:
        i. No paving while it is raining.
        ii. No paving of the top lift of asphalt concrete (AC) on any day that experiences ¼" of rain in a twenty-four period.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

iii. No paving of bottom lift if previous seventy-two (72) hour period experienced more than ½" of rain, unless directed by the City Engineer or his designee.

b. Store materials as required by BMPs.
c. Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc., and while sawcutting, grooving, and grinding, etc.
d. Place drip pans or absorbent materials under equipment when not in use.
e. During wet weather, store paving equipment indoors or cover with tarp or other waterproof covering.
f. Sweep site daily to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
g. Keep ample supplies of drip pans or absorbent materials on-site.
h. If paving involves Portland cement concrete:
   i. Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMP's:
      a. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
      b. Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.
      c. Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system.
   ii. For on-site washout:
      a. Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area.
      b. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
   iii. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
   iv. Dispose of waste water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed.
   v. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.

D. Training. Contractor is responsible for ensuring all personnel, laborers, sub-contractors, suppliers, and any other personnel that are involved with the Work are trained in the importance of preventing non-stormwater discharges. Each worker shall be trained or certified as being trained before being allowed to work. Before any work begins, the Contractor shall submit and certify under penalty of perjury a list of all workers who have been trained on the importance of pollution prevention, BMP and source control operation and maintenance, and recognize the authority of the City to stop the work in the event of a non-stormwater discharge. The training shall include as a minimum, review of the BMP and WPCP, and all BMPs (including BMP operation and maintenance) that are planned for the Work.

E. Enforcement. The City has the authority through this contract and appropriate sections of the BMC to enforce any portions of this section. City enforcement may include but is not limited to: citations, orders to abate, bills for City cleanup costs and administration, civil suits, and criminal charges and enforcement. Enforcement action by the City does not void or suspend any enforcement actions by other agencies, and actions by the City and

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

other agencies shall be cumulative.

F. Submittals and Contract Time. Contractor is cautioned and advised to have appropriately trained staff with any applicable certifications prepare all submittals for Storm Water Pollution Controls including the WPCP, and have appropriately trained staff available to meet with City staff to review the submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal at least by the second submission. The City reserves the right to deduct monies from payments due Contractor to cover additional costs of City's and Architect/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor.

G. Payment. There shall be no separate pay item for complying with the provisions of this section, unless a separate pay item is provided in the bid schedule.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7329

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

A. Contractor shall be responsible for all cutting, fitting, and patching required to complete the work and to:

1. Make its several parts fit together properly,
2. Uncover portions of the work to provide for installation of ill-timed work,
3. Remove and replace defective work,
4. Remove and replace work not conforming to requirements of Contract Documents,
5. Provide routine penetrations of nonstructural surfaces for installation of electrical conduit, plumbing, and ductwork,
6. Remove Samples of installed work as specified for testing.

1.02 SUBMITTALS

A. Submit a written request to the Architect/Engineer two weeks in advance of executing any cutting or alteration that affects the following and is not specifically indicated on the Drawings as part of the Scope of Work:

1. Work of the City or any separate contractor,
2. The structural value or integrity of any element of the completed building,
3. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems,
4. The efficiency, operational life, maintenance, and safety of operational elements,
5. The visual qualities of sight-exposed elements.

B. The request shall include:

1. The necessity for cutting or alteration,
2. The effect on the work of the City or any separate contractor or on the structural or weatherproof integrity of the building,
3. Description of the Proposed Work:
    a. The scope of cutting, patching, alteration, or excavation,
    b. The trades who will execute the work,
    c. The products proposed to be used,
    d. The extent of refinishing to be done.
4. Alternatives to cutting and patching,
5. Cost proposal, when applicable,
6. Written permission of any separate contractor whose work will be affected.

C. Should conditions of the work or the schedule indicate a change of products from the original installation, submit a request for substitution per Section 00 6325 Substitution Request Form.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PART 2 - PRODUCTS

2.01 MATERIALS

A. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, examine the conditions affecting the installation of products or performance of the Work.

C. Report unsatisfactory or questionable conditions to the Project Manager in writing. Do not proceed with the work until the Project Manager has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.

B. Provide devices and methods to protect other portions of the Project from damage.

C. Provide protection from the elements for that portion of the Project that may be exposed by cutting and patching work.

3.03 PERFORMANCE

A. Execute cutting and demolition by methods that will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

B. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

C. All plumbing, mechanical, and electrical system elements shall be concealed, unless indicated otherwise.

D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish the entire unit.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7413

PROJECT CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. Maintain Project Site, surrounding areas and public properties free from accumulations of waste, debris, and rubbish, caused by operations.

B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave Project Site clean and ready for occupancy.

1.02 GENERAL

A. Conduct cleaning and disposal operation in accord with legal requirements.

1. Do not burn or bury rubbish and waste materials on Project Site.
2. Do not dispose of volatile wastes in storm or sanitary drains.

B. Hazards control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

   Note: Care shall be taken that discharge of volatile or noxious exhaust shall be shielded from air intakes of hospital mechanical systems.

1.03 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1.04 DUST CONTROL

A. Clean interior spaces prior to start of finish painting, and continue cleaning as required until painting is completed.

1.05 DURING CONSTRUCTION

A. Execute cleaning daily to ensure Project Site, City's premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to control dust.

C. At reasonable intervals during progress of Work, clean Project Site and public properties, and dispose of waste materials, debris and rubbish.

D. Provide on Project Site dump containers for collection of waste materials, debris and rubbish. Hospital waste containers shall not be used for construction waste.

E. Remove waste materials, debris and rubbish from City's premises and legally dispose of off City's property.

F. Vacuum clean interior areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

occupancy.

G. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials.

H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

1.06 FINAL CLEANING

A. Employ experienced workers, or professional cleaners for final cleaning.

B. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of accessible concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to shine finish.

D. Repair, patch and touch up marred surfaces to specified finish, and to match adjacent surfaces.

E. Broom clean paved surfaces.

F. Keep Project clean until it is occupied by the City.

G. Clean equipment and fixtures to a sanitary condition.

H. Clean or replace, if required, filters of operating equipment.

I. Clean Debris from roofs, gutters, downspouts and drainage systems.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Salvaging and recycling nonhazardous demolition and construction waste.
2. Disposing of nonhazardous demolition and construction waste.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.

1.03 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS

A. General: Develop waste management plan that results in end-of-Project rates for a minimum salvage/recycling percent by weight of total waste generated by the Work, as required by the Berkeley Municipal Code 19.37 Berkeley Green Code.

B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

1. Demolition Waste:

a. Asphaltic concrete paving.
b. Concrete.
c. Concrete reinforcing steel.
d. Brick.
e. Concrete masonry units.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

f. Wood studs.
g. Wood joists.
h. Plywood and oriented strand board.
i. Wood paneling.
j. Wood trim.
k. Structural and miscellaneous steel.
l. Rough hardware.
m. Roofing.
n. Insulation.
o. Doors and frames.
p. Door hardware.
q. Windows.
r. Glazing.
s. Metal studs.
t. Gypsum board.
u. Acoustical tile and panels.
v. Carpet.
w. Carpet pad.
x. Demountable partitions.
y. Equipment.
z. Cabinets.
aa. Plumbing fixtures.
bb. Piping.
cc. Supports and hangers.
dd. Valves.
ee. Sprinklers.
ff. Mechanical equipment.
gg. Refrigerants.
hh. Electrical conduit.
ii. Copper wiring.
jj. Lighting fixtures.
kk. Lamps.
ll. Ballasts.
mm. Electrical devices.
nn. Switchgear and panelboards.
oo. Transformers.

2. Construction Waste:

a. Site-clearing waste.
b. Masonry and CMU.
c. Lumber.
d. Wood sheet materials.
e. Wood trim.
f. Metals.
g. Roofing.
h. Insulation.
i. Carpet and pad.
j. Gypsum board.
k. Piping.
l. Electrical conduit.
m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
    1. Paper.
    2. Cardboard.
    3. Boxes.
    4. Plastic sheet and film.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

5. Polystyrene packaging.
6. Wood crates.
7. Plastic pails.

1.05 SUBMITTALS

A. Waste Management Plan: Submit plan within **7** days of date established for the Notice to Proceed. The City uses Green Halo Tracking. Contractor shall be responsible for tracking construction waste through Green Halo at www.berkeley.wastetracking.com .

B. See Evaluations for example of Waste Reduction Progress Reports in paragraph below.

C. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit a copy of Green Halo reporting. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons
4. Quantity of waste salvaged, both estimated and actual in tons
5. Quantity of waste recycled, both estimated and actual in tons
6. Total quantity of waste recovered (salvaged plus recycled) in tons
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

D. Waste Reduction Calculations: Before request for Substantial Completion, submit **3** copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

E. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

F. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

G. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.06 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Green Building Professional. Waste management coordinator may also serve as Green Building coordinator.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.07 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged,

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Construction Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to all relevant sub-contractor within 3 days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section "Temporary Facilities and Temporary Controls" for controlling dust and dirt, environmental protection, and noise control.

3.02 SALVAGING DEMOLITION WASTE

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

C. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.03 **RECYCLING** DEMOLITION AND CONSTRUCTION **WASTE, GENERAL**

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following

The City of Berkeley Transfer Station

1201 Second Streets, Berkeley, CA

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
   a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.04 **RECYCLING DEMOLITION WASTE**

A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Clean and stack undamaged, whole masonry units on wood pallets.

D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

1. Treated Wood Waste: Treated wood waste is required to be managed, stored, transported, and disposed of as hazardous waste per California State regulations. Treated wood waste is required to be transported and disposed of at a Class I hazardous waste landfill by a Hazardous Waste contractor.

E. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.

2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

F. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

G. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

H. Plumbing Fixtures: Separate by type and size.

I. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

J. Lighting Fixtures: Separate lamps by type and protect from breakage.

K. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

L. Conduit: Reduce conduit to straight lengths and store by type and size.

3.05 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3. Treated Wood Waste: Treated wood waste is required to be managed, stored, transported, and disposed of as hazardous waste per California State regulations. Treated wood waste is required to be transported and disposed of at a Class I hazardous waste landfill by a Hazardous Waste contractor.

D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.06 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

1. Project cleaning.
2. Testing of equipment and systems
3. Substantial Completion
4. Final Completion
5. Close Out
6. Warranties

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.

1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by City, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Demonstrate that such equipment and systems conform to contract standards and manufacturer’s guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer’s recommendations and industry standards.

C. Procedure for Substantial Completion

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City, with list of items remaining to be completed or corrected and explanation of why such items do not prevent City’s beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, City will inspect to determine status of completion.
2. Should City determine that Work is not Substantially Complete, City will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. City will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
3. When City concurs that Work is Substantially Complete, City will issue a written notice or certificate of Substantial Completion, accompanied by Contractor’s list of items to be completed or corrected as verified by City.
4. Manufactured units, equipment and systems that require startup must have been

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

started up and before a notice or certificate of Substantial Completion will be issued.

5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse City for costs associated with these visits.

1.03 FINAL COMPLETION

A. Requirements

1. Final Completion occurs when Work meets requirements for City's Final Acceptance.

B. Procedure

1. When Contractor considers Work is Finally Complete, submit written certification that:
   a. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
   b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City, and are operative.
   c. Project Record Documents are completed and turned over to City, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should City determine that Work is incomplete or Defective, City promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the City when it is ready for reinspection.

C. Final Adjustments of Accounts:

1. Submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with City's permission during construction, submit within 14 calendar days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 calendar days after acceptance, listing date of acceptance as start of warranty period.
3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
    a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
    b. Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City.

E. Warranty of Title:

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

F. Turn-In. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to City.

G. Release of Claims. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and City.

H. Fire Inspection Coordination. Coordinate fire inspection and secure sufficient notice to City to permit convenient scheduling (if applicable).

I. Building Inspection Coordination. Coordinate with City a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7800

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

A. This section specifies administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:

1. Marked-up copies of Contract Drawings
2. Marked-up copies of Shop Drawings
3. Newly prepared Drawings
4. Marked-up copies of Specifications, Addenda and Change Orders
5. Marked-up Project Data submittals
6. Record Samples
7. Field records for variable and concealed conditions
8. Record information on Work that is recorded only schematically

C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 1 through 33.

D. General Project closeout requirements are included in Section 01 7700, "Contract Closeout."

E. Maintenance of Documents and Samples:

1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
2. Do not permit Project Record Documents to be used for construction purposes.
3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
4. Make documents and samples available at all times for inspection by Architect and Project Manager.

F. City will provide one set of sepias and one blueline set of the construction drawings and one project manual for the Contractor's use and copying during construction.

1.02 PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Document purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2 in. high printed letters. Keep record documents current. Note: A reference by number to a Change Order, RFI, RFQ, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings
b. Revisions to details shown on the Drawings
c. Depths of various elements of foundation in relation to main floor level or survey datum.
d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
f. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
g. Provide actual numbering of each electrical circuit.
h. Field changes of dimension and detail.
i. Revisions to routing of piping and conduits
j. Revisions to electrical circuitry
k. Actual equipment locations
l. Duct size and routing
m. Changes made by Change Order
n. Details not on original Contract Drawings

2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

3. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

4. Mark important additional information which was either shown schematically or omitted from original Drawings.

5. Note construction change directive numbers; alternate numbers; Change Order numbers and similar identification.

6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.

a. Accurately record information in an understandable and legible drawing technique.
b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

B. Preparation of Transparencies: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with the Project Manager**]**. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.

2. Refer instances of uncertainty to the Project Manager for resolution.

3. Review of Transparencies: Before copying and distributing, submit corrected

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

transparencies and the original marked-up prints to the Project Manager and Architect/Engineer for review.

a. Transparencies and the original marked-up prints will be returned to the Contractor for organizing into sets, printing, binding, and final submittal.

4. Copies and Distribution: After completing the preparation of transparency Project Record Drawings, print three blue-line or black-line prints of each Drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.

a. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
b. Organize Project Record Drawings transparencies into sets matching the print sets. Place these sets in durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.

C. Distribution of Marked up Drawings and Transparencies

1. Submit the marked-up Project Record Drawings set, pdfs, transparencies, and five copy sets to the Project Manager for City's records.

D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 26, 32, and 33.

1. Divisions 26 through 33 of the specifications require the preparation of large scale, detailed Layout Drawings of the work of those divisions. These Layout Drawings are not shop drawings as defined by the General Conditions, but together with shop drawing or Layout Drawings of all other affected sections are used check, coordinate and integrate the work of the various sections

2. Include these Layout Drawings as part of the As Built Documents.

F. Delete Architect/Engineer title block and seal from documents.

G. As-Built Documents are subject to review and acceptance by the City and Architect/Engineer.

H. Submit documents to Project Manager with final Application for payment.

1.03 PROJECT RECORD SPECIFICATIONS

A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

1. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, change order work, and information on concealed installation that would be difficult to identify or measure and record later.

a. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
b. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

c. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

2. Upon completion of mark-up, submit Project Record Specifications to the Project Manager for City's records.

1.04 PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to the Project Manager for City's records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. Each prime Contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

B. Material, Equipment and Finish Data

1. Provide data for primary materials, equipment and finishes as required under each specification section.

2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

a. Trade names.
b. Model or type numbers.
c. Assembly diagrams.
d. Operating instructions.
e. Cleaning instructions.
f. Maintenance instructions.
g. Recommended spare parts.
h. Product data.

1.05 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Project Manager for City's records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 RECORDING

A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. City may review Project Record Documents prior to each progress payment to see that the required information is being properly and faithfully recorded to assure compliance with this requirement. If Contractor has not complied with this requirement, the progress payment will be withheld until the Record Documents have been brought up to date.

3.02 SUBMITTAL

A. At completion of Project, deliver Record Documents to Project Manager.

B. Accompany submittal with transmittal letter containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Number and title of each record documents
5. Certification that each document as submitted is complete and accurate, and signature of Contractor, or his authorized representative.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 02 40 00 - DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for the demolition and removal of pavement sections, sidewalks, curbs and gutters, trees, and utilities as indicated.

B. Extent of demolition work shall be as follows: Removal and disposition of existing pavement sections, curbs and gutters, sidewalks, trees, utilities, and site improvements which interfere with construction

C. Restoration and adjustment of existing structures and facilities to remain in place which are damaged by demolition and removal operations.

1.02 RELATED SECTIONS

A. Section 01 50 00 - Temporary Facilities and Controls

1.03 REFERENCES

A. American National Standards Institute (ANSI)
ANSI A10.6 Safety Requirements for Demolition Operations

B. California Code of Regulations (CCR)

CCR Title 8, Chapter 4, Subchapter 4 – Construction Safety Orders
CCR Title 24, Part 2, California Building Code, Chapter 33, Section 3303, Protection of Pedestrians during Construction or Demolition

1.04 PERMITS

A. Obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.

1.05 SUBMITTALS

A. Demolition Plan

1. Submit a comprehensive demolition plan, describing the proposed sequence, methods, and equipment for demolition, removal, and disposal of structure(s); include salvage if required. Do not proceed with demolition until the designated approval authority has approved the demolition plan.

B. Permits

1. City of Berkeley Encroachment permit. Contractor shall obtain an encroachment permit for all work within the public right-of-way, as indicated.

2. Contractor shall submit copies of demolition, hauling, and debris disposal permits and notices for record purposes. Include description of proposed haul routes.

1.06 SITE CONDITIONS

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

A. Erect and maintain temporary bracing, shoring, lights, barricades, signs, and other measures as necessary to protect the public, workers, and adjoining property from damage from demolition work, all in accordance with applicable codes and regulations.

B. Open depressions and excavations occurring as part of this work shall be barricaded and posted with warning lights when accessible through adjacent property or through public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.

C. Protect utilities, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.

D. Protection of Utilities: Protect active sewer, water, gas, electric, and other utilities; and drainage and irrigation lines indicated or, when not indicated, found or otherwise made known to the Contractor before or during demolition work.

E. Maintain existing utilities and protect from damage as necessary to satisfy the requirements of jurisdictional utility companies and related codes and regulations.

F. Make arrangements with affected utility companies and Owners to provide the information and services necessary to coordinate and complete the Work.

G. Do not disconnect or shut down any part of the existing utilities and services, except by permission of authorities having jurisdiction. Submit schedule of estimated shut-down time in order to obtain such permission, and notify all interested parties, utilities, and municipal and county authorities, as required.

H. Utilities to be removed shall not be removed until shut-down time can be kept to a minimum. Do not remove an existing utility line or service until the replacement line, crossover, or capping is ready to be performed.

I. Notify the Engineer and utility owners 72 hours before performing any excavation work. Notify affected utilities by calling Underground Service Alert (USA) at 1-800-227-2600. Contact utility owners not covered by USA, by calling the affected utility owners directly.

J. Protect active underground utilities from damage. If underground utilities are damaged in any way, notify the Engineer and affected utilities immediately for corrective action.

K. Noise and Dust Abatement: Comply with requirements specified in Section 01 50 00 - Temporary Facilities and Controls. In addition, provide continuous noise and dust abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisance.

L. The Contract Drawings and related documents may not represent all surface conditions at the site and adjoining areas. The known surface conditions are as indicated, and shall be compared with actual conditions before commencement of work.

M. Existing utilities and drainage systems below grade are located from existing documents and from surface facilities such as manholes, valve boxes, area drains, and other such surface fixtures.

N. If existing active services encountered are not indicated or otherwise made known to the Contractor and interfere with the permanent facilities under construction, notify the Engineer in writing, requesting instructions on their disposition. Take immediate steps to ensure that the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

service provided is not interrupted, and do not proceed with the work until written instructions are received from the Engineer.

O. Thicknesses of existing pavements are unknown. Remove pavement of whatever thickness as required.

P. Remove Tree (Grind Roots). Contractor shall remove and dispose of trees and other plant material where shown on Contract Plans and as directed by the Engineer. Tree removal shall include the removal of any roots or trunks in conflict with the work to a depth of fifteen (15) inches below existing grade, or as directed by the Engineer. All resulting tree, shrub, and other excavation material shall be disposed of outside the street right-of-way as required in Section 7-1.13 of the Standard Specifications.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FACILITIES

A. Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal work.

PART 3 EXECUTION

3.01 PRESERVATION OF REFERENCE MARKERS

A. Record the locations and designation of survey markers and monuments prior to their removal. Provide three reference points for each survey marker and monument removed, established by a licensed civil engineer or land surveyor currently registered in the State of California.

B. Store removed markers and monuments during demolition work, and replace them upon completion of the work. Re-establish survey markers and monuments in conformance with the recorded reference points. Forward to the Engineer a letter verifying re-establishment of survey markers and monuments, signed by a licensed civil engineer or land surveyor currently registered in the State of California.

3.02 DEMOLITION

A. Perform demolition in accordance with the approved Demolition Plan.

B. Operational procedures shall be in accordance with the approved Demolition Plan.

C. Demolish concrete and masonry in small sections. Perform demolition with small tools as much as possible. Blasting will not be permitted.

D. Cap and plug pipe and other conduits abandoned due to demolition, with approved type caps and plugs as required by the utility owners.

E. Backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements of Section 31 20 00 - Earth Moving.

3.03 RESTORATION OF EXISTING STRUCTURES AND FACILITIES

A. All damage to existing structures and facilities, including utilities, which are to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of demolition and

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

removal operations. The cost of repairing existing structures and facilities damaged by the Contractor's operations shall be at the Contractor's expense.

3.04 CLEANUP

A. Provide a clean and orderly site. Restore surrounding area to match existing.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 260000 - ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. ELECTRICAL SYSTEMS REQUIRED FOR THIS WORK INCLUDES LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE INSTALLATION OF ELECTRICAL WORK SHOWN ON DRAWINGS, SPECIFIED HEREIN OR REQUIRED FOR A COMPLETE OPERABLE FACILITY AND NOT SPECIFICALLY DESCRIBED IN OTHER SECTIONS OF THESE SPECIFICATIONS. AMONG THE ITEMS REQUIRED ARE:
   1. WIRING AND POWER CONNECTIONS
   2. OTHER ACCESSORY ITEMS

B. FEES:
   1. PAY FEES LEVIED BY SERVING ELECTRIC UTILITY TO PROVIDE SERVICE TO THIS PROJECT.
   2. OBTAIN FEES FROM SERVING ELECTRIC UTILITY PRIOR TO SUBMITTING A BID.
   3. OBTAIN AND PAY FOR ELECTRICAL PERMITS, PLAN REVIEW, AND INSPECTIONS FROM LOCAL AUTHORITY HAVING JURISDICTION (AHJ).

1.2 DEFINITIONS

A. FOLLOWING IS A LIST OF ABBREVIATIONS GENERALLY USED IN THIS DIVISION:

1.	ADA	AMERICANS WITH DISABILITIES ACT.
2.	AHJ	AUTHORITY HAVING JURISDICTION.
3.	CBC	CALIFORNIA BUILDING CODE.
4.	CEC	CALIFORNIA ELECTRICAL CODE.
5.	CFC	CALIFORNIA FIRE CODE.
6.	IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS.
7.	LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
8.	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION.
9.	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION.
10.	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
11.	UL	UNDERWRITERS LABORATORIES INC.

B. PROVIDE: TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE.

C. FURNISH: SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNPACKING, ASSEMBLY AND INSTALLATION.

D. INSTALL: INCLUDES UNLOADING, UNPACKING, ASSEMBLING, ERECTING, INSTALLATION, APPLYING, FINISHING, PROTECTING, CLEANING AND SIMILAR OPERATIONS AT THE PROJECT SITE AS REQUIRED TO COMPLETE ITEMS OF WORK FURNISHED BY OTHERS.

1.3 SUBMITTALS

A. OPERATION AND MAINTENANCE DOCUMENTATION: PROVIDE COPIES OF CERTIFICATES OF CODE AUTHORITY ACCEPTANCE, TEST DATA, PRODUCT DATA, GUARANTEES, WARRANTIES, AND THE LIKE.

B. SUBMITTALS/SHOP DRAWINGS: PROVIDE PRODUCT SUBMITTALS AND SHOP DRAWINGS WHICH INCLUDE PHYSICAL CHARACTERISTICS, ELECTRICAL CHARACTERISTICS, DEVICE LAYOUT PLANS, WIRING DIAGRAMS, AND THE LIKE. PROVIDE PRODUCT SUBMITTALS AND SHOP DRAWINGS IN ELECTRONIC FORMAT. ELECTRONIC FORMAT MUST BE SUBMITTED VIA EMAIL OR FTP SITE. FOR ELECTRONIC FORMAT, PROVIDE ONE ZIP FILE PER SPECIFICATION DIVISION CONTAINING A SEPARATE FILE FOR EACH SPECIFICATIONS SECTION. INDIVIDUAL SUBMITTALS SENT PIECEMEAL IN A PER SPECIFICATION SECTION METHOD WILL BE RETURNED WITHOUT REVIEW OR COMMENT. COPY ARCHITECT ON ALL SUBMISSIONS.
   1. IDENTIFY EACH SUBMITTAL AND SHOP DRAWING IN DETAIL. NOTE WHAT DIFFERENCES, IF ANY, EXIST BETWEEN THE SUBMITTED ITEM AND THE SPECIFIED ITEM. FAILURE TO IDENTIFY THE DIFFERENCES WILL BE CONSIDERED CAUSE FOR DISAPPROVAL. IF

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

DIFFERENCES ARE NOT IDENTIFIED AND/OR NOT DISCOVERED DURING THE SUBMITTAL REVIEW PROCESS, CONTRACTOR REMAINS RESPONSIBLE FOR PROVIDING EQUIPMENT AND MATERIALS THAT MEET THE SPECIFICATIONS AND DRAWINGS.

2. PROVIDE CABLE INSULATION TEST REPORTS IN PROJECT CLOSEOUT DOCUMENTATION.
3. MAXIMUM OF TWO REVIEWS OF COMPLETE SUBMITTAL PACKAGE. ARRANGE FOR ADDITIONAL REVIEWS AND/OR EARLY REVIEW OF LONG-LEAD ITEMS; BEAR COSTS OF THESE ADDITIONAL REVIEWS AT ENGINEER'S HOURLY RATES. INCOMPLETE SUBMITTAL PACKAGES/SUBMITTALS WILL BE RETURNED TO CONTRACTOR WITHOUT REVIEW.

C. RECORD DRAWINGS: SHOW CHANGES AND DEVIATIONS FROM THE DRAWINGS. INCLUDE WRITTEN ADDENDUM AND CHANGE ORDER ITEMS. MAKE CHANGES TO DRAWINGS IN ELECTRONIC FORMAT. OBTAIN ELECTRONIC COPY FROM ARCHITECT, USE THE SAME VERSION OF AUTOCAD TO PREPARE RECORD DRAWINGS AS WAS USED BY THE ENGINEER. PROVIDE ELECTRONIC COPY AND HARD COPY TO ENGINEER FOR REVIEW.

1.4 QUALITY ASSURANCE

A. CONFORM TO THE LATEST ADOPTED VERSION OF THE CALIFORNIA ELECTRIC CODE (CEC) WITH LOCAL AMENDMENTS.

B. FURNISH PRODUCTS LISTED BY UNDERWRITERS LABORATORIES INC. (UL) OR OTHER TESTING FIRM ACCEPTABLE TO AHJ.

C. ELECTRICAL SYSTEMS AND EQUIPMENT SUPPORT REQUIREMENTS:
1. MANUFACTURERS REGULARLY ENGAGED IN THE MANUFACTURE OF BOLTED METAL FRAMING SUPPORT SYSTEMS, WHOSE PRODUCTS HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR NOT LESS THAN 10 YEARS.
2. ENGINEERING RESPONSIBILITY: DESIGN AND PREPARATION OF SHOP DRAWINGS AND CALCULATIONS FOR EQUIPMENT AND SEISMIC RESTRAINT BY A QUALIFIED STRUCTURAL PROFESSIONAL ENGINEER.

1.5 SEQUENCING AND SCHEDULING

A. FOR THE PROPER EXECUTION OF THE WORK, COOPERATE WITH OTHER CRAFTS AND CONTRACTS AS NEEDED.

B. TO AVOID INSTALLATION CONFLICTS, THOROUGHLY EXAMINE THE COMPLETE SET OF CONTRACT DOCUMENTS. RESOLVE CONFLICTS PRIOR TO INSTALLATION.

C. PRIOR TO INSTALLATION OF FEEDERS TO EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS, EXAMINE THE MANUFACTURER'S SHOP DRAWINGS, WIRING DIAGRAMS, PRODUCT DATA, AND INSTALLATION INSTRUCTIONS. VERIFY THAT THE ELECTRICAL CHARACTERISTICS DETAILED IN THE CONTRACT DOCUMENTS ARE CONSISTENT WITH THE ELECTRICAL CHARACTERISTICS OF THE ACTUAL EQUIPMENT BEING INSTALLED.

1.6 WARRANTY

A. GUARANTEE ELECTRICAL WORK AGAINST FAULTY MATERIAL OR WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL COMPLETION BY THE OWNER.

PART 2 - PRODUCTS

2.1 MATERIALS

A. BASE CONTRACT UPON FURNISHING MATERIALS AS SPECIFIED. MATERIALS, AND EQUIPMENT USED FOR CONSTRUCTION ARE TO BE NEW, LATEST PRODUCTS AS LISTED IN MANUFACTURER'S PRINTED CATALOG DATA AND ARE TO BE UL APPROVED OR HAVE ADEQUATE APPROVAL OR BE ACCEPTABLE BY STATE, COUNTY, AND CITY AUTHORITIES. EQUIPMENT SUPPLIER IS RESPONSIBLE FOR OBTAINING STATE, COUNTY, AND CITY ACCEPTANCE ON EQUIPMENT NOT UL APPROVED OR NOT LISTED FOR INSTALLATION.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

B. INCLUDE SPECIAL FEATURES, FINISHES, ACCESSORIES, AND OTHER REQUIREMENTS AS DESCRIBED IN THE CONTRACT DOCUMENTS REGARDLESS OF THE ITEM'S LISTED CATALOG NUMBER.

C. PROVIDE INCIDENTALS NOT SPECIFICALLY MENTIONED HEREIN OR NOTED ON DRAWINGS, BUT NEEDED TO COMPLETE THE SYSTEM OR SYSTEMS, IN A SAFE AND SATISFACTORY WORKING CONDITION.

D. FIRESTOPPING FOAM SEALANT: FOAM SEALANT FOR USE AROUND CONDUIT PENETRATIONS TO PREVENT PASSAGE OF SMOKE, FIRE, TOXIC GAS OR WATER. MAINTAIN SEAL BEFORE, DURING AND AFTER FIRE. IN AND AROUND CONDUIT FOR THERMAL BREAK AT PENETRATION OF BARRIER BETWEEN HEATED AND UNHEATED SPACES. HILTI, 3M, CHASE TECHNOLOGY CORPORATION CTC PR-855, FIRE FOAM, THOMAS & BETTS, OR APPROVED EQUIVALENT.

2.2 RACEWAYS

A. RIGID METAL CONDUIT (RMC): HOT-DIP GALVANIZED AFTER THREAD CUTTING, IN CONFORMANCE WITH UL 6, ANSI C80.1. FITTINGS: NEMA FB2.10. MANUFACTURERS: ALLIED TUBE & CONDUIT, BECK MANUFACTURING INC, PICOMA, WHEATLAND TUBE COMPANY, OR APPROVED EQUIVALENT.

B. ELECTRICAL METALLIC TUBING (EMT): STEEL GALVANIZED TUBING, IN CONFORMANCE WITH UL 797, ANSI C80.3. FITTINGS: NEMA FB1, STEEL, COMPRESSION TYPE. MANUFACTURERS: ALLIED TUBE & CONDUIT, BECK MANUFACTURING WL, PICOMA, WHEATLAND TUBE COMPANY, OR APPROVED EQUIVALENT.

C. ELECTRICAL POLYVINYL CHLORIDE (PVC): SCHEDULE 40 PVC OR SCHEDULE 80 PVC. MANUFACTURED IN CONFORMANCE WITH UL 651, NEMA TC 2. FITTINGS: NEMA TC 3. MANUFACTURERS: AFC CABLE SYSTEMS INC., ELECTRI-FLEX COMPANY, INTERNATIONAL METAL HOSE, JM EAGLE, OR APPROVED EQUIVALENT.

D. CONDUIT FITTINGS:
   1. BUSHINGS:
      a. INSULATED TYPE FOR THREADED RACEWAY CONNECTORS WITHOUT FACTORY-INSTALLED PLASTIC THROAT CONDUCTOR PROTECTION. INSULATED GROUNDING TYPE FOR THREADED RACEWAY CONNECTORS. MANUFACTURERS: THOMAS & BETTS 1222 SERIES, O-Z GEDNEY B SERIES, OR APPROVED EQUIVALENT.
   2. RACEWAY CONNECTORS AND COUPLINGS:
      a. STEEL CONNECTORS, COUPLINGS, AND CONDUIT BODIES, HOT-DIP GALVANIZED.
      b. CONNECTOR LOCKNUTS TO BE STEEL, WITH THREADS MEETING ASTM TOLERANCES. LOCKNUTS TO BE HOT-DIP GALVANIZED.
      c. STEEL GLAND, TOMIC OR BREAGLE CONNECTORS AND COUPLINGS ARE RECOGNIZED FOR THIS CONTRACT AS HAVING ACCEPTABLE RACEWAY TO FITTING ELECTRICAL CONDUCTANCE.

2.3 ELECTRICAL POWER CONDUCTORS AND CABLES

A. WIRES AND CABLES
   1. COPPER, SOFT-DRAWN WITH CONDUCTIVITY OF NOT LESS THAN 98 PERCENT IACS AT 20 DEGREES C (68 DEGREES F). 600 VOLT RATED THROUGHOUT. CONDUCTORS 12 AWG AND 10 AWG, SOLID. CONDUCTORS 8 AWG AND LARGER, STRANDED. 12 AWG MINIMUM CONDUCTOR SIZE. MINIMUM INSULATION RATING OF 90 DEGREES C. INSULATION TYPE: THHN/THWN-2 ABOVE GRADE AND XHHW-2 BELOW GRADE. MANUFACTURERS: GENERAL CABLE, OKONITE, SOUTHWIRE, ENCORE WIRE OR APPROVED EQUIVALENT.
   2. PHASE COLOR TO BE CONSISTENT AT FEEDER TERMINATIONS; A-B-C, TOP TO BOTTOM, LEFT TO RIGHT, FRONT TO BACK.

B. LUGS AND PADS
   1. AMPACITY: CROSS-SECTIONAL AREA OF PAD FOR MULTIPLE CONDUCTOR TERMINATIONS TO MATCH AMPERE RATING OF PANELBOARD BUS OR EQUIPMENT LINE TERMINALS.
   2. COPPER PADS: DRILLED AND TAPPED FOR MULTIPLE CONDUCTOR TERMINALS.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

3. LUGS: COMPRESSION TYPE FOR USE WITH STRANDED BRANCH CIRCUIT OR CONTROL CONDUCTORS; MECHANICAL TYPE FOR USE WITH SOLID BRANCH AND FEEDER CIRCUIT CONDUCTORS. MANUFACTURERS: ANDERSON, ILSCO, PANDUIT, THOMAS & BETTS, 3M, OR APPROVED EQUIVALENT.

2.4 BOXES

A. PULL AND JUNCTION BOXES

B. IN-GROUND CAST METAL BOX: NEMA 250, TYPE 6, OUTSIDE FLANGED, RECESSED COVER BOX FOR FLUSH MOUNTING:
1. CONSTRUCTION: GALVANIZED CAST IRON.
2. HEAVY DUTY TRAFFIC RATED WITH NON-SKID COVER.
3. COVER: SMOOTH COVER WITH NEOPRENE GASKET AND STAINLESS STEEL COVER SCREWS.
4. COVER LEGEND: ELECTRIC.

2.5 GROUNDING MATERIALS

A. GROUNDING CONNECTORS: HYDRAULIC COMPRESSION TOOL APPLIED CONNECTORS OR EXOTHERMIC WELDING PROCESS CONNECTORS OR POWDER ACTUATED COMPRESSION TOOL APPLIED CONNECTORS. MANUFACTURERS: BURNDY HYGROUND COMPRESSION SYSTEM, ERICO/CADWELD, AMP AMPACT GROUNDING SYSTEM OR APPROVED EQUIVALENT.

B. EQUIPMENT GROUNDING CONDUCTOR: GREEN INSULATED, INSULATION TYPE TO MATCH THAT OF ASSOCIATED FEEDER OR BRANCH CIRCUIT WIRING, SIZE AS INDICATED ON DRAWINGS.

2.6 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS AND EQUIPMENT

A. ANCHORS, THREADED ROD AND FASTENERS:
1. CONCRETE INSERTS: CAST IN CONCRETE FOR SUPPORT FASTENERS FOR LOADS UP TO 800 LBS.
2. BOLTS: LOW CARBON STEEL EXTERNALLY AND INTERNALLY THREADED FASTENERS CONFORMING WITH REQUIREMENTS OF ASTM A307; INCLUDE NECESSARY NUTS AND PLAIN HARDENED WASHERS. FOR STRUCTURAL STEEL ELEMENTS SUPPORTING MECHANICAL MATERIAL OR EQUIPMENT FROM BUILDING STRUCTURAL MEMBERS OR CONNECTION THERETO, USE FASTENERS CONFORMING TO ASTM A325.
3. MISCELLANEOUS MATERIALS: PROVIDE INCIDENTAL ACCESSORY MATERIALS, TOOLS, METHODS, AND EQUIPMENT REQUIRED FOR FABRICATION.

B. WHERE CONDITIONS ARE NOT COVERED BY DETAILS ON THE DRAWINGS OR BY OPM-APPROVED MANUFACTURER, OR WHERE EQUIPMENT IS BEING FURNISHED WITH DIFFERENT WEIGHTS AND/OR DIMENSIONS FROM THOSE ON DRAWINGS, SUBMIT DETAILS AND CALCULATIONS FOR REVIEW BY ARCHITECT AND SEOR.

C. COPY OF PRE-APPROVAL DOCUMENTS SHALL BE MADE AVAILABLE AT JOB SITE PRIOR TO STARTING THE INSTALLATION.

D. UNDERGROUND WARNING TAPE: 6-INCH WIDE INERT POLYETHYLENE PLASTIC TAPE, 4-MIL THICK, DETECTABLE TYPE, COLORED PER APWA RECOMMENDATIONS UNLESS OTHERWISE NOTED WITH SUITABLE WARNING LEGEND DESCRIBING BURIED ELECTRICAL LINES. MANUFACTURER: ALLEN SYSTEMS, BRADY, OR APPROVED EQUIVALENT.

2.7 OVERCURRENT PROTECTIVE DEVICES

A. MOLDED CASE CIRCUIT BREAKERS:
1. THREE-POLE BOLT ON, SINGLE HANDLE COMMON TRIP, 600VAC OR 250VAC AS INDICATED ON DRAWINGS.
2. OVERCENTER TOGGLE-TYPE MECHANISM, QUICK-MAKE, QUICK-BREAK ACTION. TRIP INDICATION IS BY HANDLE POSITION. PROVIDE HANDLE MECHANISMS THAT ARE LOCKABLE IN THE OPEN (OFF) POSITION.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

3. CALIBRATE FOR OPERATION IN 40 DEGREES C AMBIENT TEMPERATURE.
4. 15 TO 150 AMP BREAKERS: PERMANENT TRIP UNIT CONTAINING INDIVIDUAL THERMAL AND MAGNETIC TRIP ELEMENTS IN EACH POLE.
5. MANUFACTURERS: EATON ELECTRICAL, IS THE EXISTING DISTRIBUTION PANEL MANUFACTURER.

2.8 ELECTRICAL IDENTIFICATION

A. EQUIPMENT NAMEPLATES:
1. ENGRAVED PHENOLIC PLASTIC, LAMINATE, MINIMUM 1/16-INCH THICK IN THE SIZE INDICATED, WITH BEVELED EDGE BORDER MATCHING LETTER COLOR. FEDERAL SPECIFICATION LP-387A. ALL UPPER CASE LETTERS IN ENGRAVER STANDARD LETTER STYLE OF THE SIZE AND WORDING INDICATED. PUNCHED FOR MECHANICAL FASTENING, EXCEPT WHERE ADHESIVE MOUNTING IS NECESSARY DUE TO SUBSTRATE. EMBOSSED TAPE STYLE LABELS ARE NOT ACCEPTABLE.
2. COLOR:
   a. NORMAL (UTILITY): WHITE LETTERS ON BLACK BACKGROUND.
3. LETTER SIZE:
   a. USE 1/2-INCH LETTERS MINIMUM FOR IDENTIFYING BREAKERS, DISCONNECTS, ETC.
   b. USE 3/16-INCH MINIMUM FOR IDENTIFYING SOURCE, VOLTAGE, CURRENT, PHASE, AND WIRE CONFIGURATIONS.
4. FASTENERS: SELF-TAPPING STAINLESS-STEEL SCREWS, EXCEPT CONTACT-TYPE PERMANENT ADHESIVE WHERE SCREWS CANNOT OR SHOULD NOT PENETRATE THE SUBSTRATE.
5. LOCATIONS:
   a. DISTRIBUTION BREAKERS IN DISTRIBUTION PANELS.
   b. EQUIPMENT INCLUDING, BUT NOT LIMITED TO DISCONNECTS.
6. MANUFACTURER: B&I NAMEPLATES, INTELLICUM, JBR ASSOCIATES, OR APPROVED EQUIVALENT.

B. DEVICE LABELS:
1. EXTRA STRENGTH, LAMINATED ADHESIVE TAPE WITH 3/16-INCH BLACK LETTERS ON CLEAR BACKGROUND. EMBOSSED TAPE/PUNCH TAPE STYLE LABELS ARE NOT ACCEPTABLE.
2. JUNCTION BOXES: LABEL TO SHOW SYSTEM IDENTIFICATION, SOURCE CIRCUIT, OR RACEWAY ORIGIN. IN FINISHED AREAS, UTILIZE DEVICE LABEL.
3. PANEL AND CIRCUIT DESIGNATION WRITTEN IN PERMANENT MARKER ON THE BACK OF THE PLATE AND INSIDE ALL BACK-BOXES AND JUNCTION BOXES.

C. WIRE MARKERS: VINYL-CLOTH SELF-ADHESIVE TYPE WIRE MARKERS. EACH CONDUCTOR AT PULLBOXES, OUTLET BOXES, JUNCTION BOXES, AND EACH LOAD CONNECTION. BRANCH CIRCUIT OR FEEDER NUMBERS AS INDICATED ON DRAWINGS AND SOURCE PANEL. CONTROL WIRE NUMBER INDICATED ON SHOP DRAWINGS. MANUFACTURER: BRADY, PANDUIT, SUMITOMO, OR APPROVED EQUIVALENT.

D. UNDERGROUND WARNING TAPE: 6-INCH WIDE INERT POLYETHYLENE PLASTIC TAPE, 4-MIL THICK, DETECTABLE TYPE, COLORED PER APWA RECOMMENDATIONS UNLESS OTHERWISE NOTED WITH SUITABLE WARING LEGEND DESCRIBING BURIED ELECTRICAL LINES. MANUFACTURER: ALLEN SYSTEMS, BRADY, OR APPROVED EQUIVALENT.

2.9 ENCLOSED SWITCHES

A. SAFETY SWITCHES:
1. HEAVY DUTY, NON-FUSIBLE TYPE (AS INDICATED ON DRAWINGS), DUAL RATED, QUICK-MAKE, QUICK-BREAK.
2. CLEARLY MARKED FOR MAXIMUM VOLTAGE AND CURRENT.
3. OPERABLE HANDLE INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH IN “ON” POSITION AND LOCKABLE IN “OFF” POSITION.
4. SWITCHES RATED FOR MAXIMUM AVAILABLE FAULT CURRENT.
5. PROVIDE NEMA 3R ENCLOSURE FOR OUTDOORS.
6. FUSIBLE SWITCH ASSEMBLIES: NEMA KS 1, QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER ENCLOSED KNIFE SWITCH WITH EXTERNALLY OPERABLE HANDLE. PROVIDE

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

INTERLOCK TO PREVENT OPENING FRONT COVER WITH SWITCH IN ON POSITION. HANDLE LOCKABLE IN OFF POSITION. FUSE CLIPS: PROVIDE FUSE REJECTION FEATURE FOR CLASS *R OR J* FUSES UP TO 600 AMP. PROVIDE SWITCHES OF 30 TO 200 AMP WITH PLUG-ON LINE SIDE CONNECTIONS.

7. MANUFACTURER: SCHNEIDER ELECTRIC/SQUARE D, SIEMENS, ABB/GENERAL ELECTRIC, EATON, OR APPROVED EQUIVALENT.

PART 3 - EXECUTION

3.1 EXAMINATION

A. DRAWINGS ARE DIAGRAMMATIC WITH SYMBOLS REPRESENTING ELECTRICAL EQUIPMENT, AND WIRING. EXAMINE THE ENTIRE SET OF DRAWINGS TO AVOID CONFLICTS WITH OTHER SYSTEMS. DETERMINE EXACT ROUTE AND INSTALLATION OF ELECTRICAL WIRING AND EQUIPMENT WITH CONDITIONS OF CONSTRUCTION.

B. CLARIFICATION:
1. THE DRAWINGS GOVERN IN MATTERS OF QUANTITY, THE SPECIFICATION IN MATTERS OF QUALITY. IN EVENT OF CONFLICT ON DRAWINGS OR IN THE SPECIFICATIONS, THE GREATER QUANTITY AND THE HIGHER QUALITY APPLY.
2. SHOULD THE ELECTRICAL DOCUMENTS INDICATE A CONDITION CONFLICTING WITH THE GOVERNING CODES AND REGULATIONS, REFRAIN FROM INSTALLING THAT PORTION OF THE WORK UNTIL CLARIFIED BY ENGINEER.

3.2 CONTINUITY OF SERVICE

A. NO INTERRUPTION OF SERVICES TO ANY PART OF EXISTING FACILITIES WILL BE PERMITTED WITHOUT EXPRESS PERMISSION IN EACH INSTANCE FROM THE OWNER. REQUESTS FOR OUTAGES SHALL STATE THE SPECIFIC DATES AND HOURS AND THE MAXIMUM DURATIONS, WITH THE OUTAGES KEPT TO THESE SPECIFIC DATES AND HOURS AND THE MAXIMUM DURATIONS. OBTAIN WRITTEN PERMISSION FROM THE OWNER FOR ANY INTERRUPTION OF POWER

3.3 INSTALLATION

A. INSTALL ELECTRICAL EQUIPMENT COMPLETE AS DIRECTED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS. OBTAIN INSTALLATION INSTRUCTIONS FROM MANUFACTURER PRIOR TO ROUGH-IN OF THE ELECTRICAL EQUIPMENT, EXAMINE THE INSTRUCTIONS THOROUGHLY. WHEN REQUIREMENTS OF INSTALLATION INSTRUCTIONS CONFLICT WITH CONTRACT DOCUMENTS, REQUEST CLARIFICATION FROM ENGINEER PRIOR TO PROCEEDING WITH INSTALLATION. THIS INCLUDES PROPER INSTALLATION METHODS, SEQUENCING, AND COORDINATION WITH OTHER TRADES AND DISCIPLINES.

B. DELIVERY, STORAGE AND HANDLING: INSPECT AND REPORT CONCEALED DAMAGE TO CARRIER WITHIN THEIR REQUIRED TIME PERIOD. STORE IN A CLEAN, DRY ENVIRONMENT. MAINTAIN FACTORY PACKAGING, AND IF REQUIRED, PROVIDE AN ADDITIONAL HEAVY CANVAS OR HEAVY PLASTIC COVER TO PROTECT ENCLOSURE(S) FROM DIRT, WATER, CONSTRUCTION DEBRIS, AND TRAFFIC.

C. INSTALL EQUIPMENT REQUIRING ACCESS SO THAT THEY MAY BE SERVICED, REPLACED OR RECALIBRATED BY SERVICE PEOPLE WITH NORMAL SERVICE TOOLS AND EQUIPMENT. DO NOT INSTALL ELECTRICAL EQUIPMENT IN OBVIOUS PASSAGES, WHICH WOULD IMPEDE OR BLOCK THE INTENDED USAGE.

D. EARTHWORK: PERFORM EXCAVATION AND BACKFILL REQUIRED FOR THE INSTALLATION OF ELECTRICAL WORK. TRACE EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION. REPAIR ANY WORK DAMAGED DURING EXCAVATION OR BACKFILLING.

E. EQUIPMENT WIRING:
1. CONNECT EQUIPMENT, WHETHER FURNISHED BY OWNER OR OTHER DIVISIONS OF THE CONTRACT, ELECTRICALLY COMPLETE. DO NOT INSTALL ELECTRICAL EQUIPMENT OR WIRING ON MECHANICAL EQUIPMENT WITHOUT APPROVAL OF ENGINEER.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

F. CONDUIT:
1. CONDUIT SIZE: 3/4-INCH MINIMUM FOR POWER AND CONTROL, UNLESS OTHERWISE NOTED. 1-INCH MINIMUM FOR UNDERGROUND INSTALLATIONS.
2. CONDUIT USE LOCATIONS:
3. UNDERGROUND INSTALLATION:
    1) MORE THAN 5-FEET FROM FOUNDATION WALL: USE PVC.
    2) WITHIN 5-FEET FROM FOUNDATION WALL: USE PVC COATED RMC.
    3) IN OR UNDER SLAB ON GRADE: USE PVC.
    4) PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN PVC CONDUIT RUNS CONTAINING POWER CONDUCTORS.
    5) AREAS SUBJECT TO VEHICULAR TRAFFIC: SCHEDULE 80 PVC.
    6) OTHER UNDERGROUND APPLICATIONS: SCHEDULE 40 PVC, EXCEPT WHERE PROHIBITED BY THE NEC OR LOCAL CODES.
    7) CONVERT PVC CONDUIT TO RIGID METAL CONDUIT (RMC) PRIOR TO EMERGING FROM UNDERGROUND, CONCRETE ENCASEMENT, OR CONCRETE SLAB.
    8) TRIM CUT PVC ENDS INSIDE AND OUTSIDE TO REMOVE ROUGH EDGES.
    9) PLACE A MINIMUM 3-INCH COVER OF SAND OR CLEAN EARTH FILL AROUND THE CABLE OR CONDUIT ON A LEVELED TRENCH BOTTOM. LAY CONDUIT ON A SMOOTH LEVEL TRENCH BOTTOM, SO THAT CONTACT IS MADE FOR ITS ENTIRE LENGTH. REMOVE WATER FROM TRENCH BEFORE ELECTRICAL CONDUIT IS INSTALLED. WHEN THREE OR MORE CONDUITS ARE IN A SINGLE TRENCH, USE CONDUIT SPACERS THAT WILL MAINTAIN 3 INCH SPACING BETWEEN THE CONDUITS. PROVIDE SPACERS ON 5 FOOT CENTERS. SLOPE UNDERGROUND CONDUITS WHICH ENTER BUILDING TO DRAIN AWAY FROM BUILDING
    10) TO PREVENT MOISTURE FROM PASSING THROUGH CONDUIT INTO BUILDING.
    11) PROVIDE WATERTIGHT CONDUIT SLEEVES AND RUBBER SEALS FOR CONDUIT ENTERING BUILDING BELOW GRADE, LINK-SEAL SYSTEM BY THUNDERLINE CORPORATION OR APPROVED EQUIVALENT.
    12) MINIMUM SIZE: 1-INCH OR AS SHOWN ON DRAWING
    b. OUTDOOR LOCATIONS ABOVE GRADE: RMC.
    c. WET LOCATIONS: RMC.
    d. DAMP LOCATIONS: RMC.
    e. IN AREAS EXPOSED TO SEVERE MECHANICAL DAMAGE: RMC.
4. ELBOWS: USE PVC COATED RMC FOR UNDERGROUND INSTALLATIONS. PVC ELBOWS ARE NOT ACCEPTABLE.
5. VERIFY THAT FIELD MEASUREMENTS ARE AS SHOWN ON DRAWINGS.
6. PLAN LOCATIONS OF CONDUIT RUNS IN ADVANCE OF THE INSTALLATION AND COORDINATE WITH DUCTWORK, PLUMBING, CEILING AND WALL CONSTRUCTION IN THE SAME AREAS.
7. LOCATE PENETRATIONS AND HOLES IN ADVANCE WHERE THEY ARE PROPOSED IN THE STRUCTURAL SECTIONS SUCH AS FOOTINGS, BEAMS, AND WALLS. PENETRATIONS ARE ACCEPTABLE ONLY WHEN THE FOLLOWING OCCURS:
    a. WHERE SHOWN ON THE STRUCTURAL DRAWINGS.
    b. AS APPROVED BY THE STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION, AND AFTER SUBMITTAL OF DRAWING SHOWING LOCATION, SIZE, AND POSITION OF EACH PENETRATION.
8. VERIFY ROUTING AND TERMINATION LOCATIONS OF CONDUIT PRIOR TO ROUGH-IN.
9. CONDUIT ROUTING IS SHOWN ON DRAWINGS IN APPROXIMATE LOCATIONS UNLESS DIMENSIONED. ROUTE AS REQUIRED TO COMPLETE WIRING SYSTEM.
10. INSTALL RACEWAYS SECURELY, IN NEAT AND WORKMANLIKE MANNER, AS SPECIFIED IN NECA 1, STANDARD PRACTICES FOR GOOD WORKMANSHIP IN ELECTRICAL CONSTRUCTION.
11. INSTALL STEEL CONDUIT AS SPECIFIED IN NECA 101, STANDARD FOR INSTALLING STEEL CONDUITS.
12. INSTALL NONMETALLIC CONDUIT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
13. INSERTS, ANCHORS AND SLEEVES.
    a. COORDINATE LOCATION OF INSERTS AND ANCHOR BOLTS FOR ELECTRICAL SYSTEMS PRIOR TO CONCRETE POUR.
    b. COORDINATE LOCATION OF SLEEVES WITH CONSIDERATION FOR OTHER BUILDING SYSTEMS PRIOR TO CONCRETE POUR.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

14. SEAL RACEWAYS STUBBING UP INTO ELECTRICAL EQUIPMENT. PLUG RACEWAYS WITH CONDUCTORS WITH DUCT-SEAL AS MADE BY UNDERGROUND PRODUCTS, OR EQUAL, SHAPED TO FIT SNUGLY INTO THE STUBUP.
15. SEAL RACEWAYS PENETRATING AN EXTERIOR BUILDING WALL TO PREVENT MOISTURE AND VERMIN FROM ENTERING INTO THE ELECTRICAL EQUIPMENT.
16. INSTALLATION OF CONDUIT IN STRUCTURAL CONCRETE THAT IS LESS THAN 3-INCHES THICK IS PROHIBITED WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER. MAINTENANCE PADS, AND CURBS ARE EXEMPTED.
17. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND PRESENT NEAT APPEARANCE.
18. KEEP CONDUITS A MINIMUM OF 12-INCHES AWAY FROM STEAM OR HOT WATER RADIANT HEATING LINES (AT OR ABOVE 104 DEGREES F) OR 3-INCHES AWAY FROM WASTE OR WATER LINES.
19. CUT CONDUIT SQUARE USING SAW OR PIPECUTTER; DEBURR CUT ENDS.
20. BRING CONDUIT TO SHOULDER OF FITTINGS; FASTEN SECURELY.
21. USE CONDUIT HUBS TO FASTEN CONDUIT TO CAST BOXES IN DAMP AND WET LOCATIONS.
22. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90 DEGREE BENDS BETWEEN BOXES. USE CONDUIT BODIES TO MAKE SHARP CHANGES IN DIRECTION, AS AROUND BEAMS.
23. USE HYDRAULIC ONE SHOT BENDER TO FABRICATE ELBOWS FOR BENDS IN METAL CONDUIT LARGER THAN 2-INCH SIZE.
24. FEEDERS: DO NOT COMBINE OR CHANGE FEEDER RUNS.
25. INSTALL CONDUIT TO PRESERVE FIRE RESISTANCE RATING OF PARTITIONS AND OTHER ELEMENTS, USING MATERIALS AND METHODS SPECIFIED IN DIVISION 07, THERMAL AND MOISTURE PROTECTION.

G. CONDUIT FITTINGS:
1. CONDUIT JOINTS: ASSEMBLE CONDUITS CONTINUOUS AND SECURE TO BOXES, PANELS AND EQUIPMENT WITH FITTINGS TO MAINTAIN CONTINUITY. PROVIDE WATERTIGHT JOINTS WHERE EMBEDDED IN CONCRETE, BELOW GRADE OR IN DAMP LOCATIONS. SEAL METAL CONDUIT WITH METAL THREAD PRIMER. RIGID CONDUIT CONNECTIONS TO BE THREADED, CLEAN AND TIGHT (METAL TO METAL). THREADLESS CONNECTIONS ARE NOT PERMITTED FOR RMC.
2. JOIN NONMETALLIC CONDUIT USING CEMENT AS RECOMMENDED BY MANUFACTURER. WIPE NONMETALLIC CONDUIT DRY AND CLEAN BEFORE JOINING. APPLY FULL EVEN COAT OF CEMENT TO ENTIRE AREA INSERTED IN FITTING. ALLOW JOINT TO CURE FOR 20 MINUTES, MINIMUM.
3. USE COMPRESSION FITTINGS IN DRY LOCATIONS, DAMP AND RAIN-EXPOSED LOCATIONS. MAXIMUM SIZE PERMITTED IN DAMP LOCATIONS AND LOCATIONS EXPOSED TO RAIN IS 2-INCHES IN DIAMETER.
4. USE THREADED TYPE FITTINGS IN WET LOCATIONS, HAZARDOUS LOCATIONS, AND DAMP OR RAIN-EXPOSED LOCATIONS WHERE CONDUIT SIZE IS GREATER THAN 2 INCHES.
5. USE INSULATED TYPE BUSHINGS WITH GROUND PROVISION AT DISTRIBUTION PANEL AND SAFETY DISCONNECT SWITCHES THAT HAVE FEEDERS 60 AMPERES AND GREATER.
6. CONDULETS AND CONDUIT BODIES:
    a. DO NOT USE CONDULETS AND CONDUIT BODIES IN FEEDERS 100 AMP AND LARGER.

H. ELECTRICAL POWER CONDUCTORS AND CABLES
1. LUGS AND PADS:
    a. THOROUGHLY CLEAN SURFACES TO REMOVE ALL DIRT, OIL, GREAT OR PAINT.
    b. USE TORQUE WRENCH TO TIGHTEN PER MANUFACTURER'S DIRECTIONS.
2. WIRES AND CABLES:
    a. DO NOT INSTALL OR HANDLE THERMOPLASTIC INSULATED WIRE AND CABLE IN TEMPERATURES BELOW -10 DEGREES C (14 DEGREES F). DO NOT HANDLE THERMOSET INSULATED WIRE AND CABLE IN TEMPERATURES BELOW -40 DEGREES C (-40 DEGREES F). ALL WIRE AND CABLE MUST BE ACCLIMATED TO TEMPERATURES ABOVE FREEZING FOR NO LESS THAN 24 HOURS PRIOR TO INSTALLATION.
    b. INSTALL CONDUCTORS IN RACEWAYS HAVING ADEQUATE, CODE SIZE CROSS-SECTIONAL AREA FOR WIRES INDICATED.
    c. INSTALL CONDUCTORS WITH CARE TO AVOID DAMAGE TO INSULATION.
    d. DO NOT APPLY GREATER TENSION ON CONDUCTORS THAN RECOMMENDED BY MANUFACTURER DURING INSTALLATION.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

e. USE OF PULLING COMPOUNDS IS PERMITTED. CLEAN RESIDUE FROM EXPOSED CONDUCTORS AND RACEWAY ENTRANCES AFTER CONDUCTOR INSTALLATION. DO NOT USE PULLING COMPOUNDS FOR INSTALLATION OF CONDUCTORS CONNECTED TO GFCI CIRCUIT BREAKERS OR GFCI RECEPTACLES.

f. CONDUCTOR SIZE AND QUANTITY:

a) COORDINATE WITH DIVISION 27, COMMUNICATIONS.

2) OTHER OUTLETS: AS INDICATED IN OTHER SECTIONS OF SPECIFICATIONS OR AS DETAILED ON DRAWINGS.

g. ADJUST FLUSH-MOUNTING OUTLETS TO MAKE FRONT FLUSH WITH FINISHED WALL MATERIAL.

I. SUPPORTING DEVICES:

a. IN HEALTHCARE FACILITIES, PROVIDE HOSPITAL GRADE, TAMPER RESISTANT RECEPTACLES IN ALL AREAS REQUIRED BY CODE AND IN ALL AREAS WHERE CHILDREN WILL BE PRESENT.

b. IN DWELLING UNITS, PROVIDE AFCI PROTECTION FOR TAMPER RESISTANT RECEPTACLES IN KITCHENS, LAUNDRY AREAS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUN ROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS AND SIMILAR AREAS.

c. PROVIDE A SPLIT WIRED RECEPTACLE OR ONE CONTROLLED RECEPTACLE WITHIN 6-FEET OF EACH UNCONTROLLED RECEPTACLE FOR THE FOLLOWING AREAS: OFFICES, RECEPTION LOBBIES, CONFERENCE ROOMS, KITCHENS, COPY ROOMS.

J. ELECTRICAL IDENTIFICATION:

1. PROVIDE TYPEWRITTEN BRANCH PANEL SCHEDULES WITH PROTECTIVE CLEAR TRANSPARENT COVERS ACCOUNTING FOR EVERY BREAKER INSTALLED. USE ACTUAL ROOM DESIGNATIONS ASSIGNED BY NAME OR NUMBER NEAR COMPLETION OF THE WORK, AND NOT THE DESIGNATIONS SHOWN ON DRAWINGS.
2. WHERE CHANGES ARE MADE IN EXISTING PANELS, DISTRIBUTION BOARDS, ETC., PROVIDE NEW LABELING AND TYPEWRITTEN SCHEDULES TO ACCURATELY REFLECT THE CHANGES.
3. WIRE MARKERS: PROVIDE WIRE MARKERS ON EACH CONDUCTOR FOR POWER-CIRCUITS.
4. UNDERGROUND WARNING TAPE: INSTALL ONE CONTINUOUS TAPE PER UNDERGROUND RACEWAY AT 6 TO 8 INCHES BELOW FINISH GRADE. WHERE MULTIPLE UNDERGROUND RACEWAYS ARE BURIED IN A COMMON TRENCH AND EXCEEDS 16-INCH WIDTH OF LINES, INSTALL MULTIPLE TAPES NOT OVER 10-INCHES APART (EDGE TO EDGE) OVER THE ENTIRE GROUP OF UNDERGROUND RACEWAYS.

K. GROUNDING:

1. VERIFY SITE CONDITIONS PRIOR TO BEGINNING WORK.
2. BOND SECTIONS OF SERVICE EQUIPMENT ENCLOSURE TO SERVICE GROUND BUS.
3. SEPARATELY DERIVED SYSTEMS: GROUND EACH SEPARATELY DERIVED SYSTEM PER CEC ARTICLE 250.
4. INSPECT AND TEST IN ACCORDANCE WITH NETA STANDARD ATS, EXCEPT SECTION 4.
5. PERFORM INSPECTIONS AND TESTS LISTED IN NETA STANDARD AB, SECTION 7.13.
6. GROUNDING CONDUCTOR:
   a. RACEWAY GROUNDING:
      1) GROUND METALLIC RACEWAY SYSTEMS. BOND TO GROUND TERMINAL WITH CODE SIZE JUMPER EXCEPT WHERE CODE SIZE OR LARGER EQUIPMENT GROUNDING CONDUCTOR IS INCLUDED WITH CIRCUIT, USE GROUNDING BUSHING WITH LAY-IN LUG.
      2) CONNECT METAL RACEWAYS, WHICH TERMINATE WITHIN AN ENCLOSURE BUT WITHOUT MECHANICAL CONNECTION TO ENCLOSURE, BY GROUNDING BUSHINGS AND GROUND CONDUCTOR TO GROUNDING BUS.
      3) WHERE EQUIPMENT SUPPLY CONDUCTORS ARE IN FLEXIBLE METALLIC CONDUIT, INSTALL STRANDED COPPER EQUIPMENT GROUNDING CONDUCTOR FROM OUTLET BOX TO EQUIPMENT FRAME.
      4) INSTALL EQUIPMENT GROUNDING CONDUCTOR, CODE SIZE MINIMUM UNLESS NOTED ON DRAWINGS, IN METALLIC AND NONMETALLIC RACEWAY SYSTEMS.
   b. FEEDER GROUNDING:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1) PROVIDE CONTINUOUS GREEN INSULATED COPPER EQUIPMENT GROUNDING CONDUCTORS FOR FEEDERS.
2) WHERE INSTALLED IN A CONTINUOUS SOLID METALLIC RACEWAY SYSTEM AND LARGER SIZES ARE NOT DETAILED, PROVIDE INSULATED EQUIPMENT GROUNDING CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS SIZED IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF CEC ARTICLE 250, TABLE 250-122.

c. EVCS CABINET ENCLOSURE AND PANELBOARD EQUIPMENT GROUNDING CONDUCTORS TO ENCLOSURE WITH SPECIFIED CONDUCTORS AND LUGS. INSTALL LUGS ONLY ON THOROUGHLY CLEANED CONTACT SURFACES.

d. EVCS EQUIPMENT: INSTALL CODE SIZE EQUIPMENT GROUNDING CONDUCTOR TO EVCS EQUIPMENT FRAME OR MANUFACTURER'S DESIGNATED GROUND TERMINAL.

L. ENCLOSED SWITCHES AND CIRCUIT BREAKERS:
1. PROVIDE CEC-REQUIRED DISCONNECT SWITCHES WHETHER SPECIFICALLY SHOWN ON DRAWINGS OR NOT.
2. CONFIRM THE EQUIPMENT NAMEPLATE MAXIMUM OVERCURRENT PROTECTION (MOCP) AND MAKE ACCOMMODATIONS AND ADJUSTMENTS TO SWITCHES AS NECESSARY TO COORDINATE WITH THE NAMEPLATE RATING.

3.4 FIELD QUALITY CONTROL

A. TESTS: CONDUCT TESTS OF EQUIPMENT AND SYSTEMS TO DEMONSTRATE COMPLIANCE WITH REQUIREMENTS SPECIFIED IN THIS DIVISION. REFER TO INDIVIDUAL SPECIFICATION SECTIONS FOR REQUIRED TESTS. DOCUMENT TESTS AND INCLUDE IN CLOSEOUT DOCUMENTS. DURING SITE EVALUATIONS BY ENGINEER, PROVIDE AN ELECTRICIAN WITH TOOLS TO REMOVE AND REPLACE TRIMS, COVERS, DEVICES, AND THE LIKE, SO THAT A PROPER EVALUATION OF THE INSTALLATION CAN BE PERFORMED.

B. LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE TEST:
1. TEST CONDUCTOR INSULATION ON FEEDERS OF 100 AMP AND GREATER FOR CONFORMITY WITH 1000 VOLT MEGOHMMETER. USE INSULATED CABLE ENGINEERS ASSOCIATION TESTING PROCEDURES. MINIMUM INSULATION RESISTANCE ACCEPTABLE IS 1 MEGOHM FOR SYSTEMS 600 VOLTS AND BELOW. NOTIFY ARCHITECT IF INSULATION RESISTANCE IS LESS THAN 1 MEGOHM.
2. TEST REPORT: PREPARE A TYPED TABULAR REPORT INDICATING THE TESTING INSTRUMENT, THE FEEDER TESTED, AMPERAGE RATING OF THE FEEDER, INSULATION TYPE, VOLTAGE, THE APPROXIMATE LENGTH OF THE FEEDER, CONDUIT TYPE, AND THE MEASURED RESISTANCE OF THE MEGOHMMETER TEST. SUBMIT TEST REPORTS WITH PROJECT CLOSEOUT DOCUMENTS.
3. INSPECT AND TEST IN ACCORDANCE WITH NETA STANDARD ATS, EXCEPT SECTION 4.
4. PERFORM INSPECTIONS AND TESTS LISTED IN NETA STANDARD ATS, SECTION 7.3.2.

C. VERIFY ELECTRICAL CHARACTERISTICS OF EQUIPMENT PRIOR TO INSTALLATION OF CONDUITS AND WIRING FOR EQUIPMENT.

D. SYSTEMS STARTUP: PROVIDE FIELD REPRESENTATIVE TO PREPARE AND START EQUIPMENT. TEST AND CORRECT FOR PROPER ROTATION OF POLYPHASE MOTORS. ADJUST FOR PROPER OPERATION WITHIN MANUFACTURER’S PUBLISHED TOLERANCES. DEMONSTRATE PROPER OPERATION OF EQUIPMENT TO OWNER’S AUTHORIZED REPRESENTATIVE.

3.5 CLEANING

A. REMOVE DIRT AND DEBRIS CAUSED BY THE EXECUTION OF THE ELECTRICAL WORK. LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN CLEAN, DUST-FREE AND PROPER WORKING ORDER.

B. THOROUGHLY CLEAN EXPOSED PORTIONS OF EQUIPMENT, REMOVING TEMPORARY LABELS AND TRACES OF FOREIGN SUBSTANCES. THROUGHOUT WORK, REMOVE CONSTRUCTION DEBRIS AND SURPLUS MATERIALS ACCUMULATED DURING WORK.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PART 3 - EXECUTION

3.1 DUTIES OF THE TEAM

A. THE DUTIES OF THE TEAM ARE AS OUTLINED IN THE TITLE 24 REQUIREMENTS AND SUMMARIZED BELOW:
   1. PLAN, ORGANIZE AND IMPLEMENT THE ACCEPTANCE TESTING PROCESS AND WITHIN 1 MONTH OF THE AWARD OF THE CONTRACT, SUBMIT THE NAMES AND ADDRESSES OF THE TESTING TEAM MEMBER(S).
   2. THE ACCEPTANCE TESTING TEAM SHALL SUBMIT A COMPLETE DESCRIPTION OF THE TESTING PROCEDURES AND SYSTEMS TO BE TESTED TO THE ARCHITECT FOR REVIEW.
   3. THE ACCEPTANCE TESTING TEAM SHALL COORDINATE TESTS OF SYSTEMS AND EQUIPMENT AND ASSEMBLE DOCUMENTATION RELATED TO TESTS. SUBMIT DOCUMENTATION RELATIVE TO TESTS AND PROPOSED PROCEDURES TO DESIGN ENGINEER FOR REVIEW PRIOR TO SUBMITTING DOCUMENTATION TO AUTHORITY HAVING JURISDICTION (AHJ). TEAM RESPONSIBLE FOR PERFORMING DATA ANALYSIS, CALCULATION OF PERFORMANCE INDICES AND CROSSCHECKING OF RESULTS WITH THE REQUIREMENTS OF TITLE 24 AND THE CONTRACT DOCUMENTS. THE INSTALLING CONTRACTOR OR AGENT RESPONSIBLE FOR TESTING AND DOCUMENTATION SHALL RECORD THEIR STATE OF CALIFORNIA CONTRACTOR'S LICENSE NUMBER OR THEIR STATE OF CALIFORNIA PROFESSIONAL REGISTRATION LICENSE NUMBER ON EACH CERTIFICATE OF ACCEPTANCE FOR SUBMITTAL.
   4. RESPONSIBLE FOR SUBMITTING CERTIFICATE OF ACCEPTANCE INCLUDING PAPER AND ELECTRONIC COPIES OF MEASUREMENTS AND MONITORING RESULTS AND SUPPORTING DOCUMENTATION TO THE AHJ. WHERE AHJ QUESTIONS RESULTS OR REQUIRES ADDITIONAL TESTING, COMPLETE ADDITIONAL TESTING AND PROVIDE REQUIRED DOCUMENTATION AT NO ADDITIONAL COST TO THE OWNER.

3.2 TIME SCHEDULE

A. DETERMINE THE TIME PERIOD OF THE COMMISSIONING OF THE SYSTEMS BY THE GENERAL CONTRACTOR AND ACCEPTANCE TESTING TEAM. IT IS IMPORTANT TO NOTE THAT AHJ WILL NOT RELEASE A FINAL CERTIFICATE OF OCCUPANCY UNTIL A CERTIFICATE OF ACCEPTANCE IS SUBMITTED THAT DEMONSTRATES THAT THE SPECIFIED SYSTEMS AND EQUIPMENT HAVE BEEN SHOWN TO BE PERFORMING IN ACCORDANCE WITH THE TITLE 24 STANDARDS.

END OF ELECTRICAL SPECIFICATIONS

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 31 20 00 - EARTHWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for the excavation, filling, recompacting, grading and disposal of excess material.

B. Excavated soil and land clearing debris to be 100% reused or recycled

C. Related Sections

1. Section 312324, “Trenching and Backfilling”

1.02 REFERENCED STANDARDS

A. ASTM International

1. ASTM C136-84a: Standard Method for Sieve Analysis of Fine and Coarse Aggregate
2. ASTM D1557: Laboratory Compaction Characteristics of Soil Using Modified Effort
3. ASTM D2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods

B. Caltrans – State of California Standard Specifications; latest edition

1.03 DEFINITIONS

A. Compaction

1. The degree of compaction is specified as percent compaction. Maximum densities refer to the maximum laboratory dry soil densities obtainable at optimum moisture content as determined by ASTM D1557.
2. Percent compaction (relative compaction) is the ratio of the measured field dry density to the laboratory maximum dry density.

B. Excavation Slope: Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.

1.04 SUBMITTALS

A. Product Data

1. Fill materials
2. Source of recycle facility

B. Test Reports

1. Gradation (ASTM C136)
2. Density-In-Place (ASTM D2922)

PART 2 PRODUCTS

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2.01 FILL MATERIALS

A. General Fill: General Fill material should have an organic content of less than 3 percent by volume and should not contain environmental contaminants or rocks or lumps larger than 6 inches in greatest dimension.

B. Non-Expansive Fill: Non-Expansive material should conform to the requirements for General Fill, have a PI no greater than 12, and a Liquid Limit (LL) no greater than 40.

C. Class 2 Aggregate Base: Class 2 aggregate base for subsequent backfill and/or pavement base to be ¾ inches maximum Class 2 aggregate base conforming to Caltrans, Section 26. Note that Caltrans Class 2 aggregate base meets the requirements for Non-Expansive Fill.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Surplus Material: Unless otherwise specified, surplus excavated material shall be disposed of off-site in accordance with applicable ordinances and environment requirements at the expense of the Contractor.

B. Hauling

1. When hauling is down over highways or city streets, loads shall be trimmed and the vehicle shelf areas shall be cleaned after each loading.

2. Loads shall be watered after trimming to eliminate dust.

C. Subgrade: Unless directed otherwise on the drawings, soil subgrades in areas to receive engineered fill, slabs-on-grade, or pavements shall be scarified to a depth of at least 8 inches, moisture conditioned to approximately 3 percent above optimum water content and compacted per the requirements indicated in the plans.

D. Finish Grading

1. Finish surfaces shall be smooth, compacted and free from irregularities. The degree of finish shall be that normally obtainable with a blade-grader.

2. Finish grades shall be as specified on the plans, except where a local change in elevation is required to match existing conditions, or to ensure proper drainage.

3. When the work is at an intermediate stage of completion, lines and grades shall be as specified within 0.1 foot or as necessary to provide adequate drainage.

3.02 FIELD QUALITY CONTROL

A. Fill material shall be placed in horizontal layers and compacted with power tampers, rollers, idlers, or vibratory equipment. Within the upper 5 feet of the finished ground surface, engineered fills shall be compacted to at least 90% relative compaction, as determined by ASTM D1557, or as approved by the Geotechnical Engineer. The upper 6 inches of subgrade soils below pavements shall be compacted to 95% relative compaction or as indicated in the plans. Fill material shall be spread and compacted in lifts not exceeding 8-inches in uncompacted thickness.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 31 23 19 - DEWATERING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications and procedure for the de-watering of excavations and disposal of water.

1.02 SUBMITTALS

A. Prior to installation of the de-watering system, submit shop drawings and design data indicating the following:

1. The proposed type of de-watering system
2. Arrangement, location and depths of system components
3. Complete description of equipment and instrumentation to be used, with installation, operation and maintenance procedures
4. Methods of disposal of pumped water
5. Necessary permits for water disposal

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Furnish all materials, tools, equipment, facilities, and services as required for providing the necessary de-watering work and facilities.

B. Provide backup equipment as necessary for the replacement and for unanticipated emergencies.

PART 3 EXECUTION

3.01 DE-WATERING

A. Keep excavation reasonably free from water during construction.

B. Disposal of water shall not damage property or create a public nuisance.

C. Have on hand pump equipment and machinery in good working condition for emergencies and workmen available for its operation.

D. De-watering systems shall operate continuously until trenches are backfilled.

E. Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions.

F. De-watering systems shall not remove natural soils.

G. Control surface runoff to prevent entry or collection of water excavations.

H. Release of groundwater shall be controlled to prevent disturbance of the natural foundation soils or compact fill.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

I. There shall be no discharge of turbid or hazardous water on site.

J. Discharge or disposal of water shall be controlled to prevent erosion.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 31 23 24 - TRENCH EXCAVATION AND BACKFILL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section Includes: Perform all excavation, shoring, potholing, dewatering, backfilling, compaction, pavement restoration, and grading necessary or required for the construction of the work as covered by these Specifications and indicated on the Drawings. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including water and all other obstructions that would interfere with the proper construction and completion of the required work.

B. Related Sections

1. Section 321123, “Aggregate Base”
2. Section 321216, “Asphaltic Concrete Paving”
3. Section 312319 “De-Watering”
4. Section 333300 “Site Sanitary Sewerage System”

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM).

B. State of California, Department of Transportation, Standard Specifications (Standard Specifications) July 1992.

C. State of California, Department of Transportation, Manual of Test (California Test).

1.03 SUBMITTALS

A. Submit the following:

1. Sheeting and Shoring Plan: Refer to Paragraph 1.05 below.
2. Potholing Report as described in Paragraph 3.02.
3. Samples and Test Results: Furnish, without additional cost to the Owner, such quantities of import materials as may be required by the Owner’s Representative for test purposes. Cooperate with the Owner’s Representative and furnish necessary facilities for sampling and testing of all materials and workmanship. Submit test results for import materials. Tests shall have been performed within 60 days of submission. All material furnished and all work performed shall be subject to rigid inspection, and no material shall be delivered to the site until it has been favorably reviewed by the Owner’s Representative, or used in the construction work until it has been inspected in the field by Inspector of Record.

1.04 QUALITY ASSURANCE

A. Source Quality Control: Test import materials proposed for use to demonstrate that the materials conform to the specified requirements. Tests shall be performed by an independent testing laboratory.

B. Field Quality Control:

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1. The Owner will:
    a. Review and test materials proposed for use.
    b. Inspect placement and compaction of fill.
    c. Test soils during placement of fill.
2. Contractor shall excavate holes for in-place soil sampling. Contractor shall be responsible for costs of additional inspection and re-resting resulting from non-compliance.

C. Testing Methods:

1. Durability Index: Manual of Test, State of California, Department of Transportation.
2. Specific Gravity: ASTM D854.
3. Laboratory Compaction: ASTM D1557, Method A or C.
4. In-Place Density: ASTM D2922.
5. Particle Size Analysis of Soils: ASTM D422.
6. Plastic Limit and Plasticity Index: ASTM D4318.
7. Soil Classification: ASTM D2487.
8. In-Place Moisture Content: ASTM D3017.

1.05 EXCAVATION AND TRENCHING

A. General Protection: Pursuant to Labor Code Sections 6705 and 6707, Contractor shall include in its base bid all costs incident to the provision of adequate sheeting, shoring, bracing or equivalent method for the protection of life and limb which shall conform to the applicable Federal and State Safety Orders.

B. Before beginning any excavation five (5) feet or more in depth, submit to the Owner's Representative a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during excavations. Comply with the Standards established by the State of California Construction Safety Orders Title 24 of the California Administrative Code. If the detailed plan varies from such shoring system Standards it shall be prepared by a registered civil or structural engineer whose name and registration number shall be indicated on the Drawing. If a dispute arises as to whether the plan must be prepared by a registered civil or structural engineer, the Owner's Representative's determination of the matter shall be final and conclusive. The cost of required engineering services shall be borne by the Contractor and shall be deemed to have been included in the amount of bid for the work as stated in the Agreement.

C. Neither the review nor approval of any plan showing design of shoring, bracing, sloping or other provisions for worker protection shall relieve Contractor from his obligations to comply with Construction Safety order Standards and Title 24 CAC for design and construction of such protective work, and Contractor shall indemnify Owner and Owner's Representative from any and all claims, liability, costs, actions and a cause of action arising out of or related to the failure of such protective system. The Contractor shall defend the Owner, its officers, employees and agents and the Owner's Representative in any litigation or proceeding brought with respect to the failure of such protective systems.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

D. The Contractor shall comply with Section 382 of the Civil Code of the State of California relating to lateral, general and sub-adjacent supports wherever structures or improvements adjacent to an excavation may be damaged by such excavation.

E. Contractors must still comply with the State of California Construction Safety Orders, Article 6 – Excavations, Trenches, Earthwork. The requirements of Article 6 apply whether the excavation, trench or earthwork is less than 5', or 5' or more.

F. The Contractor shall select, install and maintain shoring, sheeting, bracing, and sloping as necessary to maintain safe excavations. The Contractor shall be responsible for ensuring such measures: (1) comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements, (2) provide necessary support to the sides of excavations, (3) provide safe access to the Engineer's sampling and testing within the excavation, (4) provide safe access for backfill, compaction, and compaction testings, and (5) otherwise maintain excavations in a safe manner that shall not endanger property, life, health, or the project schedule. All earthwork shall be performed in strict accordance with applicable law, including local ordinances, applicable OSHA, CalOSHA, California Civil Code, and California Department of Industrial Safety requirements.

PART 2 PRODUCTS

2.01 MATERIALS

A. Crushed Rock: ¾-inch maximum crushed virgin drain rock with a minimum durability rating of 58.

B. Import Backfill: Class 2, ¾-inch maximum aggregate base, Standard Specifications Section 26. Paragraphs 26-1.06 and 26-1.07 are not applicable.

Sieve Size	Percentage Passing
1-1/2 inch	100
1 inch	95 to 100
¾ inch	90 to 100
3/8 inch	15 to 85
No. 4	0 to 9

A. Geotextile Fabric: Mirafi FW300 or equivalent

B. Water: The water used shall be potable and free of objectionable quantities of silt, oil, organic matter, alkali, salts and other impurities. Water quality must be acceptable to the Owner's Representative.

C. Sandy Clay Loam: Provide sandy clay loam backfill in the top 18 inches in unpaved areas, 85% compaction.

1. Sandy Clay Loam Analysis: Submit a sample of sandy clay loam proposed for use to an accredited Soils Laboratory for "agricultural suitability" analysis report, including particle size, and evaluation of physical and chemical properties of soil and recommendations for adding amendments and fertilizers to the soil.

2. Upon approval of the Laboratory's report by the Owner's Representative, the recommendations in the report shall become a part of the Specifications and the quantities of soil amendment, fertilizer and other additives shall be adjusted to conform with the report at no additional cost to the Owner. Request Testing Laboratory to send one copy of test

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

results directly to Owner's Representative.

3. Test Laboratory: Soil and Plant Laboratory, Inc. 352 Matthew Street (PO Box 153), Santa Clara, CA 95052, Tel. (408) 727-0330; or Root Zone Associates, PO Box 18911, San Jose, CA 95118, Tel. (408) 264-7024.

D. Controlled Density Fill (CDF):

1. Materials:

- Cement: ASTM C150, Type II or V. A maximum of twenty (20) lbs. of cement per cubic yard.
- Aggregate shall consist of fine aggregate, with our without coarse aggregate, with a maximum size of 1-inch, free of clay, organics, and other deleterious materials. Less than 10 percent by weight shall pass the No. 200 sieve, and materials passing the No. 40 sieve shall be nonplastic as determined in accordance with ASTM D4318.
- Water: Potable.
- Fly Ash: ASTM C618, Class F unless otherwise approved.

2. Mix Design:

- Performance Requirements: The CDF shall be proportioned to be a non-segregating, free flowing, self-consolidating, low shrink slurry.
- Mix Design Requirements: The Contractor and its supplier shall determine the materials and proportions used to meet the requirements of these Specifications. Design the mixes far enough ahead of placement to allow completion of trail mix testing and submittal of test results. The mix design(s) shall be prepared for the range of aggregate gradations that is expected to be used. The Contractor shall make daily checks of the aggregate gradation and adjust the mix design as required to meet these Specifications.
- Material Strength Requirements: The unconfirmed compressive strength at 28 days shall be 100 psi as per ASTM D4832.

E. Concrete: Concrete encasement used for conduit backfill shall be rated 4000 psi at 28 days and shall have red dye additive. Submit mix design for approval.

F. Trench Plugs: Clayey soils as approved by the Engineer

PART 3 EXECUTION

3.01 CONTROL OF WATER

A. All excavations shall be kept free from water and all construction shall be in the dry.

1. It should be presumed that the presence of groundwater will require dewatering operations. Furnish, install, maintain, and operate all necessary pumping and other equipment for dewatering all excavations. At all times have on the project sufficient pumping equipment for immediate use, including standby pumps for use in case other pumps become inoperable.

2. Provide a sufficient number of pumps so as to hold the groundwater level at an elevation of not less than 1 foot below the lowest elevation of the pipe, duct or other material to be placed.

3. Dispose of water in such a manner as to cause no injury or nuisance to public or private property, or be a menace to the public health.

4. The dewatering operation shall be continuous, so that the excavated areas shall be kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

5. Continue dewatering during backfilling operations such that the groundwater is at least 1 foot below the level of the compaction effort at all times. No compaction of saturated materials will be allowed.

6. Dewatering devices must be adequately filtered to prevent the removal of fines from the soil.

7. The Contractor shall be responsible for any damage to the foundations or any other parts of existing structures or of the new work caused by failure of any part of the Contractor's protective works. After temporary protective works are no longer needed for dewatering purposes, they shall be removed by the Contractor.

8. If pumping is required on a 24-hour basis, requiring engine drives, then engines shall be equipped in a manner to keep noise to a minimum.

9. Prevent disposal of sediments from the soils to adjacent lands or waterways by employing whatever methods are necessary, including settling basins and holding tanks for disposal off site

B. The Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the site.

3.02 EXISTING UTILITIES

A. General: The known existing buried utilities and pipelines except building connections are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as he/she will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, ducts, manholes, pull boxes and the like.

B. Check on Locations (Potholing):

1. Outside of the right-of-way contact the Owner and request them to locate their respective utilities prior to the start of "potholing" procedures. The Owner shall be given 7 days written notice prior to commencing potholing. The Owner has performed a limited investigation and has recorded those findings on the Contract Documents. Within the right-of-way contact underground service alert (USA) to locate utilities prior to any excavation or potholing procedures.

2. Clearly paint the location of all affected utility underground pipes, conduits and other utilities on the pavement or identify the location with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and detection tape if present and shall then be similarly marked.

3. After the utility survey is completed, commence "potholing" to determine the actual location and elevation of all utilities where crossings, interferences, or connections to the new pipelines are shown on the Drawings, or indicated by surface signs. Prior to the preparation of piping shop drawings, or the excavating for any new pipelines or structures, the Contractor shall locate and uncover these existing utilities to a point 1-foot below the utility. Submit a report identifying each underground utility and its depth and station. Any variation in the actual elevations and the indicated elevations shall be brought to the Owner's Representative's attention.

4. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.

5. Excavations shall have surface dimensions of no more than 18" x 18". Air spades and vacuum excavators shall be used to limit the size of excavations and damage to adjacent

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

facilities. Backfill after completing potholing. In existing streets, repave with project typical pavement section or match existing pavement section, whichever is greater.

C. Interferences:

1. If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Owner's Representative, and a method for correcting said interferences shall be supplied by the Owner's Representative. Payment for interferences that are not shown on the plans, nor which may be inferred from surface indications, shall be in accordance with the provisions of the General Conditions. If the Contractor does not expose all required utilities prior to shop drawing preparation, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.

2. Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the Owner if instructed to do so in writing from the Owner's Representative.

D. Overhead Facilities: There may be existing overhead electric and telephone transmission lines on the site. These overhead utilities are not shown on the Drawings. Extreme caution shall be used when working in the vicinity of overhead utilities so as to prevent injury to workmen or damage to the utilities. The Contractor shall be required to comply with the applicable provisions of the California Construction Safety Orders when working anywhere on this project.

E. Existing gas, water, sewer and communications laterals are not specifically shown on the Drawings but do exist along the existing utility corridors. Protect all service laterals from damage due to construction operations. If any laterals are damaged, notify the Owner's Representative immediately. The cost of repair shall be borne by the Contractor.

3.03 GENERAL CONSTRUCTION REQUIREMENTS

A. Site Access: Access to the site will be over public and private roads. Exercise care in the use of such roads and repair at the Contractor's expense any damage thereto caused by Contractor's operations. Such repair shall be to the satisfaction of the Owner or agency having jurisdiction over the road. Take whatever means are necessary to prevent tracking of mud onto existing roads and keep roads free of debris. Contractor shall provide access plan for all phases of work for approval by Owner's Representative prior to trenching operations.

B. Traffic Regulation: Provide such flagmen, lighted barricades, flares, lights, warning signs, and safety devices as may be required for control of traffic adjacent to all areas of work. A minimum of one 12-foot-wide lane of traffic shall be kept open at all times.

C. Open Excavations: Provide chain link fence around all excavations left open during non-working hours in unpaved areas. In all paved areas (walkways and fire lanes) excavations left open during non-working hours shall be covered with steel plates.

D. Access: Free access must be maintained to all fire hydrants, water valves and meters, and driveways.

E. Open Trench Limitations: The Owner's Representative shall have the authority to limit the amount of trench to be opened or left open at any one time. In roads, excavation and pipe laying shall be coordinated to the end that a minimum of interference with public traffic will result. Trenches in streets and pathways shall be covered with trench plates at the end of each day. An open trench in existing streets shall be defined as any trench that has not been completely backfilled, satisfactorily compacted, and capped with the permanent pavement.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

F. Demolition of Pavement: Where trenching or excavation occurs in paved areas, the pavement shall be scored and broken ahead of the trenching or excavation operation. The extent of paving removed shall be limited to the minimum necessary for the excavation. The final trench repair shall have sawcut edges.

G. Dust Control: Take proper and efficient steps to control dust.

3.04 TRENCH EXCAVATION

A. There is no room on site for storing excavated material. All excavated material shall be disposed of off campus. All backfill material shall be imported.

B. Excavation to the extent shown on the drawings and under the drip line of trees shall be hand excavated to a level below the root zone of the trees – NO EXCEPTIONS.

C. Excavation for pipe and duct shall be in open cut. The trench shall be as wide as necessary for sheeting and bracing and the proper performance of the work up to the maximum width permitted by the typical cross-sections shown on the Drawings. The sides of the trenches shall be vertical in existing streets. The bottom of the trench shall be constructed to the grades and shapes indicated on the Drawings. Should the Contractor desire to use other equivalent methods, he shall submit his method of construction to the Owner's Representative for favorable review prior to its use.

D. Take care not to overexcavate. Accurately grade the bottom of the trenches to provide uniform bearing and support for each section of the pipe at every point along its entire length, except for the portions of the pipe sections where it is necessary to excavate for bell holes and for the proper sealing of pipe joints, and as hereinafter specified. Dig bell holes and depressions for joints after the trench bottom has been graded, and, in order that the pipe rest on the bedding for as nearly its full length as practicable, bell holes and depressions shall be only of such length, depth and width as required for properly making the joint. Remove stones as necessary to avoid point bearing.

E. Backfill and compact overexcavations to 95% of its maximum dry density with Class II Aggregate Base material. Provide filter fabric (Mirafi, or equal) above, below, and on both sides of aggregate base as directed by the Owner's Representative. There shall be no additional payment to the Contractor for overexcavations not directed by the Owner's Representative. Remove unsatisfactory material encountered below the grades shown as directed by the Owner's Representative and replace as directed. Payment for removal and replacement of such unsatisfactory material directed by the Owner's Representative shall be made in accordance with the provisions of the General Conditions.

F. Grade trenches so that they are uniformly sloped between the pipe elevations shown on the Drawings. Comply with the minimum and maximum trench widths shown on the Drawings. Notify the Owner's Representative if the trench width exceeds the maximum allowable width for any reason.

G. For all piping or conduits to be placed in any excavated and backfilled area, such as at manholes or for building connections, the structural backfill shall be first compacted to a level at least 3 feet above the top of the piping or conduit elevation and then retrenched to pipe grade.

H. Provide ladders for access to the trench by construction and inspection personnel.

3.05 SAFETY BARRICADES AND LIGHTS

A. Where required for protection of workmen, public safety, or as required by State Laws, substantial

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

barricades shall be provided for the areas where excavation, trenching, construction and demolition work are being performed. Safety Barricades shall not be used in lieu of required guardrails on temporary bridges crossing trenches, excavations or other openings. For protection of the *Visually Impaired*, safety barricades shall be joined together with 3" yellow *Caution* tape as follows:

1. Two strands of caution tape running continuous from barricade to barricade, one at the tops of the barricades and one at a height of from 4" to 12" above grade or mounting level.

2. In addition battery-operated warning lights shall be maintained on such barricades, whenever visibility is restricted, and at night.

3.06 BACKFILL AND COMPACTION

A. Place bedding and backfill materials true to the lines, grades, and cross-sections indicated on the Drawings and compacted to the degree specified on the Drawings. Place bedding and backfill materials in horizontal lifts not to exceed 8 inches in thickness measured before compaction. The difference in level on either side of a pipe or duct shall not exceed 4 inches.

B. Backfill material shall not be placed over the pipe or duct until after it has been inspected by the Owner's Representative.

C. It shall be incumbent upon the Contractor to protect the pipe or duct from damage during the construction period. It shall be the Contractor's responsibility to repair broken or damaged pipe or duct at no extra cost to the Owner. Tamping of backfill over the pipe shall be done with tampers, vibratory rollers and other machines that will not injure or disturb the pipe or duct. Carefully place backfill around and over the pipe or duct.

D. Do not allow construction traffic nor highway traffic over the pipe trench until the trench backfill has been brought back even with existing adjacent grade.

E. Add water to the backfill material or dry the material as necessary to obtain the optimum moisture content for the compaction shown on the Drawings or specified. If the Owner's Representative determines that the nature of the ground in which the trench lies precludes compaction of the backfill to the specified density, the backfill shall be compacted to the maximum practicable density. Employ such means as may be necessary to secure a uniform moisture content throughout the material of each layer being compacted. After the material has been moisture conditioned, compact it with compaction equipment approved by the Owner's Representative to achieve specified compaction. The Contractor shall be responsible for obtaining the densities specified. Should the Contractor fail, through negligence or otherwise, to compact to specified density, or to backfill and compact to surface grade, thus permitting saturation of the backfill material from rains or from any other source, the faulty material shall be removed and replaced with approved material which shall be compacted to the specified density at optimum moisture content, and no additional payment will be made for doing such work or removal and replacement.

F. Compaction by flooding, ponding or jetting will not be permitted.

3.07 CONTROLLED DENSITY FILL (CDF)

A. Trench Backfill:

1. Contractor can choose to backfill trench with CDF in place of Class II Aggregate Base. (See trench sections on drawings.)

2. CDF shall be placed into the trench so that the CDF is placed evenly to prevent uneven loading of the pipe. CDF shall not be placed directly onto the pipe. The maximum depth of the first lift of CDF

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

shall not allow the pipe to move or float. Subsequent lifts of CDF shall be placed so that that pipe does not shift or float. CDF placed in trenches with steep slopes shall be placed in lifts to prevent flotation of the pipe, and the Contractor shall install approved sand bags as needed to secure the pipe in place during placement of the CDF.

3. The maximum temperature of the CDF shall be 74°F at the time of placement. The minimum temperature of the CDF shall be 40°F at the time of placement. CDF shall be placed in lifts not exceeding 6 inches. Each lift shall be allowed to cure long enough to lose its fluid properties before placing the next lift.

3.08 SUPPORT OF EXCAVATIONS

A. Adequately support excavation for trenches and structures to meet all applicable requirements in the current rules, orders and regulations. Excavation shall be adequately shored, braced and sheeted so that the earth will not slide or settle and so that all existing structures and all new pipe and structures will be fully protected from damage. Keep vehicles, equipment and materials far enough from the excavation to prevent instability.

B. Take all necessary measures to protect excavations and adjacent improvements from running, caving, boiling, settling, or sliding soil resulting from the high groundwater table and the nature of the soil excavated. Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law.

C. The support for excavation shall remain in place until the pipeline, duct or structure has been completed. During the backfilling of the pipeline or structure, the shoring, sheeting and bracing shall be carefully removed so that there shall be no voids created and no caving, lateral movement or flowing of the subsoils.

3.09 FINISH GRADING

A. Except where shown otherwise in the Drawings, restore the finish grade to the original contours and to the original drainage patterns. Grade surfaces to drain away from structures. The finished surfaces shall be smooth and compacted.

3.10 DISPOSAL OF EXCAVATED MATERIAL

A. Dispose of all excavated material offsite in a legal manner.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 31 25 13 - EROSION CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Slope protection, erosion control, and rip rap placement, and shall consist of all permanent and temporary erosion control features as indicated for the purpose of preventing on-site erosion and maintaining all sediments within the project boundaries and comply with the requirements of the City.

1.02 SCHEDULING

A. Apply erosion control features within five days after completion of all other work in each area.

B. Apply erosion control features as necessary for wet weather conditions and as directed by Engineer.

1.03 REPLACEMENT

A. Any area in excess of 100 square feet of dead or damaged erosion control material shall be replaced at the expense of the Contractor.

B. The replaced erosion control shall be of the same formulation and quality as the original.

PART 2 PRODUCTS

2.01 EROSION CONTROL BLANKETS

A. Erosion control blankets shall be North American Green single net straw blanket, Western Excelsior excel SR-1, or equivalent.

2.02 FIBER ROLLS

A. Fiber rolls shall be netted tubes, at least 12 inches in diameter, filled with straw or equivalent biodegradable product. Installation shall be in accordance with "Erosion and Sediment Control Field Manual" (latest edition) by the California Regional Water Quality Control Board, San Francisco Bay Region.

2.03 SILT FENCE

A. Silt fence shall be per "Erosion and Sediment Control Field Manual" (latest edition) by the California Regional Water Quality Control Board, San Francisco Bay Region.

2.04 RIP RAP

A. Rip rap shall conform to Class 1, Type B Drain Rock conforming to Caltrans Section 68, unless otherwise noted.

B. Geotextile fabric shall be Mirafi 600X Filter Fabric or equivalent.

C. Placing

1. The Contractor shall place a geotextile stabilization fabric over the areas to receive rip rap. Fabric edges shall overlap at least one and one-half feet.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2. Rip rap shall be placed to the line, grade and depth shown on the plans. Rip rap shall be placed in such a fashion (Caltrans Method A Placement) as not to puncture or tear the underlying fabric. The contractor shall replace torn sections of fabric with a piece of the same fabric. Fabric overlap in these areas shall be at least three feet.

3. Rip rap shall be placed in such a manner that the material does not segregate itself into areas of larger and smaller rip rap.

2.05 EQUIPMENT, MATERIALS, AND FACILITIES

A. Furnish all materials, tools, equipment, facilities, and services as required for providing the necessary erosion controls.

PART 3 EXECUTION

3.01 APPLICATION

A. Erosion Control Blankets: Shall be installed and staked according to manufacturer's recommendations for slopes.

B. Silt Fences: Install to intercept and detain sediment prior to entering storm drainage.

C. As erosion control measures near capacity for silt retention, the Contractor shall remove the silt materials. The Contractor shall remove the materials from the site or to an area that is designated by the Owner. The Contractor shall then reestablish the silt fences, fiber rolls, straw bales, or rip rap to its original state.

3.02 INSPECTION

A. Silt fences, fiber rolls, and rip rap shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately, to the satisfaction of the Engineer and shall be at the expense of the Contractor.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 32 11 23 - AGGREGATE BASE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for furnishing, spreading, and compacting aggregate base course for pavements as indicated.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

B. ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

C. ASTM D3017 Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

D. State of California, Department of Transportation (Caltrans), Standard Specifications:

E. Section 17 Watering

F. Section 26 Aggregate Bases

G. State of California, Department of Transportation (Caltrans), Standard Test Methods:

Calif. Test 201	Method of Soil and Aggregate Sample Preparation Aggregates
Calif. Test 202	Method of Tests for Sieve Analysis of Fine and Coarse Aggregates
Calif. Test 205	Method of Determining Percentage of Crushed Particle
Calif. Test 216	Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates
Calif. Test 217	Method of Test for Sand Equivalent
Calif. Test 229	Method of Test for Durability Index
Calif. Test 301	Method of Test for Resistance “R” Value of Treated and Untreated Bases, Subbases and Basement Soils by the Stabilometer

PART 2 PRODUCTS

2.01 AGGREGATE BASE MATERIAL

A. Class 2 aggregate base shall be free of vegetable matter and other deleterious substances. Coarse aggregate, material contained on the No. 4 sieve, shall consist of material of which 25 percent by weight shall be crushed particles as determined by California Test Method No. 205. Class 2 aggregate base shall conform to one of the following gradings, determined in accordance with California Test Method No. 202:

Percentage Passing Sieves

Sieve	3/4 inch Maximum
2 inch	—
1 ½ inch	—
1 inch	100
3/4 inch	90-100

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

No. 4	35 - 55
No. 30	10 - 30
No. 200	2 - 9

B. Class 2 aggregate base shall conform to the following additional requirements:

Tests	Test Method No. Calif.	Requirements
Resistance (R-Value)	301	78 min.
Sand Equivalent	217	22 min.
Tests	Test Method No. Calif.	Requirements
Durability Index	229	35 min.

C. Aggregate base for bioretention area shall be permeable Class 2, 3/4" maximum. When the aggregate base is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be covered with aggregate base.

D. Geotextile Fabric: Mirafi FW300 or equivalent

2.02 SOURCE QUALITY CONTROL

A. Submit certificate of compliance for approval prior to installation of material.

PART 3 EXECUTION

3.01 EXAMINATION

A. Call for an inspection by the Engineer and obtain written acceptance of the prepared subgrade or subbase before proceeding with the placement of aggregate base course.

B. The subgrade or subbase to receive aggregate base course, immediately prior to spreading, shall conform to the compaction and elevation tolerances indicated for the material involved and shall be free of standing water and loose or extraneous material.

3.02 INSTALLATION STANDARDS

A. Aggregate base course shall be applied over the prepared subgrade or subbase and compacted in accordance with Section 26 of the Caltrans Standard Specifications.

B. Aggregate base course shall be minimum uniform thickness after compaction of dimensions indicated. Where not indicated, compacted thickness shall be six inches for driveways/sidewalks and eight inches for roadways.

C. All compaction expressed in percentages in this section refers to the maximum dry density as determined by California Test Method No. 216.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

3.03 SPREADING OF MATERIAL

A. Aggregate for base course shall be delivered as uniform mixture of fine and coarse aggregate and shall be spread in layers without segregation.

B. Aggregate base course material shall be free from pockets of large and fine material. Segregated materials shall be remixed until uniform.

C. Aggregate base material shall be moisture-conditioned to near optimum moisture content in accordance with the applicable requirements of Section 17 of the Caltrans Standard Specifications.

D. Aggregate base course six inches and less in thickness may be spread and compacted in one layer. For thicknesses greater than six inches, the base course aggregate shall be spread and compacted in two or more layers of uniform thickness not greater than six inches each.

3.04 COMPACTING

A. Relative compaction of each layer of compacted aggregate base material shall be not less than 95 percent as determined by California Test Method No. 216.

B. Thickness of finished base course shall not vary more than 3/4 inch from the indicated thickness at any point. Base which does not conform to this requirement shall be reshaped or reworked, watered, and recompacted to achieve compliance with specified requirements.

C. The surface of the finished aggregate base course at any point shall not vary more than 3/4 inch above or below the indicated grade.

3.05 FIELD QUALITY CONTROL

A. Perform field tests in accordance with ASTM D2922 to determine compliance with specified requirements for density and compaction of aggregate base material, and with ASTM D3017 to determine moisture-content compliance of the installed base course.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 32 12 16 - ASPHALTIC CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for providing asphaltic concrete paving as indicated.

B. Related Sections

1. Section 321123, "Aggregate Base"

1.02 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications

Section 39	Asphalt Concrete
Section 92	Asphalts
Section 93	Liquid Asphalts
Section 94	Asphaltic Emulsions

B. State of California, Department of Transportation (Caltrans), Standard Test Methods

Calif. Test 202	Method of Tests for Sieve Analysis of Fine and Coarse Aggregates
Calif. Test 304	Method of Preparation of Bituminous Mixtures for Testing
Calif. Test 366	Method of Test for Stabilometer Value
Calif. Test 375	Determining the In Place Density and Relative Compaction of AC Pavement

1.03 PROTECTION

A. Protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials. The Contractor shall be responsible for any damage caused by the Contractor's employees or equipment and shall make necessary repairs. Building and other surfaces shall be covered with paper or other protection, where required. All damage caused by the Contractor's operations shall be prepared or replaced as required.

PART 2 PRODUCTS

2.01 BASE COURSE MATERIAL

A. Class 2 Aggregate Base. Percentage composition by weight of aggregate base material shall conform to the 3/4 inch maximum grading when determined by California Test 202.

2.02 TACK COAT

A. Tack Coat: Diluted SS-1 or SS-1h emulsion or undiluted RS-1 emulsion in conformance with Section 94 or the Caltrans Standard Specifications.

2.03 ASPHALT PAVING MATERIALS

A. Paving Asphalt: All purpose, aged residue, steam refined, PG 64-10 grade, in accordance with Section 92 of the Caltrans Standard Specifications.

B. Aggregate: Type A, with the grading of the combined aggregate conforming to 1/2 inch maximum

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

size, medium grading, as specified in Section 39 of the Caltrans Standard Specifications.

C. Mixing Facilities: Asphalt concrete surfacing material shall be furnished from an approved commercial asphalt central mixing plant.

2.04 SOURCE QUALITY CONTROL

A. Contractor shall submit Certificate of Compliance from manufacturer for approval prior to installation.

PART 3 EXECUTION

3.01 PLACING OF BASE COURSE

A. The Contractor shall call for an inspection by the Engineer and obtain written approval of the subgrade before proceeding with the base course.

B. Base course shall be minimum uniform thickness after compaction of dimensions indicated.

C. Base course shall be placed over finished subgrade and compacted in accordance with Section 32 11 23 - Aggregate Base.

D. After base course has been completed, the Contractor shall call for an inspection by the Engineer and obtain written approval before proceeding with application of the asphalt wearing surface.

3.02 PLACING OF TACK COAT

A. The Contractor shall call for an inspection by the Engineer and obtain written approval of the subgrade before proceeding with the tack coat.

B. The tack coat shall be applied using a calibrated distributor truck spray bar, hand spraying, squeegee and brush application in locations where required and per manufacturers requirements. Tack coat shall be applied in accordance with Section 39-4 of the Caltrans Standard Specifications at the rate of from 0.22 to 0.28 gallons per square yard.

3.03 PLACING ASPHALT CONCRETE

A. Areas to be paved shall be covered with a layer of hot asphalt concrete surfacing not to exceed 3.0 inches after compaction.

B. Paving asphaltic concrete shall be delivered, laid, rolled, and finished in accordance with Section 39 of the Caltrans Standard Specifications.

C. Before placing asphalt concrete, a tack coat (paint binder) shall be applied to all vertical surfaces against which asphalt concrete surfacing will be placed. Tack coat shall be applied in accordance with Section 39-4 of the Caltrans Standard Specifications at the rate of from 0.02 to 0.10 gallons per square yard.

D. Finish surface of the wearing course shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, cold joints, or other irregularities.

E. Finish paving shall conform to slopes, lines, and finish grades indicated, and shall drain properly. Where adjacent surfaces are intended to be flush (as at concrete gutters, walks, and paving), they shall conform smoothly at all joints.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

F. Ridges, indentations, and other objectionable marks left in the surface of the asphalt concrete by paving or rolling equipment shall be eliminated by rolling. The use of equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued, and other acceptable equipment shall be employed.

G. Where cold joints are indicated or necessary, cut back the placed and compacted cold asphalt a minimum of three inches with a concrete or masonry power saw, so that a vertical face of compacted full thickness material is exposed. Treat this surface with a tack coat before proceeding with the placement of new asphaltic concrete surfacing.

H. Finish paving shall conform to finish elevations within plus or minus 0.01 of a foot and shall be level to within plus or minus 1/4 inch in 10 feet when measured with a 10 foot straightedge in any direction.

3.04 FIELD QUALITY CONTROL

A. The Contractor shall control the quality of the work and shall provide adequate testing to assure compliance with these Specifications.

B. After completion of paving work, all paving shall be flooded with water, and any resulting “ponds” shall be ringed with chalk. Such hollows shall be corrected with addition of asphalt paving materials and rerolling until all paving is completely level and free from hollows and high spots.

C. The Engineer shall perform in-place density and compaction tests of the completed pavement in accordance with California Test 375 to determine compliance with specified requirements. Test shall be performed as often as necessary to verify compliance, but not less frequently than the following:

1. One test required.

3.05 MAINTENANCE OF PAVEMENT

A. Upon completion of final rolling, traffic shall not be permitted on the finished pavement for at least six hours, and until the asphalt concrete has cooled sufficiently to withstand traffic without being deformed. Finished pavement shall be maintained in finished clean condition until the work is accepted by the Engineer.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 32 16 13 - CONCRETE CURBS, GUTTERS AND SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section Includes: Provide concrete curbs and gutters, ramps, walkways as shown on the Drawings and as specified herein.

1.02 REFERENCE SPECIFICATIONS

A. Wherever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation, Standard Specifications, latest edition.

1.03 SUBMITTALS

A. Submit certificate of compliance indicating that the concrete complies with the specifications as Product Information submittals.

PART 2 PRODUCTS

2.01 CONCRETE

A. Comply with the Standards Specifications, Paragraph 73-1.01.

1. Cement: Type II Modified.
2. Provide air-entrainment of three percent with admixture conforming to ASTM C260.
3. Nominal size of large aggregate shall be 1-1/2” maximum.
4. Minimum strength of concrete shall be 3,500 psi at 28 days.
5. Maximum slump shall be 4”.

PART 3 EXECUTION

3.01 INSTALLATION

A. Comply with the Standard Specifications, Section 73, Paragraph 1.03 Construction, inclusive, except as modified in the plans and herein.

B. Unless shown otherwise on the Drawings, replace existing curbs and sidewalks in kind within the City of Berkeley right-of-way.

C. Adjust structures such as valve boxes, manhole frames and covers, and electrical vaults to grade after the curb and gutter or sidewalk has been constructed for a reasonable distance on all sides of the structure. Complete the concrete work after the structure is adjusted.

D. New concrete within the City of Berkeley right-of-way shall be colored with **1-1/2 pounds of lamp black per cubic yard**.

E. When installing concrete curbs, gutters, and sidewalks within the City of Berkeley right-of-way the Contractor shall provide continuous access and concrete protection by whatever means

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

necessary for the concrete until it dries. The Contractor shall replace any new concrete that is marked with graffiti before it dries at no additional cost to the City.

F. Control and expansion/construction joints shall be located and installed as indicated in the plans.

G. Concrete finish shall be as indicated in the plans.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Traffic striping and control markings on pavement, parking stall striping, and painted curbs.

1.02 RELATED DOCUMENTS

A. State of California, Department of Transportation (Caltrans), Standard Specifications and Manuals – Latest Edition:
   1. Section 84 Traffic Stripes and Pavement Markings.
   2. Traffic Manual Standard Drawings – Latest Edition.

B. State of California, Department of Transportation (Caltrans), Standard Test Methods:
   1. Calif. Test 669 Testing for Specification Compliance of Non-Reflective and Reflective Pavement Markers.

C. California Air Resources Board (CARB):
   1. CARB/VOC Permissible Content of Volatile Compounds (VOC in Paints)

D. CA Title 24 – ADA Pavement Markings

1.03 RELATED SECTIONS

A. Section 32 12 16, Asphalt Paving.

B. Section 32 16 13, Concrete Curbs, Gutter and Sidewalks.

1.04 SUBMITTALS

A. Shop Drawings: Submit drawings and diagrams and colors, indicating stripe width of roadway divider stripes and parking stalls, configuration and dimensions of directional arrows, style and size of letters for compact car and electric car, designations, configuration and dimension of international accessible symbol, where coating is applied by color section and enabling calculations of total square feet by color, and any other traffic control markings on pavement.

B. Color Samples: Submit manufacturer's color charts or sample drawdowns of colors to be applied.

C. Product Data: Submit manufacturer's Technical Data Sheets (TDS) and Safety Data Sheets (SDS of products being applied.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

D. Application Instructions/Rates: Submit manufacturer's application instructions/rates to achieve desired finished product dry mil thickness.

E. Maintenance Instructions: Submit maintenance and cleaning instructions.

F. Certificate of Compliance Certificate of Compliance: Submit evidence or affidavit, which certifies that paint to be used complies with latest CARB/VOC regulations.

PART 2 PRODUCTS

2.0 MATERIALS

A. Traffic Line Paint:
   1. Provide paint conforming to the requirements of Section 84-3 of the Caltrans Standard Specifications, white in color for traffic striping, parking stalls, and other control markings on pavement, yellow in color for other traffic control markings where indicated, blue in color for accessible parking stalls, red in color for curbs where no parking is indicated, white in color for curbs where passenger discharge and pickup is indicated.

B. Thermoplastic Traffic Stripes and Pavement Markings:
   1. All striping and pavement markings shall be Thermoplastic where indicated on Contract Drawings and conform to either State Specifications 8020-41G-19 or 8010-41G-21, including glass beads, conforming to the requirements of Section 84-2 of the Caltrans Standard Specifications.

C. Paint for parking stalls and ADA Striping shall be Waterborne, State Specification 8010 – 20B.

D. Curb paint

   1. Paint shall conform to the requirements in ASTM Designation: D 6628-01.
   2. Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation E 1710
   3. Paint type shall be Waterborne Traffic Line conforming to the requirements of Federal Specification TT-P-1952E.

E. Traffic Channelizer posts shall conform to CA MUTCD Section 3H.01. Each post shall have a minimum 2.25-inch diameter, be 42-inches tall and constructed of white PVC / polyethylene. Posts must have a minimum 3-inch by 12-inch retroreflective surface. Each post shall be equipped with an internal zinc-coated spring and mounted onto a rigid base designed for bolt/screw-in installation into asphalt. The posts shall be designed to withstand 60 mph impact while maintaining 360-degrees of flexibility.

F. Street Bond:
   1. Manufacturers
      a. Siplast (Irving TX) manufacturered pavement coating products.
         i. StreetBond SB120 Pavement Coating (Part A & B)
         ii. StreetBond Colorant
         iii. StreetBond Adhesive Promoter (for exposed stone in older asphalt)
         iv. StreetBond Sealer Concentrate

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2. Materials
    a. Asphalt Pavement Coating: A premium epoxy-modified, acrylic, waterborne coating designed for application on asphalt pavements receiving pedestrian traffic and minimal vehicular traffic. The coating shall be specially formulated to provide wear and crack resistance, color retention, adhesion, minimal water absorption and increased friction properties. Coating materials shall meet all local Volatile Organic Compounds (VOC) regulations.

        i. Coating Properties
            1. Solids by Volume: 54 - 61% (ASTM D2697)
            2. Solids by Weight: 71.5- 77.5% (ASTM D2369)
            3. Density: 14 lbs/gal (1.67 kg/l) (ASTM D1475)
            4. Drying Time: 1 – 4 hours at 77ºF (25°C) and 40% humidity (ASTM D5895)
            5. Taber Wear Abrasion Dry (H-10 wheel): 1.0g/1000 cycles after 1-day cure (ASTM D4060)
            6. Water Absorption: 3.5 – 6.5% (ASTM D471)
            7. Mandrel Bend: 1.0 – 1.5 inch (ASTM D522 - 93A)
            8. VOC Content: < 50 g/l
            9. Friction - Dry: 75 - 95 (ASTM E303)
            10. Permeance: 13.4 g/m^2/24hr/mmHg (52 mils) (ASTM D1653)

    b. Colorant: A highly concentrated, high quality, UV stable pigment blend designed to add color to the specified asphalt pavement coating.

    c. Adhesion Promoter: A liquid agent designed to enhance the adhesion fo the specified coating over surfaces with polished aggregates.

    d. Sealer Concentrate: A liquid sealer that is applied to a newly completed project to help seal coating and reduce dirt and tire pick-up.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Provide traffic striping and control markings on pavement and parking stalls in accordance with the layout, configurations, and dimensions indicated on the Contract Drawings and approved shop drawings. Prior to paint application, contractor shall coordinate a pre-application meeting with the owner to verify colors and their locations. Obtain approval from owner prior to paint application.

B. Paint application equipment shall conform to the requirements of the Caltrans Standard Specifications. Place markers in accordance with Section 85 of the Caltrans Standard Specifications.

C. All traffic striping, pavement markings (legend), and pavement markers removed shall be replaced except as modified in the Plans or as directed by the Engineer. Prior to replacement, the Contractor shall layout all striping patterns and marking locations by cat tracking or other suitable means for review and approval by the Engineer. Any striping and/or markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong location, shall be removed and replaced to the satisfaction of the Engineer at the

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Contractor's sole expense.

D. Surfaces which are to receive markings shall be thoroughly cleaned, free from loose materials and dry. Such areas shall be prepared by the Contractor to the satisfaction of the Engineer.

E. Any damage to existing or newly placed traffic striping due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

F. Traffic control markings and parking stalls shall be applied with the use of substantial cutout patterns and templates, or with striping equipment which applies straight, uniform width, sharp lines. Coverage of paint shall be thorough and complete in accordance with the paint manufacturer's instructions and recommendations.

G. Traffic control markings and parking stalls shall be sharp and accurate, straight where required, without fuzziness at edges of lines.

H. Accessible parking stalls shall include the International Accessibility Symbol.

I. Thermoplastic Traffic Stripe Application:

   a. Use a ribbon extrusion or screed type applicator to apply a thermoplastic traffic stripe.

   b. Operate the striping machine at a speed of 8 mph or slower during the application of thermoplastic traffic stripe and glass beads.

   c. Apply a thermoplastic traffic stripe at a rate of at least 0.38 pounds per foot of 4-inch wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.

   d. Apply a thermoplastic pavement marking at a rate of at least 1.06 pounds per square foot. The applied thermoplastic pavement marking must be at least 0.100 inch thick.

   e. Apply a thermoplastic traffic stripe and both types of glass beads in a single pass. Apply the thermoplastic 1st, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2 glass beads. Use 2 separate applicator guns for the glass beads, 1 applicator gun for each type of glass bead.

   f. Contractor may apply glass beads by hand methods on pavement markings.

   g. Distribute all glass beads uniformly on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 pounds per 100 square feet of stripe or marking. Apply AASHTO M 247, Type 2 glass beads at a rate of at least 8 pounds per 100 square feet of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 pounds per 100 square feet of stripe or marking.

J. Curb paint application shall consist of two separate coats of traffic pain of the appropriate color to the face and top of curb. Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

K. Street Bond Coating Application:

   a. Adhesion Promoter: For older asphalt with polished stone. Mix and apply according to manufacturer's instructions and allow to dry completely prior application of the first layer of coating. If the asphalt substrate is newer without exposed polished stone an adhesive

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

promoter is not needed.

b. Coating Application: Mix according to manufacturer instructions. Apply three (3) coats at the manufacturer specified rate of application to achieve a nominal dry mil thickness of 19 mils. Rough and/or porous asphalt surfaces may require an additional coat(s) to achieve desired dry mil thickness. Coating shall be applied by a heavy duty textured sprayer and back rolled, or roller, or brush applied according to the requirements published in the manufacturer's installer's guide. Allow each coat of material to dry before applying subsequent layers.

c. Sealer Concentrate: Mix according to manufacturer instructions and apply two (2) light coats using a low pressure handheld or backpack sprayer over coating application.

L. At completion, Contractor shall check the work thoroughly and shall touch-up traffic control markings and parking stalls which are not distinct or thorough in coverage, or which are not uniform in color.

3.02 FIELD QUALITY CONTROL

A. Perform tests in accordance with Caltrans Test 669 to verify compliance with Specification requirements.

B. Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet night visibility, the retroreflectivity must be a minimum of 700 millicandelas per square meter per lux for white stripes and markings and 500 millicandelas per square meter per lux for yellow stripes and markings. Test the retroreflectivity under ASTM E 1710. Have a reflectometer as described in ASTM E 1710 at the job site for making these measurements.

C. Thermoplastic traffic stripes and pavement markings with enhanced wet night visibility must consist of a single uniform layer of thermoplastic and 2 layers of glass beads as follows:

a. The first layer of glass beads must be on the Authorized Material List under high-performance retroreflective glass beads for use in thermoplastic traffic stripes and pavement markings. The color of the glass beads must match the color of the stripe or marking to which they are being applied.

b. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

D. Both types of glass beads must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

END OF SECTION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

SECTION 33 30 00 - SITE SANITARY SEWERAGE SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and install all solid wall pipe as indicated in the Drawings; and all appurtenant work, complete and operable, including all manholes, cleanouts, fittings and connections as shown on the Drawings and as specified herein.

B. Piping under existing pavement and retaining walls may be installed by jacking, boring or by hydraulic driving except as otherwise indicated in Drawings or directed. Use existing sleeves where applicable. At location where cutting is required make all cuts clean using power saws. Replace and restore all surfaces to original conditions, including grades and landscaping. Match restoration work with original work in every respect, including type, strength, texture and finish.

1.02 RELATED SECTIONS

A. Section 31 23 24 Trench Excavation and Backfill

1.03 REFERENCES

A. Commercial Standards:

ASTM A 48	Specification for Gray Iron Castings.
ASTM C 150	Specification for Portland Cement.
ASTM C 478	Specification for Precast Reinforced Concrete Manhole Sections.
ASTM D 3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM F 477	Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

1.04 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Submit plan and profile drawings for sewer connection showing pipe sizes, location, alignment of sewer service and elevations along with the details associated with the improvements, location of boring pits.

1.05 QUALITY ASSURANCE

A. Tests: All materials used in the manufacture of the pipe shall be tested in accordance with the requirements of the referenced standards as applicable.

B. All costs of such inspection and tests shall be borne by the Contractor.

C. The pipe shall be subjected to the specified hydrostatic strength tests, flexure tests, and crushing tests. The crushing tests shall be made on samples taken from the center of full-length sections of pipe.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

1.06 PROJECT CONTROLS

A. Interruption of Existing Sanitary Sewerage: Do not interrupt service to facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary service according to the requirements indicated:

1. Notify the Engineer no fewer than eleven (11) working days in advance of the proposed interruption of service.
2. Do not proceed with interruption of service without Engineer's written permission.
3. Submit plans to the Engineer showing rerouting of the temporary sanitary sewer service and obtain written approval from Engineer prior to proceeding with the work.

PART 2 PRODUCTS

2.01 GENERAL

A. All solid wall pipes shall be continuously and permanently marked in conformance with the appropriate ASTM.

B. The Contractor shall also require the manufacturer to mark the date of extrusion on the pipe.

C. Pipe shall be of the pipe pressure class as shown on the Drawings.

2.02 PIPE

A. HDPE DR 17 (125 PSI) ASTM F714, ASTM D3035, ANSI/AWWA C906

1. Sanitary sewer pipes shall be green colored. If not manufactured green, sanitary sewer pipes shall be wrapped with Christy ™ TA-33-PW21, 2" x thick green 10mil polywrap, or approved equal.

2.03 FITTINGS

A. All fittings including wyes and sanitary sewer lateral cleanouts for pipe shall conform to the requirements of ASTM D 2657, D3350, AND AWWA C906.

B. The strength class of the fittings shall be not less than the strength class of any adjoining pipe.

2.04 BEDDING MATERIAL

A. Unless otherwise specified or shown, all material used for pipe bedding shall conform to the requirements for bedding in Section 31 23 24 "Trench Excavation and Backfill".

2.05 FLEXIBLE COUPLINGS

A. Flexible couplings used for repairs shall be rubber, full-circle, clamp-on type conforming with ASTM C 425 and provided with 2 stainless steel band screw-clamps to secure the coupling tightly to entering and exiting pipes. All screw-clamp hardware shall be Type 304 or Type 316 stainless steel. Rubber material shall be suitable for use on sewage systems. Sanitary sewer connection at the building point of connections shall be made by using Calder Couplings or approved equal.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2.06 LATERAL CONNECTIONS TO SANITARY SEWER

A. Service lateral connections to new sewers shall be made with Wye fittings, installed as the sewer pipe is laid.

B. Service lateral connections to existing sewer lateral shall be made approved by the City of Berkeley Engineer.

PART 3 EXECUTION

3.01 GENERAL

A. All laying, jointing, testing for defects and for leakage shall be performed in the presence of the ENGINEER, and shall be subject to its approval before acceptance. All material found during the progress to have defects will be rejected and the CONTRACTOR shall promptly remove such defective materials from the site of the WORK.

3.02 TRENCHING AND BACKFILL

A. Trench excavation and backfill shall conform to the requirements of Section 312324 “Trench Excavation and Backfill” and as specified herein.

3.03 PIPE LAYING

A. The pipe shall be installed in conformance with the requirements of ASTM D 2321, as specified herein and as shown on the Drawings. The pipe sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position for connecting joints, the bedding for the pipe shall be checked for firmness and uniformity of surface.

B. Proper implements, tools, and facilities as recommended by the pipe manufacturer's printed instructions shall be provided and used by the CONTRACTOR for safe and efficient execution of the work. All pipe, fittings, and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

C. Cutting and machining of the pipe shall be accomplished in accordance with the pipe manufacturer's standard procedures for this operation. Pipe shall not be cut with a cold chisel, standard iron pipe cutter, nor any other method that may fracture the pipe or will produce ragged, uneven edges.

D. Installation of pipes in prepared trenches shall start at the lowest point, with the spigot ends pointing in the direction of flow.

E. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings in the pipe line shall be closed with water tight expandable type sewer plugs or test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

F. Adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the CONTRACTOR at its own expense.

G. Installation of Warning Tape shall be THOR ENTERPRISES, CALPICO, or equal. Tape to hold the wire in place shall be pipe wrap tape, 2 inches wide, 10 mil.

3.04 PIPE HANDLING

A. Handling of all pipe shall be done with care to insure that the pipe is not damaged in any manner during storage, transit, loading, unloading, and installation.

B. Pipe shall be inspected both prior to and after installation in the trench and all defective lengths shall be rejected and immediately removed from the working area.

3.05 FIELD JOINTING

A. Each pipe elastomeric-gasket joint shall be installed in conformance with the manufacturer's printed recommendations. Elastomeric Gaskets shall be conform to ASTM D3212.

B. The ring and the ring seat inside the bell shall be wiped clean before the gasket is inserted. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the ring to complete the joint.

C. The pipe shall not be deflected either vertically or horizontally in excess of the printed recommendations of the manufacturer.

D. When pipe laying is not in progress, the open ends of the pipe shall be closed to prevent trench water from entering pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe which has floated shall be removed from the trench, cleaned, and re-laid in an acceptable manner. No pipe shall be laid when, in the opinion of the ENGINEER, the trench conditions or weather are unsuitable for such work.

3.06 FITTINGS

A. All fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by acceptable means without damage to the fittings. Fittings shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.

3.07 SANITARY SEWER CLEANOUTS

A. Two-way Sanitary Sewer Clean outs on 4 inch sanitary sewer laterals shall be cast iron ANACO, Two-Way Combination Clean-out; American Brass and Iron; or equal. Sanitary sewer cleanouts on 6 inch and larger pipe shall be a combination Wye and 1/8th bend, ANACO; American Brass and Iron; or equal.

END OF SECTION

BIDDERS AND CONTRACTORS CHECKLIST

Items Required at Bid Opening: **2:00 PM, Thursday, December 17, 2026,** at City of Berkeley, Purchasing Manager's Office, Martin Luther King Jr. Civic Center, 2180 Milvia Street, Third Floor, Berkeley, CA 94704

Envelope A

- ☐ Bid Form (Document 00 4113)
- ☐ Bond Accompanying Bid (Document 00 4313)
- ☐ Bidder Registration and Experiencing Form (Document 00 4314)
- ☐ Subcontractor List (Document 00 4330)
- ☐ Non-Collusion Affidavit (Document 00 4519)
- ☐ Bidder Certification (Document 00 4546)
- ☐ Envelope B
- ☐ Statement of Qualifications for Construction Work (Document 00 4513)

Items Required after Notice of Intent to Award for Construction (Document 00 5100):

- ☐ Agreement (Document 00 5200)
- ☐ Construction Performance Bond (Document 00 6113.13)
- ☐ Construction Labor and Material Payment Bond (Document 00 6113.16)
- ☐ OPTIONAL - Escrow Agreement for Security Deposit in Lieu of Retention (Document 00 6290)
- ☐ Insurance Certificates with Endorsements (Document 00 7316)
- ☐ City of Contracting Policies (Document 00 6580)
  - ☐ Memorandum of Understanding
  - ☐ Workforce Composition Form (to be completed by Contractor and any Subcontractors who will do work valued at $3,000 or more)
  - ☐ Agreement for Change in Subcontractors (List all Subcontractors, Contractor to sign and date)
  - ☐ Nuclear Free Zone Disclosure Statement
  - ☐ Oppressive States Compliance Statement
  - ☐ Hardwood Disclosure Form
  - ☐ First Source Construction Agreement (for projects between $100,000 and $500,000)
  - ☐ Community Workforce Agreement, Agreement to be Bound (for projects over $500,000; to be completed by Contractor and any Subcontractors who will do work valued at $3,000 or more)
  - ☐ Certificate of Compliance with Equal Benefits Ordinance
  - ☐ Taxpayer Identification Report
  - ☐ Right to Audit Form
  - ☐ Sanctuary City Compliance Certificate
- ☐ Contractor's License
- ☐ City of Berkeley Business License
- ☐ Vendor Application Form (if not current City vendor)
- ☐ IRS Form I-9 (if not current City vendor)

Items Required During Construction:

- ☐ Progress Schedules and Submittals (Document 01 3230)
- ☐ Monthly Progress Payment Applications (Document 01 2000)
  - ☐ Weekly Certified Payroll Statements for period of Progress Payment Application
  - ☐ First Source Agreement OR Community Workforce Agreement Monthly Reports

Items Required Upon Completion of Project for Final Payment:

- ☐ Agreement and Release of Any and All Claims (Document 00 6530)
- ☐ Guaranty (Document 00 6536)
- ☐ Warranties (Document 01 7700)
- ☐ Closeout Submittals (Document 01 7800)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

City of Berkeley



Standard Details

May 2024

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

This Page Intentionally Blank

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Standard Details

Streets and Sidewalks

- ST-01 Microtrench Section
- Street Cross-Section for Utility Placement - 7597
- City Monument – 8090
- City Monument in Sidewalk – 8091
- Trench Excavation and Surface Restoration – 8136
- Concrete Flat Work General Notes – 8144
- Curb and Gutter – 8145
- Vertical Concrete Curb – 8146
- Rolled Curb – 8147
- Curb and Gutter Retrofit – 8148
- Valley Gutter – 8149
- Bus Pad – 8150
- Driveway – 8151
- Sidewalk Planting – 8152
- Sidewalk – 8153
- Sidewalk Underdrain – 8154
- City Monument Installation in Unpaved Surface – 8179
- Detailed Specification No. 20A - Concrete

Sanitary Sewer

- Shallow Precast Concrete Manhole – 6653
- Precast Manhole Eccentric Cone – 7895
- Manhole Frame and Cover Adjustment – 8193
- Manhole Frame and Cover Adjustment Lowering – 8194
- Sewer Lateral Repair – 8214

Storm Drainage

- Catch Basin with Curb Inlet – 6166
- Precast Manhole Eccentric Cone (See Sanitary Sewer Detail 7895)
- Manhole Frame and Cover Adjustment (See Sanitary Sewer Detail 8193)
- Manhole Frame and Cover Adjustment Lowering (See Sanitary Sewer Detail 8194)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Transportation

- Setting Parking Meter Post - 3524
- Parking Meter Post – 7556
- High Visibility Crosswalk – 8072
- Mid-Block Speed Table – 8208
- Mid-Block Raised Crosswalk 8209
- Accessible Parking Space Requirements
- Alternative Center Traffic Barrier
- Line of Sight Driveways/Intersections
- Parking and Driveway Design Standards
- Refuse Truck Turning Templates
- Traffic Circle
- Typical Traffic Circle Design

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

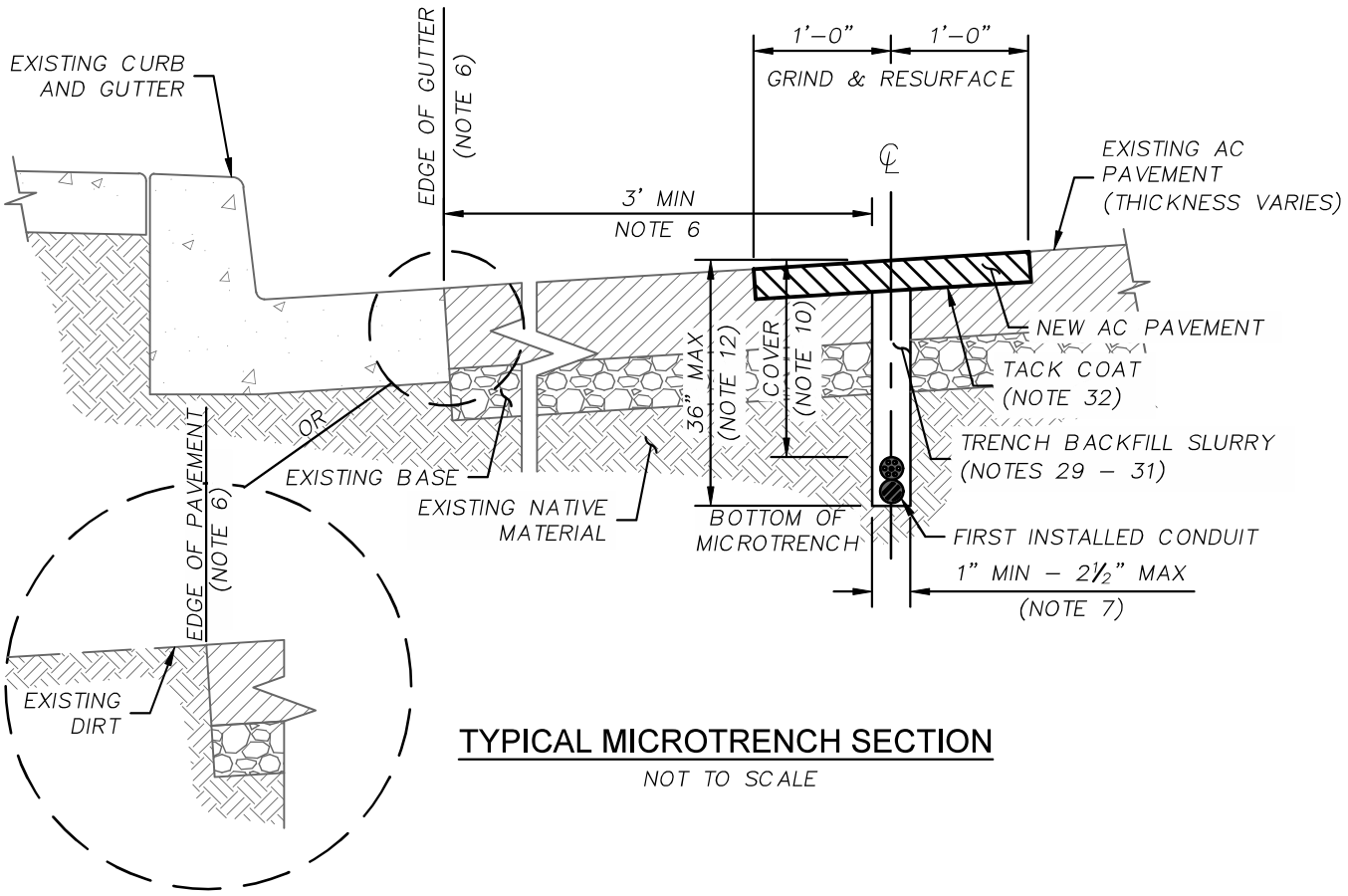
Public Works
Engineering Division

City of Berkeley

Standard Details

Streets and Sidewalks

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



TYPICAL MICROTRENCH SECTION

NOT TO SCALE

GENERAL NOTES

1. MICROTRENCH FOR FIBER OPTIC TELECOMMUNICATION FACILITIES MAY BE INSTALLED AS APPROVED BY THE CITY ENGINEER.

2. MICROTRENCHES SHALL BE INSTALLED WITHIN ASPHALT CONCRETE PAVED STREETS. MICROTRENCHES WITHIN CONCRETE PAVED STREETS AND SPECIAL PAVEMENT AREAS ARE NOT PERMITTED UNLESS APPROVED BY THE CITY ENGINEER. SPECIAL PAVEMENT AREAS INCLUDE, BUT ARE NOT LIMITED TO, BUS PADS, BULB–OUTS, RAISED CROSSWALKS, ISLANDS, ROUNDABOUTS, SPEED HUMPS, DECORATIVE OR STAMPED PAVEMENTS, AND OTHER SIMILAR FEATURES.

3. A MAXIMUM OF TWO (2) MICROTRENCH INSTALLATIONS ARE ALLOWED PER STREET AND SHALL BE INSTALLED ON OPPOSITE SIDES OF THE STREET. THIS DOES NOT INCLUDE LATERAL CROSSINGS.

4. MICROTRENCH SHALL ADHERE TO PAVING MORATORIUM REQUIREMENTS PER BMC SECTION 16.12.030.

5. DAMAGE TO EXISTING CONCRETE CURB, GUTTER, SIDEWALK, PAVEMENT, AND OTHER IMPROVEMENTS AS A RESULT OF MICROTRENCH ACTIVITIES SHALL BE REMOVED AND RESTORED IN–KIND AS DIRECTED BY THE CITY.

MICROTRENCH

6. MICROTRENCH SHALL BE LOCATED 3–FEET FROM THE LIP OF GUTTER OR EDGE OF PAVEMENT/FACE OF VERTICAL CURB WHEN NO GUTTER EXISTS. ANY MICROTRENCH LESS THAN 3–FEET FROM THE LIP OF GUTTER OR EDGE OF PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER.

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL MICROTRENCH SECTION

APPROVED:

RONALD A. NEVELS, RCE (62524)
CITY ENGINEER

05/10/24
DATE

WAHID A. AMIRI, RCE (70918)
DEPUTY PUBLIC WORKS DIRECTOR

05/10/24
DATE

DESIGN:
DRAWN:
CHECK:

DATE: 05/10/24

SCALE: N.T.S.

PLAN: ST–01

SHEET: 01 OF 03

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

7. MICROTRENCH WIDTH SHALL BE 1–INCH MINIMUM TO 2½–INCH MAXIMUM. MICROTRENCH WIDTHS GREATER THAN 2.5–INCHES REQUIRE APPROVAL FROM CITY ENGINEER.

8. MICROTRENCH CUTS SHALL HAVE THREE (3) MAXIMUM CUTS TO ACHIEVE A RADIAL BEND OR SWEEP.

9. MICROTRENCH CROSSINGS SHALL BE INSTALLED PERPENDICULAR TO THE STREET AND AT INTERVALS NO LESS THAN 300–FEET.

10. THE MINIMUM COVER FOR A MICROTRENCH LOCATED WITHIN A PAVED STREET OR PARKING LANE SHALL BE 12–INCHES ON RESIDENTIAL STREETS, 16–INCHES ON COLLECTOR STREETS, AND 23–INCHES ON ARTERIAL STREETS AS MEASURED FROM THE UPPER CONDUIT TO THE FINISHED GRADE SURFACE OF THE PAVED STREET OR PARKING LANE.

11. THE MINIMUM COVER FOR A MICROTRENCH LOCATED WITHIN A CONCRETE CURB, GUTTER, OR SIDEWALK SHALL BE 8–INCHES, AS MEASURED FROM THE UPPER CONDUIT TO THE BOTTOM OF CONCRETE.

12. THE MAXIMUM DEPTH OF A MICROTRENCH SHALL BE NO GREATER THAN 36–INCHES AS MEASURED FROM THE FINISHED GRADE SURFACE TO THE BOTTOM OF THE MICROTRENCH.

13. MICROTRENCH SHALL PROVIDE 5–FEET OF HORIZONTAL SEPARATION BETWEEN ANY EXISTING UTILITY ASSET (SANITARY SEWER MAIN, SANITARY SEWER LATERAL, WATER MAIN, FIRE HYDRANT, WATER SERVICE LATERAL, WATER METER, STORM INLET, STORM LINE, ETC.) AS MEASURED FROM THE OUTER EDGE OF THE MICROTRENCH CONDUIT TO THE OUTER EDGE OF THE EXISTING UTILITY ASSET.

14. ANY PROPOSED LOCATIONS NOT MEETING THE MINIMUM HORIZONTAL SEPARATION REQUIREMENTS BETWEEN THE MICROTRENCH CONDUIT AND EXISTING UTILITY ASSET SHALL BE CLEARLY IDENTIFIED ON PLANS. THE CITY MUST REVIEW AND APPROVE EACH SUCH OCCURRENCE PRIOR TO THE START OF CONSTRUCTION.

15. WHEN CROSSING A PUBLIC UTILITY ASSET, THE MICROTRENCH SHALL CROSS PERPENDICULAR TO THE PUBLIC UTILITY ASSET. CROSSINGS SHALL NOT BE LESS THAN 45–DEGREES.

16. PAVEMENT CUTS SHALL BE STRAIGHT AND CLEAN. TO FACILITATE STRAIGHT PAVEMENT CUTS, SPALLS AND POTHOLES WITHIN 12–INCHES OF THE MICROTRENCH SHALL BE REPAIRED PRIOR TO THE START OF CONSTRUCTION.

17. DURING MICROTRENCH EXCAVATION, SURFACE CUTTINGS AND GRINDINGS SHALL BE VACUUMED AND CLEANED WITH WATER. SHALL BE VACUUMED AND CLEANED WITH WATER. AFTER CLEANING WITH WATER, THE TRENCH SHALL BE DRIED WITH COMPRESSED AIR, FOLLOWED BY HOT AIR USING A BLOWPIPE.

18. IT IS THE RESPONSIBILITY OF THE MICROTRENCH UTILITY OWNER OR CONTRACTOR TO VERIFY THAT THE MINIMUM COVER, HORIZONTAL SEPARATION, VERTICAL CLEARANCE, AND MAXIMUM DEPTH CAN BE MAINTAINED WITHOUT CONFLICT TO ADJACENT EXISTING UTILITY ASSETS.

19. THE MICROTRENCH UTILITY OWNER OR CONTRACTOR SHALL IDENTIFY ALL EXISTING UTILITIES ASSETS, INCLUDING SERVICE CONNECTIONS IN THE FIELD. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A) AT 8–1–1 OR 1–800–422–4133 AT LEAST 48–HOURS PRIOR TO THE START OF CONSTRUCTION. THE MICROTRENCH UTILITY OWNER OR CONTRACTOR SHALL POTHOLE ALL CROSSING AND PARALLEL UTILITIES WITHIN 24–INCHES OF THE PROPOSED MICROTRENCH ALIGNMENT TO DETERMINE THE EXISTING UTILITY ASSET LOCATION AND DEPTH.

20. THE MICROTRENCH UTILITY OWNER OR CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING MICROTRENCH CONSTRUCTION ACTIVITIES WITH ANY POTENTIALLY AFFECTED EXISTING UTILITY ASSETS OWNERS.

21. MICROTRENCH UTILITY OWNER OR CONTRACTOR SHALL PROVIDE WRITTEN AUTHORIZATION FROM ALL EXISTING UTILITY ASSET OWNERS WITHIN 5–FEET OF THE PROPOSED MICROTRENCH ALIGNMENT PRIOR TO THE START OF CONSTRUCTION.

MICROTRENCH CONDUIT

22. CONDUIT SHALL BE 2–INCH (MAXIMUM) DIAMETER SCHEDULE 40 PVC/HDPE OR EQUIVALENT.

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
MICROTRENCH SECTION

APPROVED:

RONALD A. NEVELS, RCE (62524)
CITY ENGINEER — 05/10/24 DATE

WAHID A. AMIRI, RCE (70918)
DEPUTY PUBLIC WORKS DIRECTOR — 05/10/24 DATE

DESIGN: _____
DRAWN: _____
CHECK: _____

DATE: 05/10/24
SCALE: N.T.S.

PLAN: ST–01
SHEET: 02 OF 03

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

23. A MAXIMUM OF TWO (2) VERTICALLY STACKED CONDUITS SHALL BE PLACED WITHIN THE MICROTRENCH.

24. CONDUIT SHALL BE FIRMLY SECURED IN THE MICROTRENCH USING ANCHORS AND SPACERS TO PREVENT AIR GAPS BETWEEN THE CONDUIT/CABLE AND THE BOTTOM OF MICROTRENCH OR ANOTHER CONDUIT.

25. CONDUIT ANCHORS AND SPACERS SHALL BE PLACED AT 10–FOOT (MAX) INTERVALS ALONG THE CONDUIT TO ENSURE CONDUIT REMAINS AT REQUIRED DEPTHS DURING INSTALLATION AND BACKFILLING.

26. INSTALL FOLDED WARNING/IDENTIFICATION TAPE ALONG THE ENTIRE LENGTH OF THE CONDUIT.

27. MICROTRENCH SHALL BE IDENTIFIED WITH A CALLOUT ON THE PULL/JUNCTION BOX LID WITH THE NAME OF THE OWNER OF THE MICROTRENCH.

28. A CURB MARKER DISK (OPTIONAL) MAY BE ATTACHED TO THE TOP OF CURB TO PROVIDE WARNING OF SHALLOW CONDUIT.

MICROTRENCH BACKFILL

29. MICROTRENCH SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY (2,000 PSI MINIMUM) TO FINISHED GRADE.

30. MICROTRENCH UTILITY OWNER OR CONTRACTOR SHALL USE A VIBRATOR TO MINIMIZE VOIDS WITHIN THE SLURRY BACKFILL.

31. ALLOW SLURRY BACKFILL TO CURE A MINIMUM OF THREE (3) HOURS PRIOR TO OPENING THE STREET TO TRAFFIC AND PRIOR TO PERFORMING FINAL MICROTRENCH RESTORATION (SEE NOTES BELOW).

MICROTRENCH MILLING, RESURFACING, & RESTORATION

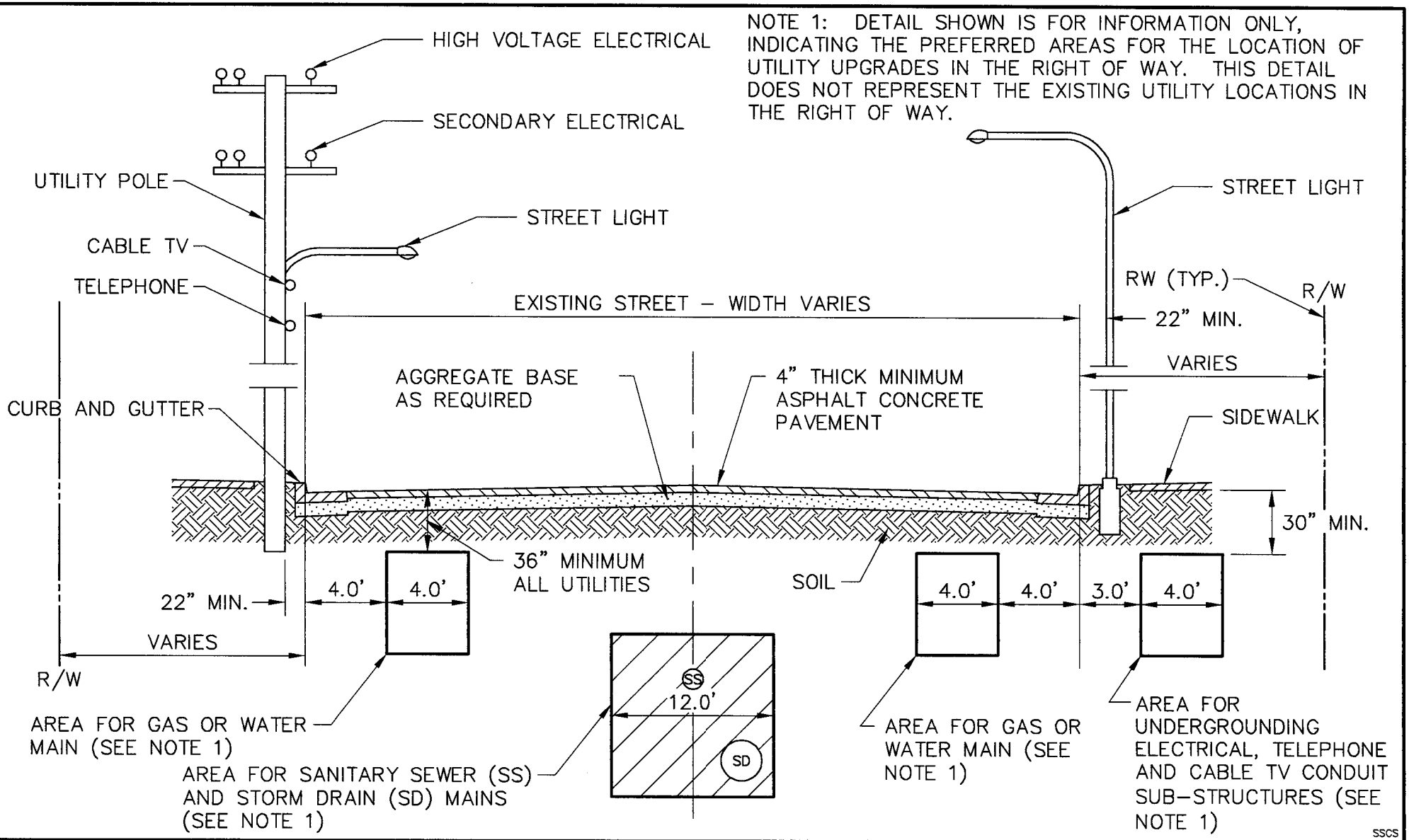
32. WITHIN SEVEN (7) DAYS OF PLACING THE SLURRY BACKFILL, THE SLURRY BACKFILL AND EXISTING PAVEMENT SHALL BE MILLED 12–INCHES (MINIMUM) ON EACH SIDE OF THE MICROTRENCH AT A DEPTH OF 4–INCHES. THE MILLED AREA SHALL BE CLEANED OF ALL DEBRIS, TACKED WITH AN ASPHALTIC EMULSION, AND RESURFACED WITH ½–INCH TYPE II AC.

33. MILL, RESURFACE, AND RESTORATION LIMITS SHALL EXTEND THE FULL WIDTH OF THE BIKE LANE WHEN MICROTRENCH INSTALLATION IS WITHIN A BIKE LANE.

34. RESTORE ALL EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS IN–KIND.

35. RESTORE CONCRETE SURFACES TO NEAREST SCORE LINE AND DOWEL INTO EXISTING CONCRETE.

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS		STANDARD DETAIL MICROTRENCH SECTION
APPROVED: RONALD A. NEVELS, RCE (62524) CITY ENGINEER	05/10/24 DATE	
WAHID A. AMIRI, RCE (70918) DEPUTY PUBLIC WORKS DIRECTOR	05/10/24 DATE	DESIGN: DRAWN: CHECK: DATE: 05/10/24 SCALE: N.T.S. PLAN: ST–01 SHEET: 03 OF 03



SSCS

STANDARD DETAIL

STREET CROSS-SECTION FOR UTILITY PLACEMENT

SUBMITTED: Herbert J. Lotter
SUPERVISING CIVIL ENGINEER
DATE: 1/20/00
R.C.E. 18005
EXP. 6/30/01

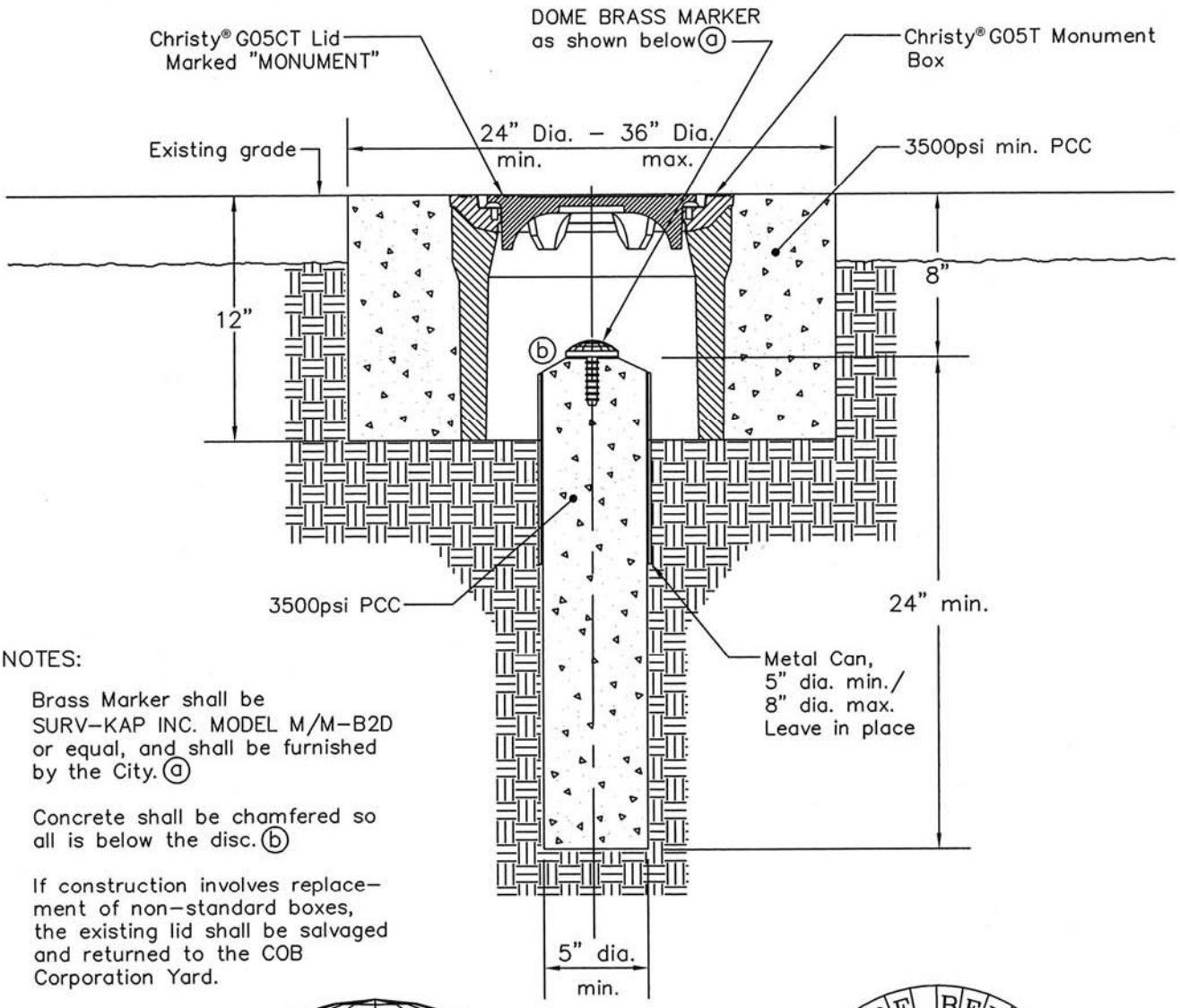
APPROVED:
MANAGER OF ENGINEERING
DATE: 1/20/00
R.C.E. 23818
EXP. 12/31/01

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HH
DRAWN: MS
CHECK:
DATE: 9/99
SCALE: NTS
BOOK:
PLAN: 7597
FILE: 20B-143

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

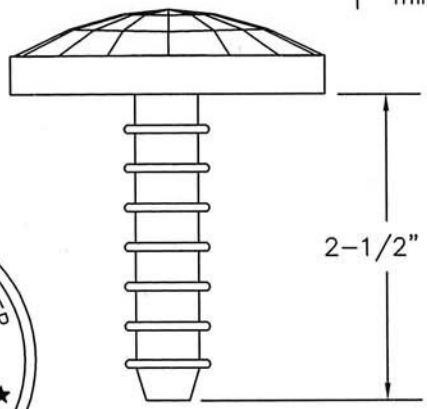


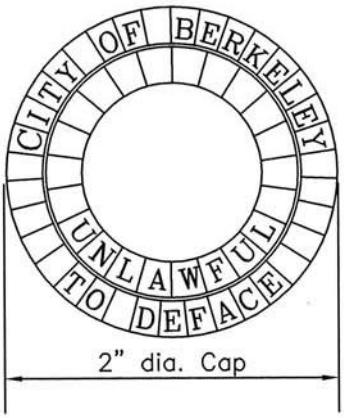
NOTES:

Brass Marker shall be SURV–KAP INC. MODEL M/M–B2D or equal, and shall be furnished by the City. ⓐ

Concrete shall be chamfered so all is below the disc. ⓑ

If construction involves replacement of non–standard boxes, the existing lid shall be salvaged and returned to the COB Corporation Yard.







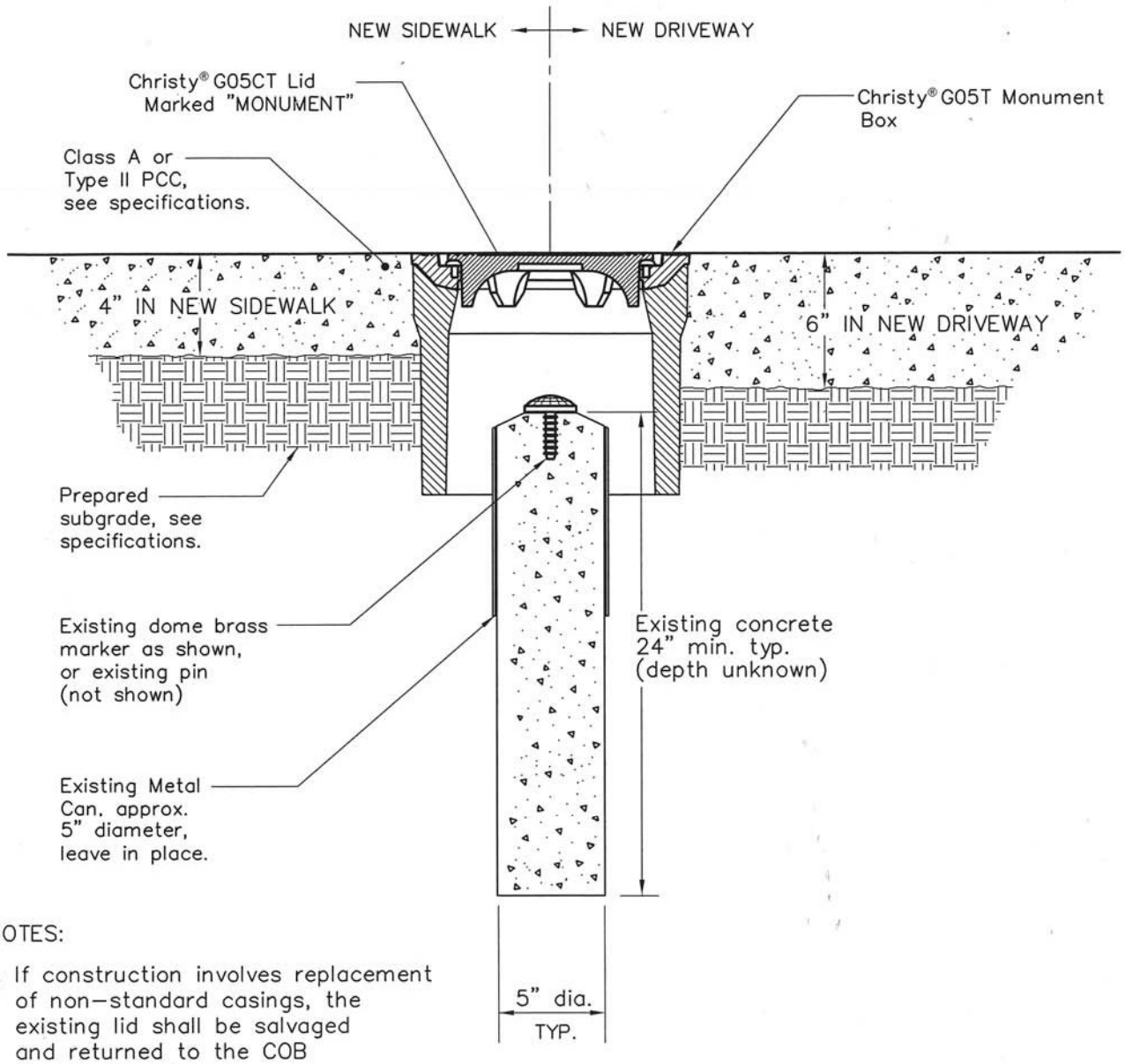
DOME BRASS MARKER

NOTE: This Drawing Supersedes COB Plan 7063, File: 20 B–120 MCT–12/2013

1	DOME BRASS MARKER TO BE FURNISHED BY THE CITY	DATE: 11/2010
2	REVISED DETAIL TO INCLUDE NEW STANDARD CHRISTY®G05T BOX & LID	DATE: 12/2013
3	UPDATE STANDARD SETTING AND REVISED TITLE BLOCK	DATE: 12/2015
4	REVISED STANDARD SETTING TO FULL CONCRETE COLLAR FLUSH w/EX. GRADE	DATE: 11/2017

DESIGN: MCT DRAWN: MCT CHECK: NAP	DATE: 11/2017 SCALE: N.T.S.	PLAN: 8090 FILE: 20–B–153	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: 11-17-17 CITY ENGINEER DATE:			STANDARD CITY MONUMENT

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



NOTES:

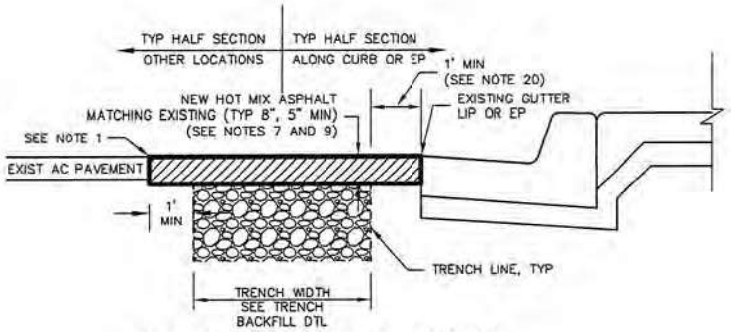
1. If construction involves replacement of non-standard casings, the existing lid shall be salvaged and returned to the COB Corporation Yard.

PROFESSIONAL ENGINEER
SEAN R. ROSE
C64314
EXP. 06/30/17
CIVIL
STATE OF CALIFORNIA

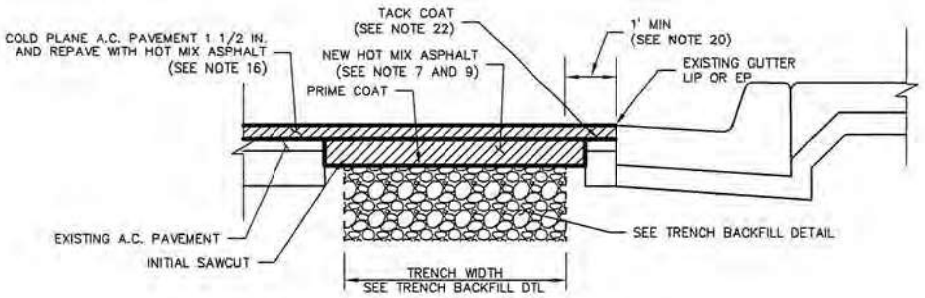
NOTE: This Drawing Supersedes COB Plan 7987, File: 20 B-150 MCT-12/2013

1	DOME BRASS MARKER TO BE FURNISHED BY THE CITY	DATE: 11/2010
2	REVISED DETAIL TO INCLUDE NEW STANDARD CHRISTY® G05T BOX & LID	DATE: 12/2013
3	UPDATE STANDARD SETTING AND REVISED TITLE BLOCK	DATE: 12/2015

DESIGN: EC/MCT DRAWN: EC/MCT CHECK: SRR	DATE: 12/2015 SCALE: N.T.S.	PLAN: 8091 FILE: 20-B-154	**CITY OF BERKELEY** **DEPARTMENT OF PUBLIC WORKS** **STANDARD DETAIL**
APPROVED: _____ 12/23/15 CITY ENGINEER DATE:			**CITY MONUMENT REHAB IN NEW SIDEWALK OR DRIVEWAY**

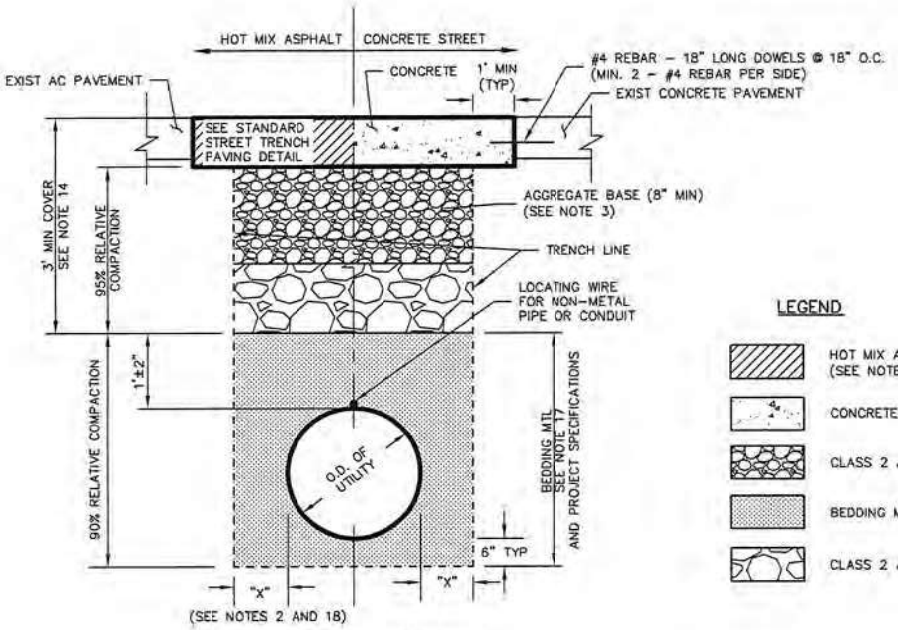


STANDARD STREET TRENCH PAVING DETAIL



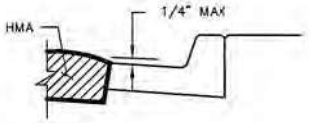
MORATORIUM STREET TRENCH PAVING DETAIL

(SEE NOTE 13 AND 16 FOR MORATORIUM STREETS)



TRENCH BACKFILL DETAIL

TYPICAL HALF SECTIONS



DETAIL A

GUTTER LIP PAVING

LEGEND

- HOT MIX ASPHALT (HMA) PAVING (SEE NOTE 9)
- CONCRETE PAVEMENT
- CLASS 2 AGGREGATE BASE (AB)
- BEDDING MATERIAL (SEE NOTE 17)
- CLASS 2 AGGREGATE BASE (AB)

STANDARD DETAIL
TRENCH EXCAVATION AND SURFACE RESTORATION

SUBMITTED: _____ DATE: 7/6/16
SUPERVISING CIVIL ENGINEER R.C.E. 64582

APPROVED: _____ DATE: 7/6/16
MANAGER OF ENGINEERING R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HEI
DRAWN: HEI
CHECK:

DATE: 06/2016
SCALE:
BOOK:

PLAN: 8136
FILE: 20-B-155
SHEET: 1 OF 2

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

NOTES:

1. TRENCH EXCAVATION IN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE CITY OF BERKELEY GENERAL REGULATIONS FOR TRENCH EXCAVATION AND SURFACE RESTORATION IN THE PUBLIC RIGHT OF WAY. CUT THROUGH THE FULL DEPTH OF EXISTING SURFACING TO A NEAT STRAIGHT LINE AT LEAST 1.0 FOOT OUTSIDE THE TRENCH LINE. RECUT PAVEMENT EDGES DAMAGED DURING CONSTRUCTION TO NEAT LINES PRIOR TO PAVING. APPLY PAINT BINDER (TACK COAT) TO ALL VERTICAL SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF CALTRANS STANDARD SPECIFICATIONS.
2. MINIMUM WIDTH OF TRENCH SHALL BE IN ACCORDANCE WITH THE DIMENSION SHOWN ON THE TRENCH BACKFILL DETAIL. DIMENSIONS "X" IS SHOWN BELOW FOR THE UTILITY "O.D."

UTILITY O.D.	"X" MIN
UNDER 1.0'	0.5'
1.0' TO 4.5'	1.0'
OVER 4.5'	2.0'

3. CLASS 2 AGGREGATE BASE (AB) SHALL BE INSTALLED IMMEDIATELY BELOW THE PAVEMENT SECTION TO BE REPLACED. THE AB QUALITY, GRADATION AND THE METHOD OF INSTALLATION SHALL BE IN CONFORMANCE WITH SECTION 26 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION. THE DEPTH OF THE AB SHALL BE IN ACCORDANCE WITH THE TRENCH BACKFILL DETAIL. 95% RELATIVE COMPACTION IS REQUIRED.
4. RELATIVE COMPACTION SHALL BE DETERMINED BY CALIFORNIA TEST NUMBER 231 (NUCLEAR GAUGE) OR APPROVED EQUAL. PERMITTEE SHALL ARRANGE AND PAY FOR THE TEST FOR RELATIVE COMPACTION WHEN ORDERED BY THE ENGINEER. THE TEST SHALL BE PERFORMED BY A QUALIFIED MATERIAL TESTING LABORATORY AND TEST RESULTS BE SUBMITTED TO ENGINEERING FORTY-EIGHT (48) HOURS IN ADVANCE OF PERMANENT PAVING OPERATION.
5. PERMITTEE SHALL PLACE TEMPORARY BITUMINOUS RESURFACING TWO (2) INCHES IN THICKNESS OVER THE COMPACTED BACKFILL AREAS. GREATER THICKNESS MAY BE REQUIRED FOR MAJOR INTERSECTIONS AND OTHER CRITICAL AREAS BY THE ENGINEER AS NECESSARY. STEEL PLATES MAY BE USED AS AN ALTERNATIVE IF APPROVED BY ENGINEER.
6. TEMPORARY BITUMINOUS RESURFACING (CUT-BACK) SHALL BE MECHANICALLY COMPACTED IN PLACE TO A UNIFORM, EVEN SURFACE AND SHALL BE TRUE TO STREET GRADE AND CROSS SECTION. THE PERMITTEE SHALL REGULARLY INSPECT AND MAINTAIN THE TEMPORARY BITUMINOUS RESURFACING UNTIL THE EXCAVATION IS PERMANENTLY PAVED. THE SURFACING SHALL NOT VARY TO MORE THEN 1/2" FROM THE EDGE OF A 10 FOOT STRAIGHT EDGE. UPON NOTIFICATION, THE PERMITTEE SHALL CORRECT THE SURFACE DEFICIENCY WITHIN 48 HOURS. LOOSE ROCKS AND OTHER DEBRIS GENERATED FROM TEMPORARY RESURFACING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE WORKSITE.
7. TEMPORARY BITUMINOUS RESURFACING SHALL BE REMOVED BEFORE PLACEMENT OF FINAL PAVING. FINAL PAVING SHALL BE MINIMUM FIVE (5) INCHES THICK OR SAME AS THE EXISTING PAVEMENT, WHICHEVER IS GREATER. THE PAVEMENT SHALL BE PLACED ON UNDISTURBED PREVIOUSLY COMPACTED BACKFILL AREAS.
8. PAVEMENT OUTSIDE OF THE FINAL CUT LINE DAMAGED BY THE PERMITTEE'S OPERATIONS SHALL BE REMOVED BY SAW-CUTTING IN LINES PERPENDICULAR OR PARALLEL TO THE ORIGINAL TRENCH LINES. NO DIAGONAL CUTS WILL BE PERMITTED.
9. HOT MIX ASPHALT (HMA) SHALL BE TYPE A IN CONFORMANCE WITH SECTION 39 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS, UNLESS OTHER WISE SPECIFIED IN THE ENCROACHMENT PERMIT CONDITIONS OR AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT. HMA SHALL BE COMPACTED TO 95% RELATIVE COMPACTION.
10. THE TOP 1 1/2" OF HMA SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 1/2" UNLESS OTHERWISE SPECIFIED. THE HMA BENEATH THE TOP LAYER SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".
11. UPON COMPLETION OF PAVING OPERATIONS THE PERMITTEE SHALL IMMEDIATELY REPLACE ALL PAVEMENT MARKING AND TRAFFIC STRIPING DAMAGED OR REMOVED BY HIS OPERATIONS. PAVEMENT MARKINGS AND TRAFFIC STRIPINGS SHALL BE REPLACED IN KIND OR WITH SUBSTITUTE MATERIAL APPROVED BY THE ENGINEER.
12. WHEN ANY PORTION OF THE CURB AT A LEGAL PEDESTRIAN CROSSWALK OR ANY PORTION OF THE SIDEWALK IN IMMEDIATE CONTACT WITH SUCH CURB IS REMOVED BY THE PERMITTEE OPERATIONS, THE PERMITTEE SHALL CONSTRUCT, AS PART OF HIS REPLACEMENT OPERATIONS, A CURB RAMP AS SHOWN IN CITY OF BERKELEY STANDARD DETAIL NO. 6780.
13. EXCAVATION ON STREETS RECONSTRUCTED OR RESURFACED WITHIN THE LAST 5 YEARS WILL NOT BE PERMITTED EXCEPT FOR CONDITIONS ENUMERATED IN THE CITY OF BERKELEY GENERAL REGULATIONS AND FOR TRENCH EXCAVATION AND SURFACE RESTORATION IN THE PUBLIC RIGHT OF WAY.
14. MINIMUM COVER OVER UTILITIES IS GOVERNED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION. UTILITY OWNERS SHALL CONSIDER PLACING THEIR UTILITY LINE AT A GREATER DEPTH TO AVOID FUTURE RELOCATION DUE TO STREET/ROAD RECONSTRUCTION. THE INCREASED DEPTH SHOULD INCLUDE SUFFICIENT CLEARANCE BETWEEN THE UTILITY AND PAVEMENT STRUCTURAL SECTION UPGRADE TO PREVENT DAMAGE BY CONSTRUCTION EQUIPMENT. THE PUBLIC WORKS DEPARTMENT RECOMMENDS A MINIMUM OF 36 INCHES OF COVER BELOW THE PAVEMENT SURFACE IN ROADWAYS AND 24 INCHES BELOW FINISH GRADE IN SIDEWALKS AND OTHER PUBLIC RIGHT OF WAY.
15. RESTORATION OF THE TRENCH EXCAVATION ON CALTRANS RIGHT OF WAY (SAN PABLO AVE., ASHBY AVE., AND TUNNEL RD.) SHALL BE IN ACCORDANCE WITH CALTRANS ENCROACHMENT PERMIT.
16. RESTORE PAVEMENT AS FOLLOWS: FOR TRENCHES PARALLEL WITH THE CENTERLINE OF THE STREET, COLD PLANE AND REPAVE THE LANE IN WHICH THE TRENCH LIES. FOR TRANSVERSE TRENCHES, COLD PLANE AND REPAVE 1/2 LANE WIDTH ON EACH SIDE OF THE TRENCH. FOR BELL HOLES, COLD GRIND AND PAVE 1 LANE WIDTH ON EACH SIDE OF THE EXCAVATION. PRIOR TO COLD PLANING, THE TRENCH SHALL BE PAVED IN 3 INCH MAXIMUM LIFTS TO THE ORIGINAL SURFACE GRADES OR TO WITHIN 1 1/2 INCHES OF THE EXISTING SURFACE. IF THE CONTRACTOR ELECTS TO PAVE WITHIN 1 1/2 INCHES OF THE EXISTING SURFACE, THE REMAINING 1 1/2 INCHES MUST BE PAVED WITH CUT BACK ASPHALT UNTIL THE SURFACE IS PLANED. FINAL PAVING SHALL COMMENCE WITHIN 3 DAYS AFTER COLD GRINDING. ALL LOOSE MATERIAL SHALL BE REMOVED FROM THE AREA TO BE REPAVED PRIOR TO REPAVING.
17. BEDDING MATERIAL SHALL BE CLASS 2 AB OR CRUSHED ROCK PER 2015 GREENBOOK, TABLE 200-1.2.1(A), 3/4" SIEVE SIZE. ALTERNATIVE MATERIALS SHALL BE APPROVED BY THE PUBLIC WORKS DEPARTMENT. IN NO CASE SHALL "PEA" GRAVEL BE ALLOWED. A MAXIMUM OF 6 INCHES OF SAND MAY BE USED AS A BEDDING MATERIAL FOR COMMUNICATION, GAS AND ELECTRIC CONDUITS ONLY.
18. FOR GAS, ELECTRIC AND COMMUNICATION CONDUITS WITH AN OUTSIDE DIAMETER EQUAL TO OR LESS THAN 4 INCHES, THE TRENCH WIDTH MAY BE REDUCED TO NO LESS THAN 12 INCHES.
19. UNSUITABLE NATIVE MATERIAL SHALL BE EXCAVATED BELOW THE LIMIT OF EXCAVATION AND REPLACED WITH SUITABLE BACKFILL MATERIAL WHEN DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
20. WHERE THE TRENCH PARALLELS CURB AND THE NEAREST TRENCH LINE IS LESS THAN 3 FEET FROM THE GUTTER LIP, ALL EXISTING HMA SHALL BE REPLACED TO THE GUTTER LIP.
21. SLURRY CEMENT BACKFILL SHALL COMPLY WITH SECTION 19-3.02E OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.
22. APPLY PAINT BINDER (TACK COAT) TO ALL EXISTING AC AND CONCRETE SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
TRENCH EXCAVATION AND SURFACE RESTORATION

SUBMITTED: _____ DATE: 7/6/16
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: _____ DATE: 7/6/16
MANAGER OF ENGINEERING — R.C.E. 66014

DESIGN: HEI | DRAWN: HEI | CHECK: _____
DATE: 06/2016 | SCALE: _____ | BOOK: _____
PLAN: 8136 | FILE: 20-B-155 | SHEET: 2 OF 2

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

GENERAL NOTES FOR CONCRETE FLAT WORK

1. CURB RAMPS SHALL CONFORM TO THE LATEST EDITION AND REVISED STANDARD PLAN (RSP) OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS AND STANDARD PLAN A88A AND A88B.

2. PORTLAND CEMENT CONCRETE FOR SIDEWALK, CURB, DRIVEWAY, GUTTER AND VALLEY GUTTER SHALL BE MINOR CONCRETE CONFORMING TO THE REQUIREMENTS OF SECTION 90-2 "MINOR CONCRETE" OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS. NO BAGGED MIX IS PERMITTED.

3. BUS PAD CONCRETE SHALL BE DESIGNED WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AND SHALL BE SAMPLED (3 CYLINDERS REQ'D) AND TESTED.

4. EXISTING SUBGRADE SURFACE SHALL BE RE-GRADED (IF NECESSARY) AND RE-COMPACTED (MIN 95% RELATIVE COMPACTION) TO CONFORM TO THE GRADES SHOWN ON THE PLANS.

5. NEW CONCRETE WORK SHALL MATCH EXISTING IN FINISH, SCORE PATTERN, AND COLOR, OR AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
   a) ROSE COLORED CONCRETE SHALL CONTAIN 6 POUNDS OF DAVIS #160 (ROSE) PER CUBIC YARD.
   b) ALL OTHER CONCRETE SHALL CONTAIN 1.5 POUND OF LAMPBLACK PER CUBIC YARD.

6. NO ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF THE ENGINEER.

7. CURBS, SIDEWALKS, DRIVEWAYS, AND CURB RAMPS SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN 3 DAYS AFTER PLACING CONCRETE. CONCRETE SHALL BE ALLOWED TO CURE FOR AT LEAST 48 HOURS PRIOR TO BACKFILLING.

8. MAXIMUM SLUMP OF FRESH CONCRETE PERMITTED IN THESE ITEMS SHALL BE 4 INCHES. SLUMP SHALL BE DETERMINED BY EITHER ASTM C-143 OR CALIFORNIA TEST METHOD NO. 520 AT THE ENGINEER'S DISCRETION. CONCRETE SHALL BE TRANSPORTED IN TRUCK MIXERS OR AGITATORS AND DISCHARGED WITHIN 70 MINUTES OF LEAVING THE PLANT.

9. WEAKENED PLANE JOINTS AT LEAST 1-1/2 INCHES DEEP AND 1/8 INCHES WIDE SHALL BE PLACED AT 10 FEET MAXIMUM SPACING.

10. EXPANSION JOINT FILLER FOR CONCRETE (BITUMINOUS TYPE) MUST BE IN COMPLIANCE WITH ASTM D 994.

11. ALL NEW CURB, SIDEWALK, VALLEY GUTTER AND DRIVEWAYS CONSTRUCTED ADJACENT TO EXISTING CONCRETE CURB OR SIDEWALK SHALL BE DOWELLED TO THE EXISTING CONCRETE. THE DOWELS SHALL BE #4 REBAR, 18 INCHES LONG AT 18 INCHES MAXIMUM SPACING. DOWELS SHALL BE EMBEDDED A MINIMUM OF 8-INCHES IN A 5/8 INCH DRILLED HOLE (EXIST. CONC.).

12. SIDEWALK SHALL BE CONSTRUCTED WITH EXPANSION JOINTS AT EACH BEGINNING OF CURVE (BC) AND END OF CURVE (EC).

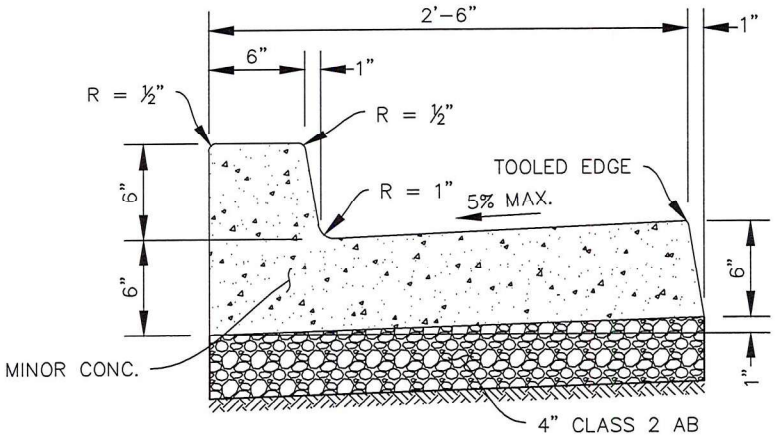
13. CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS SHALL BE GIVEN A MEDIAN BROOM FINISH. THE SURFACE SHALL FIRST BE GIVEN A FLOATED FINISH AND FINAL TROWELING SHALL BE DONE WITH A STEEL TROWEL. THE FINISHED SURFACE SHALL BE FREE OF ALL TROWEL MARKS AND SHALL BE UNIFORM IN TEXTURE AND APPEARANCE, BROOM TEXTURE SHALL BE IN THE LONGITUDINAL DIRECTION.

14. CLASS 2 AGGREGATE BASE (CL 2 AB) SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION) AND SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% RELATIVE COMPACTION.

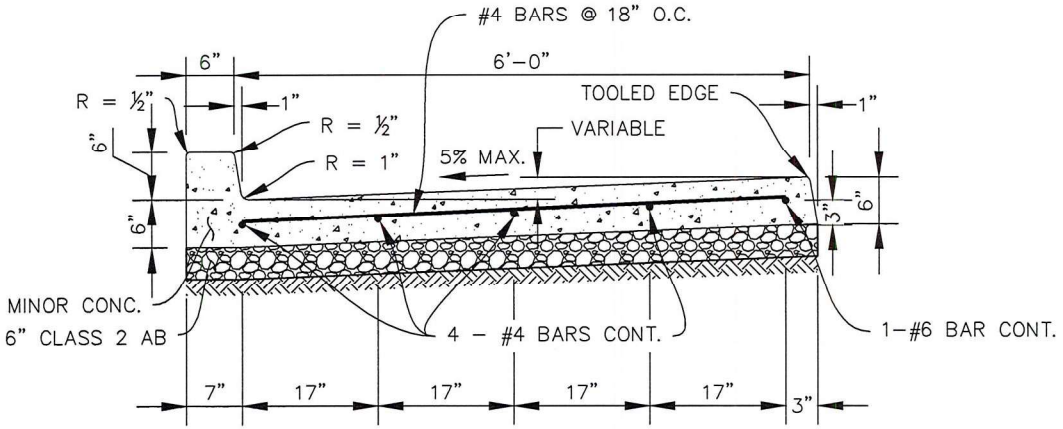
15. EXISTING ASPHALT CONCRETE SHALL BE SAWCUT, REMOVED AND RECONSTRUCTED FOR A MINIMUM OF 2-FEET WITHIN EDGES OF CONCRETE WORK. HOT MIX ASPHALT SHALL BE A MINIMUM THICKNESS OF 8" AND CL 2 AB SHALL MATCH EXISTING THICKNESS. AS APPROVED BY THE CITY ENGINEER. SEE PLAN 8148 "CURB AND GUTTER RETROFIT" FOR ADDITIONAL REQUIREMENTS.

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS			STANDARD DETAIL CONCRETE WORK NOTES		
SUBMITTED: D Donahue SUPERVISING CIVIL ENGINEER	DATE: 2/27/17 R.C.E. 64582				
APPROVED: MANAGER OF ENGINEERING	DATE: 2/28/17 R.C.E. 66014	DESIGN: HEI DRAWN: HEI CHECK: MS	DATE: 01/26/17 SCALE: N.T.S. BOOK:	PLAN: 8144 FILE: 20B-156 SHEET: 1 OF 1	

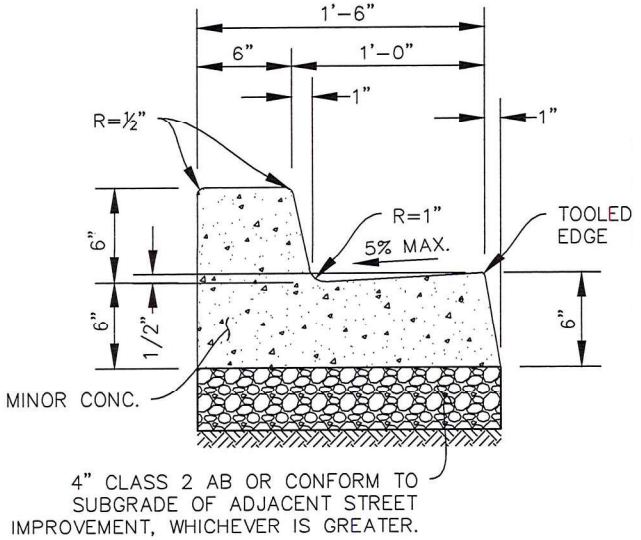
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



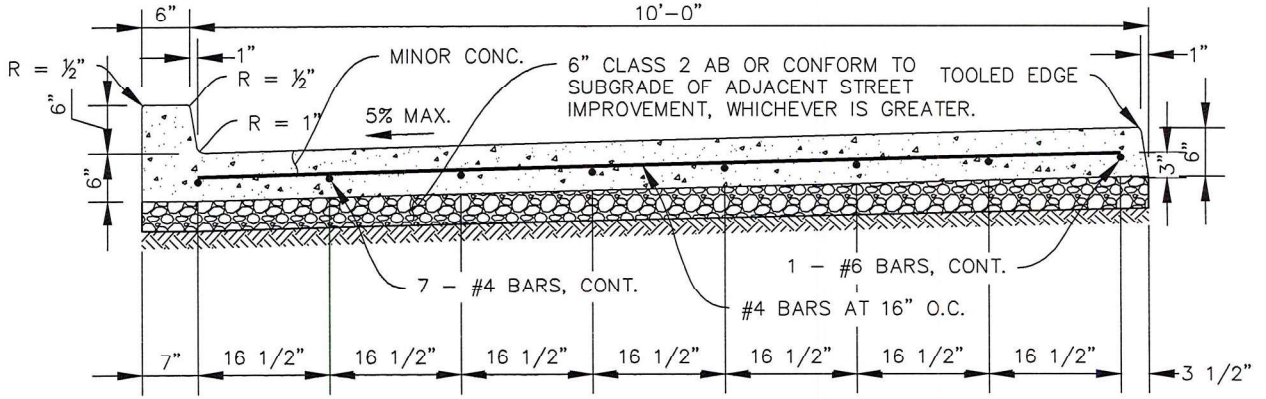
STANDARD CURB AND GUTTER DETAIL



CURB AND 6 FOOT GUTTER DETAIL



CURB AND 1 FOOT GUTTER DETAIL



CURB AND 10 FOOT GUTTER DETAIL

NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
CURB AND GUTTER

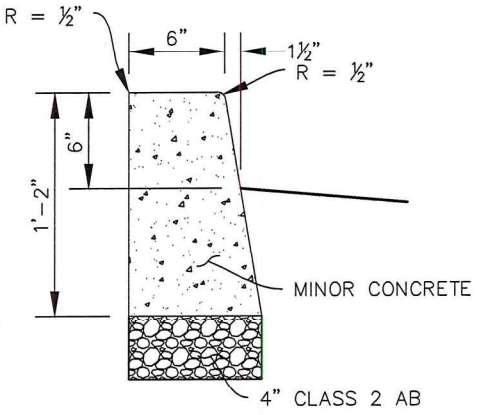
SUBMITTED: Don Ruby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 66014

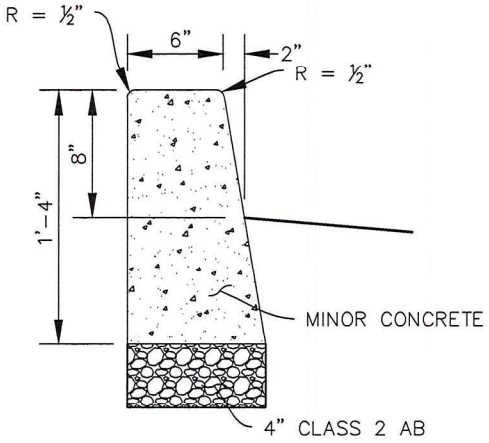
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN:	HEI	DATE:	01/26/17	PLAN:	8145
DRAWN:	HEI	SCALE:	N.T.S.	FILE:	20B–157
CHECK:	MS	BOOK:		SHEET:	1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



STANDARD 6" VERTICAL CURB DETAIL



STANDARD 8" VERTICAL CURB DETAIL

NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
VERTICAL CONCRETE CURB

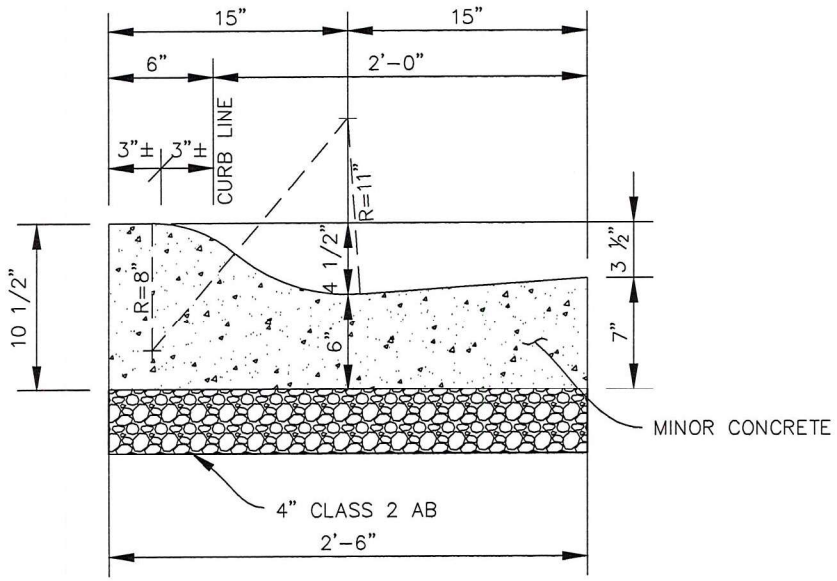
SUBMITTED: Dan Zerby — SUPERVISING CIVIL ENGINEER — DATE: 2/27/17 — R.C.E. 64582

APPROVED: — MANAGER OF ENGINEERING — DATE: 2/28/17 — R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN:	HEI	DATE:	01/26/17	PLAN:	8146
DRAWN:	HEI	SCALE:	N.T.S.	FILE:	20B-158
CHECK:	MS	BOOK:		SHEET:	1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



ROLL TYPE DETAIL

NOTE:
1. TO BE USED ONLY WITH SPECIAL PERMISSION FROM THE CITY ENGINEER.
2. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
ROLLED CURB

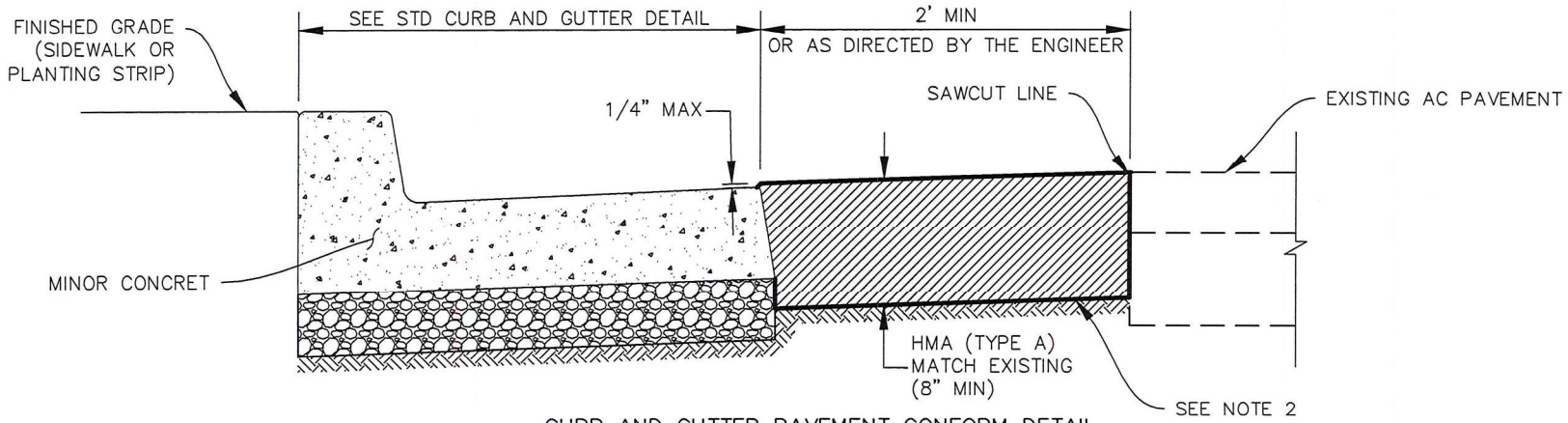
SUBMITTED: Don Irby — SUPERVISING CIVIL ENGINEER — DATE: 2/27/17 — R.C.E. 64582

APPROVED: — MANAGER OF ENGINEERING — DATE: 2/28/17 — R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HEI	DATE: 01/26/17	PLAN: 8147
DRAWN: HEI	SCALE: N.T.S.	FILE: 20B-159
CHECK: MS	BOOK:	SHEET: 1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



CURB AND GUTTER PAVEMENT CONFORM DETAIL

NOTES:
1. PAVEMENT CONFORM SHALL BE PAVED IN 2 INCH MAXIMUM LIFTS.
2. APPLY ASPHALTIC EMULSION PAINT BINDER (TACK COAT) TO ALL EXISTING AC AND CONCRETE SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.
3. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
CURB AND GUTTER RETROFIT

SUBMITTED: Dan Irby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 66014

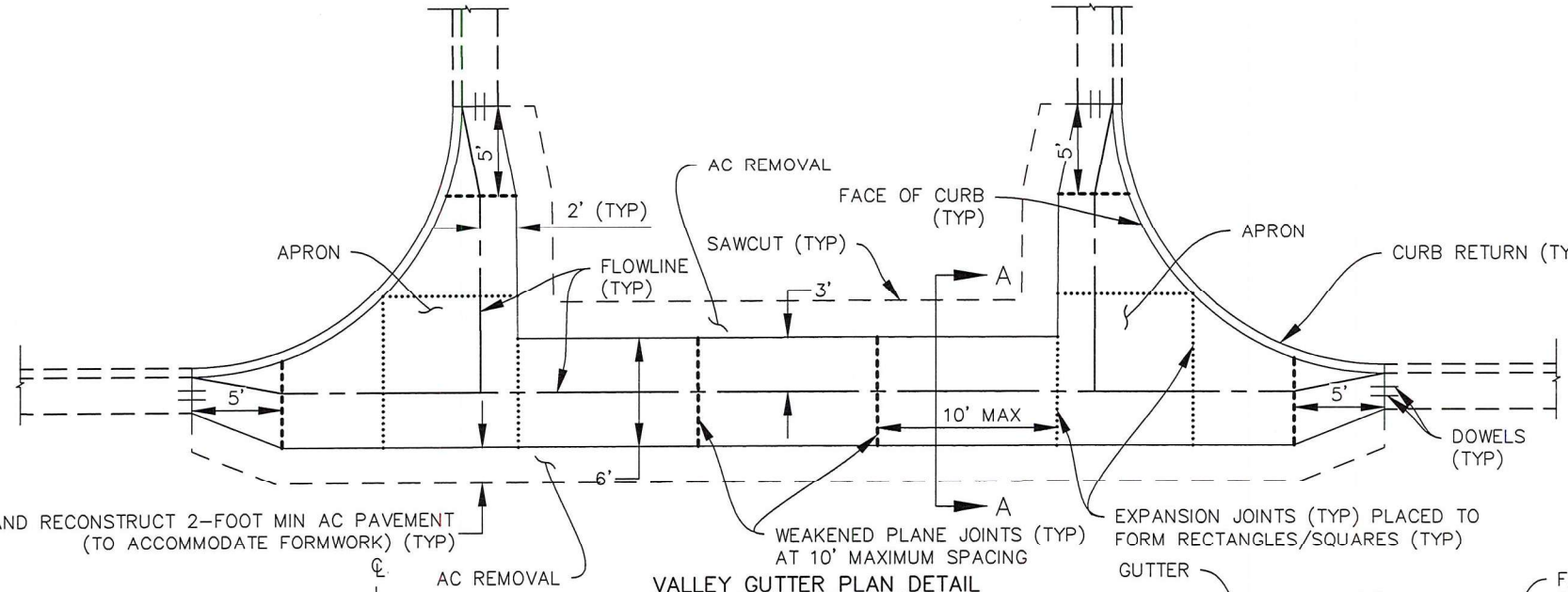
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HEI
DRAWN: HEI
CHECK: MS

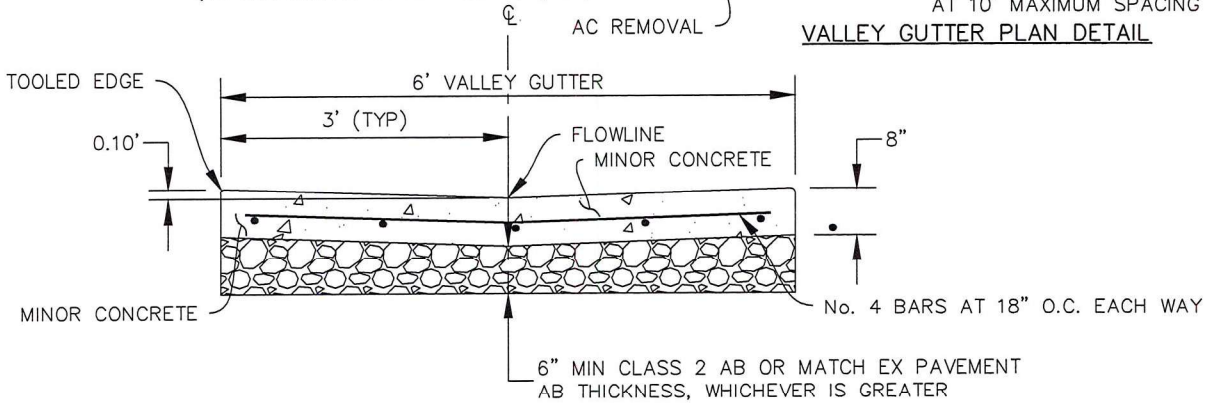
DATE: 01/26/17
SCALE: N.T.S.
BOOK:

PLAN: 8148
FILE: 20B-160
SHEET: 1 OF 1

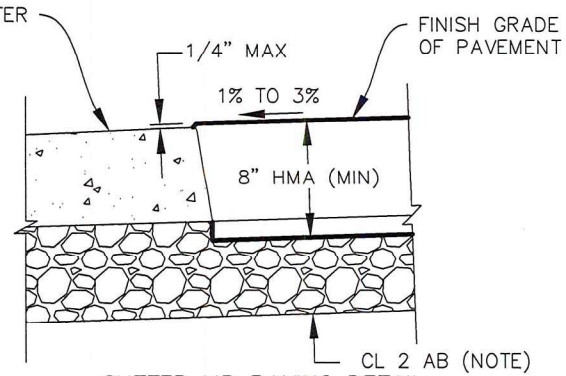
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



VALLEY GUTTER PLAN DETAIL



SECTION A-A



GUTTER LIP PAVING DETAIL

NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

NOTE:
1. PAVEMENT SECTION SHALL BE AS APPROVED BY THE CITY ENGINEER. LAYERS SHALL NOT BE LESS THAN THE EXISTING THICKNESS.

STANDARD DETAIL
VALLEY GUTTER

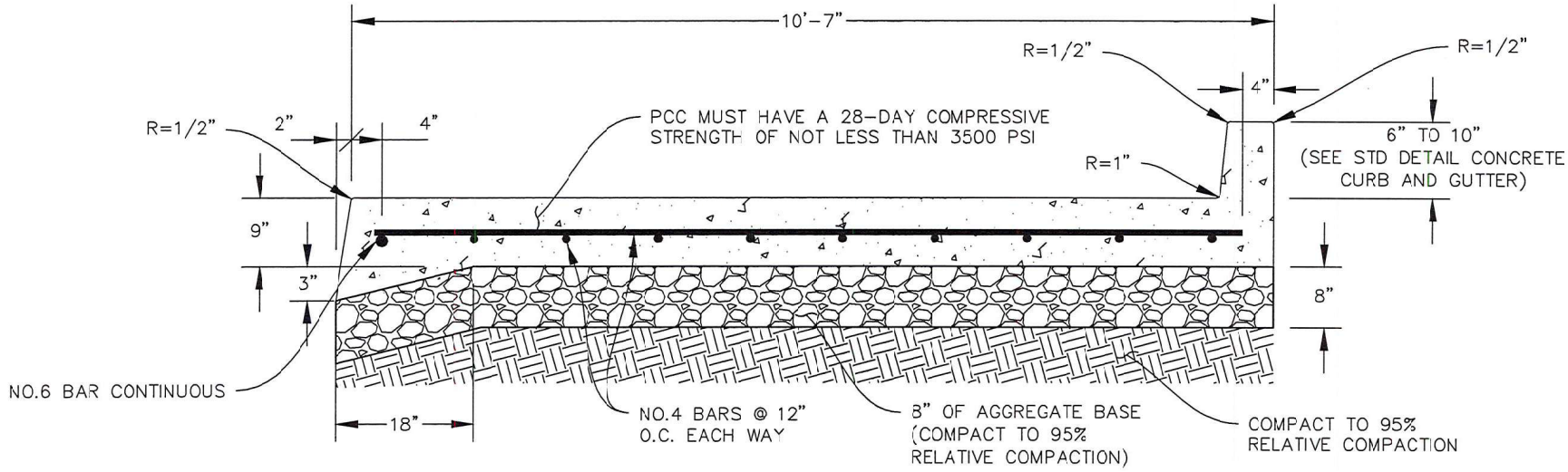
SUBMITTED: Dan Ruby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HEI	DATE: 01/26/17	PLAN: 8149
DRAWN: HEI	SCALE: N.T.S.	FILE: 20B-161
CHECK: MS	BOOK:	SHEET: 1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



BUS PAD DETAIL

NOTES:

1. ALL FREE EDGES OF BUS PAD TO BE THICKENED AND REINFORCED WITH A #6 BAR.
2. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED A 1/2" RADIUS.
3. CONSTRUCT TRANSVERSE WEAKENED-PLANE JOINTS IN BUS PAD PAVEMENT AT APPROXIMATELY 10' INTERVALS.
4. CONSTRUCT TRANSVERSE WEAKENED-PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB, CURB AND GUTTER CONSTRUCTION JOINTS AND WEAKENED-PLANE JOINTS.
5. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
BUS PAD

SUBMITTED: Don Erby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 66014

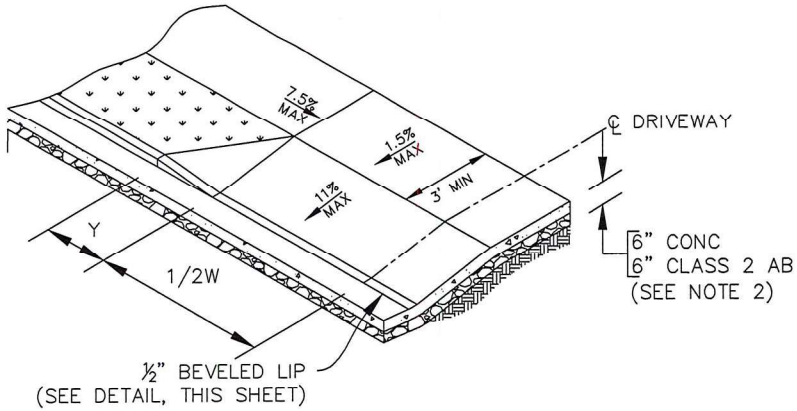
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: HEI
DRAWN: HEI
CHECK: MS

DATE: 01/26/17
SCALE: N.T.S.
BOOK:

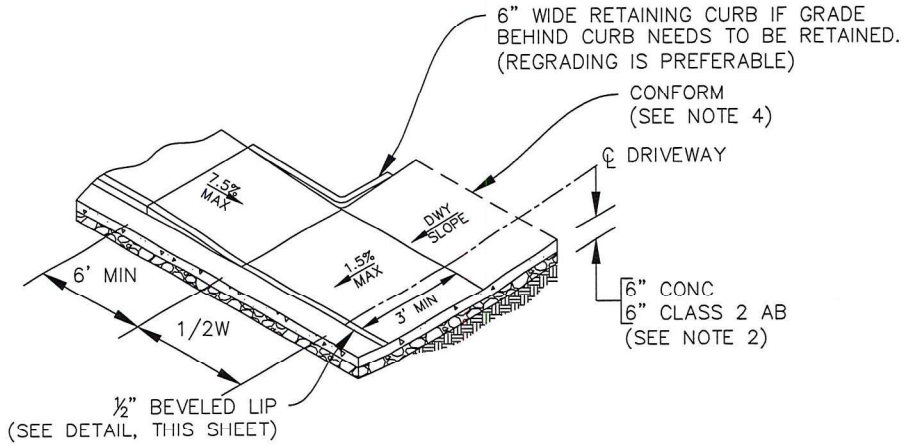
PLAN: 8150
FILE: 20B-162
SHEET: 1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

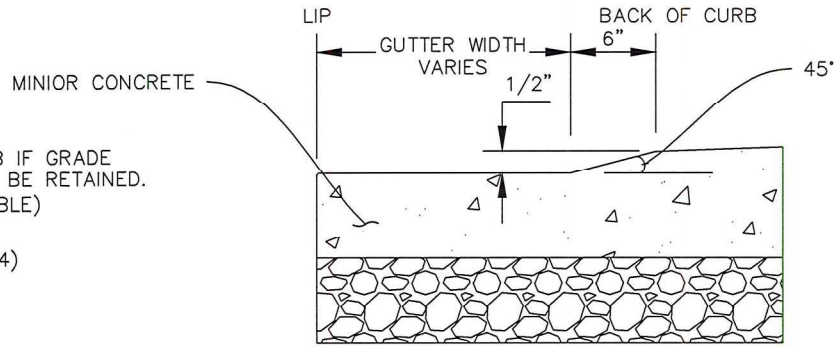


DRIVEWAY WITH SEPARATED SIDEWALK
W=DRIVEWAY WIDTH (SEPARATED SIDEWALK)

NOTES:
1. REFER TO GENERAL NOTES FOR CONCRETE WORK.
2. RESIDENTIAL DRIVEWAYS SHALL BE 6 INCHES THICK PORTLAND CEMENT CONCRETE (PCC). COMMERCIAL AND INDUSTRIAL DRIVEWAYS SHALL BE 6 INCHES THICK REINFORCED CONCRETE. REINFORCEMENT SHALL BE 6"X6" WELDED WIRE FABRIC, #10 GAUGE MESH OR #4 BARS AT 18 INCH O.C. EACH WAY. THE REQUIRED STRUCTURAL SECTION FOR ANY DRIVEWAY SHALL BE CONTINUOUS FROM THE CURB TO THE BACK OF SIDEWALK.
3. DEPTH OF GUTTER FLOWS SHALL BE CALCULATED AND COMPARED TO PROPOSED SIDEWALK ELEVATIONS DURING DESIGN TO ENSURE GUTTER FLOWS ARE CONTAINED AND RUNOFF WITHIN THE PUBLIC RIGHT OF WAY DOES NOT DRAIN ONTO PRIVATE PROPERTY.
4. RETAINING CURBS AND DRIVEWAY CONFORMS AS REQUIRED.
5. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."



DRIVEWAY WITH MONOLITHIC SIDEWALK
W=DRIVEWAY WIDTH (MONOLITHIC SIDEWALK)



BEVELED LIP

TABLE OF DRIVEWAY DIMENSIONS		
Dimension	Commercial & Industrial	Residential
Y	5' MIN	2' MIN
W	12' MIN	8' MIN

STANDARD DETAIL
DRIVEWAY

SUBMITTED: Dan Roby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

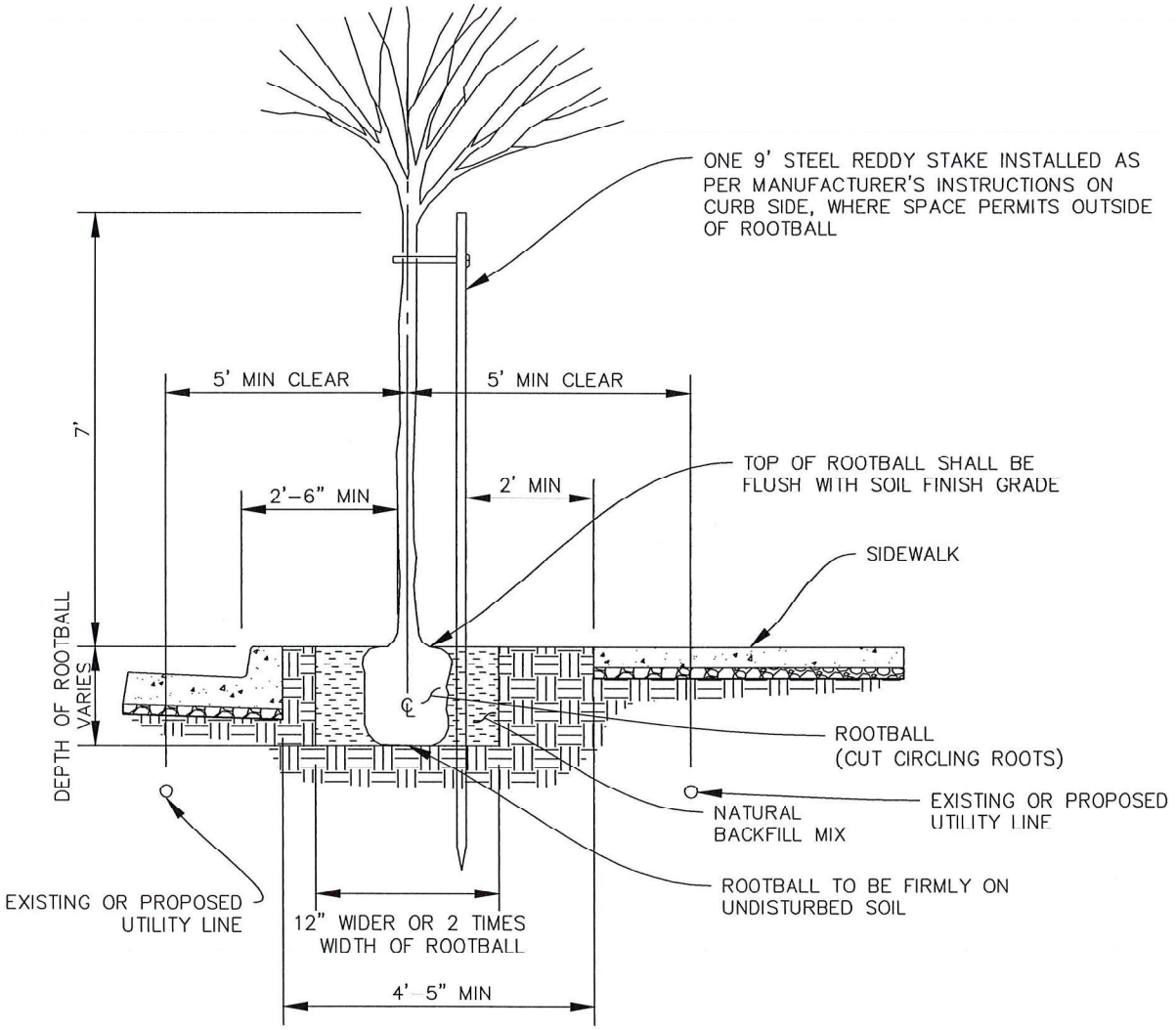
DESIGN: HEI
DRAWN: HEI
CHECK: MS

DATE: 01/26/17
SCALE: N.T.S.
BOOK:

PLAN: 8151
FILE: 20B-163
SHEET: 1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

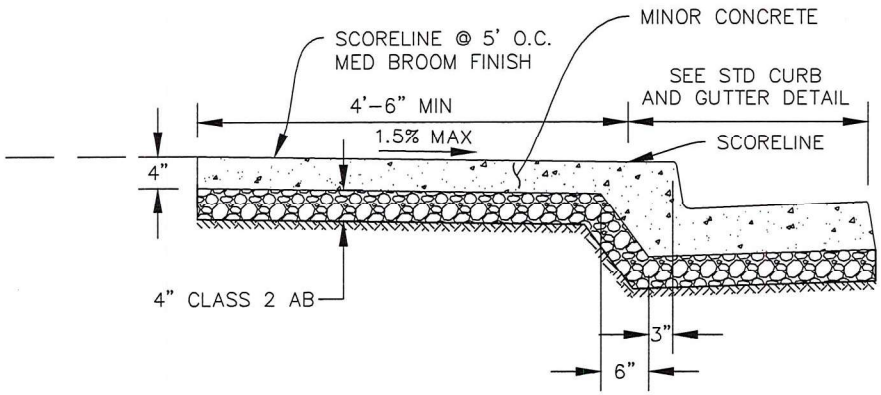
NOTE:
1. SPECIFIC TREE SPECIES SHALL BE APPROVED BY THE CITY OF BERKELEY'S MUNICIPAL URBAN FORESTRY UNIT.



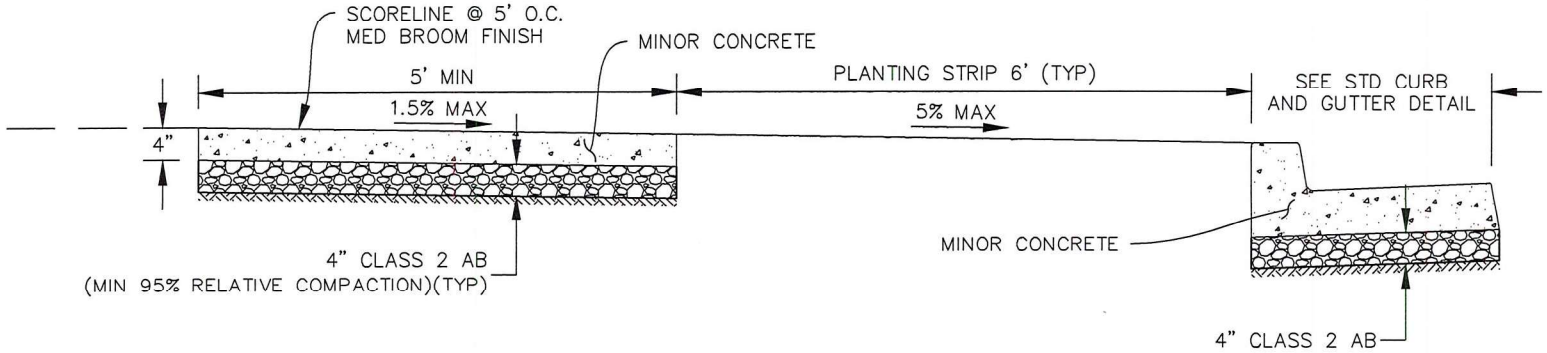
SIDEWALK PLANTING DETAIL

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS		STANDARD DETAIL SIDEWALK PLANTING		
SUBMITTED: Don Rsby SUPERVISING CIVIL ENGINEER	DATE: 2/27/17 R.C.E. 64582			
APPROVED: MANAGER OF ENGINEERING	DATE: 2/28/17 R.C.E. 66014	DESIGN: HEI DRAWN: HEI CHECK: MS	DATE: 01/26/17 SCALE: N.T.S. BOOK:	PLAN: 8152 FILE: 20B-164 SHEET: 1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



STANDARD SIDEWALK DETAIL



STANDARD SIDEWALK WITH PLANTING STRIP DETAIL

NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
SIDEWALK

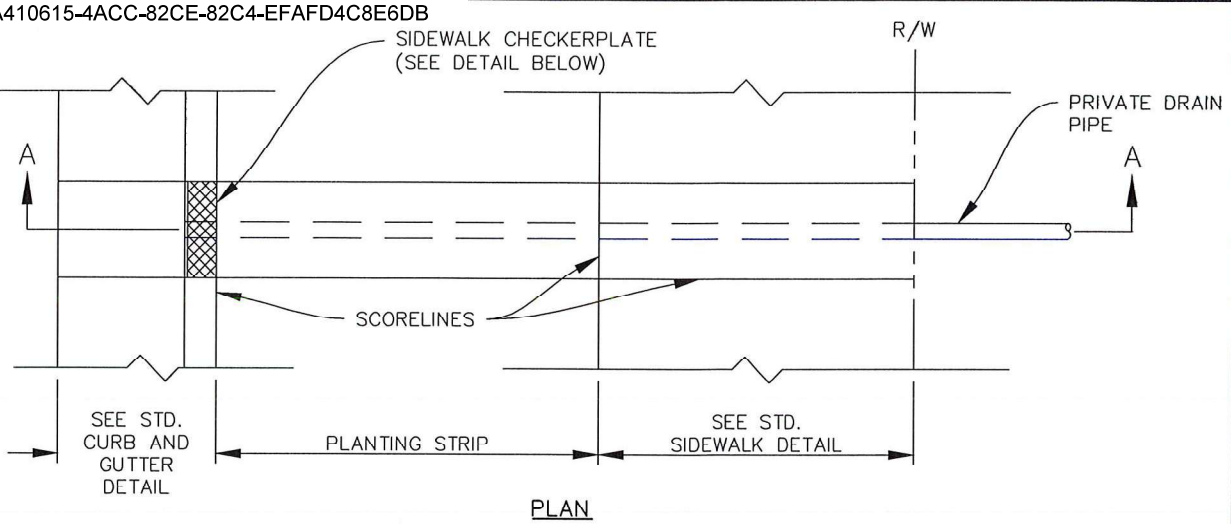
SUBMITTED: Don Dod — SUPERVISING CIVIL ENGINEER — DATE: 2/27/17 — R.C.E. 64582

APPROVED: — MANAGER OF ENGINEERING — DATE: 2/28/17 — R.C.E. 66014

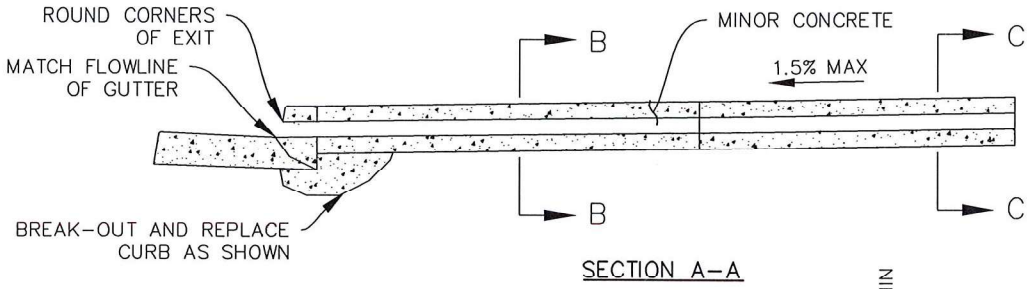
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN:	HEI	DATE:	01/26/17	PLAN:	8153
DRAWN:	HEI	SCALE:	N.T.S.	FILE:	20B-165
CHECK:	MS	BOOK:		SHEET:	1 OF 1

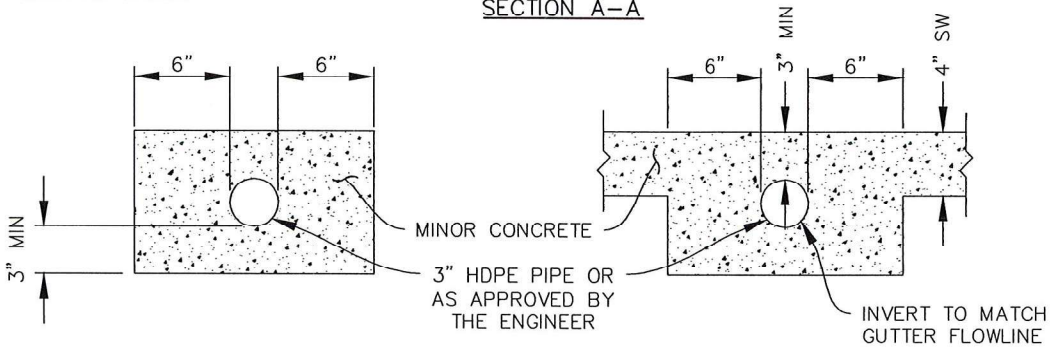
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



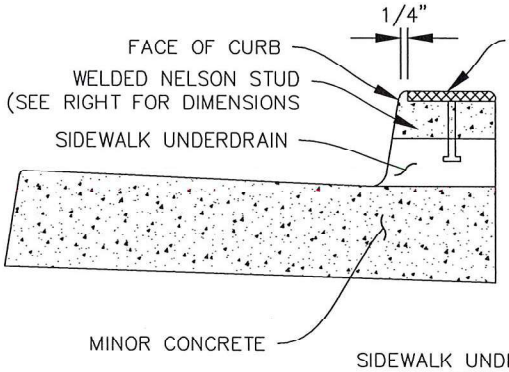
PLAN



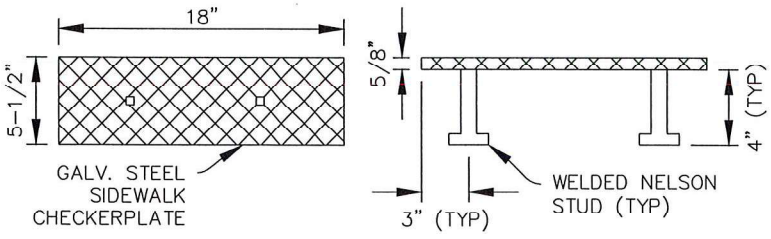
SECTION A–A



SECTION B–B



SECTION C–C



SIDEWALK UNDERDRAIN CHECKERPLATE SHALL BE GALVANIZED STEEL WITH AN EMBOSSED NONSKID PATTERN

SIDEWALK CHECKERPLATE DETAIL

NOTES:

1. WHERE SIDEWALK UNDERDRAINS ARE INSTALLED AT LOCATIONS WHERE CURB, GUTTER, AND SIDEWALK IS EXISTING, REMOVE 24" OF CURB AND SIDEWALK SHALL BE SAWCUT AND REMOVED BETWEEN SCORELINES.
2. MULTIPLE PARALLEL SIDEWALK UNDERDRAINS SHALL HAVE 4" CLEAR BETWEEN EDGE OF PIPES.
3. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

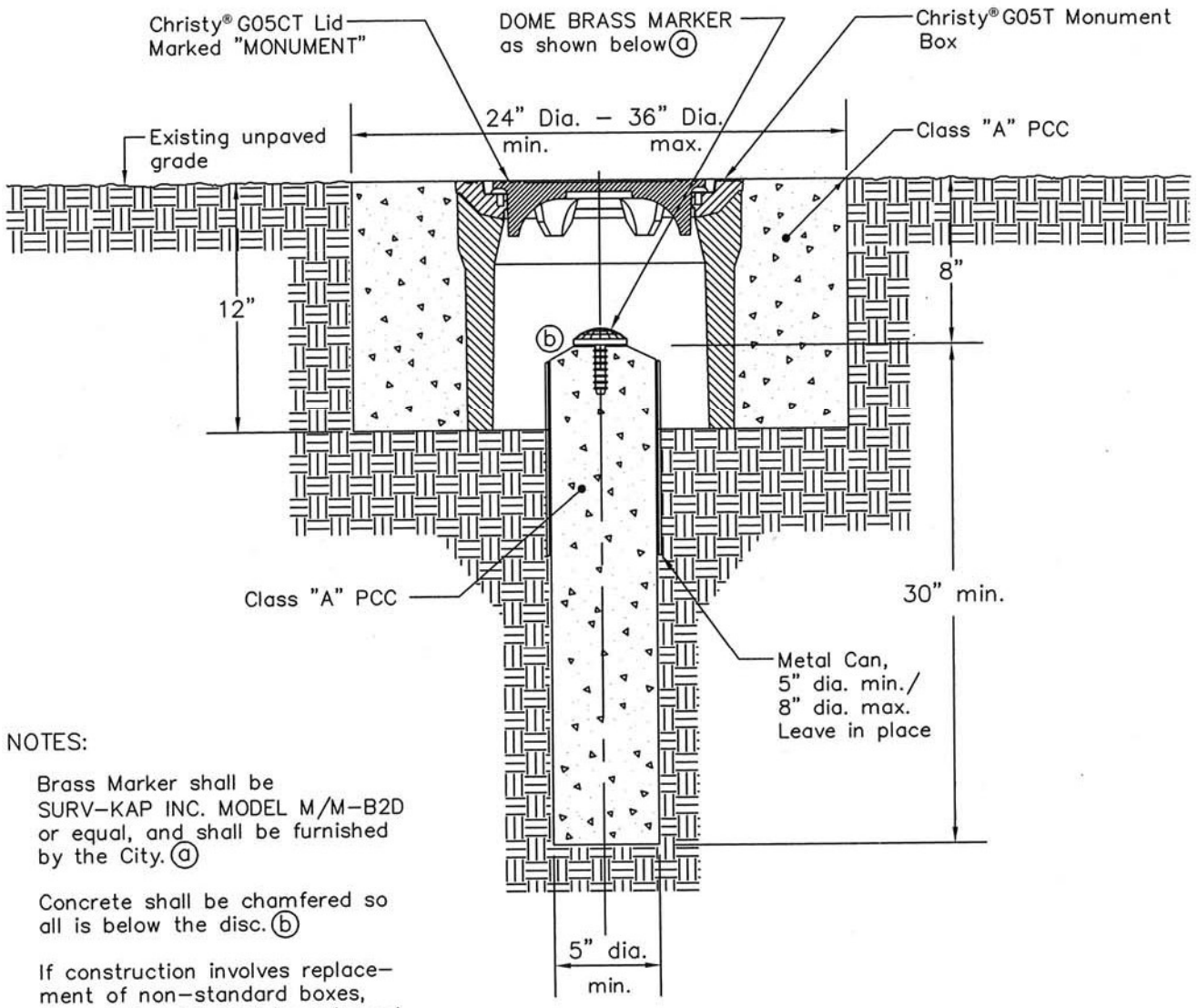
STANDARD DETAIL
SIDEWALK UNDERDRAIN

SUBMITTED: Don Erby — DATE: 2/27/17
SUPERVISING CIVIL ENGINEER — R.C.E. 64582

APPROVED: — DATE: 2/28/17
MANAGER OF ENGINEERING — R.C.E. 6004

DESIGN:	HEI	DATE:	01/26/17	PLAN:	8154
DRAWN:	HEI	SCALE:	N.T.S.	FILE:	20B-166
CHECK:	MS	BOOK:		SHEET:	1 OF 1

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

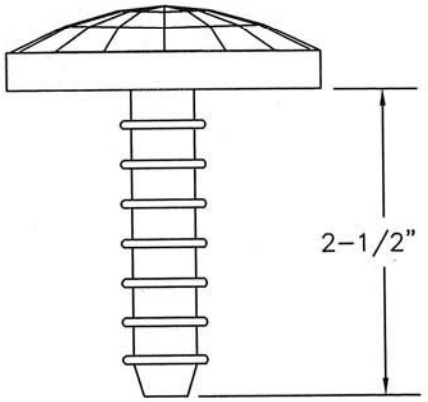


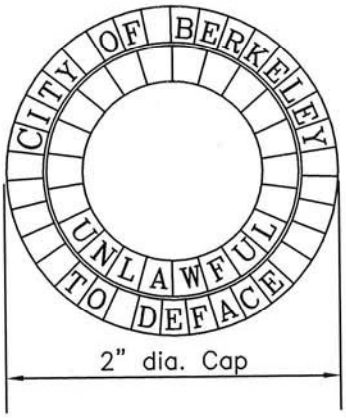
NOTES:

Brass Marker shall be SURV–KAP INC. MODEL M/M–B2D or equal, and shall be furnished by the City. ⓐ

Concrete shall be chamfered so all is below the disc. ⓑ

If construction involves replacement of non–standard boxes, the existing lid shall be salvaged and returned to the COB Corporation Yard.





DOME BRASS MARKER

PROFESSIONAL ENGINEER
NISHA A. PATEL
C72491
CIVIL
STATE OF CALIFORNIA

DESIGN: MCT DRAWN: MCT CHECK: NAP	DATE: 11/2017 SCALE: N.T.S.	PLAN: 8179 FILE: 20–B–167	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: CITY ENGINEER	11-17-17 DATE:		CITY MONUMENT INSTALLATION IN UNPAVED SURFACE

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

CURBS, GUTTERS, SIDEWALKS, AND DRIVEWAY APPROACHES CONSTRUCTED UNDER CITY PERMITS

DETAIL SPECIFICATIONS NO. 20A

2001 DESCRIPTION

2001.1A Construction between the lip of the gutter and the front property line under City permit and inspection shall be in conformity with these specifications, provided that with the approval of the Director of Public Works, special provisions attached to approved building plans, established good engineering practice, or special instructions given at the job site by the Engineering Inspector shall prevail when a conflict with these specifications is determined. Work not done according to these specifications, or work which undergoes failure at any time up to six months following installation when, in the judgment of the Director of Public Works said failure is the result of non-compliance with these specifications, shall be replaced by the permittee, or by the City at the permittee's expense.

2002 MATERIALS

2002.1A Portland Cement Concrete (hereinafter referred to as concrete) shall be five (5) sack, 1½" maximum aggregate and shall conform in all other particulars to City of Berkeley Detail Specification No. 50 or the current edition of Standard Specifications of the State of California of Transportation (hereinafter referred to as State Specs) except that the concrete whose slump exceeds 4" at the work site is prohibited in any case.

2002.2A Paving Brick and Paving Tile (pavers) shall have a surface which is sufficiently abrasive to insure pedestrian safety. A sample of the paver must be submitted to and approved by the Public Works Department prior to the start of construction.

2002.3A Cement Mortar shall consist of three (3) parts washed masonry sand, free of organic material, mixed with one (1) part of Portland cement. About ¼ part of lime or fire clay may be added if desired.

2002.4A Reinforcing Steel shall be ½" diameter (#4) deformed bars unless an alternate is specifically approved by the Engineering Inspector and shall conform to the current applicable State Specs.

2002.5A Concrete Additives other than 1½ pound of lampblack per cubic yard (required in concrete for standard finish sidewalks, widened sidewalks and driveways)

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

must be approved in advance by the Engineering Inspector. All additives, other than color additives, must be added at the batch plant. Rapid curing agents, such as NaCl or CaCl may not exceed 1% in any case and are strictly prohibited from concrete with reinforcing steel.

2002.6A Prohibited Material. The installation of any material other than standard finished concrete or soil in the area between the front property line and the curb is prohibited unless specifically authorized by the Director of Public Works or his representative.

2002.7A Untreated Base shall be granular, non-cohesive, well graded crusher run, ¾" to 1½" maximum aggregate. Bay sand, quarry wastes, or other suitable material may be used in place of crusher run if approved by the Engineering Inspector.

2002.8A Curing Compound shall conform to the current State Specs and when used, shall be sprayed on the concrete within one hour after finishing at the rate of one (1) gallon per two hundred (200) square feet.

2003 DESIGN SPECIFICATION

2003.1A Sidewalks shall have a minimum thickness of 3½" of concrete or other approved paving material. Sidewalk widths shall be those designated in the counter maps of the Department of Public Works, or as directed by the Engineering Inspector at the job site. Sidewalk cross slope shall be not less than 1/8" per lineal foot no more than ¾" per lineal foot unless authorized by the Engineering Inspector. The optimum cross slope is ¼" per lineal foot.

2003.2A Widened Sidewalk must be authorized by the Director of Public Works or his representative before installation is allowed. In those cases where the widened sidewalk is between the curb and the front of the established sidewalk line, the installation of one or more tree wells or tree well knockouts may be required by the city of Berkeley Forestry Supervisor. He should be contacted prior to the start of construction so that the number, location and size of the tree wells can be determined. All widened sidewalk shall be 3½" minimum thickness and shall not exceed 1½" per lineal foot cross slope unless authorized by the Engineering Inspector.

2003.3A Driveways. All driveway approaches shall be 6" minimum thickness of concrete. All driveway approaches which, in the opinion of the Director of Public Works or his representative, will receive sufficiently heavy truck use to qualify as a "commercial" driveway shall have ½" (#4) reinforcing bars on 18" centers, each way, embedded in the concrete 2" – 3" above the base. Driveway approach widths and dimensions shall conform to Standard Plan #8151. General notes for concrete flat work is available on Standard Plan #8144. The driveway apron shall be constructed in such a way that a minimum 6" water barrier is maintained between the gutter flowline and the front sidewalk line (or within 4 feet of the gutter flow line where no sidewalk exists) unless specifically exempted by the Engineering Inspector.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2003.4A Curb and Gutter shall be standard vertical curb and monolithic 24" wide gutter as shown on Standard Plan #8145. Curb shall be standard vertical curb as shown on Standard Plan #8146. General notes for concrete flat work is available on Standard Plan #8144. Where adjacent curb or curb and gutter is non-standard, or where authorized by the Engineering Inspector, an alternative design may be allowed provided permission is sought and obtained prior to the start of construction.

2003.5A Concrete Finish. Sidewalks and driveways shall be finished using a wood float applied with circular motion or, where the street slope or driveway slope is less than one (1) foot in 8 feet, with a medium soft broom stroke in a direction perpendicular to the curb. Where the existing adjacent sidewalk finish is still sufficiently visible to determine the method used, every effort should be made to match it as closely as possible except that steel trowel or slick finish concrete is strictly prohibited in any case. Curb and/or gutter shall be steel troweled and lightly brushed to remove the trowel marks. Any finish other than these standard concrete finishes must be approved by the Engineering Inspector prior to the start of work.

2003.6A Control Joints or weakened plan joints approximately 1/5 the thickness of the concrete in depth and ¼" maximum width shall be placed using standard commercially available tools or control joint filler material as directed by the Engineering Inspector and in conformity with the following standards: transversely (perpendicular to the curb) about every 10 - 12 feet in all sidewalks, widened be installed at edge of driveways, curbs and/or gutters. Additional transverse joints should be installed at edge of driveways where the thickness changes, at tree well corners, at beginning and end of curb returns and at projecting corners of existing sidewalk or other structures where contraction cracks are likely to occur. Longitudinal (parallel to curb) control joints shall be installed in driveways in alignment with front and back edges of sidewalk, in sidewalks, widened sidewalks and driveways to align with the back of curb, when curb and flat work are poured monolithically (together) and along back of sidewalk at entry walks. On long continuous sidewalk pours or in known earth movement areas, control joint filler material may be required by the Engineering Inspector in addition to the regular control joints. Wherever possible, control joints shall be placed to coincide or align with score marks.

2003.7A Score Lines shall conform to the same pattern established in the existing adjoining sidewalk or driveway. Where there are conflicting score patterns on the block, or where the entire frontage is being replaced, the Engineering Inspector may approve an alternate score pattern.

2003.8A Paving Brick or paving tile (pavers) shall be embedded in ½" thick minimum mortar over a minimum 3" thick concrete base when installed in the sidewalk (6" concrete base in driveways). The mortar joints between bricks shall be finished flush or only slightly depressed below the pavers' surface. In residential areas, or low pedestrian use areas, alternate installation methods may be approved by the Engineering Inspector for paver installation in the parking strip or behind the sidewalk.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

2004 CONSTRUCTION METHODS

2004.1A Subgrades shall be compact and of an even grade. Soft spots shall be removed and backfilled with Untreated Base as directed by the Engineering Inspector. Subgrade shall be thoroughly wet prior to placing concrete.

2004.2A Base Construction, when required by the Engineering Inspector, shall consist of 2" minimum thickness of Untreated Base (see Materials). The base shall be compacted to an even grade with no pockets or irregularities and thoroughly wet prior to the placing of concrete.

2004.3A Existing Concrete curbs, gutters, sidewalks and driveways shall be saw cut to a minimum depth of 1½" (1" for sidewalks) along the nearest score line adjacent to the area being replaced where an existing control, expansion or cold joint does not exist to provide a neat edge from which to finish the new work. The existing flat work shall be under cut 2" minimum vertically horizontally to provide a "key" to decrease the possibility of future sidewalk lifting. Under certain conditions, dowelling may be required as described in Standard Specification #20.

2004.4A Forms shall be set at the correct line and grade in compliance with the Design Specifications above and in accordance with good Engineering practice.

WARNING: Concrete shall not be placed until forms have been inspected and approved by the Engineering Inspector, or when atmospheric temperature is less than 36° F, or when rainfall is imminent. The permittee is advised to have on hand plastic sheeting, ready to cover concrete surface, when working in threatening weather.

2004.5A Finishing Methods. For sidewalk or driveway construction, immediately after the concrete is placed and screened, concrete shall be bull floated or wood floated, edged and control jointed. When concrete has set long enough to evaporate all bleed water from the surface (2 – 4 hours after placement, depending on weather), the second floating may commence (the sprinkling of dry cement to absorb excess surface water is prohibited). The second floating should be done with a wood or metal alloy float. If a broom finish is desired, a third floating with a steel trowel is recommended. After completion of the floating operations, the score lines should be installed, using a straight board and/or snapped line as a guide, the edges and control joins re-done if necessary and the final surface finish installed.

For curb and gutter construction, the concrete, immediately after placing in the forms, should be rodded (rapid up and down movement with a piece of reinforcing steel or other rod in wet concrete) and the forms struck with a hammer to distribute and compact the loose concrete. The top should then be screeded, edged and control jointed.

As soon as concrete has gained sufficient rigidity to remain in place without slumping (24 hours after placement, depending on weather), the front curb form shall be removed and the curb face control jointed, steel troweled and brushed.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Special finishes, such as exposed aggregate, colored concrete, patterned broom, etc., shall be finished according to standard construction methods, which shall be discussed with and approved by the Engineering Inspector prior to the placing of concrete.

Curing compound should be sprayed on sidewalks and driveways when the outside temperature exceeds 70°, or if other atmospheric conditions make such treatment advisable.

2004.6A Form Removal and Clean Up. Forms, other than curb face forms, shall be removed no sooner than 12 hours after finishing has been completed adjacent to new concrete created by the installation and removal of forms shall be filled to the proper grade with soil or other suitable material. Any street paving removed to facilitate the construction of a curb, gutter or driveway shall be replaced by repaving the open area with asphalt concrete in accordance with standard City of Berkeley specifications or as directed by the Engineering Inspector. Any defaced concrete shall be repaired within 24 hours of the final finishing operation by rubbing with a stone and water and rebrushing or other method approved by the Engineering Inspector. If, in the inspector's opinion, the defacement is too severe to be repaired, the concrete shall be saw cut along the nearest score line to a minimum depth of 1½", removed and replaced with new concrete. All tools, barricades, debris, forms, etc., shall be removed from the site before traffic is allowed through the work area.

2004.7A Protection of Work. The installer shall protect his work in accordance with good engineering practice. Normally, new concrete should not be opened to foot traffic for 24 to 72 hours, nor to vehicular traffic within 72 hours, but in no case will concrete be opened either to pedestrian or vehicular traffic in less than 24 hours after finishing. The permittee or his installing agent is responsible for the protection of the work. The use of suitable signs, barricades and lights, and the maintenance of pedestrian and vehicular safety is required.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

This Page Intentionally Blank

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

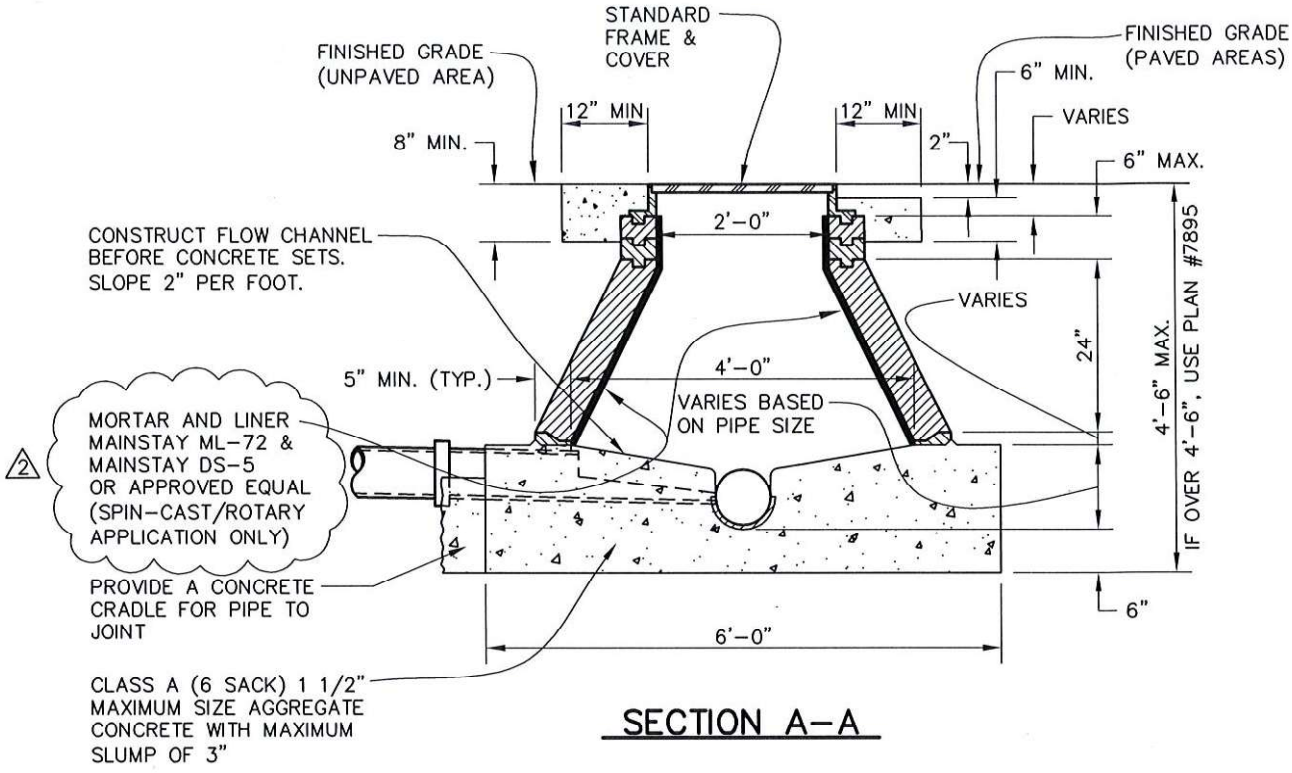
Public Works
Engineering Division

City of Berkeley

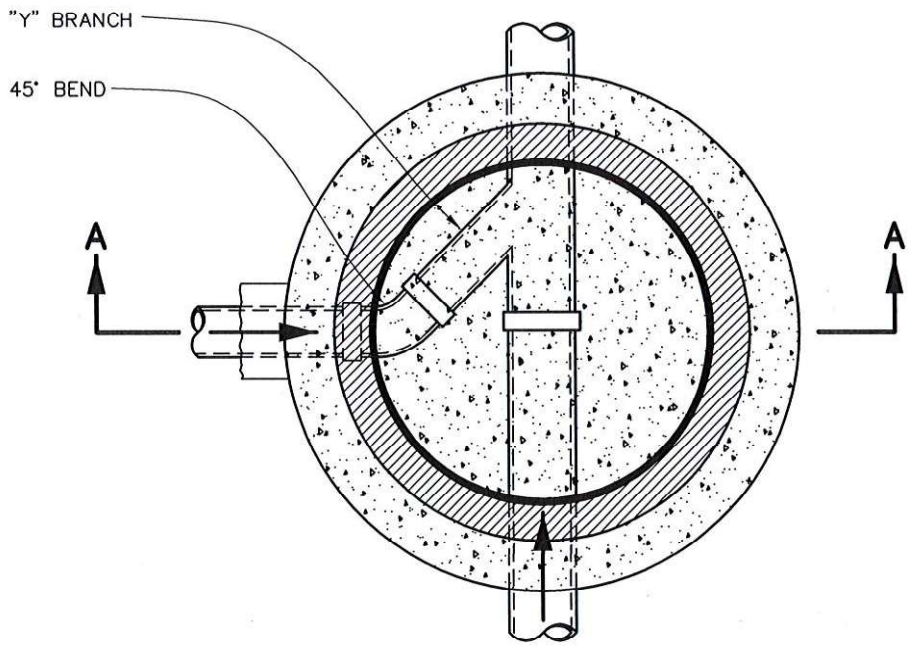
Standard Details

Sanitary Sewer

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



SECTION A-A



PLAN

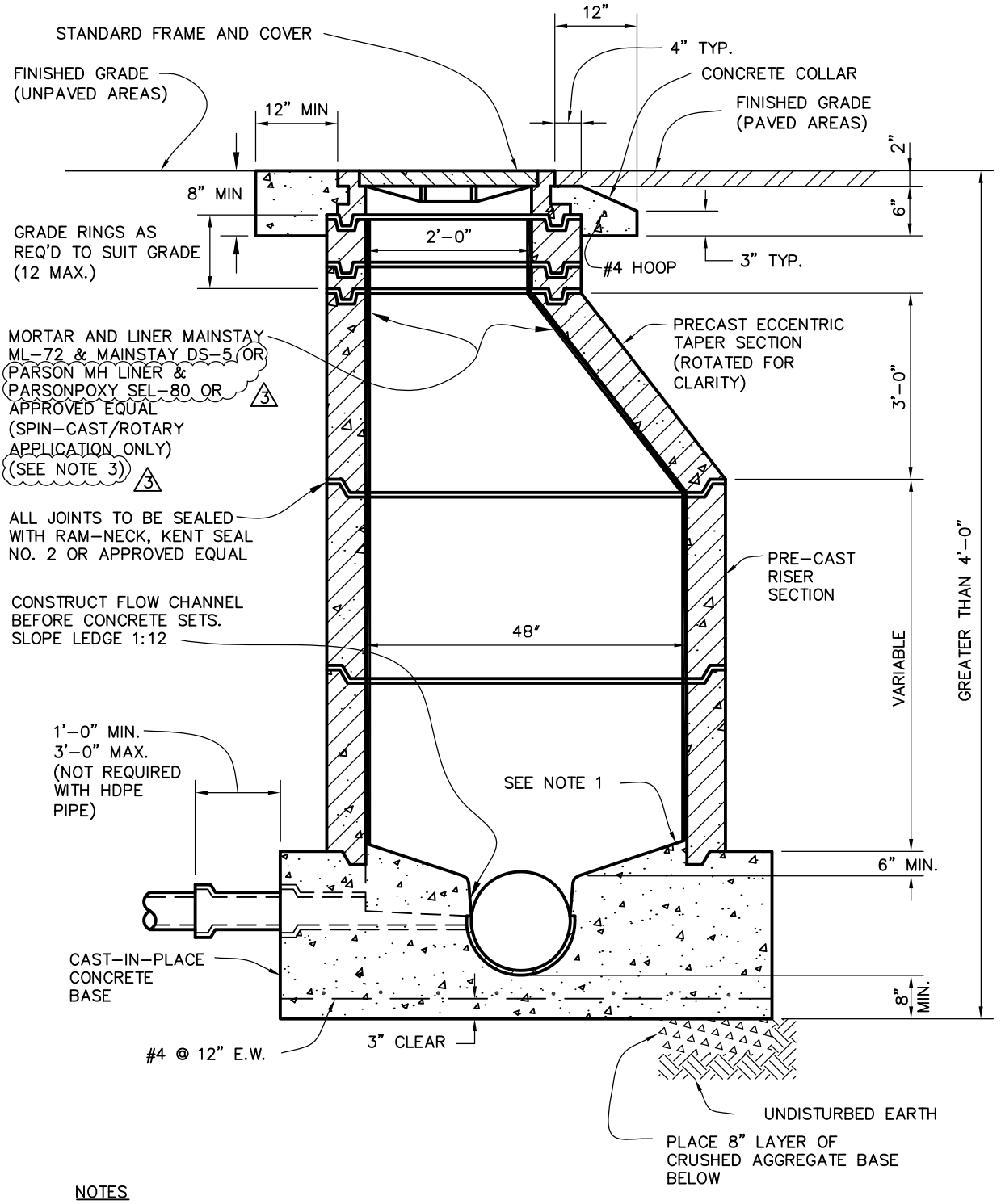
2 4/20/15 ADDED MORTAR & LINER
1 10/8/08 UPDATE AND REVISED TITLE BLOCK

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL SHALLOW PRECAST CONCRETE MANHOLE

SUBMITTED: _____ SUPERVISING CIVIL ENGINEER	DATE: 5/12/15 R.C.E. 54937 EXP. 6/30/16				
APPROVED: _____ MANAGER OF ENGINEERING	DATE: 5/12/15 R.C.E. 64314 EXP. 6/30/15	DESIGN: JR DRAWN: MS CHECK:	DATE: 2/97 SCALE: N.T.S. BOOK:	PLAN: 6653 FILE: 20-B-110	

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



UPDATED MORTAR & LINER REQUIREMENTS	8/18/20	3
ADDED MORTAR & LINER	4/21/15	2
UPDATE AND REVISED TITLE BLOCK	10/8/08	1

NOTES

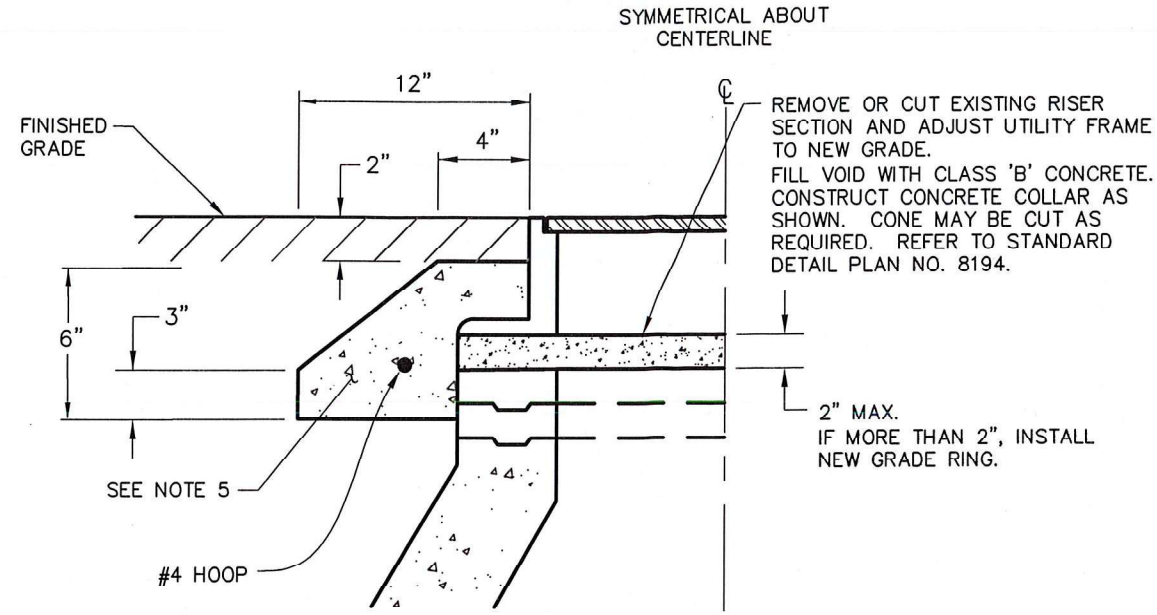
1. SET RISER SECTION IN 1:3 MORTAR MIX AND IN GROOVE FORMED IN BASE, OR POUR MONOLITHICALLY WITH BASE.
2. CAST-IN-PLACE CONCRETE FOR MANHOLE BASES AND CONCRETE COLLARS SHALL CONFORM TO SPEC. SECTION 201-1.1.2 AND BE CLASS 560-B-3250.
3. MH LINER AND COATING ONLY APPLY TO SANITARY SEWER MAINTENANCE HOLE. 3

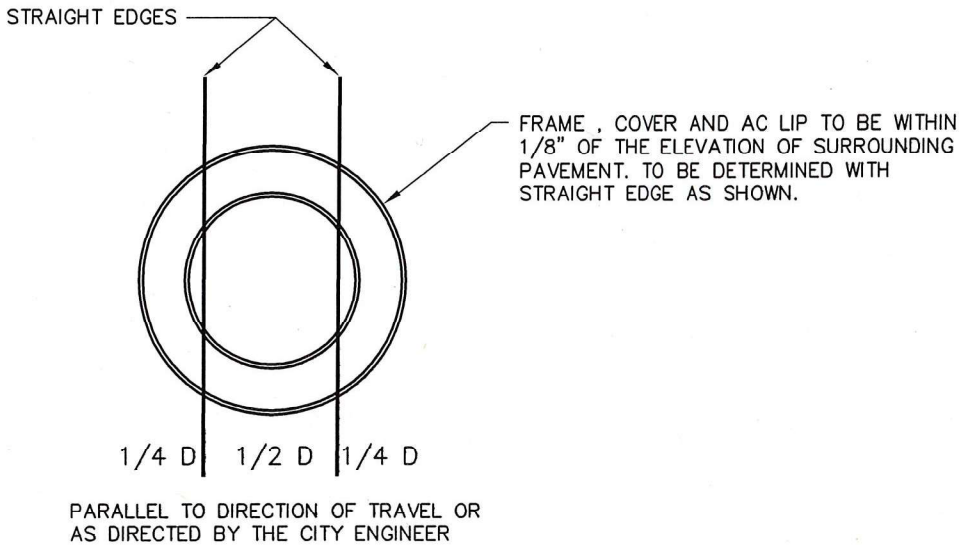
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL PRECAST MANHOLE ECCENTRIC CONE

SUBMITTED:	DATE:				
	R.C.E. 37829				
SUPERVISING CIVIL ENGINEER	EXP. 3/31/21				
APPROVED:	DATE:	DESIGN: JR	DATE: 1/02	PLAN: 7895	
	R.C.E. 49027	DRAWN: MS	SCALE: N.T.S.		
MANAGER OF ENGINEERING	EXP. 9/30/20	CHECK:	BOOK:	FILE: 20-B-147	

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



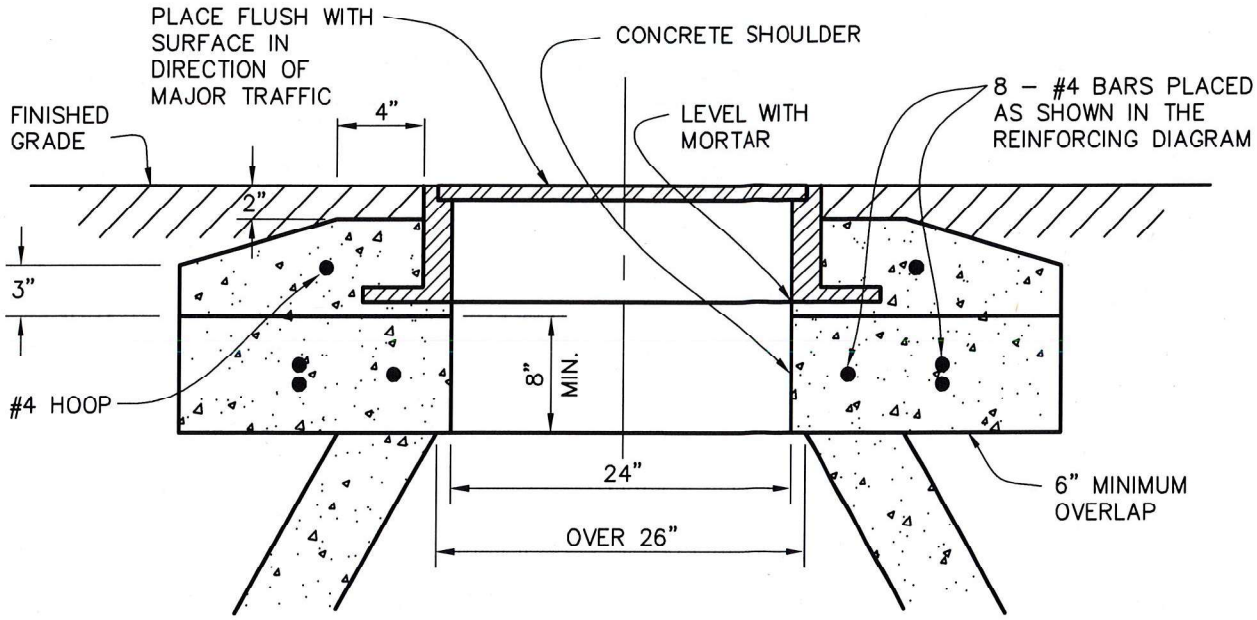


NOTES:

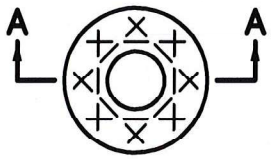
1. ALL SURFACE STRUCTURES EXTENDING 2" ABOVE THE NEW SUBGRADE OR MILLING PLANE SHALL BE LOWERED BY CONTRACTOR OR UTILITY OWNER TO THE NEW SUBGRADE BEFORE PAVING. STRUCTURES PROJECTING LESS THAN 2" ABOVE THE SUBGRADE MAY BE PAVED OVER AND LATER ADJUSTED TO GRADE.
2. ADJUST FRAME AND COVER TO FINISHED GRADE AFTER FINAL LIFT OF PAVING.
3. TRAFFIC CONTROL APPROVAL IS REQUIERED PRIOR TO ANY TRAFFIC LANE OBSTRUCTION.
4. PLACE TEMPORARY AC (CUT BACK) AROUND UTILITY FRAME UNTILL PERMANENT PAVING IS IN PLACED.
5. CAST-IN-PLACE CONCRETE COLLARS SHALL CONFORM TO STANDARD SPECIFCATIONS (GREENBOOK) SECTION 201-1.1.2 AND BE CLASS 560-B-3250.

DESIGN: TP DRAWN: LG CHECK: KE	DATE: 5/23 SCALE: N.T.S.	PLAN: 8193 FILE: 20B-169	**CITY OF BERKELEY** DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: 5-23-18 CITY ENGINEER DATE:			**MANHOLE FRAME & COVER ADJUSTMENT**

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



SECTION A–A



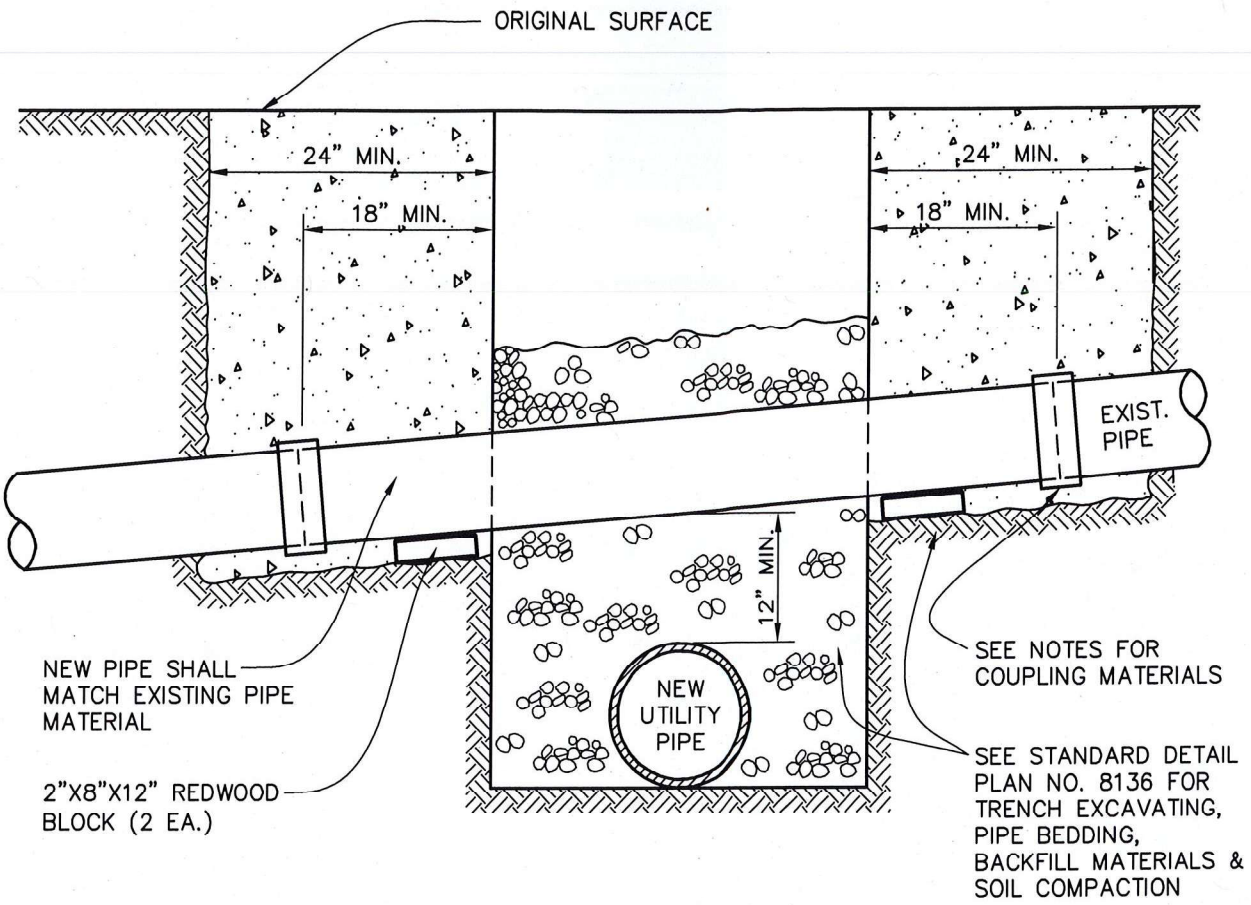
REINFORCING DIAGRAM

NOTES:

1. WHEN THE MANHOLE HAS TO BE CUT DOWN SO THAT THE TAPERED SECTION AT THE TOP OF THE EXISTING MANHOLE EXCEEDS 26 INCHES, A CONCRETE SHOULDER MUST BE CONSTRUCTED AS SHOWN ABOVE.
2. WHEN DIRECTED BY THE ENGINEER, THE EXISTING FRAME AND COVER SHALL BE SALVAGED AND RETURNED TO THE CITY CORPORATION YARD, 1326 ALLSTON WAY.
3. CAST–IN–PLACE CONCRETE COLLARS SHALL CONFORM TO SPECIFICATIONS (GREENBOOK) SECTION 201–1.1.2 AND BE CLASS 560–B–3250.

DESIGN: TP DRAWN: MS CHECK: KE	DATE: 5/18 SCALE: N.T.S.	PLAN: 8194 FILE: 20B–170	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: _____ 5-23-18 CITY ENGINEER DATE:			MANHOLE FRAME & COVER ADJUSTMENT – LOWERING

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



NOTES:

1. FOR HDPE PIPE USE ELECTROFUSION COUPLING.
2. FOR PIPE MATERIALS OTHER THAN HDPE USE FERNCO COUPLING STRONG BACK (RC) 5000 SERIES OR APPROVED EQUAL.
3. SEWER LATERAL SHALL REMAIN IN SERVICE AT ALL TIMES.

DESIGN: TP DRAWN: MS CHECK: NP	DATE: 4/2019 SCALE: N.T.S.	PLAN: 8214 FILE: 20B-174	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: [signature] CITY ENGINEER	DATE: 4-29-19		SEWER LATERAL REPAIR

G:\ENGINEER\StandardDetails\Sanitary Sewer\SewerLateralRepair-8214.dwg

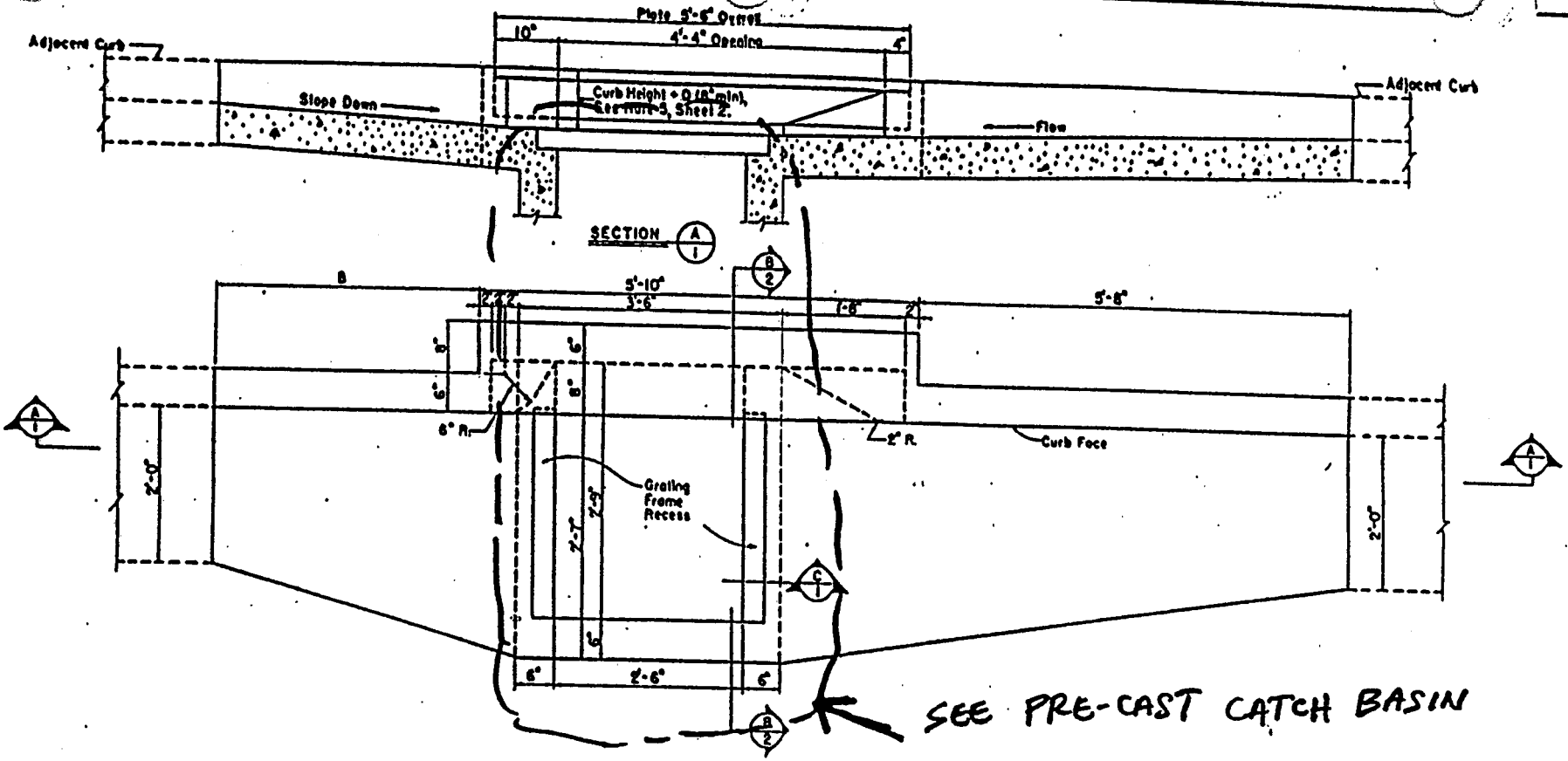
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Public Works
Engineering Division

City of Berkeley

Standard Details

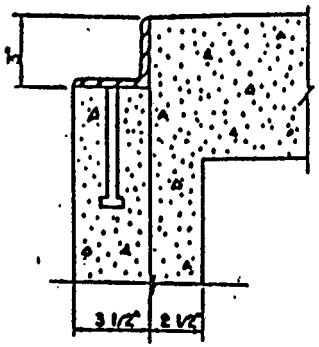
Storm Drainage



PLAN VIEW

CURB SLOPE %		D	B
GREATER THAN	TO AND INCLUDING	INCHES	FEET
0.0	2.5	2	3.5
2.5	4.0	3	3.5
4.0	5.5	3	3.5
5.5	7.5	3	2.5
7.5	9.0	3	2.0
9.0	12.0	3	1.5
12.0	16.0	4	1.5
16.0	20.5	5	1.5

Dimension "B" Not Applicable To Two-way Catch Basin — See Sheet 2.



SECTION C/1

NOTES:
1. ALL CONCRETE SHALL BE 6-C-3000, 3" MAX. SLUMP.
2. ALL CURB AND GUTTER SHOWN BY SOLID LINE IS A PART OF THE CATCH BASIN FOR PAYMENT PURPOSES.
3. VIBRATE CONCRETE AS IT IS PLACED.
4. FOR 2 WAY CATCH BASINS, SEE SHEET 2.
5. ALL WORK TO BE IN ACCORDANCE WITH "APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."

RECOMMENDED APPROVAL — DATE 10-20-72 — CITY ENGINEER
APPROVED — DATE 10-20-72 — DIRECTOR OF PUBLIC WORKS

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD CATCH BASIN
TOP & APRON DETAILS

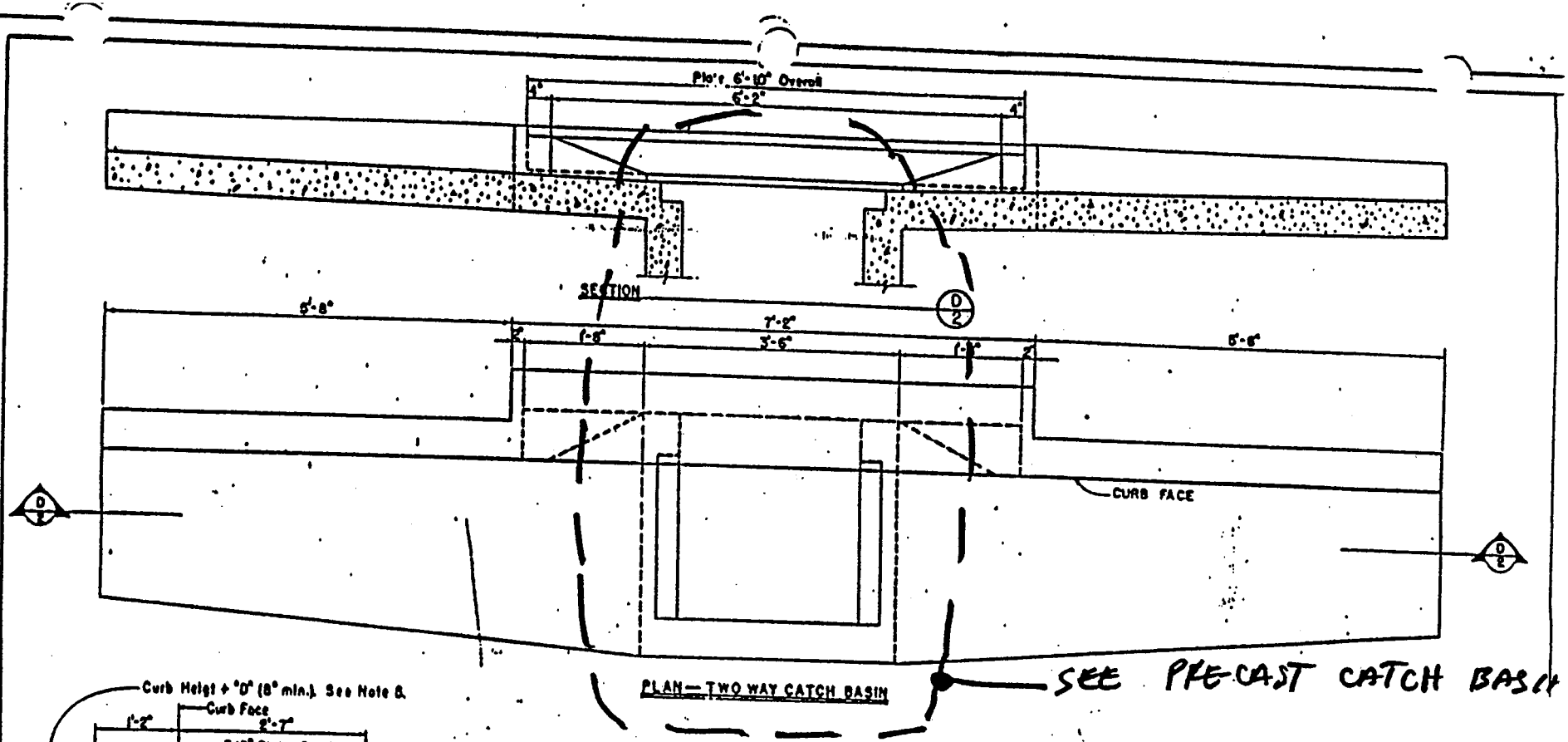
DESIGN EED
DRAWN
CHECK
AS BUILT

HORIZ. None
VERT. None
BOOK
DATE Oct '72

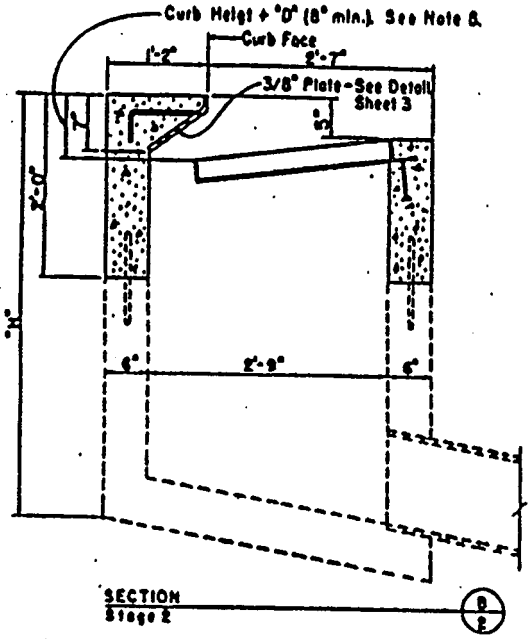
PLAN 6166
FILE ~~101-67~~
SHEET 1 OF 3

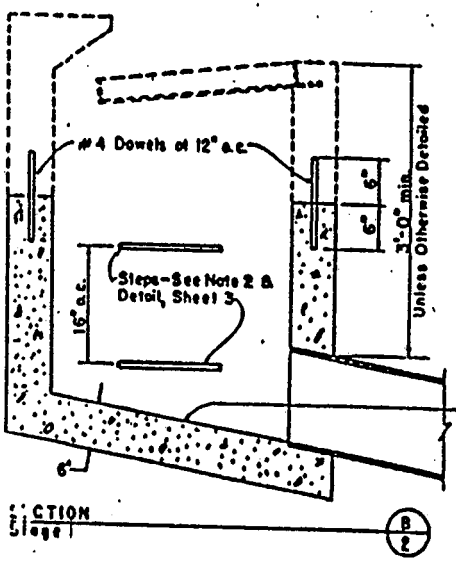
NO. | REVISION | DATE | NAME

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



SEE PRE-CAST CATCH BASIN





NOTES

1. Where "H" Exceeds 8', Place No. 4 Bars At 12" o.c. Both Ways In Walls & Floor.
2. All Catch Basins Exceeding 5' Depth Shall Have 3/4" ø Galvanized Steel Steps Placed As Directed On 16" Centers.
3. Reinforcing Steel Shall Conform To ASTM A615, Grade 40, Deformed.
4. If Stage Construction Is Used, It May Be Divided Into Stages 1 & 2, As Shown.
5. Place 3/4" ø Galvanized Rod Across Gallery Opening When Curb Height + "D" Exceeds 10". Place So That Clear Opening Is Not Less Than 5" Nor More Than 7". Install Rod 2" Behind Curb Face.
6. All Dimensions For Two-Way Catch Basins Not Shown Are Same As One-Way Catch Basin.

RECOMMENDED APPROVAL — DATE 12-12-73 — JPMD — LCC
APPROVED — DATE 12-12-73 — LCC
DIRECTOR OF PUBLIC WORKS

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD CATCH BASIN CONSTRUCTION DETAILS

DESIGN
DRAWN
CHECK
AS BUILT

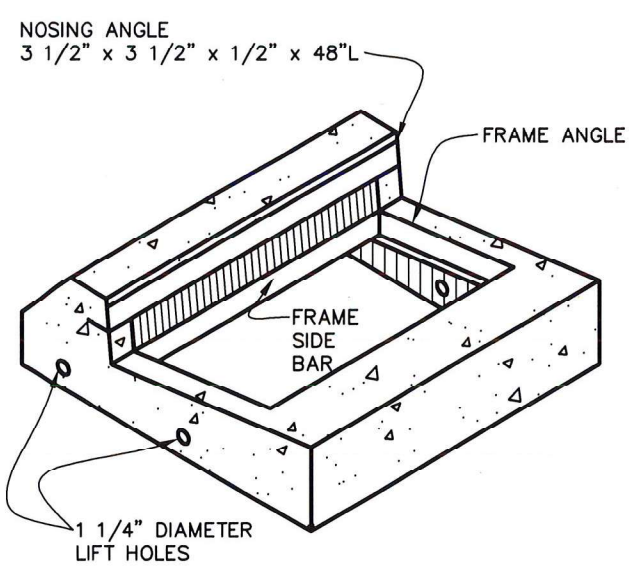
FED

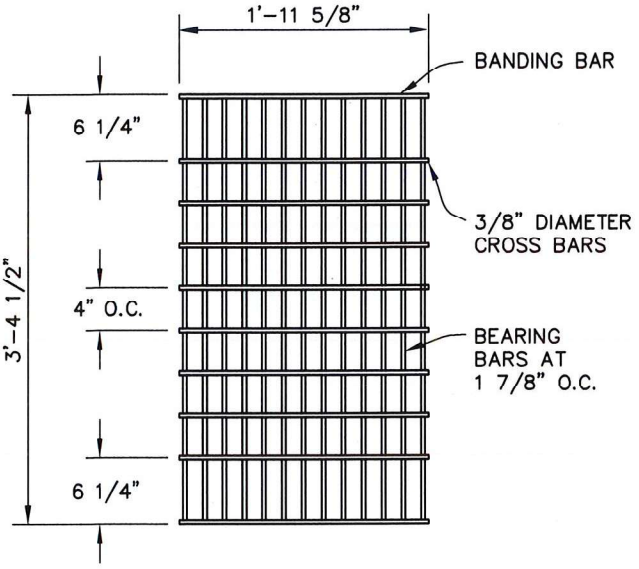
NO. — DATE — BY — REVISION
None

PLAN 6166
FILE ~~01-02~~
SHEET 2 OF 3

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB





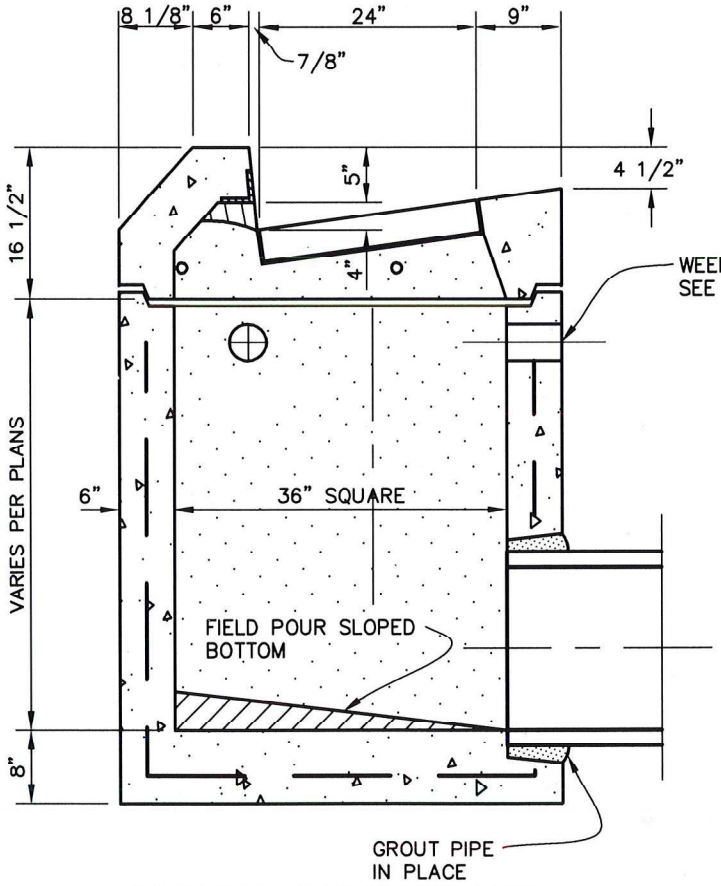
PRECAST TYPE V TOP

GRATE TYPE V

13 BEARING BARS 3 1/2" x 3/8"
2 BANDING BARS 2 1/2" x 3/8"

FRAME

4" x 3" x1/2" ANGLES
3 1/2" x 1/2" SIDE BARS



TYPICAL INSTALLATION ON PRECAST BASE

NOTES:

1. CONCRETE SHALL TEST 3000 PSI AT 28 DAYS.
2. ALL METAL SHALL BE STRUCTURAL GRADE STEEL AND BE GALVANIZED AFTER FABRICATION PER ASTM A123.
3. REQUIREMENTS FOR AND LOCATION OF 4" DIA. WEEP HOLES TO BE VERIFIED BY CONTRACTOR.
4. WALLS AND FLOOR ARE REINFORCED WITH 4"x4" W6–W6 WWF.
5. WEIGHT OF PRECAST TOP WITHOUT GRATE = 1350 LBS. GRATE = 210 LBS.

CBWCI

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
CATCH BASIN WITH CURB INLET

SUBMITTED: SUPERVISING CIVIL ENGINEER	DATE: 10/9/17 R.C.E. 64582 EXP. 6/30/19	DESIGN: DA DRAWN: JP CHECK:	DATE: 10/17 SCALE: N.T.S. BOOK:	PLAN: 6166 FILE: 20-B-105
APPROVED: MANAGER OF ENGINEERING	DATE: 10/6/17 R.C.E. 72491 EXP. 6/30/18			

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

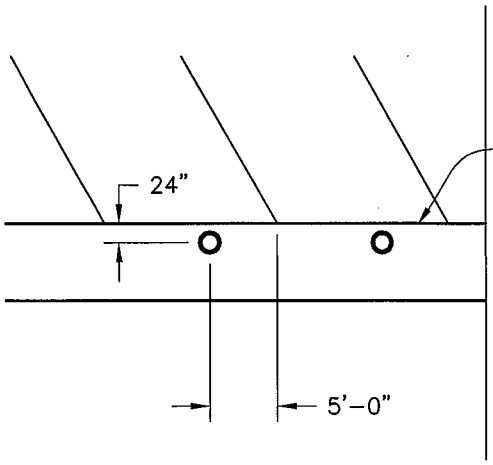
Public Works
Engineering Division

City of Berkeley

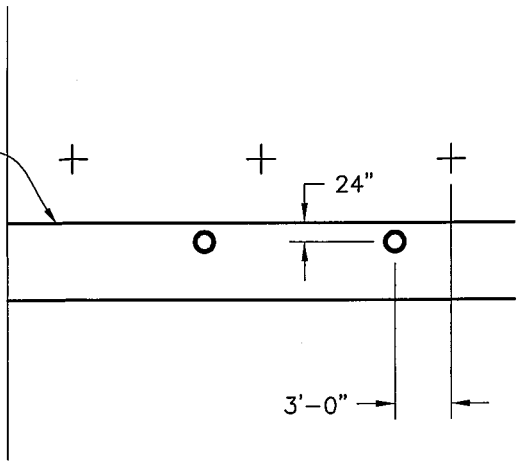
Standard Details

Transportation

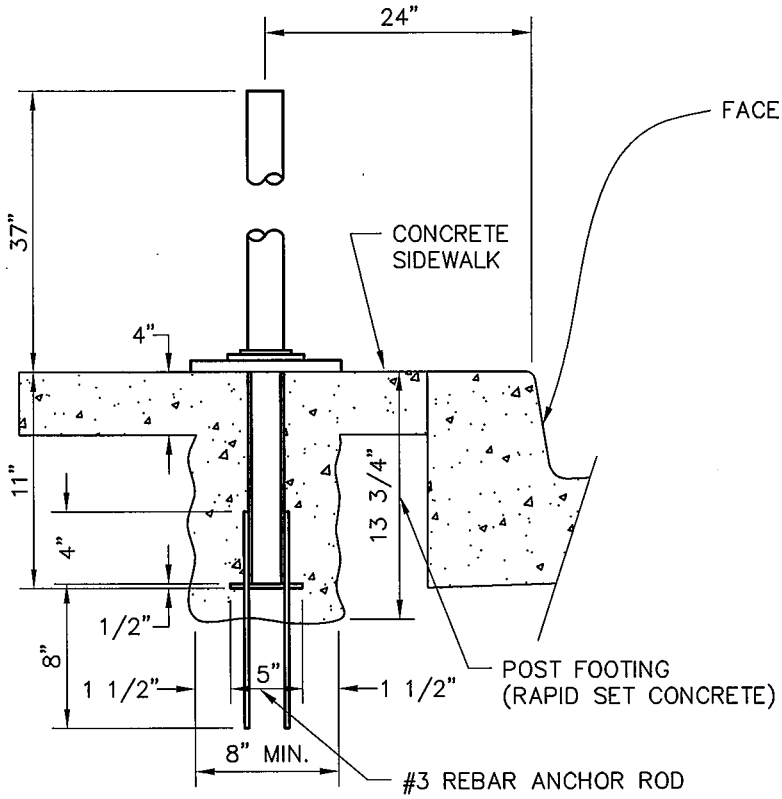
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



METER LOCATION
IN DIAGONAL STALL



METER LOCATION
IN PARALLEL STALL



STANDARD SETTING

SPMP

1	REMOVE FLANGE SETTING DETAIL, REVISE STANDARD SETTING DETAIL	DATE: 8/1998
2	UPDATE AND REVISED TITLE BLOCK	DATE: 10/2008
3	UPDATE STANDARD SETTING AND REVISED TITLE BLOCK	DATE: 12/2015

DESIGN: KNE
DRAWN: MS
CHECK:

PROFESSIONAL ENGINEER SEAN R. ROSE C64314 EXP. 06/30/17 CIVIL STATE OF CALIFORNIA

PLAN: 3524
FILE: 20-B-89

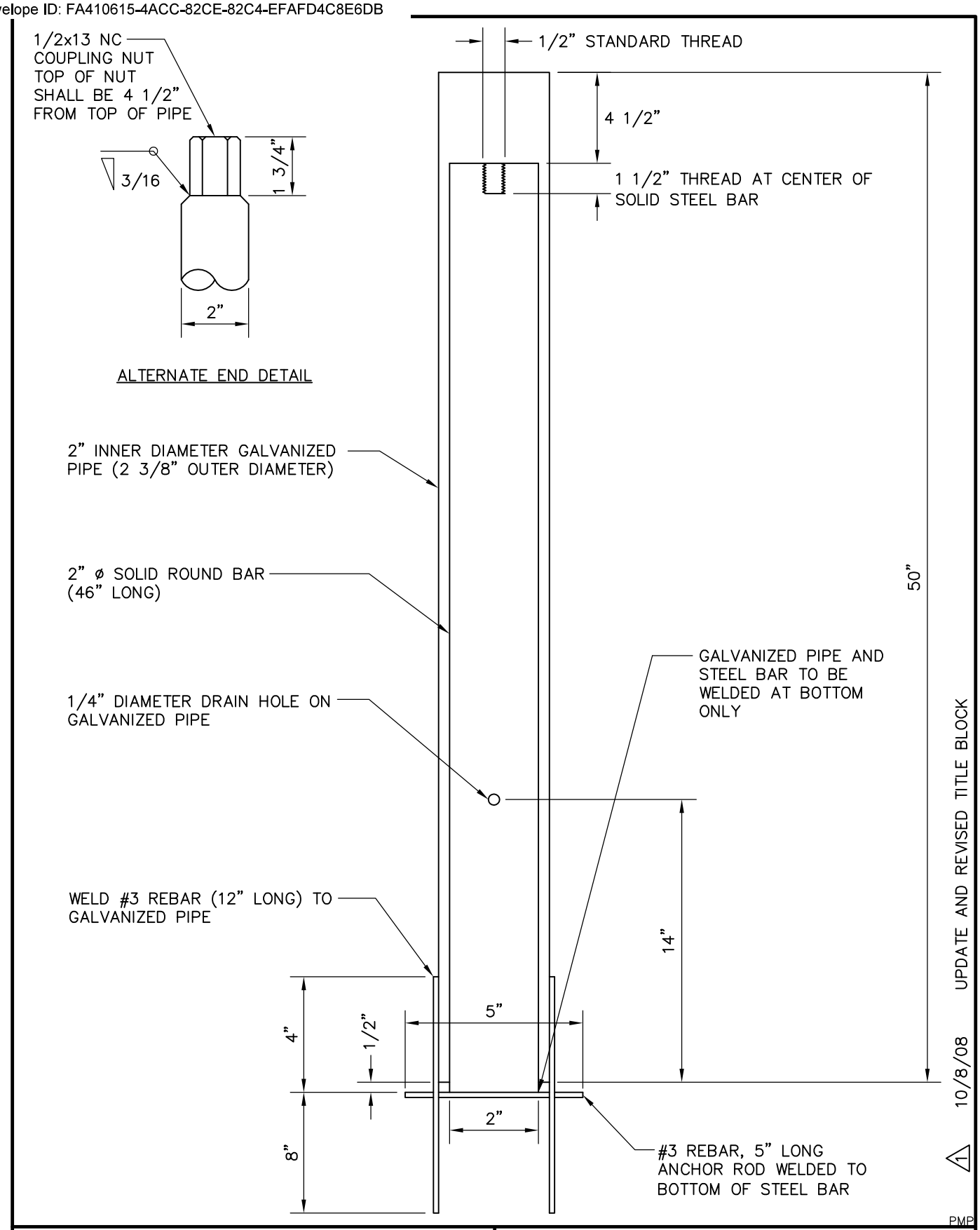
APPROVED:
CITY ENGINEER

DATE: 12/16/2015

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAIL

SETTING PARKING METER POST

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



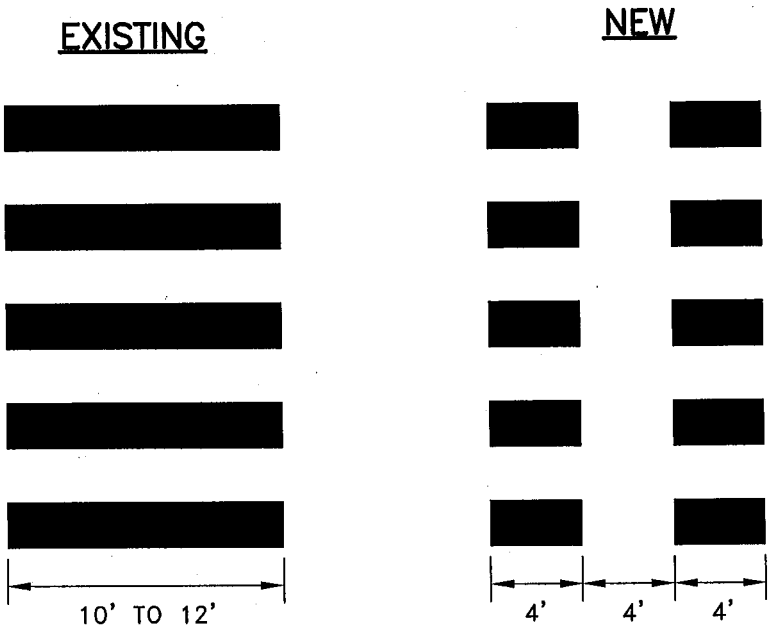
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
PARKING METER POST

SUBMITTED:	DATE:				
	R.C.E.				
MANAGER OF ENGINEERING	EXP.				
APPROVED:	DATE:	DESIGN: KNE	DATE: 8/98	PLAN: 7556	
	R.C.E.	DRAWN: MS	SCALE: N.T.S.		
ASSISTANT CITY MANAGER	EXP.	CHECK:	BOOK: –	FILE: 20 B–130	

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

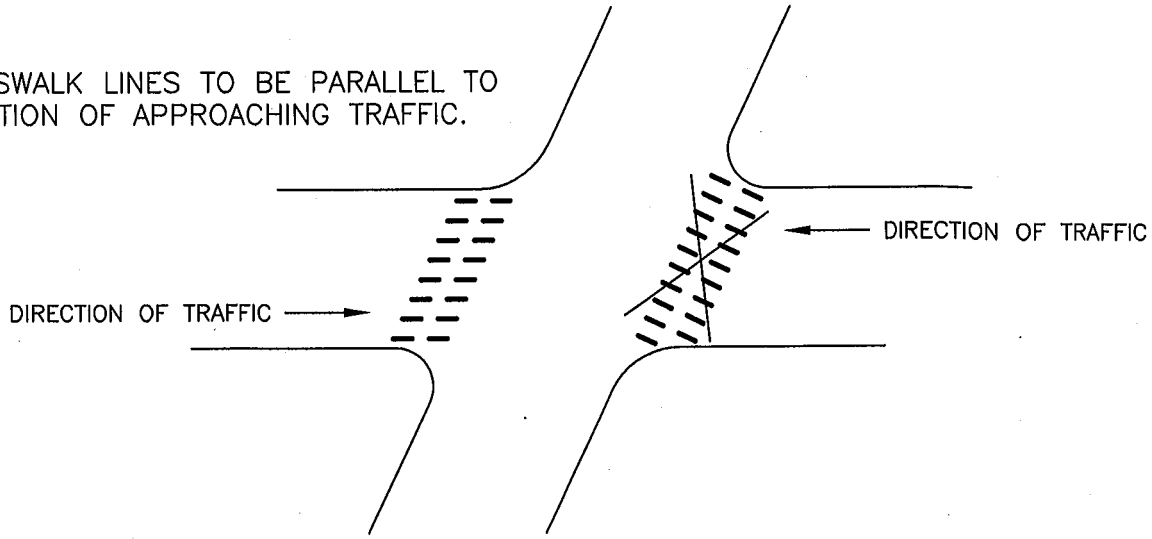
HIGH VISIBILITY CROSSWALK STANDARD DETAIL



LINE WIDTH = 2'
GAP = 2'

LINE WIDTH = 2'
GAP = 2'

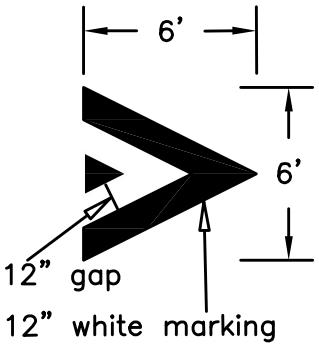
NOTE:
CROSSWALK LINES TO BE PARALLEL TO DIRECTION OF APPROACHING TRAFFIC.



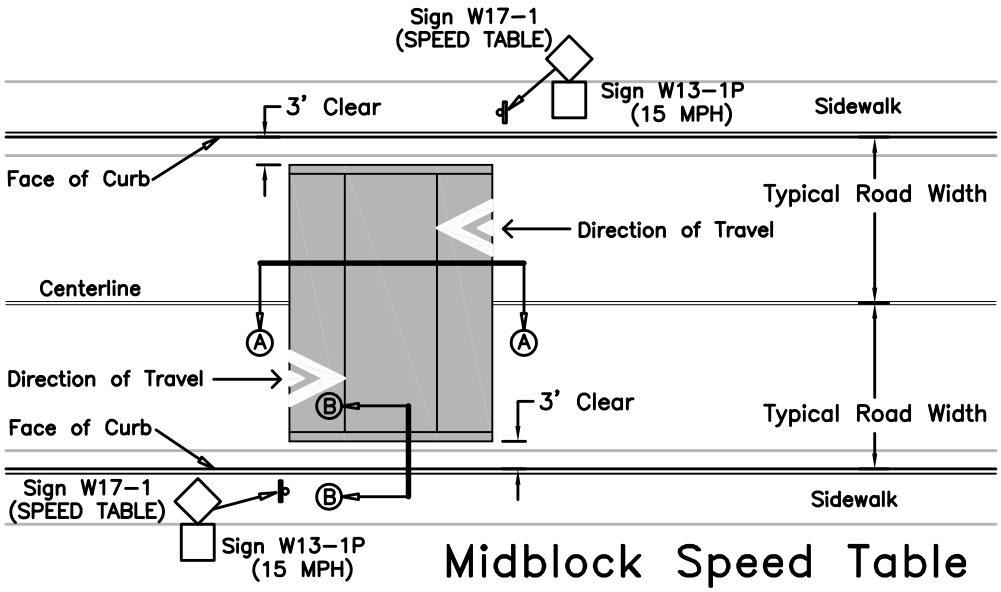
XW

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	STANDARD DETAIL HIGH VISIBILITY CROSSWALK			
SUBMITTED: H. Montoya SUPERVISING TRAFFIC ENGINEER	DATE: 7/3/13 R.C.E. T.P. 2206 EXP. Sep 2013			
APPROVED: MANAGER OF PW–TRANSPORTATION	DATE: R.C.E. EXP.	DESIGN: ZT DRAWN: ZT CHECK: HM	DATE: 07–13 SCALE: NONE BOOK:	PLAN: 8072 FILE: 20B–151

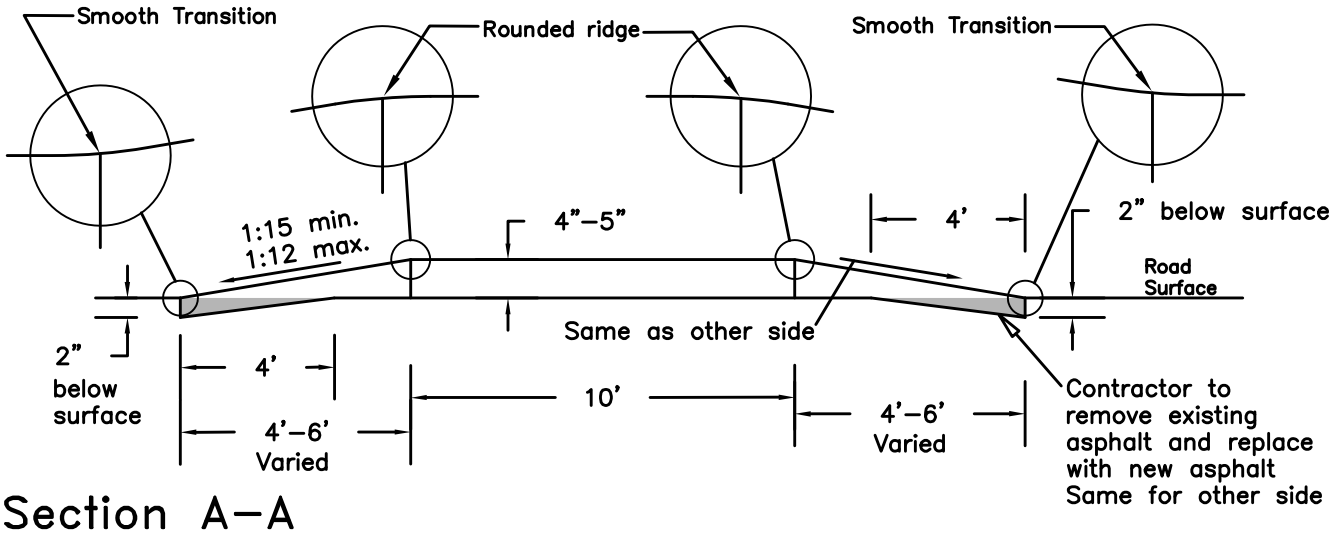
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



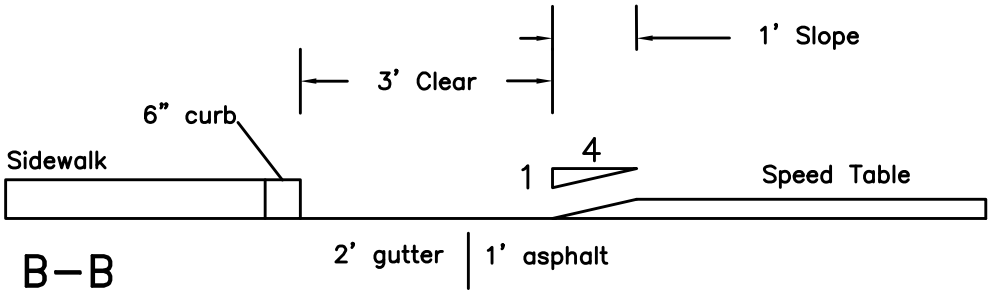
Marking Detail



Midblock Speed Table



Section A-A



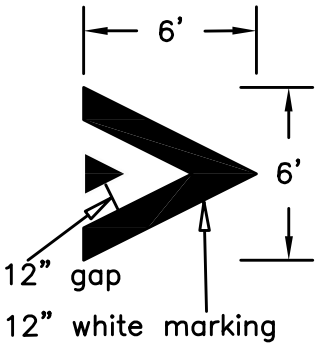
Section B-B

General Notes:

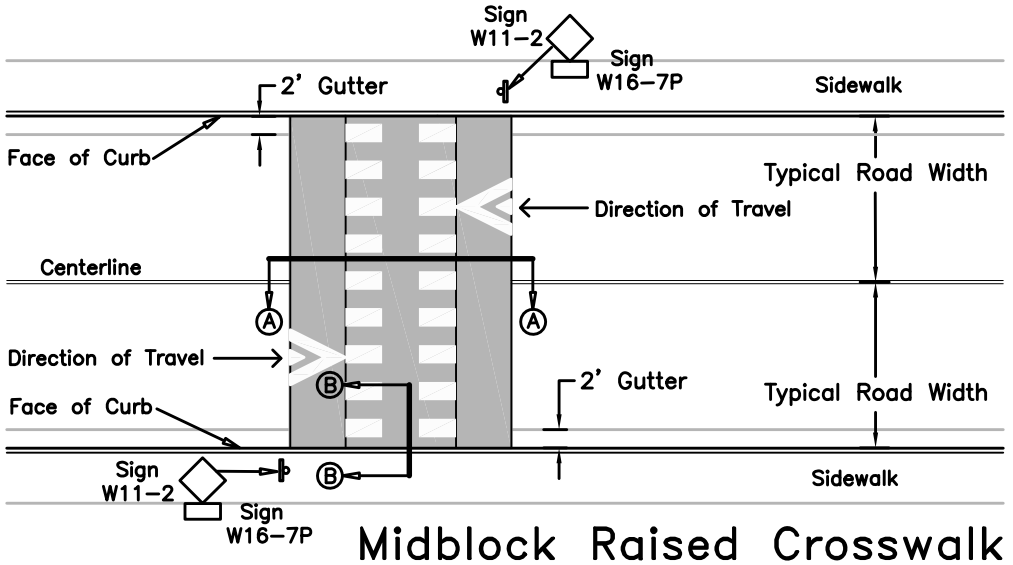
1. Speed tables shall not be placed over manholes, water gates, etc.
2. Edge of speed table shall be at least 4' away from edge of driveway.
3. Whenever possible speed table should be placed at extension of property lines instead of mid lot.
4. Whenever possible speed table should be placed adjacent to street lights.
5. All markings and signs shall be reflective.

DESIGN: HM DRAWN: ZT CHECK: HM	DATE: 11/2021 SCALE: N.T.S.	PLAN: 8208 FILE: 20B-171	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: Hamid Mostowfi CITY TRAFFIC ENGINEER	11/17/2021 DATE:		MIDBLOCK SPEED TABLE

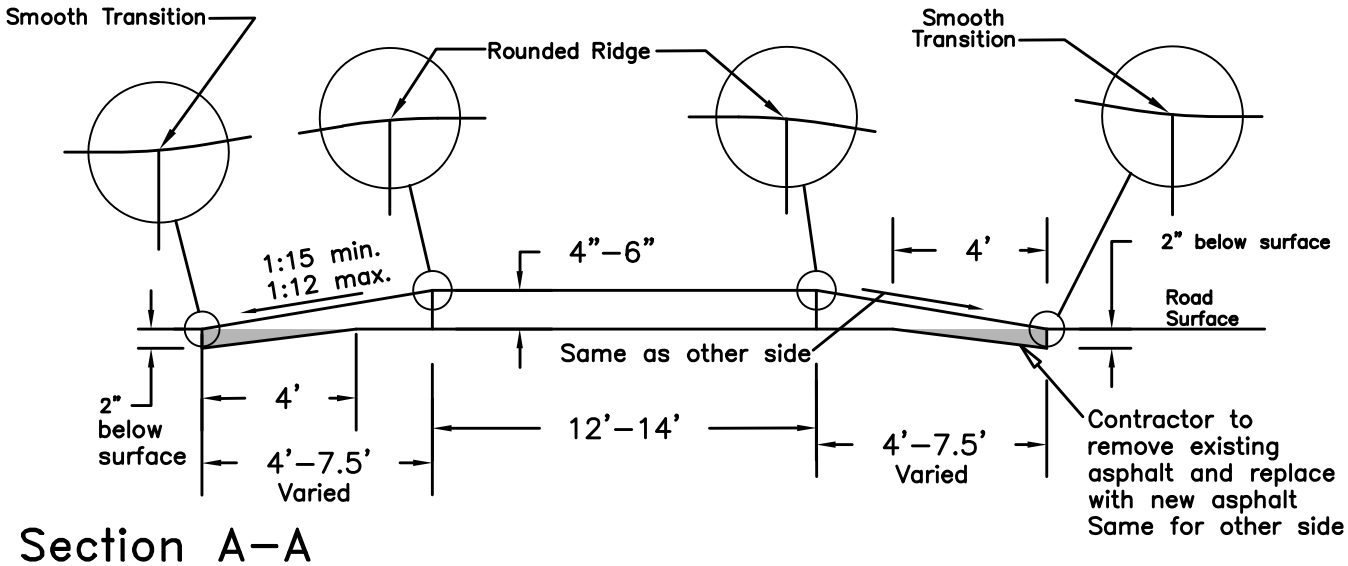
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



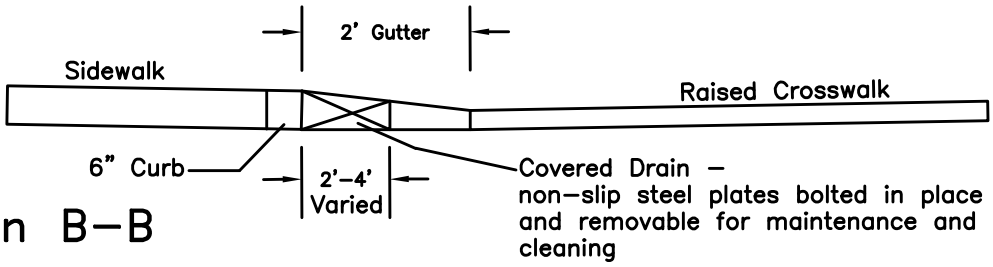
Marking Detail



Midblock Raised Crosswalk



Section A-A



Section B-B

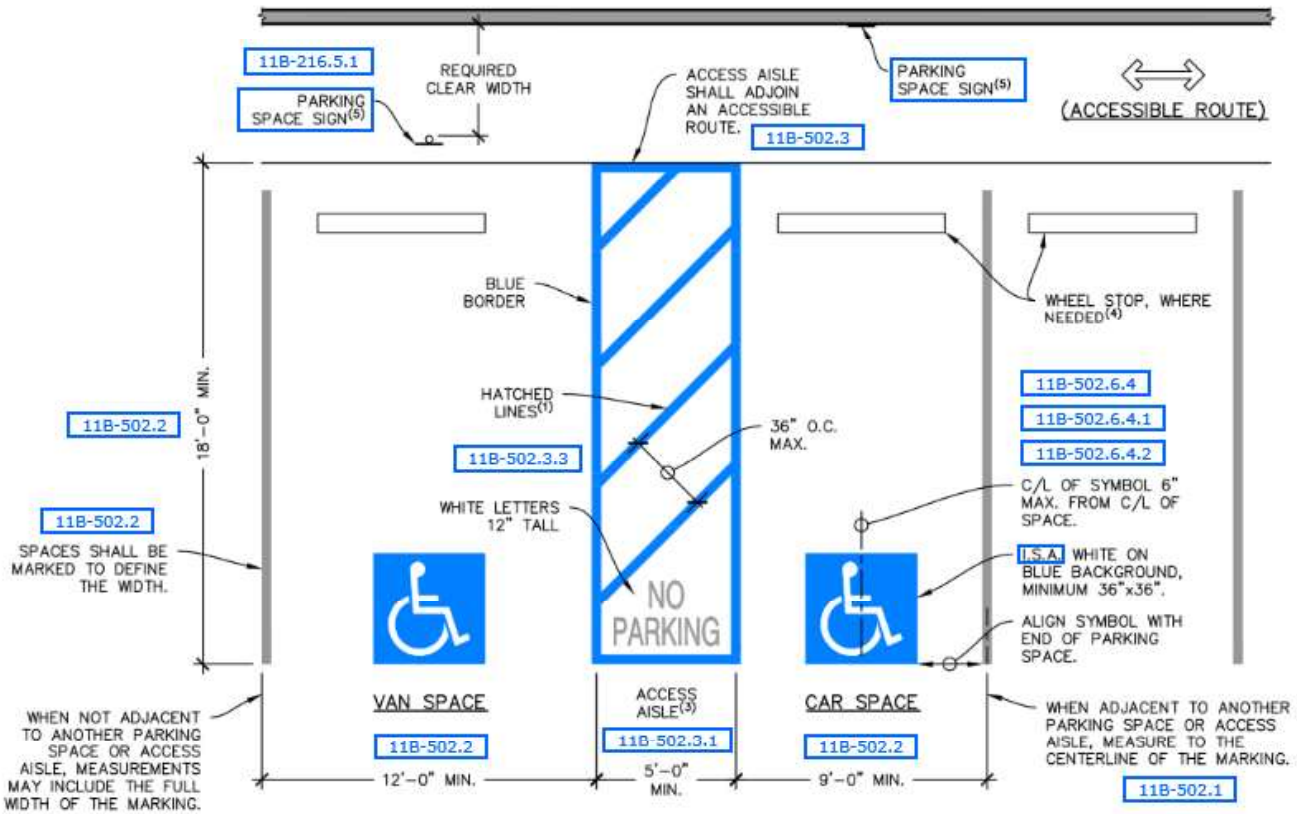
General Notes:

1. Raised crosswalks shall not be placed over manholes, water gates, etc.
2. Edge of raised crosswalk shall be at least 4' away from edge of driveway.
3. Whenever possible raised crosswalk should be placed at extension of property lines instead of mid lot.
4. Whenever possible raised crosswalk should be placed so that adjacent street lights illuminate the approach to the crosswalk and the profile of pedestrians in the crosswalk.
5. All markings and signs shall be reflective.

DESIGN: HM DRAWN: ZT CHECK: HM	DATE: 4/5/2022 SCALE: N.T.S.	PLAN: 8209 FILE: 20B-172	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: CITY ENGINEER	DATE:		MIDBLOCK RAISED CROSSWALK

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Accessible Parking Space Requirements

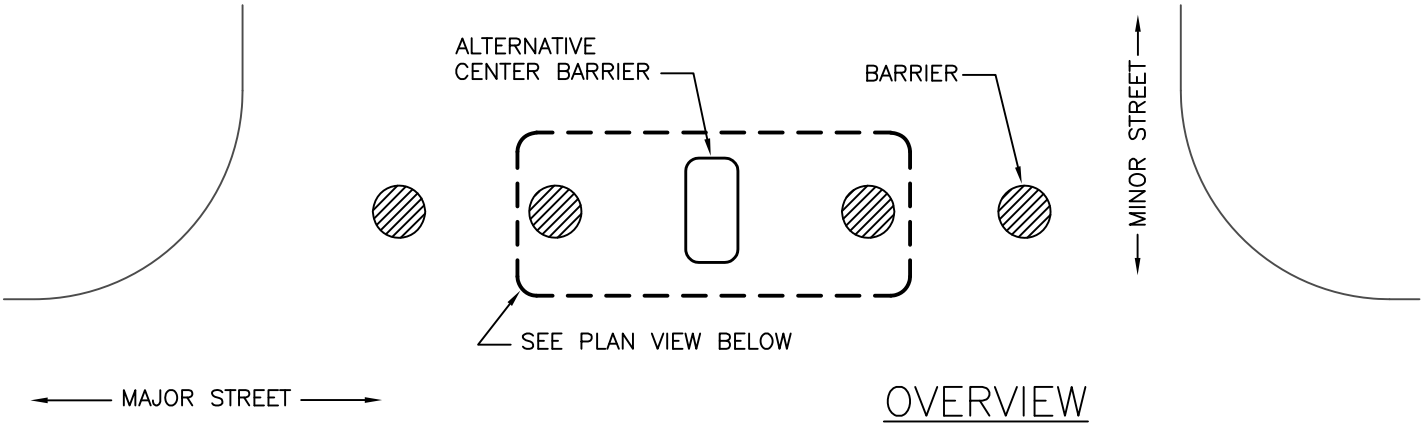


1. HATCHED LINES SHALL BE A COLOR CONTRASTING WITH THAT OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE. 11B-502.3.3
2. THE SLOPE OF PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 1:48 (2%). 11B-502.4, Exception
3. ACCESS AISLES SHALL BE ON THE PASSENGER SIDE OF VAN PARKING SPACES. ACCESS AISLES ARE PERMITTED ON EITHER SIDE OF CAR PARKING SPACES. ACCESS AISLES SHALL EXTEND THE FULL REQUIRED LENGTH OF THE PARKING SPACES THEY SERVE. 11B-502.3.4, 11B-502.3.2
4. PARKING SPACES AND ACCESS AISLES SHALL BE DESIGNED SO THAT CARS AND VANS, WHEN PARKED, CANNOT OBSTRUCT THE REQUIRED CLEAR WIDTH OF ADJACENT ACCESSIBLE ROUTES. 11B-502.7, 11B-502.7.2
5. SIGNS SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE PARKING SPACE OR WITHIN THE PROJECTED PARKING SPACE WIDTH AT THE HEAD END OF THE PARKING SPACE. SIGNS MAY ALSO BE PERMANENTLY POSTED ON A WALL AT THE INTERIOR END OF THE PARKING SPACE. 11B-502.6.3

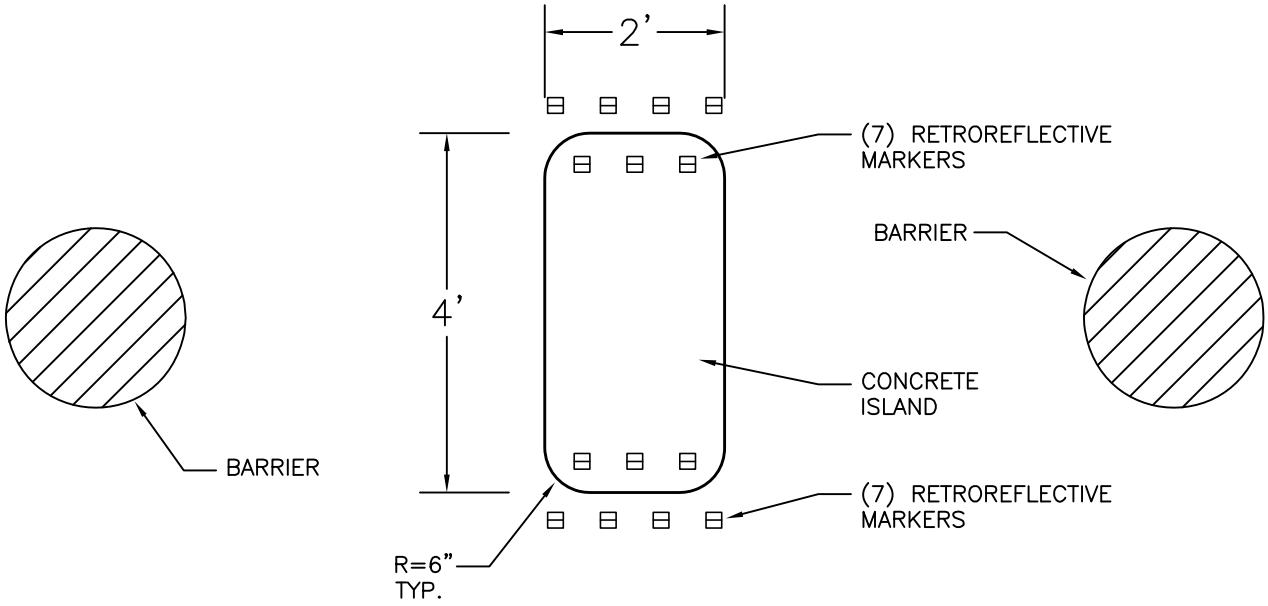
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

ALTERNATIVE CENTER TRAFFIC BARRIER

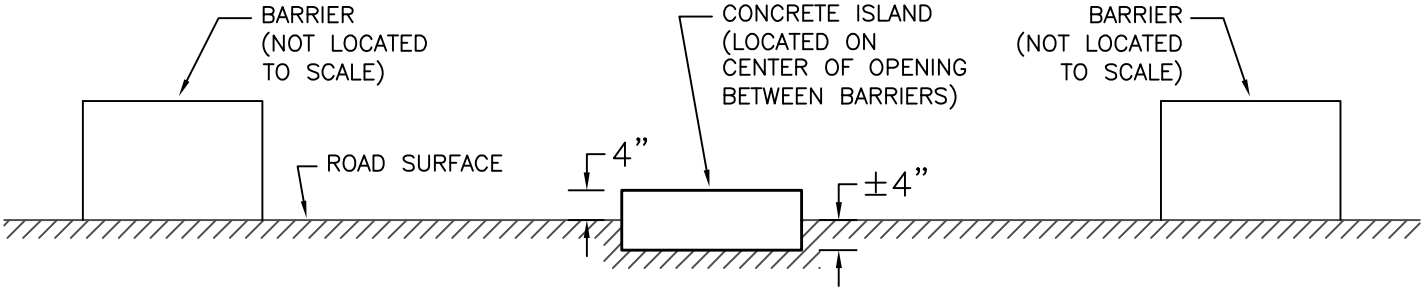
NOT TO SCALE



OVERVIEW



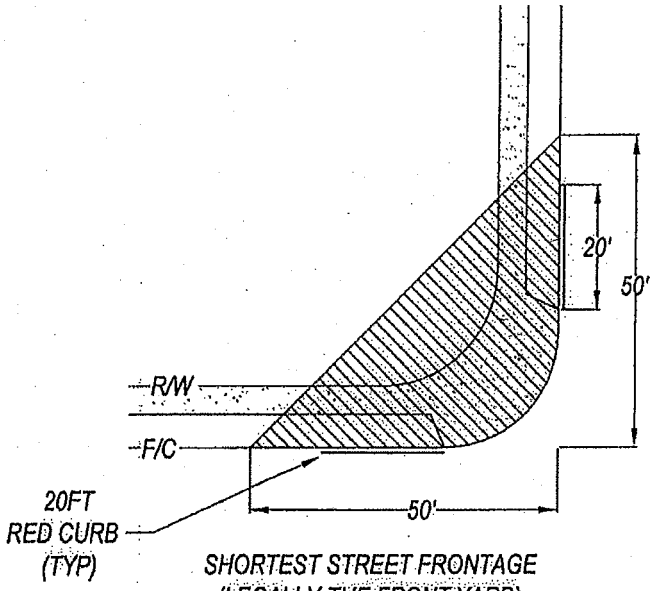
PLAN VIEW



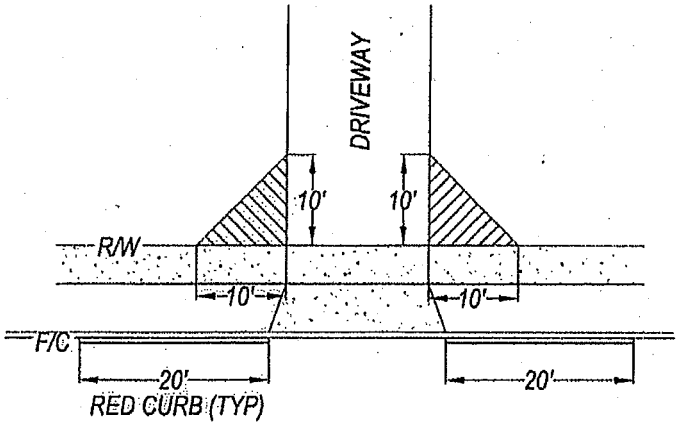
PROFILE

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	DESIGN: FJ DRAWN: ZT CHECK: HM	DATE: 5/20/2009 SCALE: N.T.S. BOOK:	PLAN: FILE:

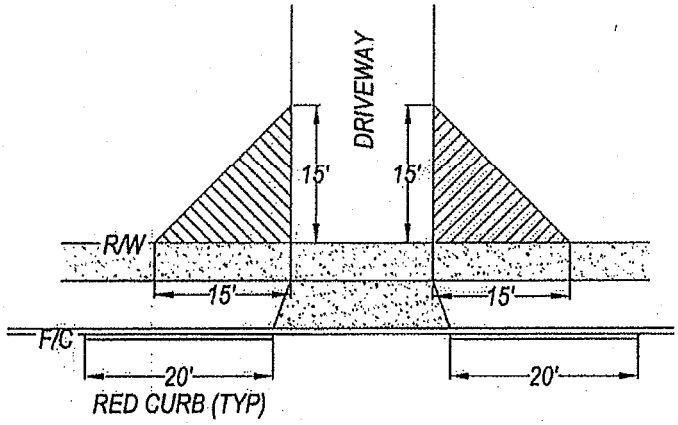
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



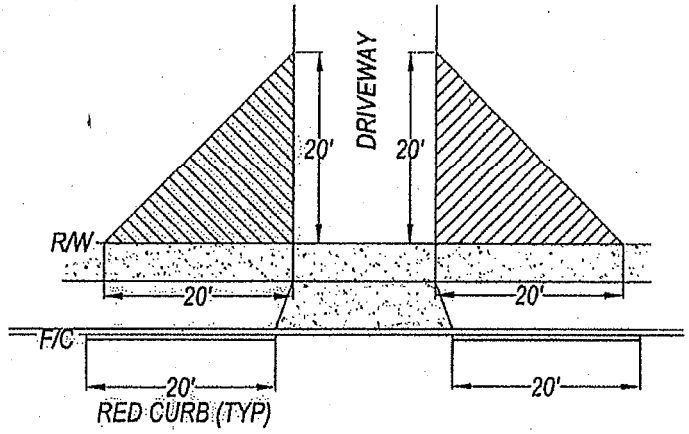
INTERSECTION



LOCAL STREET DRIVEWAY



COLLECTOR STREET DRIVEWAY



ARTERIAL STREET DRIVEWAY

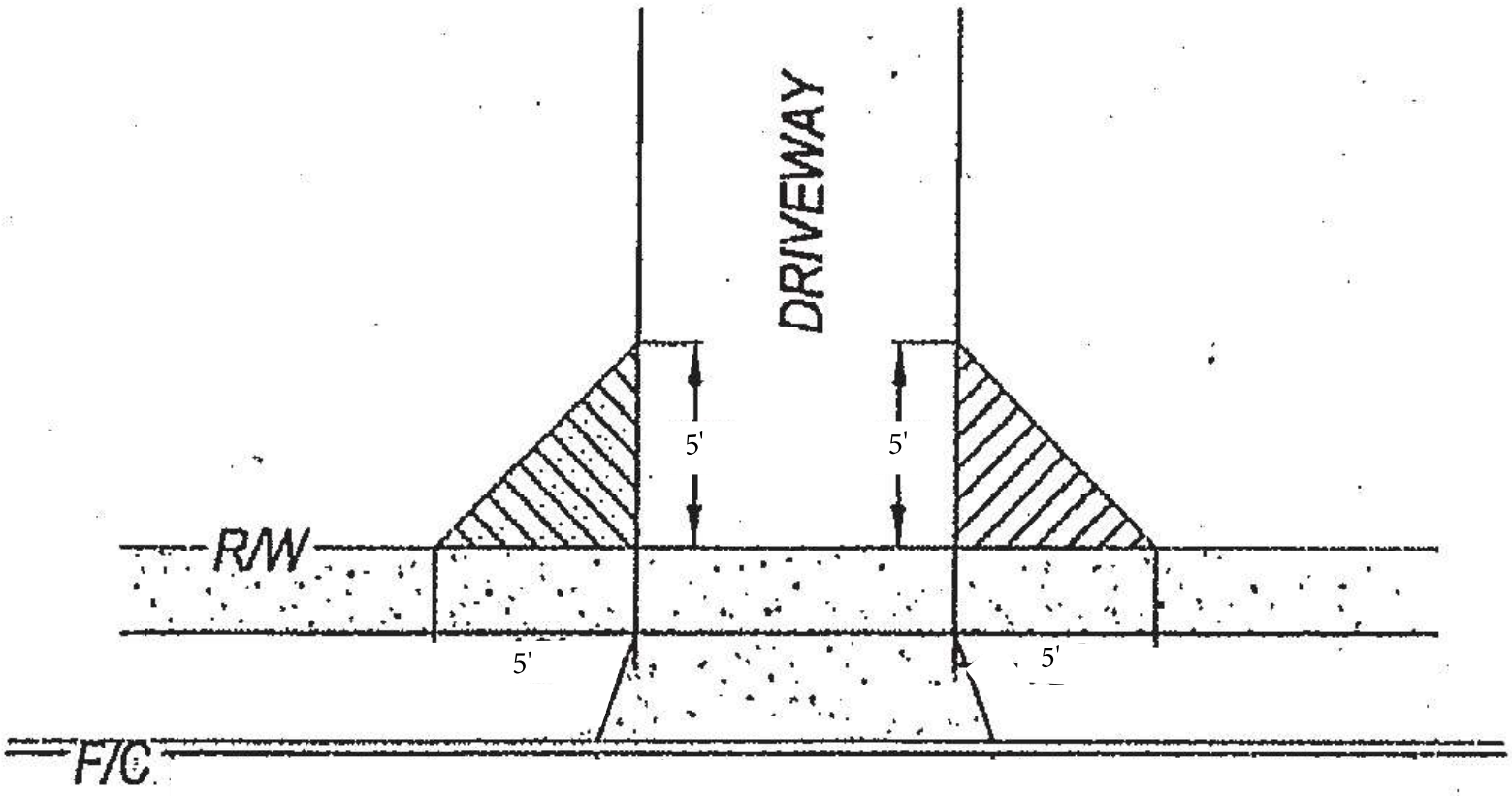
WITHIN THIS AREA, ALL SHRUBS, BUSHES, SOLID FENCES, AND OTHER IMPROVEMENTS SHALL BE RESTRICTED TO A 2' MAX HEIGHT, FENCES THAT ARE 50% OPEN AND RETAINING WALLS SHALL NOT EXCEED 3' MAX HEIGHT AND TREES MAINTAINED TO A CLEARANCE OF 7.5' ABOVE GROUND (M.C. SEC. 10.32.020)

NOTES:

1. HEIGHT LIMITS ARE MEASURED FROM THE TOP OF CURB NEAREST TO THE OBSTRUCTION OR (ON STREETS WITH NO CURBS) THE NEAREST EDGE OF PAVEMENT.
2. 20 FT RED CURB FOR DRIVEWAY ACCESSIBILITY AND VISIBILITY DOES NOT INCLUDE THOSE DRIVEWAYS SERVING SINGLE FAMILY HOMES.
3. FOR STREETS WITH TRAFFIC CALMING CURB BULB-OUTS, THE VISIBILITY TRIANGLE IS MEASURED ALONG THE BULB-OUT FACE OF CURB.

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	DESIGN: _____ DRAWN: _____ CHECK: _____	DATE: 10/01/2012 SCALE: _____ BOOK: _____	PLAN: _____ FILE: _____

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Parking and Driveway Design Guidelines

Public Works Department
Transportation Division

A. DEFINITIONS

- A "driveway approach" is that portion of the automotive vehicular access located in the public right-of- way between the curb line (or edge of pavement) and the front property line.
- A "driveway" is that portion of the automotive vehicular access located on private property between the front property line and the line which would be at the front of a vehicle when it begins its first maneuver to enter either the first parking space or the first lateral aisle.
- An "aisle" is that portion of the automotive vehicular access located on private property which is used for maneuvering between the driveway and the parking space (or stall).

B. WIDTHS

The widths of driveways vary depending upon the length of the driveway, the number of cars being served, the number of cars that must back out into the street, and the presence of obstructions adjacent to the driveway. The table below lists the City's width guidelines and the maximum number of cars that will be permitted to back out into the street. These guidelines apply only to residential parking areas.

Driveway Widths for Residential Units

	Length of Driveway (front property line to aisle)				
	0' – 30'	31' – 60'	61' – 100'	101' & over	Max # of cars that can back into street
Number of cars served	Width in Feet				
1 - 3	8	9	10	11	3
4 – 6	9	10	11	12	0
7 – 25	10	11	12	15	0
26 – 35 a / b	9 / 18	9 / 19	10 / 20	10 / 20	0 / 0
36 – 50 a / b	9 / 19	10 / 20	10 / 20	10 / 20	0 / 0
51- 100 a / b	10 / 20	10 / 20	10 / 20	10 / 20	0 / 0

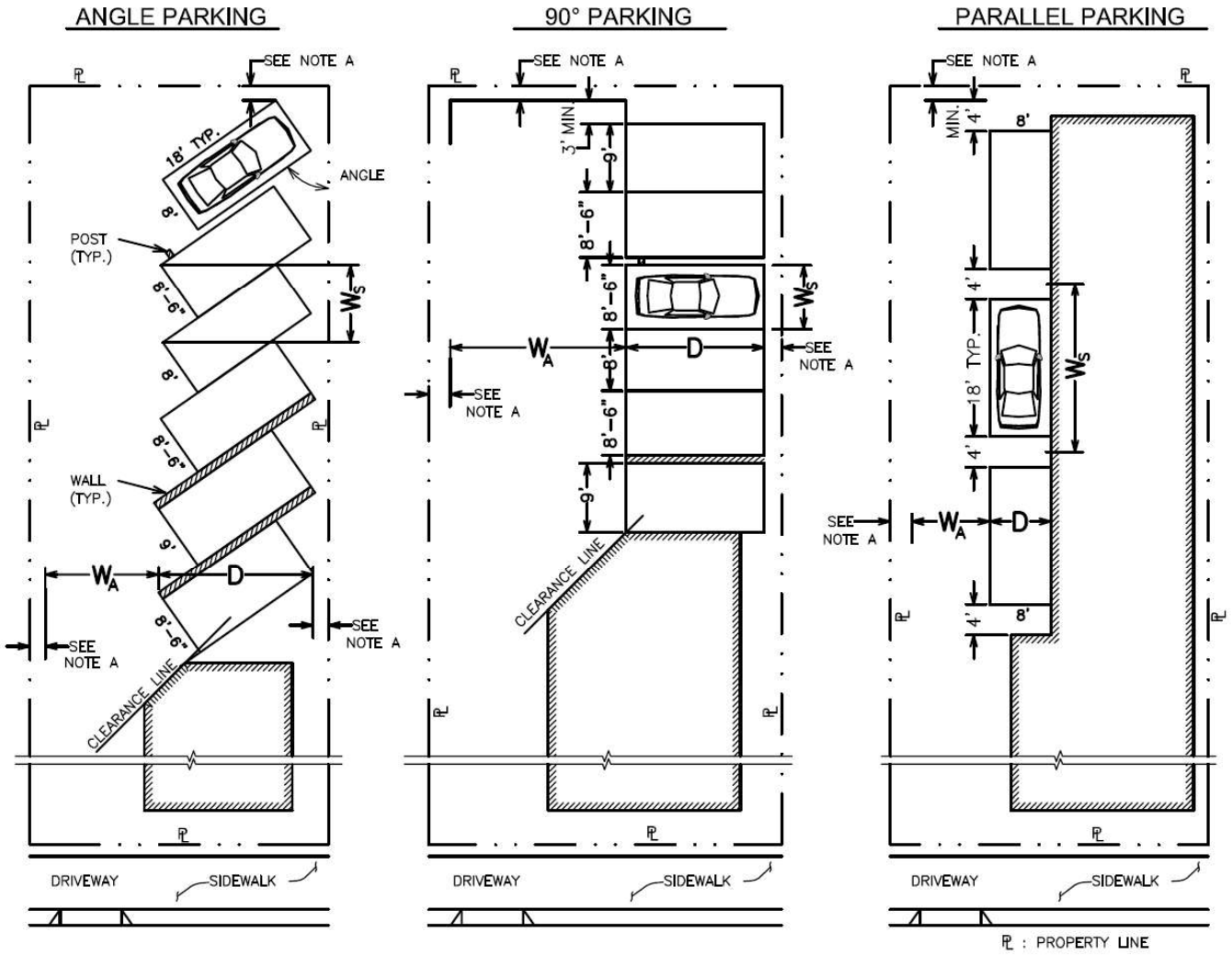
a. One-way circulation (2 driveways required)
b. Two-way circulation (1 driveway required)

C. OTHER GUIDELINES

- Generally, driveway slopes should be less than 15%. Though driveway slopes of up to 25% may be allowed, their approval is contingent upon a City Traffic Engineer's consideration of total driveway length, length of the 25% slope, width, topography, whether vehicles are driven, or are likely to be driven, in reverse at any time, existing or proposed fences or walls of any type, and other design issues relevant to the particular site.
- Driveway spacing on the same residential lot must be greater than 75 feet.
- Driveway widths must be less than or equal to 20 feet.
- Grade breaks of 10% are permitted and transition slopes must be 10 feet or longer.
- Commercial driveways are not permitted to serve a parking layout that results in vehicles backing out and into the street.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Parking Requirements



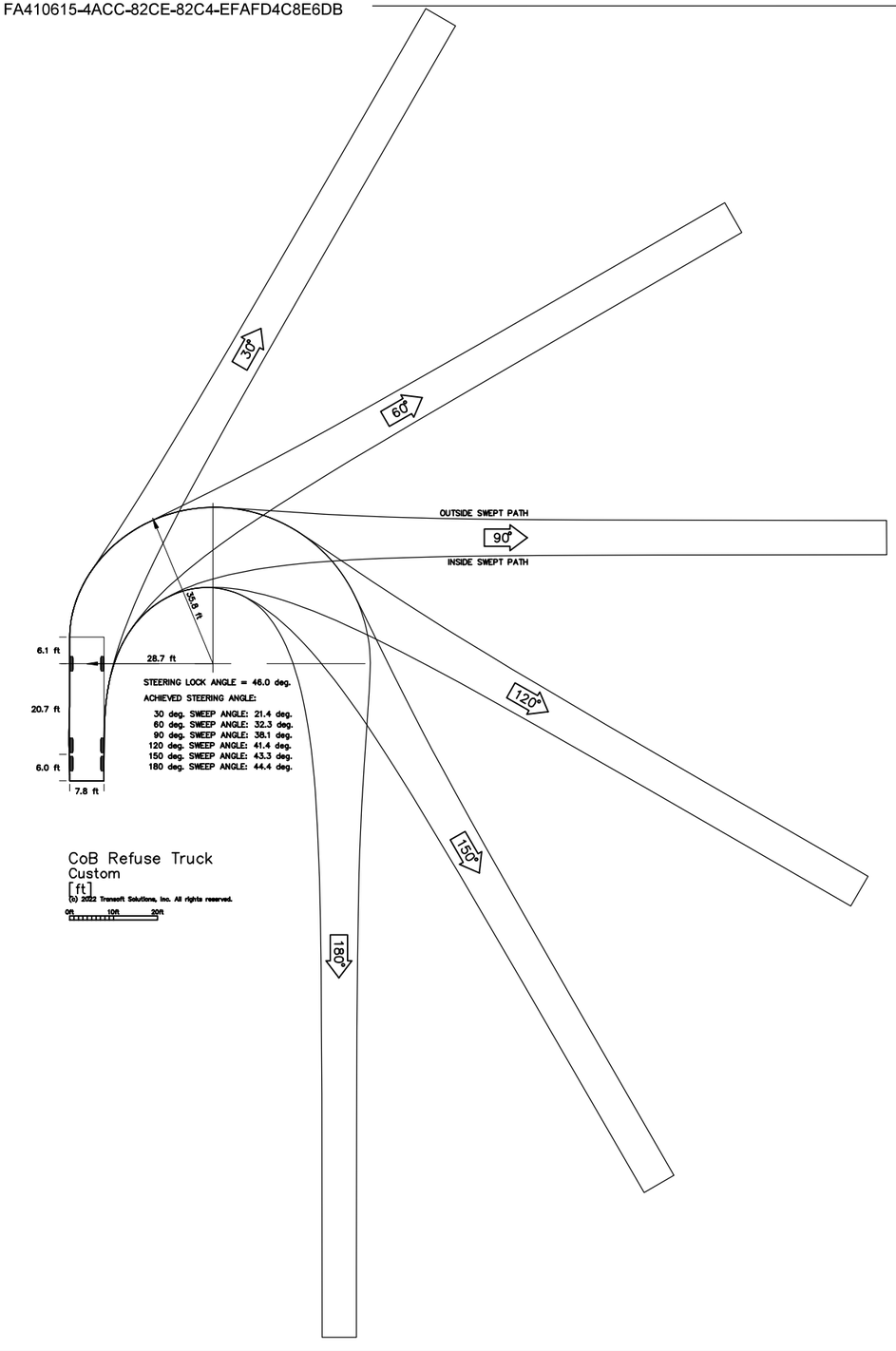
Angle of Parking	Depth of Stall (D)	Width of Aisle (W_A)	Width of Stall Parallel with Aisle (W_S)
Parallel	8’	12’	22.0’
30°	16’	12’	16.0’
45°	18’	12’	11.3’
60°	19.6’	18’	9.2’
75°	19.5’	21’	8.3’
90°	18’	24’	8.0’

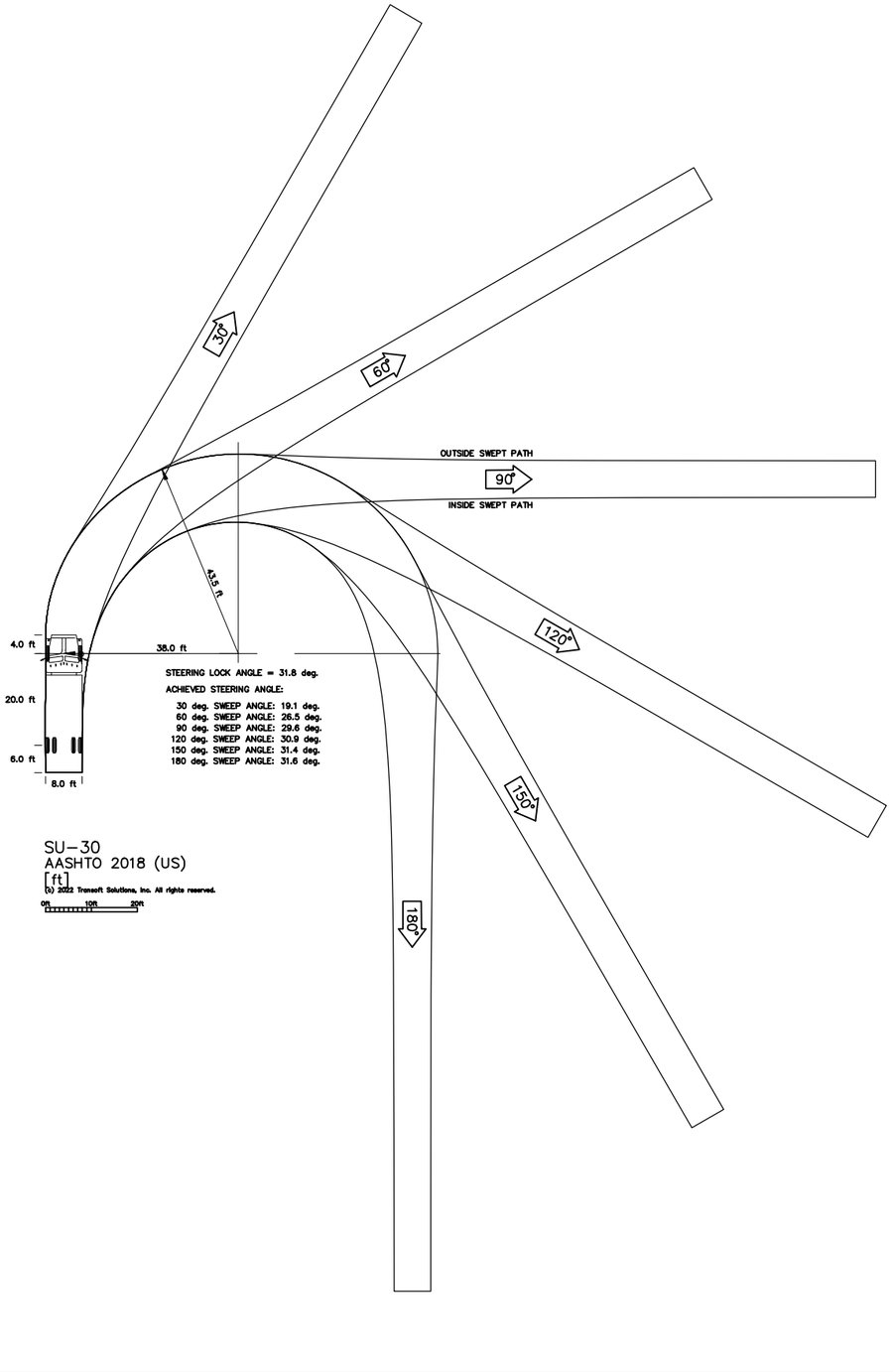
Notes:

A. The Berkeley Municipal Code, Zoning Sections 23D.12.080, 23D.04.70, and 23E.28.080, requires various screening, buffering, or landscaping treatments dependent upon location of parking (side or rear), number of spaces, and whether property is commercial or residential.
B. Add .5 foot if the parking space is adjacent to walls, posts, columns, landscaping, etc.
C. Vehicles are <u>not</u> permitted to maneuver, into or out of parking spaces, within the public right-of-way.
D. Parking pad slopes must be 2% maximum or as approved by a City Traffic Engineer.

Transportation Division, 1947 Center Street, 4th Floor, Berkeley, CA, 94704
Tel: 510.981.7010 TDD: 510.981.6903 Fax: 510.981.7060 E-mail: transportation@cityofberkeley.info

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB





N.T.S.

REFUSE TRUCK

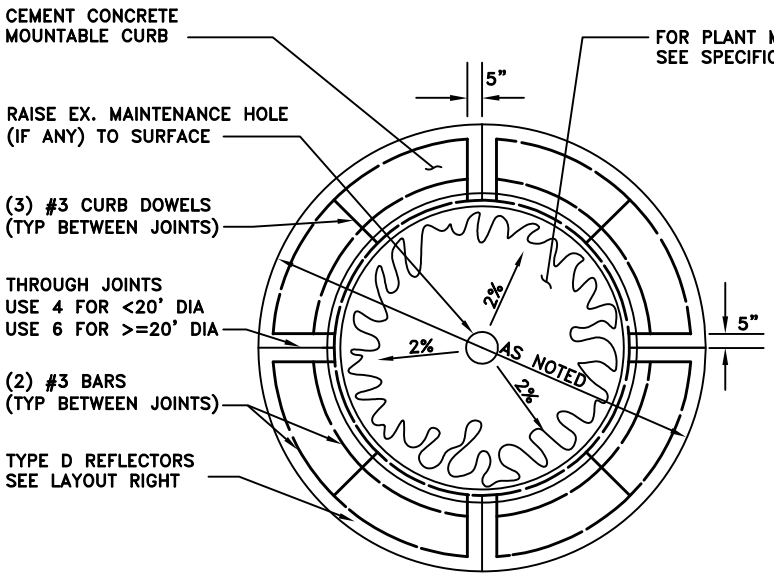
SU-30

Turning Templates
Berkeley Refuse Truck and SU-30
3/28/2022

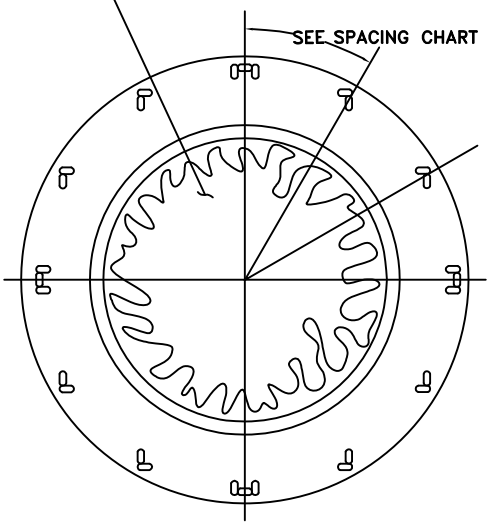
CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL
DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Mar 28, 2022 CADD FILE: V:\Engineering\CAD\Templates\Conceptual CAD Template\0000-Concept-Template.dwg

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



TYPICAL TRAFFIC CIRCLE

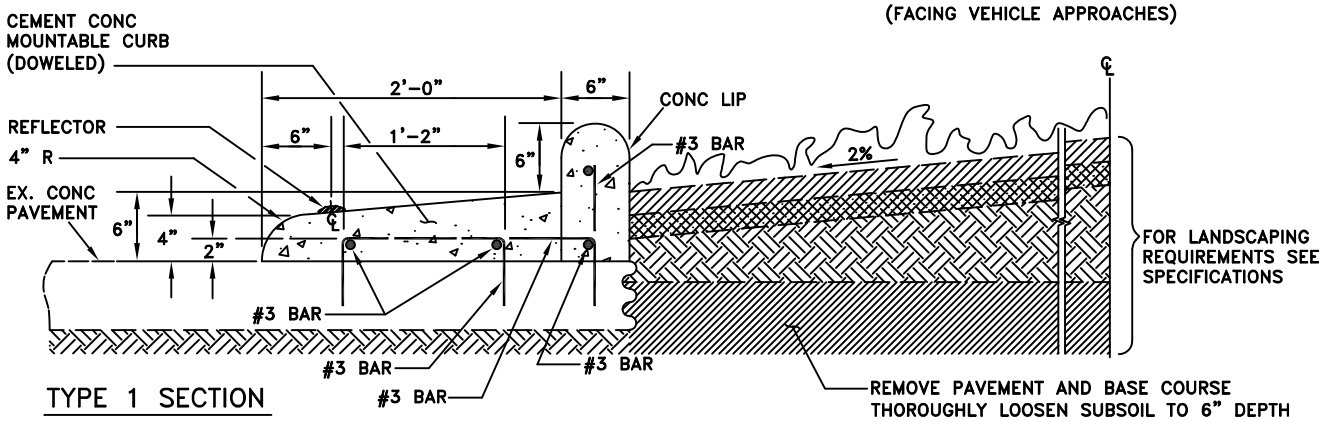


TRAFFIC CIRCLE REFLECTOR LAYOUT

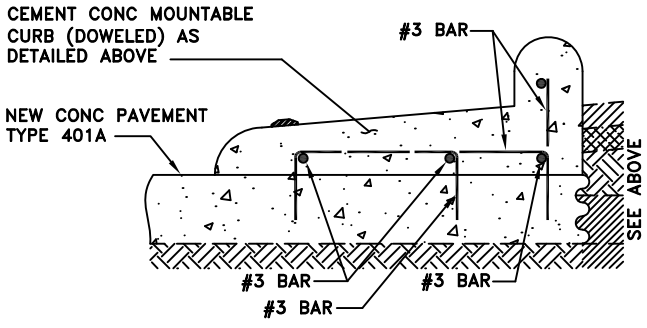
SPACING CHART

DIAMETER OF CIRCLE	DEGREE OF SPACING
<=12'	EVERY 45°
<20'	EVERY 30°
>20'	EVERY 22.5°

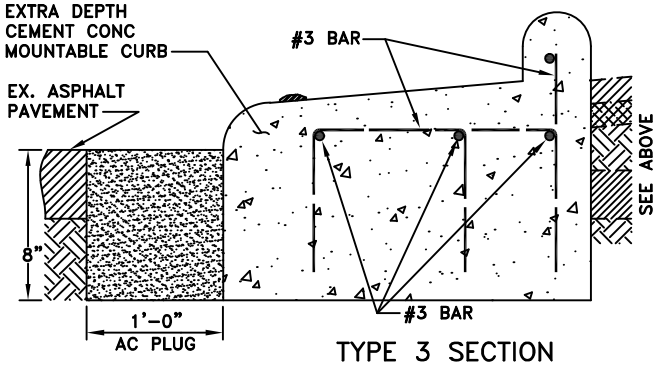
(FACING VEHICLE APPROACHES)



TYPE 1 SECTION



TYPE 2 SECTION
(SEE TYPE 1 SECTION FOR DIMENSIONS)



TYPE 3 SECTION
(SEE TYPE 1 SECTION FOR DIMENSIONS)

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
TRAFFIC CIRCLE

SUBMITTED:	DATE:	DESIGN: HM	DATE: 8-2-2019	PLAN: X
SUPERVISING CIVIL ENGINEER	R.C.E. / EXP.	DRAWN: ZT	SCALE: N.T.S.	FILE: X
APPROVED:	DATE:	CHECK:	BOOK: X	
MANAGER OF ENGINEERING	R.C.E. / EXP.			

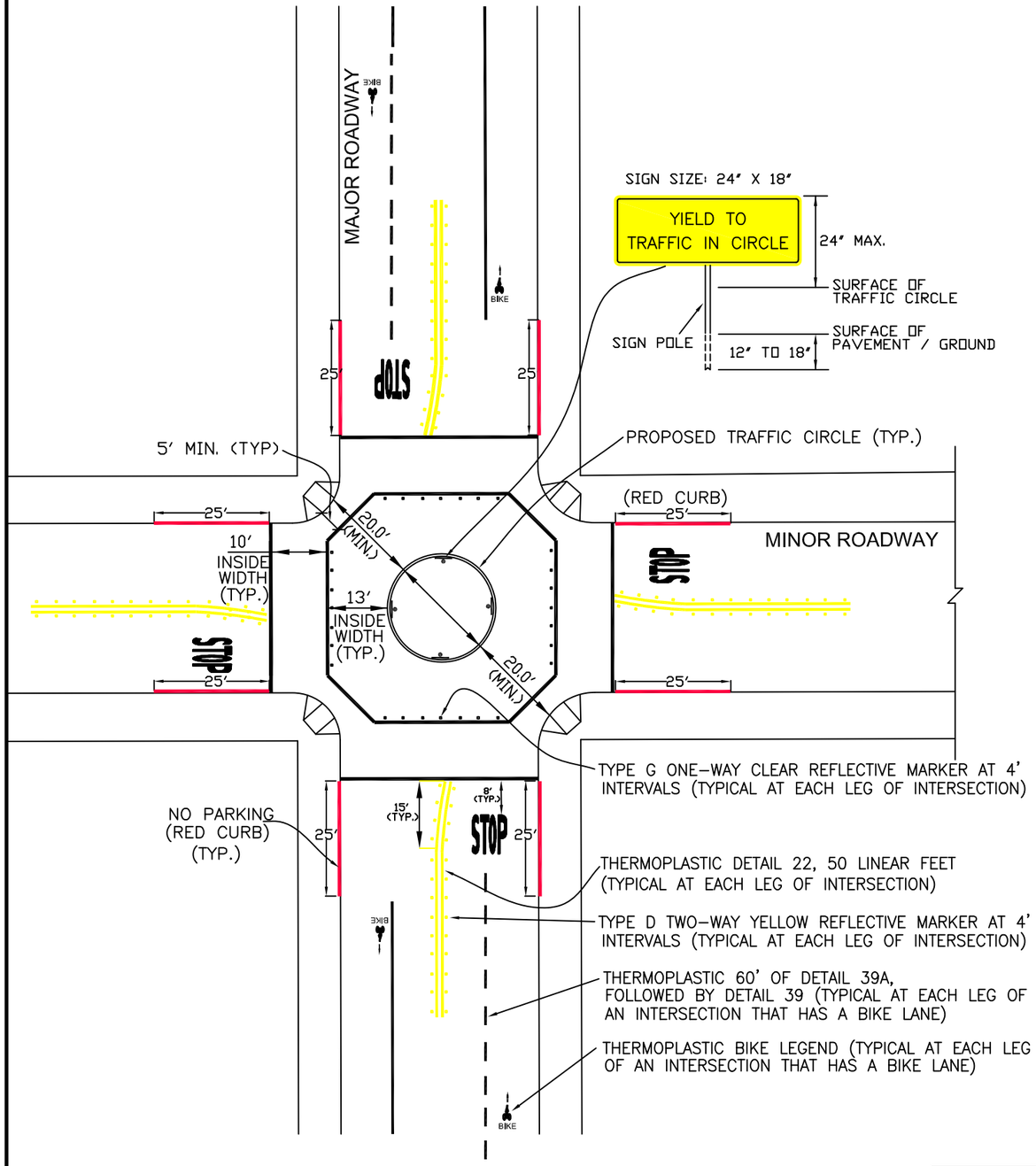
Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

"G:\CM-TRANSP\01- Traffic Calming\Tool Box\Traffic circles\Mountable Traffic circle - with planting surface - 2014-4-21.pdf"

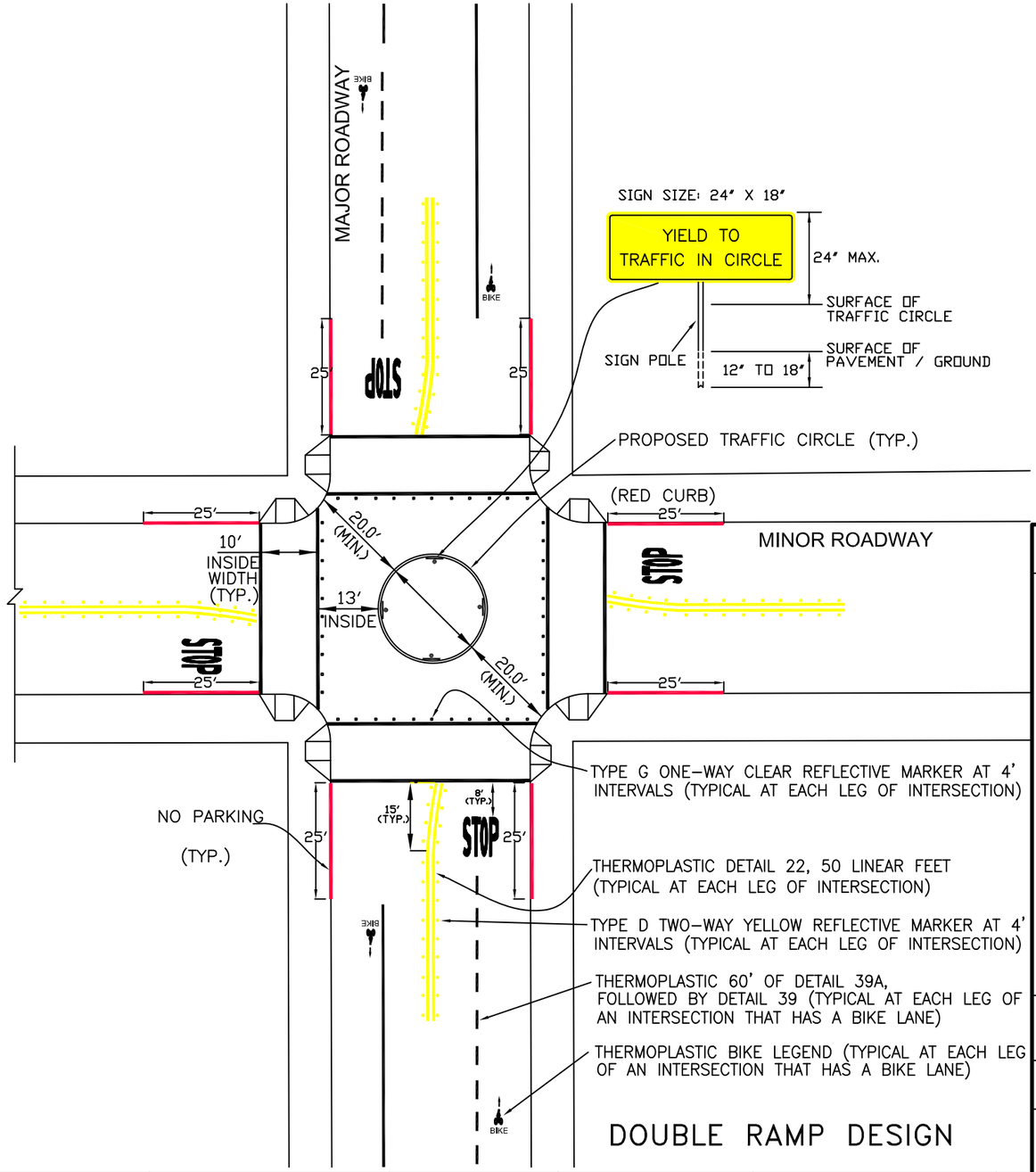
TYPICAL TRAFFIC CIRCLE DESIGN

NOTES:

1. Existing barriers at the intersection(if any)to be removed and taken to the Corporation Yard.
2. Existing traffic control device(s) at the intersection shall remain the same upon implementation of the new traffic circle (unless indicated differently by the Traffic Engineer).



SINGLE RAMP DESIGN



DOUBLE RAMP DESIGN

FOR REDUCED PLANS – ORIGINAL SCALE IS IN MILLIMETERS (0 20 40 60 80 100)

FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3 4)

SUBMITTED: HAMID MOSTOWFI, SUPERVISING TRAFFIC ENGINEER — DATE — R.C.E. — EXP.

APPROVED: MANAGER OF ENGINEERING — DATE — R.C.E. — EXP.

DESIGN W.AMIRI | DRAWN Z. TAN | CHECK | REC.DWG | HORIZ. 1"=30' | VERT. | BOOK | DATE 11/18/19

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

TYPICAL TRAFFIC CIRCLE DESIGN

PLAN | FILE | SHEET ___ OF ___

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

This Page Intentionally Blank

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

APPENDIX C

PEDESTRIAN, BICYCLE, AND BUS FACILITY ACCOMODATION IN CONSTRUCTION ZONES

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Supplemental Design Guidelines: Accommodating pedestrians, bicyclists, and bus facilities in construction zones

Every reasonable effort should be made to avoid and minimize construction impacts on pedestrian, bicycle, and bus facilities in Berkeley.

This document provides engineering and design guidance on temporary traffic control measures used to accommodate pedestrians, bicyclists, and bus facilities through construction zones in Berkeley. The guidance supplements the guidance in Part 6 of the California Manual on Uniform Traffic Control Devices (CA MUTCD)[1], which specifies that bicyclists and pedestrians must be safely accommodated through construction zones, and the City of Berkeley's "TRAFFIC CONTROL PLAN PREPARATION GUIDELINES" This supplemental guidance specifies when and where pedestrian, bicycle, and bus facilities may be relocated, detoured, modified, and closed in Berkeley. This guidance applies to all sidewalks and all roads on which bicyclists are legally allowed to travel, including designated bikeways. The guidance applies to any entity ("construction sponsor") performing construction work in the public right-of-way, including utility companies, private land use development, and the City of Berkeley.

Any construction sponsor submitting for any permit[2] for work in the public right-of-way to the City of Berkeley that will result in the blockage of a sidewalk, bicycle lane, vehicle travel lane, bus stop, or other public bicycle or pedestrian path must submit a Temporary Traffic Control Plan (TCP) to Public Works Traffic Engineering for review and approval. The guidance in this document is intended to direct the development of the construction sponsor's TCP.

The two major types of temporary traffic control (TTC) for pedestrians are adjacent sidewalk diversions and sidewalk detours (see Figure 1). To determine which temporary facility is appropriate, refer to Table 1.

Pedestrian Accommodation

All temporary pedestrian facilities and alternate paths must be ADA-compliant, and all pedestrian-related signage shall be as permanent as the other TTC signage. Any diversions, detours, or full closures must be approved as part of a Traffic Control Plan. Refer to the CalTrans Temporary Pedestrian Access Routes Handbook[3], for guidelines on these standards.

- Sidewalk Diversion - A temporary, protected pedestrian route shall be provided adjacent to the sidewalk in a parking lane (if present), travel lane, or bicycle lane. It shall be protected from moving traffic by an approved barricade device that is detectable by people with visual disabilities. If the pedestrian diversion takes up a bike lane, bike accommodation must be maintained (see Bicyclist Accommodation below). All sidewalk diversion routes must keep and maintain minimum 5 feet clear width, but shall provide up to 6' where feasible for pedestrian access.
    - The preferred treatment for long-term pedestrian diversions in construction zones in downtown Berkeley and other areas with significant pedestrian activity is a covered pedestrian walkway. Covered walkways shall conform with Berkeley's Pedestrian Access During Construction Projects (see attachment), the CalTrans Temporary Pedestrian Access Routes Handbook, ADA accessibility standards, and OSHA structural specifications for

[1] California Manual on Uniform Traffic Control Devices (CA MUTCD) 2009 Edition Part 6: https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-part6-rev6.pdf
[2] Permits include but are not limited to Concrete Permits for Sidewalk, Curb, Gutter and Driveway Approaches, Utility Excavation Permits, Miscellaneous Permits to Obstruct, Excavate and/or Construct in the right of way, Street and Sidewalk Use Permits, etc.
[3] CalTrans Safety / Traffic Webpage: https://dot.ca.gov/programs/construction/safety-traffic

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

scaffolding[4]. Design of the walkway should ensure limited obstruction between the top of railing and walkway cover to allow passive surveillance into and from the walkway, and should have a maximum exit access travel distance of 100 feet. Construction sponsors are responsible for maintaining adequate lighting within the covered walkway at all times and for removal of graffiti and cleaning of debris.

  - Construction sponsors may alternatively propose uncovered diversions using longitudinal channelizing devices, such as concrete k-rails, if permitted under the requirements listed by Berkeley's Pedestrian Access During Construction Projects. Channelizing devices used to separate a pedestrian diversion from moving traffic must fully protect pedestrians from motor vehicle impacts. Bases of temporary cyclone fences shall not extend over any adjacent traffic, bicycle lane, or pedestrian path of travel.

- Pedestrian diversions shall always be clearly identified, wheelchair usable, shielded from motor vehicle traffic, and free of pedestrian hazards such as holes, debris, gravel, mud, etc.

- **Sidewalk detours are not acceptable in downtown Berkeley, nor in areas where significant pedestrian activity occurs, such as near BART stations, near the University of California, Berkeley campus and in neighborhood commercial areas and are up to the discretion of the City's Traffic Engineer, or their designee.** All detours should ensure accessible conditions. Sponsor may be required to make appropriate repairs to the detour route. Signage shall be provided at closest intersections to alert pedestrians of the sidewalk closure and direct them to the detour. Advance notification to pedestrians of any sidewalk detours or diversions shall be provided at the nearest crosswalk that meets minimum safety requirements on either side of the detour or diversion.

  - In areas where long-term sidewalk detours are not acceptable, sidewalk detours may be approved for limited duration when full closure of a sidewalk is required for intermittent and unavoidable construction activity. Refer to Table 1 for the maximum acceptable duration and conditions per project location.

- In areas where sidewalk diversions or detours impact access to AC Transit, Berkeley Lab, or Bear Transit bus and shuttle stops the Contractor must receive written confirmation from affected parties regarding stop relocations. See "Bus Stop Relocation or Closure" subsection below.

[4] OSHA Standard 1910-28: Duty to have fall protection and falling object protection: https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.28

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Table 1: Reasonable Accommodation for Pedestrians

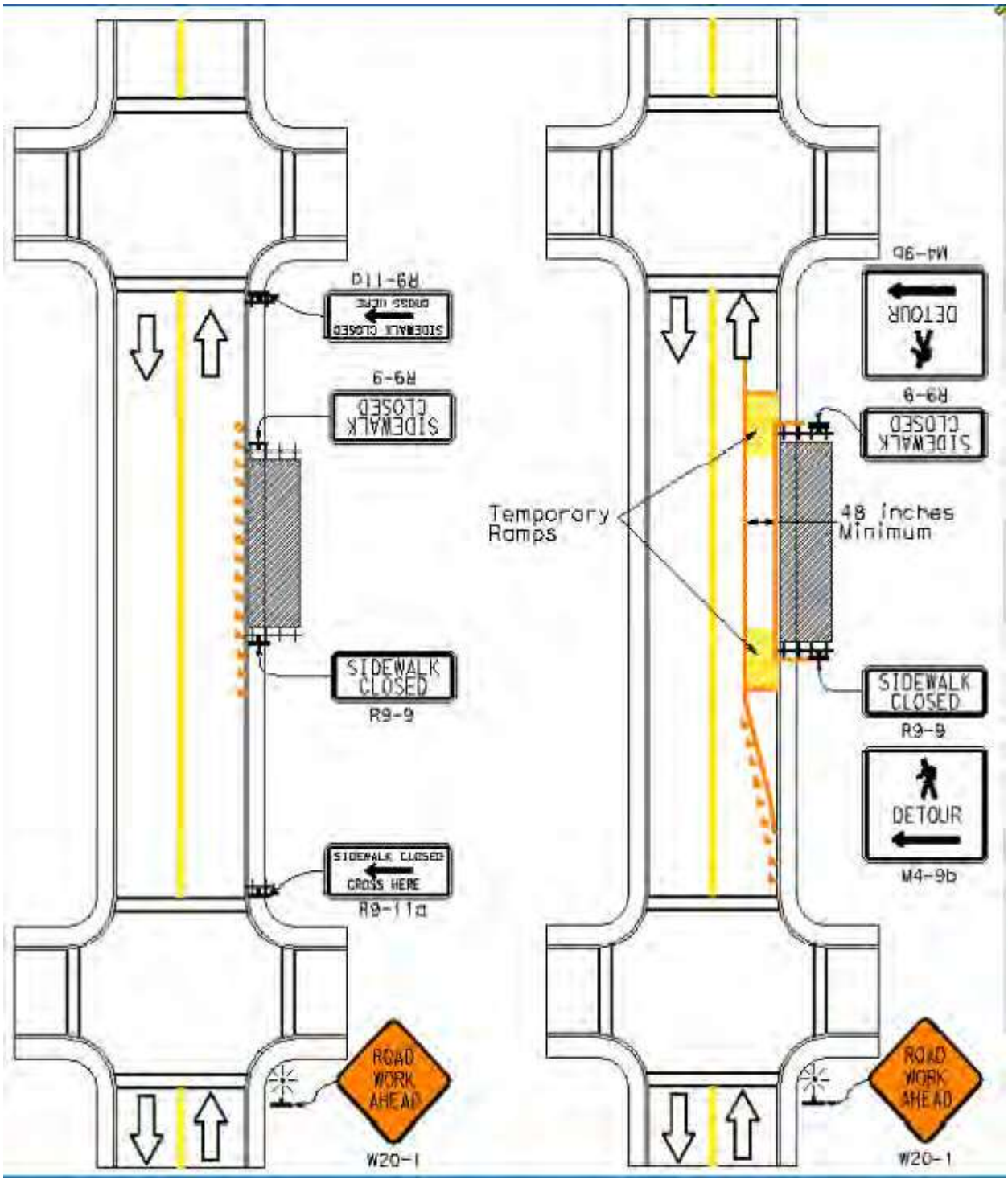
Treatment*	Construction Project Location		
	Downtown & within 0.25 miles of a BART station or UC Berkeley campus	Neighborhood commercial areas and major transit corridors	All other areas
Sidewalk diversion (temporary ADA walkway provided)*	Acceptable†	Acceptable†	Acceptable†
Sidewalk detour (no walkway provided)*	Prohibited	Prohibited	Acceptable†
Maximum duration of temporary sidewalk detour	4 hours Flagger required throughout duration of closure.	24 hours Flagger required throughout duration of closure.	One week Flagger required during peak traffic hours only.

* "Sidewalk diversion" and "Sidewalk detour" are defined in Figure 1.

† Acceptable only if TCP is deemed sufficient and approved by the City's Traffic Engineer, or their designee.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Figure 1: Sidewalk Detour and Sidewalk Diversion[5]



[5] Caltrans Pedestrian Temporary Access Routes Handbook (2020): https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/temp-ped-access-routes-handbook-2020-a11y.pdf

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Bicyclist Accommodation

As with pedestrian facilities, bike lane closures should be avoided. Existing bike lanes must remain clear (minimum 5') unless the bike lane closure is specifically approved as part of a Temporary Traffic Control Plan (TCP) and a reasonable accommodation for an alternate bicycle path of travel is implemented, defined and prioritized below:

1. Closing a parking lane and keeping the adjacent bicycle lane open;
2. Shifting the bicycle lane to a location on the same roadway to bypass the work zone or obstruction, and if necessary, shifting and narrowing the adjacent motor vehicle traffic lanes; provided the adjacent motor vehicle travel lanes shall be maintained at no less than ten feet (10 ft.) wide;
3. Closing the adjacent motor vehicle travel lane to provide space for a bicycle lane, provided that a minimum of one (1) motor vehicle travel lane shall remain in the same direction of travel;
4. Merging the bicycle lane and the adjacent motor vehicle travel lane into a shared travel lane adjacent to the work zone or other obstruction, installing shared travel lane markings (sharrows) in the shared travel lane and installing signage directing bicyclists to merge into the shared travel lane; provided the shared travel lane shall be maintained at no less than fourteen feet (14 ft.) wide; and
5. As a last resort, detouring bicyclists onto an adjacent roadway, in which case the detour route shall be adequately signed and replicate, as closely as practicable, the level of safety found on the bicycle route being blocked.

Note: if a bike lane closure is needed, the alternate path of travel must be implemented at the same level of protection as the existing facility. For example, if an existing protected bike lane must be closed, then a temporary protected bike lane shall be provided.

Any TCP that identifies bike lane closures, detours, or other bike facility changes is subject to approval and shall address the following guidance:

1. Active bike lanes must remain clear (5' minimum). Signage, channelizing devices, barriers, and other equipment shall not be placed in active bike lanes or in locations that would block bicyclists' path of travel.
2. Bike lanes shall not be closed for construction activities unless the closure is documented and approved in a TCP.
3. TCPs shall indicate the length and duration of all bike lane closures.
4. Where bike lanes must be closed, advance notification and tapers shall be provided with sufficient length to allow bicyclists to merge into the adjoining travel lane in advance of the bike lane closure.
5. TCPs that include bike lane closures shall post construction zone speed limits of 25 mph or less.
6. All bicycle-related signage shall be as permanent as the other TTC signage in the construction zone.
7. If the TCP includes roadway striping, temporary bike lanes and/or sharrows shall be installed.
8. The City's Traffic Engineer, or their designee, shall review TCPs that include bikeway detours or bike lane closures of longer than one week.

Refer to temporary traffic control details for Multi-lane Roadway with Travel Lane Closure, Temporary Bike Lane, and Parking Lane Closure and Single-lane Roadway with Bike Lane Closure and Parking Lane Closure (attachments).

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Bus Stop Relocation or Closure

Temporary relocation of a bus or shuttle stop for construction activity requires written approval from AC Transit, Berkeley Lab, and/or Bear Transit, submitted at the time of a TCP submission. Temporary bus stops must also be approved by Public Works Traffic Engineering and must be noted on the TCP. Any parking obstruction, sidewalk obstruction, travel lane obstruction, or other accommodation required for the temporary bus stop shall be proposed through an Engineering Permit application at the sponsors' expense.

Lane Closures

On multi-lane roadways, traffic lanes may be converted to a bike lane or pedestrian diversion, as specified in an approved TCP. Below is a set of guidance related to lane closures:

- As a general rule, no more than one lane fewer than the total lanes per direction may be closed. For example, a four-lane roadway with two lanes in each direction shall provide a minimum of one lane in each direction.
- Different guidance applies to lane closures on multi-lane one-way streets in downtown Berkeley. So long as a minimum of one travel lane remains open, the closure of two or more travel lanes may be approved upon request.
- The minimum width of a temporarily narrowed traffic lane is 10' (12' for streets serving AC Transit bus routes), clear of any obstructions, including traffic cones or delineators. Fire Department may have additional clear width requirements for emergency vehicle access.
- Existing left turn lanes shall be maintained. Left turn lanes should not be used for temporary through travel lanes.
- Completely closing any direction of traffic is generally not allowed. This includes any plan which allows one lane to be used for two directions of traffic ("Two-Way Flag Control"). An approved TCP is required to use "Two-Way Flag Control."
- When any movement is reduced to a single lane that includes left and through movements at an intersection, the TCP may need to prohibit the left turn movement to facilitate efficient traffic flow. The TCP should include a recommended detour of the left turn.

Developing a Traffic Control Plan

Reflecting the above guidance in addition to the "Traffic Control Plan Preparation Guidelines", Traffic Control Plans shall be prepared by a certified traffic engineer. The proposed design and placement of the temporary traffic control signs, devices, and roadway markings shall be in compliance with the most recent edition of the CA MUTCD.

Subject to the conditions in Table 1, periodic full closures of streets and sidewalks may be approved. Note: the safe and reasonable flow of pedestrian and bicycle traffic is to be maintained in preference to construction activities and the flow of construction vehicles. If periodic full closures are necessary and anticipated, the construction sponsor shall indicate the following within the TCP, subject to approval:

1. The proposed location of flaggers or spotters to be posted at each end of the closed pedestrian or cycle route for the entire duration of time the intermittent closure is in place; and
2. The times of day when intermittent closure may occur; and
3. Acknowledgement that advance notice to Public Works Traffic Engineering, Berkeley Police Department, and emergency services is required for each full closure, subject to fine and/or revocation of the Engineering Permit.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Display of Permitted Temporary Traffic Control Plan

After an obstruction permit and TCP is approved and before commencing any activities that result in the blockage of a pedestrian or bicycle facility, construction sponsors must display a copy of the Engineering Permit at a prominent, publicly accessible location near the construction site entrance. Additionally, the following information must be simultaneously displayed:

1. The range of dates during which the permit is valid;
2. The name and contact information of the party requesting the permit;
3. A clear description of the approved temporary traffic control plan
4. A Berkeley Public Works Traffic Engineering phone number and email address to direct questions, comments, and concerns regarding the blockage.

Planning Appropriately for Temporary Traffic Control Plan Review

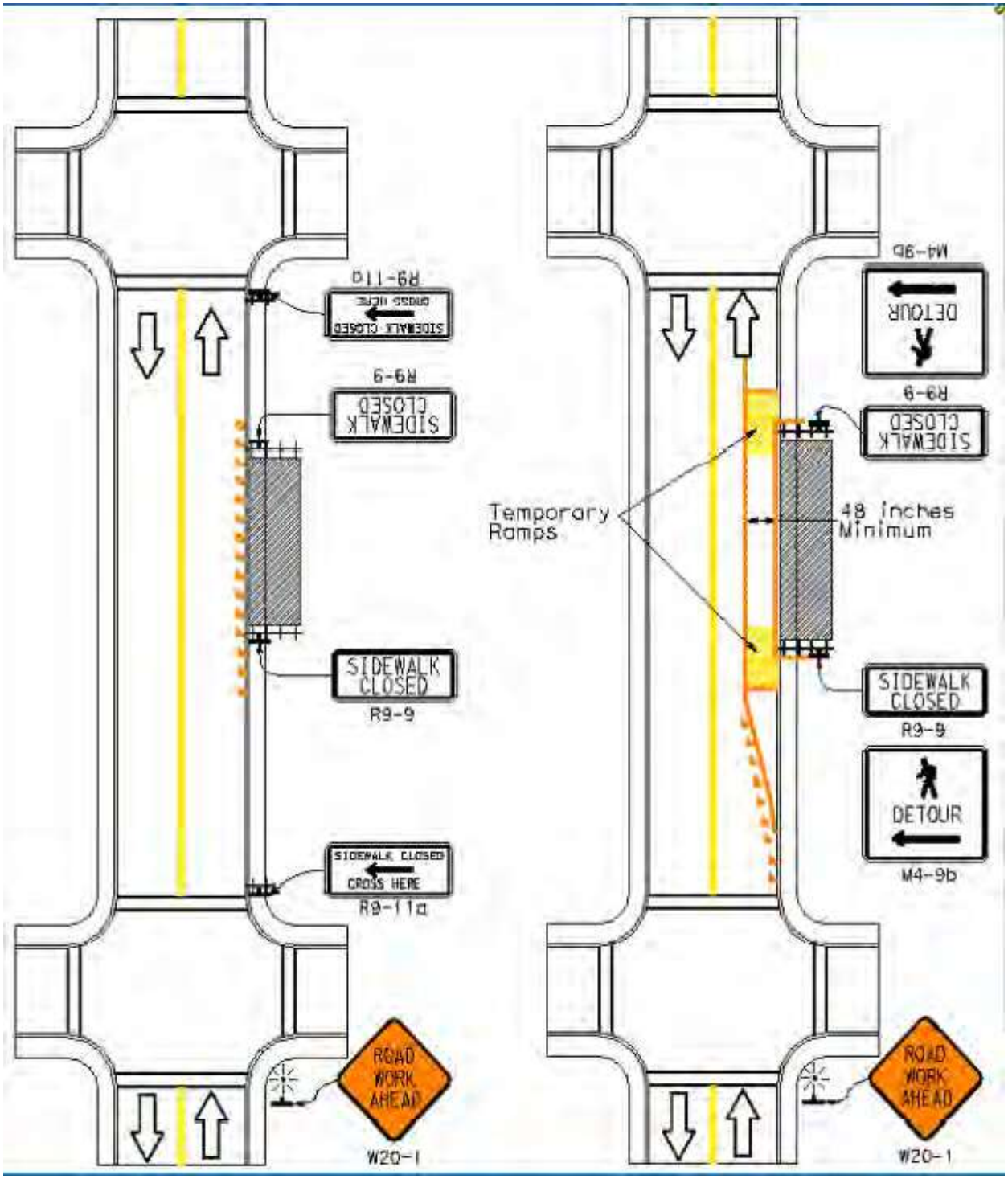
Every reasonable effort should be made to avoid and minimize construction impacts on pedestrian, bicycle, and bus facilities in Berkeley. As such, construction sponsors for land use development projects may elect to propose and receive feedback on preliminary plans for temporary traffic control within a land use development planning application. At minimum, construction sponsors should submit TCP proposals 60 days before desired construction start date.

Attachments

- *Figure 1: Sidewalk Detour and Sidewalk Diversion*
- *Pedestrian Access During Construction Projects*
- *Detail TTC-1: Multi-lane Roadway with Travel Lane Closure, Temporary Bike Lane, and Parking Lane Closure*
- *Detail TTC-2: Single-lane Roadway with Bike Lane Closure and Parking Lane Closure*
- *Signs: Temporary Traffic Control Sign Details for Bikeway Detours and Long-Term Bike Lane Closures*

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Figure 1: Sidewalk Detour and Sidewalk Diversion[6]



[6] Caltrans Pedestrian Temporary Access Routes Handbook (2022): https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/temp-ped-access-routes-handbook-2020-a11y.pdf

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

Public Works Engineering

The purpose of these standards for construction in the public right-of-way is to ensure pedestrian safety and access.

Standards apply to City of Berkeley crews, Contractors with the City, and all others working in the right-of-way.

Each project is unique and requires thorough review to ensure complete, safe, usable, and accessible paths of travel.

Please note: City of Berkeley Engineers may stop work when any hazardous conditions are present.

Permit Service Center
1947 Center St. 3rd floor
Berkeley, CA 94704
510-981-7500 TTY 6903
permits@cityofberkeley.info

MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR

The Contractor or permittee shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project.

- ☐ Pedestrian corridor shall be a nominal width of 6' whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48" wide at single point of contact or obstruction.
- ☐ Accessible pedestrian corridor shall connect with facilities within the project area.
- ☐ Equipment, debris, construction materials or vehicles shall not obstruct the corridor.
- ☐ No parked vehicles can obstruct blue curb parking spaces unless permitted.
- ☐ Temporary closure of designated pedestrian routes and crossings shall be allowed only when flaggers are present and safely directing pedestrians around hazards.

TEMPORARY RAMPS CONFORMING TO ACCESSIBLITY STANDARDS

The Contractor or permittee shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where ramps have been temporarily removed OR needed to route pedestrians.

- ☐ Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.
- ☐ Ramps shall have a minimum 4' wide walking surface and a maximum slope of 8%.
- ☐ Ramps shall snugly meet existing surfaces without gaps for drainage as required.
- ☐ Schedule 40 PVC pipe minimum 2" diameter shall be installed through ramp.
- ☐ Transitions between ramps and the street surface shall be smooth such that no lip exists at the base of the ramp.
- ☐ Sides of a ramp shall be protected where there is any drop-off.

CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING

Barricades that are impenetrable shall be used to separate pedestrians from hazards on all sides of excavations that may be exposed to pedestrians. Use materials and methods suitable to site conditions. Signs and fencing material shall not protrude into the clear pathway.

- ☐ A-frames used for defining path of travel (not barricading trenches) shall be placed end-to-end without spacing, shall be connected and maintained to ensure stability to help a person who is blind negotiate a safe path while using a cane.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

- ☐ Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.
- ☐ Fencing material requires a minimum 3” height, solid, uninterrupted toe-board.
- ☐ Signposts, scaffolding and fencing supports shall be placed entirely outside the pedestrian path of travel, minimum 4’ wide and 80” high without obstruction.
- ☐ Construction barriers shall be maintained in a sound, neat and clean condition.

IDENTIFICATION OF SAFE PATH OF TRAVEL

If a portion of the pedestrian way is rerouted due to construction, the path of travel shall be clearly defined. Traffic Engineer shall review any pedestrian access limitations and notification requirements for pedestrians with mobility or vision impairments.

- ☐ Paths of travel that DO NOT continue to the next corner or to a safe crosswalk shall be closed to pedestrian traffic. Signs a minimum of 36” x 36” must be posted stating the sidewalk is closed and detour pedestrians to accessible sidewalk.
- ☐ Pedestrian access corridors shall be clearly delineated with cones or barricades, as approved by the Engineer.
- ☐ If a crosswalk is closed, curb ramps leading into that crosswalk must be barricaded in such a manner that walkways that are not closed remain accessible to use.
- ☐ Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.

SURFACING OF PEDESTRIAN CORRIDORS

During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.

- ☐ Any change of level, which exceeds 1/4” height, must be beveled at 45º.
- ☐ Closed trenches, temporary paving surfaces, walking surfaces, steel plates; etc. shall have a smoothly finished, firm walking surface made even w/surrounding walkways.
- ☐ Aisle or loading area adjacent to a parking space is part of the pedestrian corridor.

RESTORATION OF PEDESTRIAN ROUTES

After construction, the site shall be returned to its former condition, or new condition as required.

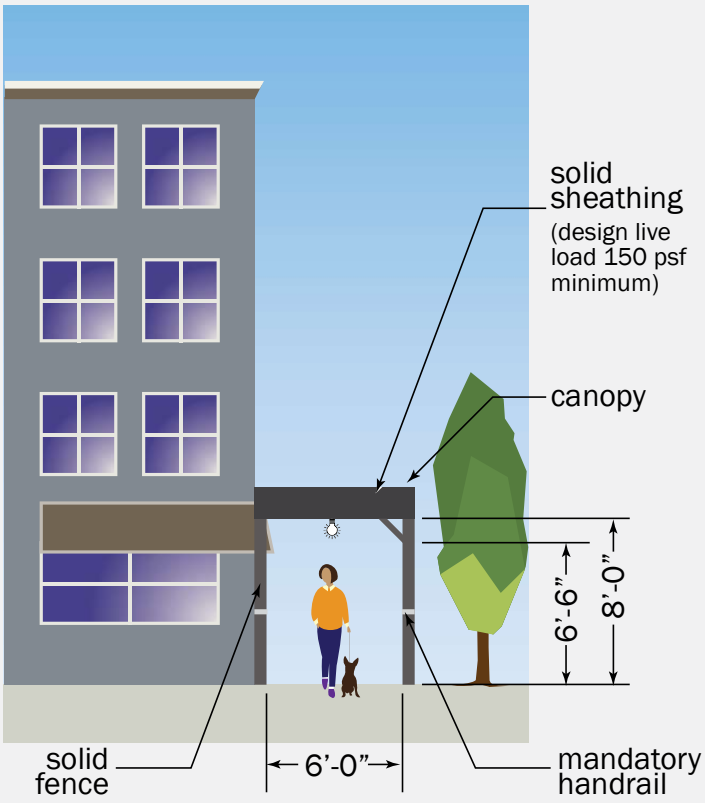
- ☐ Temporary ramps shall be removed as soon as construction and approval of permanent ramp is completed.
- ☐ After work is completed, surface of the pedestrian path shall be restored free from all ridges, gaps, bumps and rough edges.
- ☐ Construction that affects existing curb ramp shall include replacement or repair of the curb ramp to meet current City standards.

TABLE 3306.1 PROTECTION OF PEDESTRIANS

Height of Construction	Distance from Construction to Lot Line	Type of Protection Required
8 feet or less	Less than 5 feet	Construction Railings (see Figure C)
	5 feet or more	None
More than 8 feet	Less than 5 feet (see Figure A)	Barrier and covered walkway
	5 feet or more, but not more than ¼ the height of construction	Barrier and covered walkway
	5 feet or more, but between ¼ and ½ the height of construction	Barrier (see Figure B)
	5 feet or more, but exceeding ½ the height of construction	None

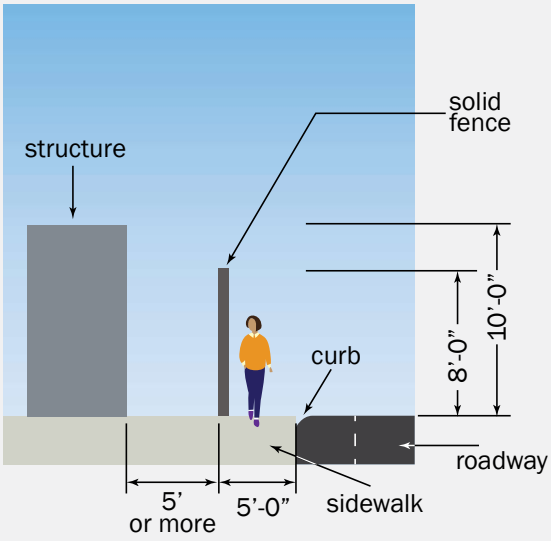
Figure A

Construction height greater than 8’



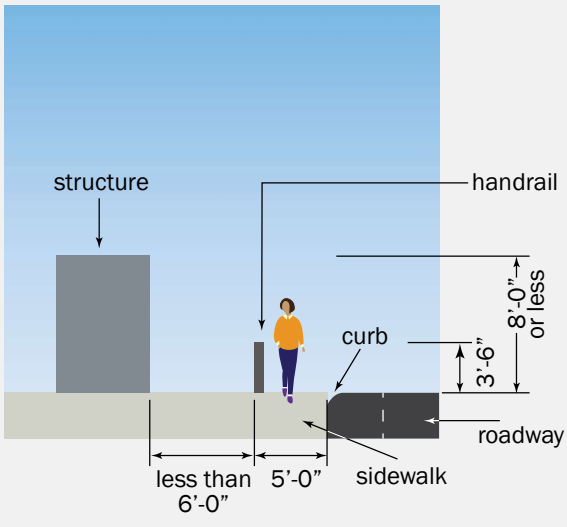
Type B

5 feet or more, but between ¼ and ½ the height of construction



Type C

Less than 5 feet



PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

3306.2 WALKWAYS

☐ A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accomodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be accessible in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m^2).

3306.3 DIRECTIONAL BARRICADES

☐ Pedestrian traffic shall be protected by a directional barricade where the walkway extends into the street. The directional barricade shall be of sufficient size and construction to direct vehicular traffic away from the pedestrian path.

3306.4 CONSTRUCTION RAILINGS

☐ Construction railings shall be not less than 42 inches (1067 mm) in height and shall be sufficient to direct pedestrians around construction areas.

3306.5 BARRIERS

☐ Barriers shall be not less than 8 feet (2438 mm) in height and shall be placed on the side of the walkway nearest the construction. Barriers shall extend the entire length of the construction site. Openings in such barriers shall be protected by doors that are normally kept closed.

3306.6 BARRIER DESIGN

Barriers shall be designed to resist loads required in Chapter 16 unless constructed as follows:

☐ Barriers shall be provided with 2-inch by 4-inch (51 mm by 102 mm) top and bottom plates.

☐ The barrier material shall be boards not less than 3/4-inch (19.1 mm) thick or wood structural panels not less than 1/4-inch (6.4 mm) thick.

☐ Wood structural use panels shall be bonded with an adhesive identical to that for exterior wood structural use panels.

☐ Wood structural use panels 1/4 inch (6.4 mm) or 5/16-inch (23.8 mm) in thickness shall have studs spaced not more than 2 feet (610 mm) on center.

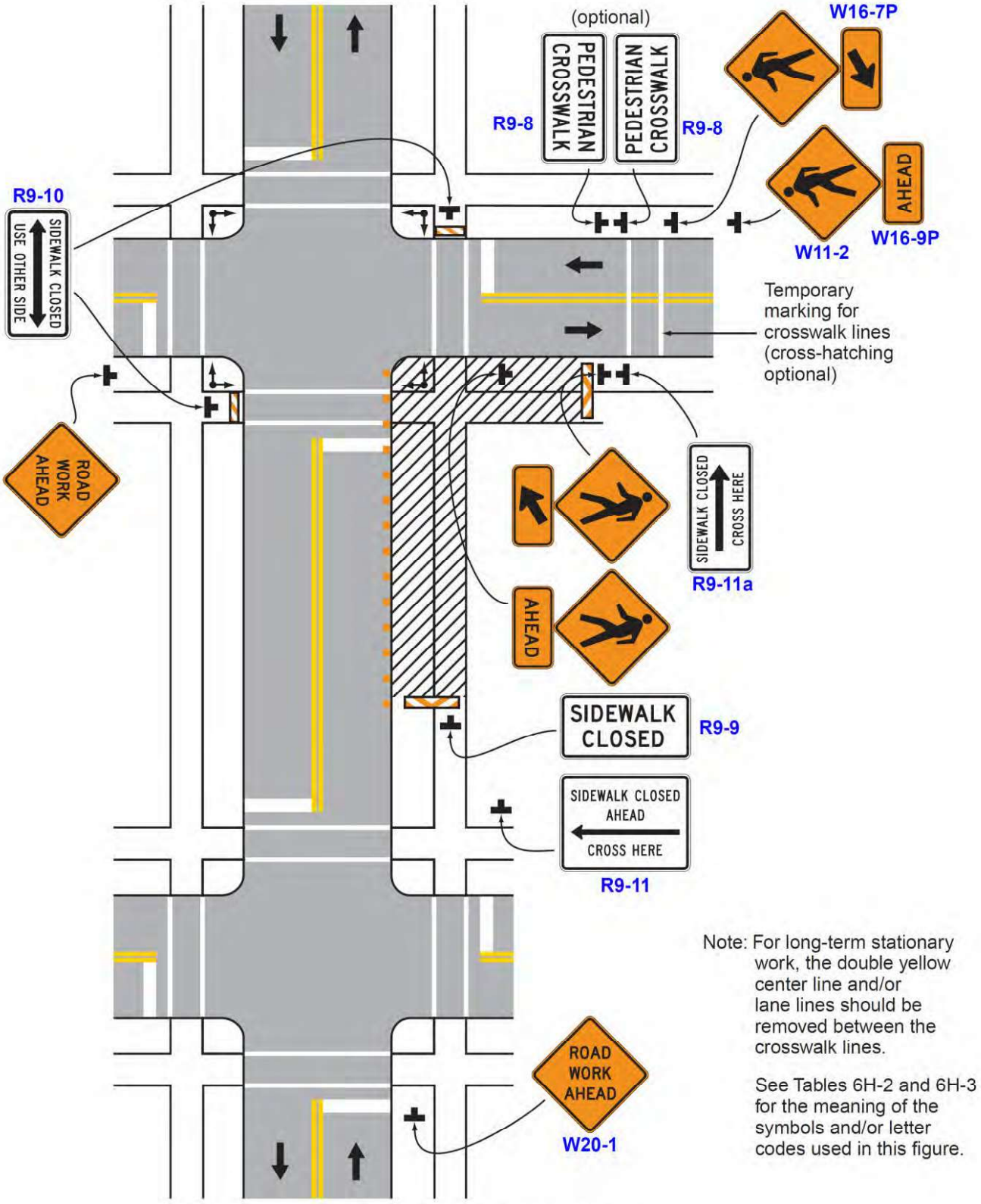
☐ Wood structural use panels 3/8 inch (9.5 mm) or 1/2 inch (12.7 mm) in thickness shall have studs spaced not more than 4 feet (1219 mm) on center provided a 2-inch by 4-inch (51 mm by 102 mm) stiffener is placed horizontally at mid-height where the stud spacing is greater than 2 feet (610 mm) on center.

☐ Wood structural use panels 5/8 inch (15.9 mm) or thicker shall not span over 8 feet (2438 mm).

Check One: ☐ Contractor ☐ Owner ☐ Owner's Agent

Name	Signature	Date

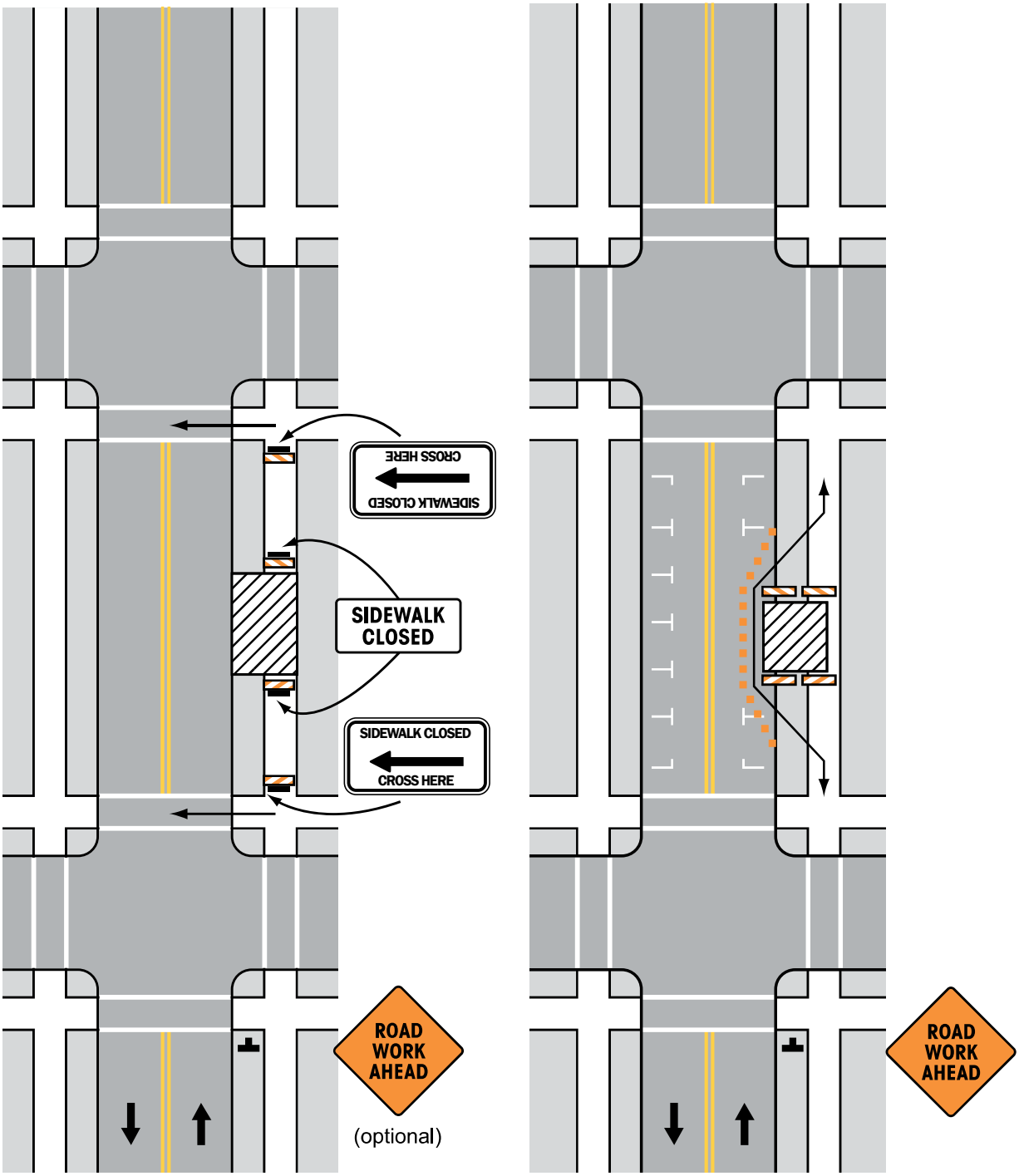
Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



Typical Application 29

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)

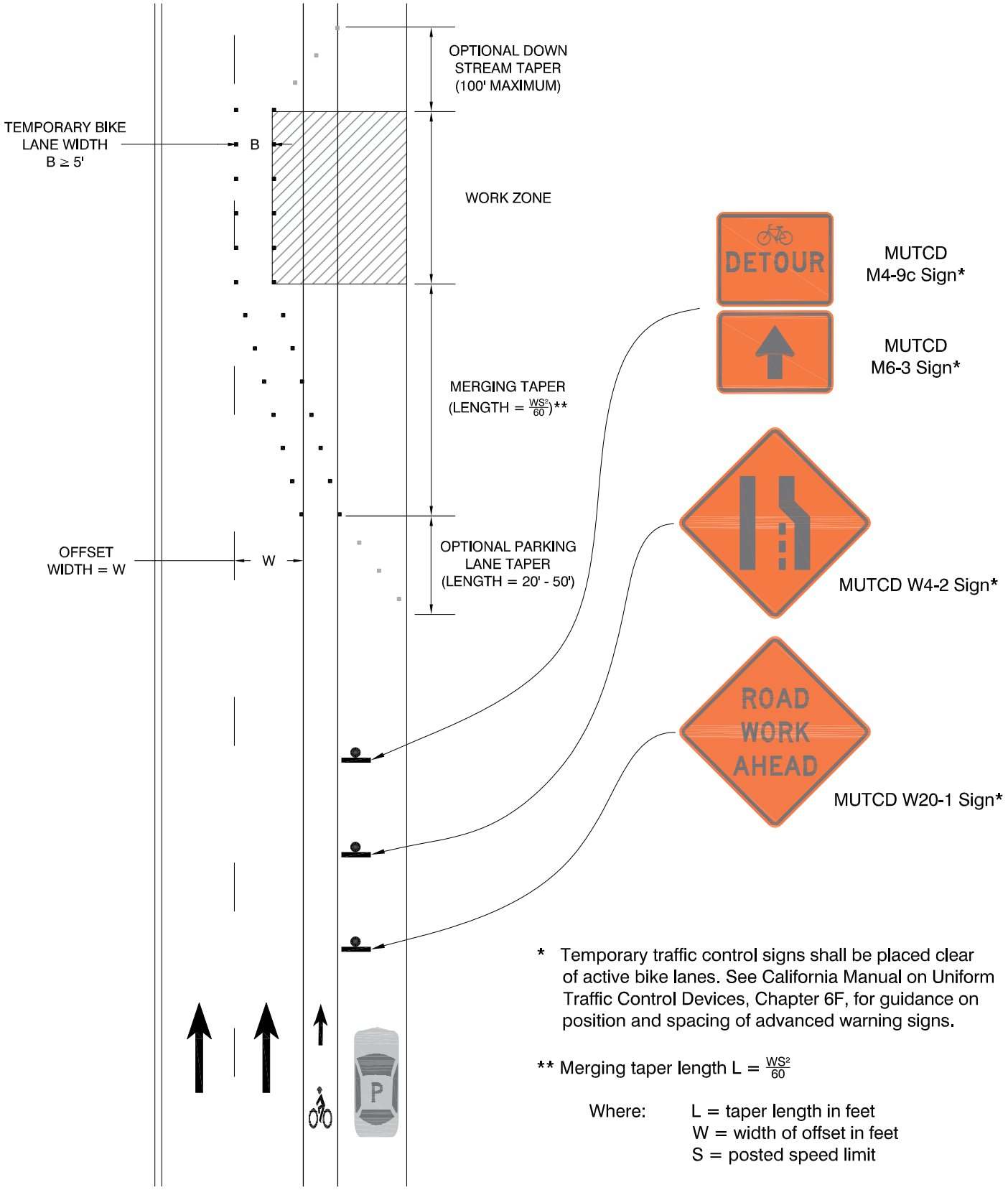


SIDEWALK DETOUR **SIDEWALK DIVERSION**

Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



* Temporary traffic control signs shall be placed clear of active bike lanes. See California Manual on Uniform Traffic Control Devices, Chapter 6F, for guidance on position and spacing of advanced warning signs.

** Merging taper length $L = \frac{WS^2}{60}$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit

CITY OF OAKLAND
BUREAU OF ENGINEERING AND CONSTRUCTION
BICYCLE FACILITIES PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 4344 * OAKLAND CA, 94612
(510) 238-3466 * FAX (510) 238-7415

MULTI-LANE ROADWAY WITH TRAVEL LANE CLOSURE, TEMPORARY BIKE LANE, AND PARKING LANE CLOSURE

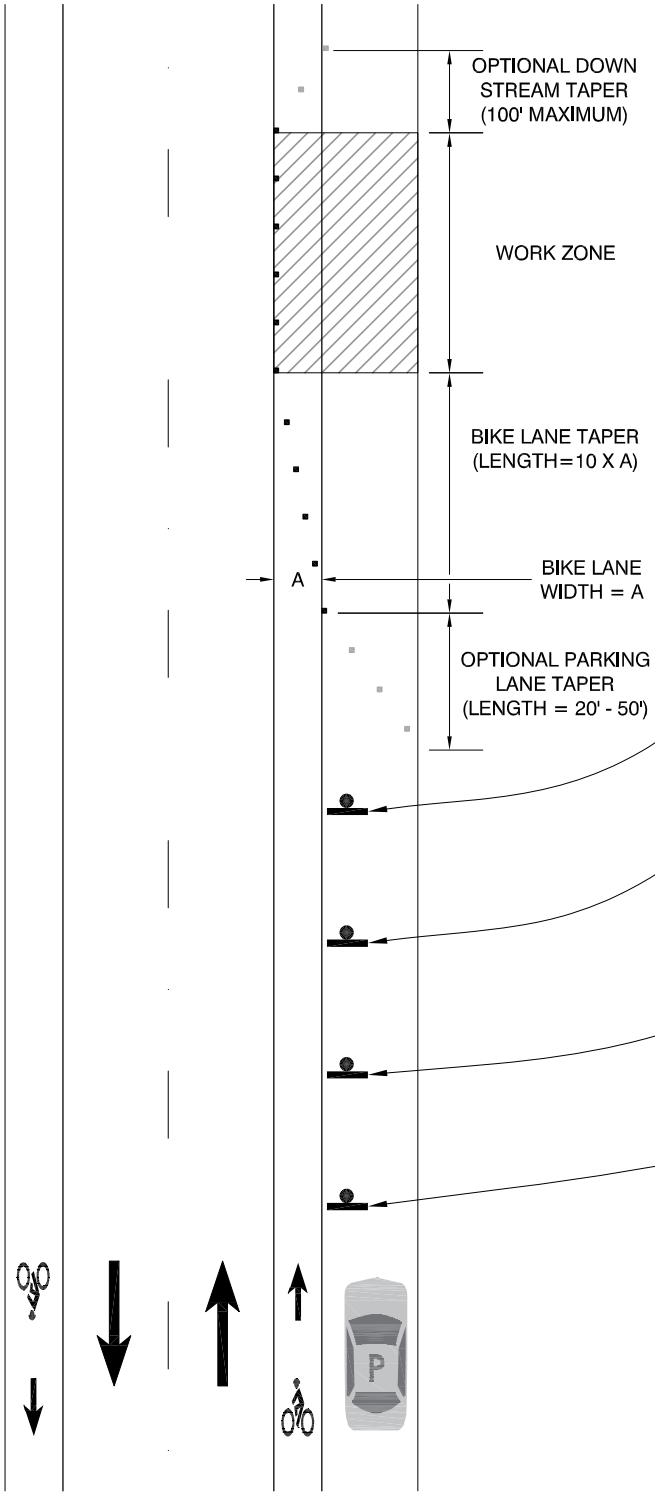
TEMPORARY TRAFFIC CONTROL DETAILS

SCALE: NOT TO SCALE

DWG. NO. TTC-1

DATE: OCT 2016

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB





MUTCD R4-11 Sign*
(Black on Orange)



Modified
MUTCD W20-5 Sign*



MUTCD C17(CA) Sign*



MUTCD W20-1 Sign*

* Temporary traffic control signs shall be placed clear of active bike lanes. See California Manual on Uniform Traffic Control Devices, Chapter 6F, for guidance on position and spacing of advanced warning signs.

CITY OF OAKLAND
BUREAU OF ENGINEERING AND CONSTRUCTION
BICYCLE FACILITIES PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 4344 * OAKLAND CA, 94612
(510) 238-3466 * FAX (510) 238-7415

SINGLE-LANE ROADWAY WITH BIKE LANE CLOSURE AND PARKING LANE CLOSURE

TEMPORARY TRAFFIC CONTROL DETAILS

SCALE: NOT TO SCALE

DWG. NO. TTC-2

DATE: OCT 2016

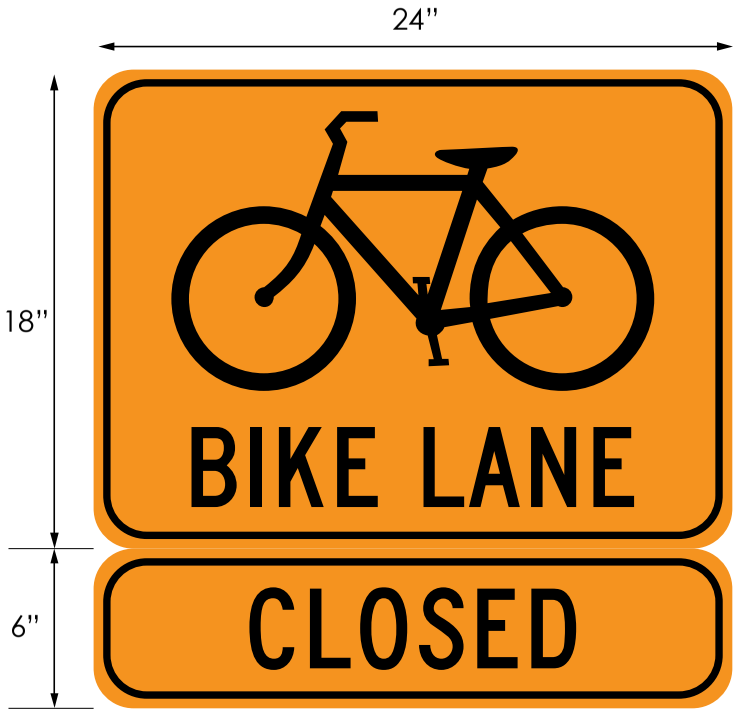
Assemblies for Long-Term Bike Lane Closures

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

R81/Custom Supplemental "CLOSED AHEAD" Plaque
- 3" letter height, all CAPS



R81/Custom Supplemental "CLOSED" Plaque
- 3" letter height, all CAPS



Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Assemblies for Streets Without Bike Lanes

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

R4-11 (BIKES MAY USE FULL LANE)
- Use: roads with two or more lanes per direction
- 4" letter height, all CAPS



W11-1 (bike warning) / W16-1 (SHARE THE ROAD) assembly
- Use: roads with one lane per direction
- W16-1: 5" letter height, all CAPS

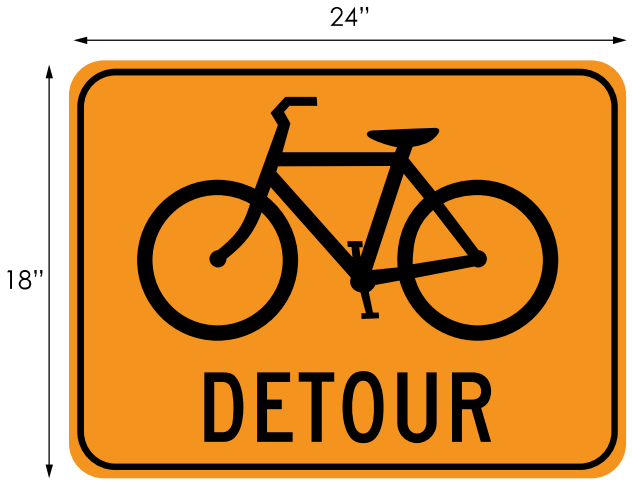


Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

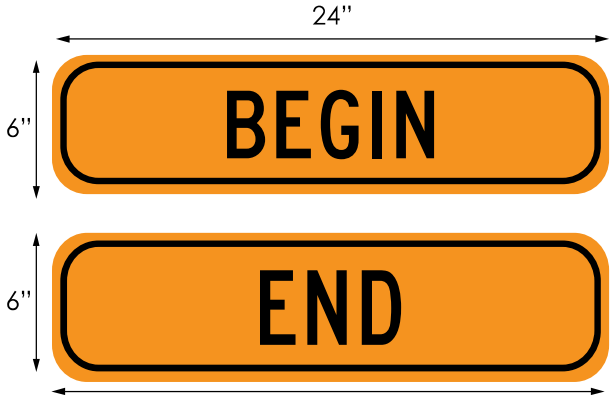
Blade Layout Details

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

D11-1
- 3" letter height, CAPS



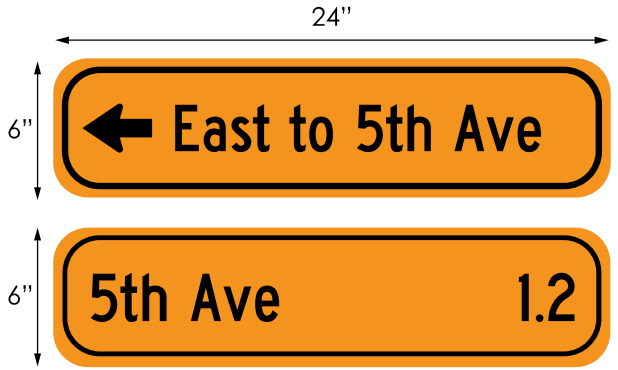
M4 series
- 3" letter height, CAPS



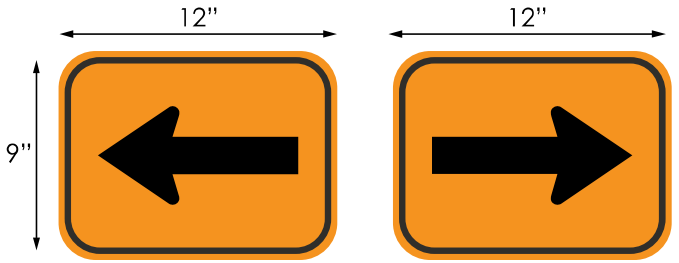
S17 (CA)
- 2.5" letter height, CAPS
  (example route name shown)



D1-1b
- 24" wide, 6" high (one-line); 10" high (two-line, not shown)
- 2" letter height, Title Case
  (example text shown)



M7-1 (L/R)



Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Example Assemblies for Bikeway Detours *

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

A



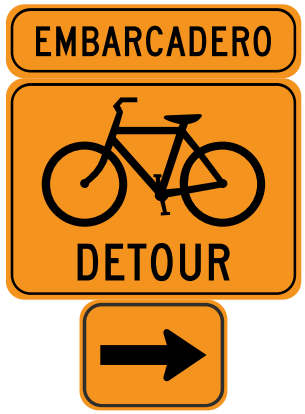
- 30" wide; height varies based on content
- Min 2.5 letter height, all CAPS

B



- 24" wide x 36" high

C



- 24" wide x 33" high

D



- 24" wide x 30" high

E



- 24" wide x 30" high

** Example assemblies shown above are from a project-specific detour. Assemblies will vary by project.*

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

- **The purpose of these standards for construction in the public right-of-way is to ensure pedestrian safety and access**
- **Standards apply to City of Berkeley crews, Contractors with the City, and all others working in the right-of-way**
- **Each project is unique and requires thorough review to ensure complete, safe, usable and accessible paths of travel**

MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR

The Contractor or permittee shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project.

- Pedestrian corridor shall be a nominal width of 6' whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48" wide at single point of contact or obstruction.
- Accessible pedestrian corridor shall connect with facilities throughout the project area.
- Equipment, debris, construction materials or vehicles shall not obstruct the corridor.
- No parked vehicles can obstruct blue curb parking spaces unless permitted by the City.
- Temporary closure of designated pedestrian routes and crossings shall be allowed only when flaggers are present and safely directing pedestrians around hazards.

TEMPORARY RAMPS CONFORMING TO ACCESSIBLITY STANDARDS

The Contractor or permittee shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where ramps have been temporarily removed OR needed to route pedestrians.

- Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.
- Ramps shall have a minimum 4' wide walking surface and a slope not to exceed 8%.
- Ramps shall snugly meet existing surfaces without gaps. When required for drainage
- Schedule 40 PVC pipe minimum 2" diameter shall be installed through ramp.
- Transitions between ramps and the street surface shall be smooth such that no lip exists at the base of the ramp.
- Sides of a ramp shall be protected where there is any drop-off.

CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING

Barricades that are impenetrable shall be used to separate pedestrians from hazards on all sides of excavations that may be exposed to pedestrians. Use materials and methods suitable to site conditions. Signs and fencing material shall not protrude into the clear pathway.

- A-frames used for defining path of travel (not barricading trenches) shall be placed end-to-end without spacing, shall be connected and maintained to ensure stability to help a person who is blind negotiate a safe path while using a cane.
- Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.
- Fencing material requires a minimum 3" height, solid, uninterrupted toe-board.
- Signposts, scaffolding and fencing supports shall be placed entirely outside the pedestrian path of travel, minimum 4' wide and 80" high without obstruction.
- Construction barriers shall be maintained in a sound, neat and clean condition.

IDENTIFICATION OF SAFE PATH OF TRAVEL

If a portion of the pedestrian way is rerouted due to construction, the path of travel shall be clearly defined. Traffic Engineer shall review any pedestrian access limitations and notification requirements for pedestrians with mobility or vision impairments.

- Paths of travel that DO NOT continue to the next corner or to a safe crosswalk shall be closed to pedestrian traffic. Signs a minimum of 36" x 36" must be posted stating the sidewalk is closed and detour pedestrians to accessible sidewalk.
- Pedestrian access corridors shall be clearly delineated with cones or barricades, as approved by the Engineer.
- If a crosswalk is closed, curb ramps leading into that crosswalk must be barricaded in such a manner that walkways that are not closed remain accessible to use.
- Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade

SURFACING OF PEDESTRIAN CORRIDORS

During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.

- Any change of level, which exceeds 1/4" height, must be beveled at 45°.
- Closed trenches, temporary paving surfaces, walking surfaces, steel plates; etc. shall have a smoothly finished, firm walking surface made even w/surrounding walkways.
- Aisle or loading area adjacent to a parking space is part of the pedestrian corridor.

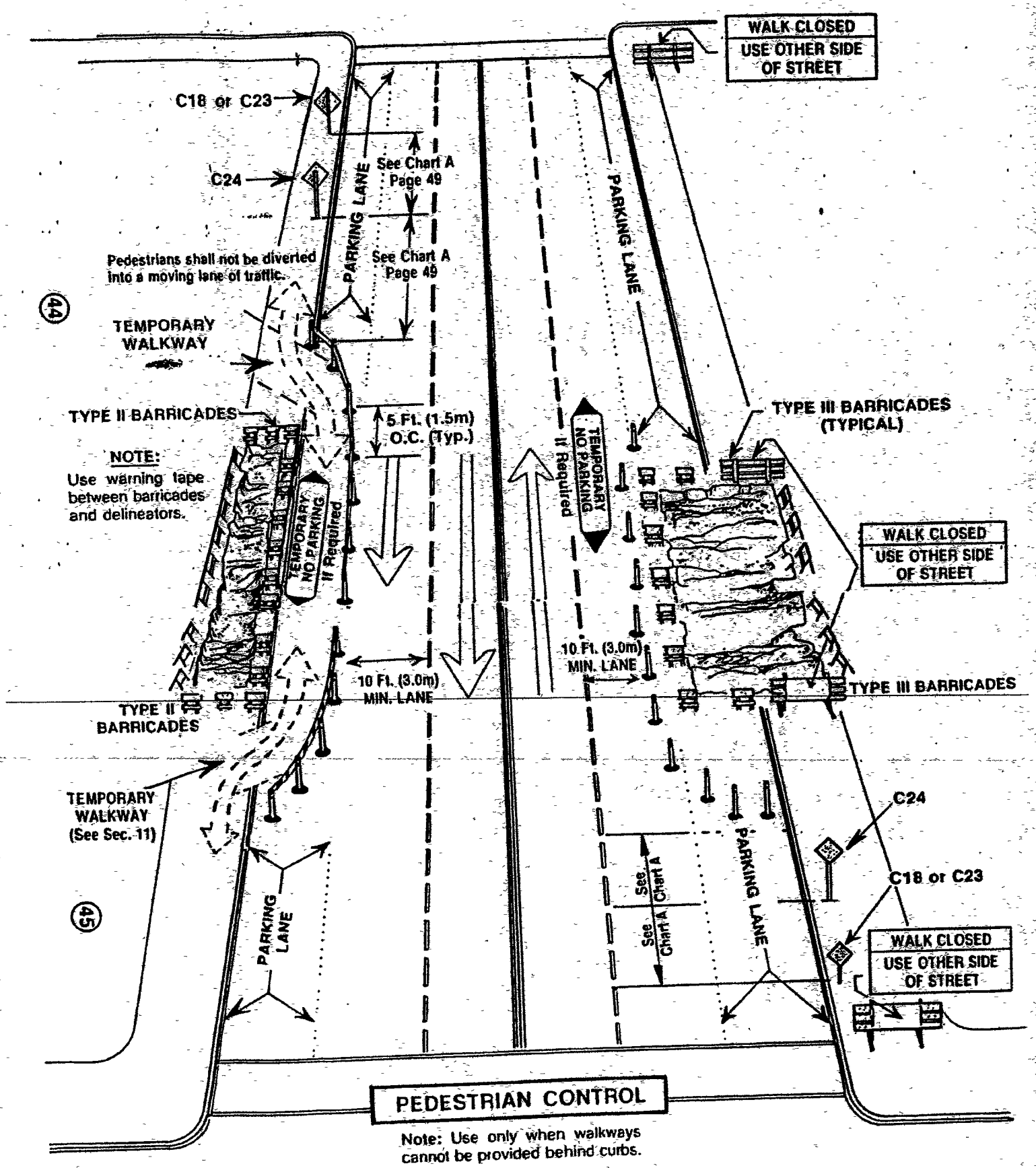
RESTORATION OF PEDESTRIAN ROUTES

After construction, the site shall be returned to its former condition, or new condition as required.

- Temporary ramps shall be removed as soon as construction and approval of permanent ramp is completed.
- After work is completed, surface of the pedestrian path shall be restored free from all ridges, gaps, bumps and rough edges.
- Construction that affects existing curb ramp shall include replacement or repair of the curb ramp to meet current City standards.

PLEASE NOTE: City of Berkeley Engineers may stop work when any hazardous conditions are present.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB



PEDESTRIAN CONTROL

Note: Use only when walkways cannot be provided behind curbs.

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

Form #172

CONSTRUCTION WASTE MANAGEMENT PLAN

Building and Safety
Permit Service Center

Complete this form and submit it along with your building permit application when performing the following activities:

1. Any non-residential projects requiring building permits.

2. Residential new buildings.

3. Residential projects that increase a building's conditioned area, volume, or size.

4. Residential projects valued over $100,000.

5. Demolition permits valued over $3,000.

A minimum of 65% of the waste generated by construction and demolition activities must be diverted away from landfill disposal through any combination of recycling, salvage, reuse or composting. 100% of asphalt, concrete, and land clearing debris must be recycled.

Building and Safety
1947 Center St. 3rd floor
Berkeley, CA 94704
510-981-7440 TTY 6903
buildingandsafety@berkeleyca.gov

Project Information

Permit Number:

Project Address:

Construction Methods

☐ Waste generated during construction will be minimized through a combination of efficient design, carefull and accurate material ordering, handling and storage, panelized or prefabricated construction, reuse, and/or salvage.

Universal and Hazardous Waste

Disposal of asbestos-containing materials, batteries, electronic waste, fluorescent bulbs, lead based paints, mercury containing equipment and refrigerants, require special processing prior to commencement of construction or demolition activities. Additional information can be found at the Bay Area Air Quality Management District, Alameda County Healthy Homes Department, and the City of Berkeley Toxics Management Division. Please select the option that is applicable to your project.

☐ This project does not involve disposal of universal or hazardous waste.

☐ This project includes disposal of universal or hazardous waste in a responsible, safe and verifiable manner.

Diversion Documentation

Green Halo tracking is required for all projects generating 100 pounds (or 55 gallons) of waste or more. Please select the option that is applicable to your project.

☐ A Construction Waste Management Plan has been submitted via Green Halo at www.berkeley.wastetracking.com. Prior to permit final, weight tickets for all materials disposed and recycled must be uploaded. Photos are acceptable for salvaged/reused materials.

Green Halo Tracking Number:

☐ A letter will be provided to the Building Inspector at the time of final inspection affirming that this project has produced less than 100 pounds (or 55 gallons) of waste, all waste was site-sorted, and any waste that could be recycled was recycled properly through a waste disposal service provider, either on-site or at the contractor's office/shop. (This option is subject to approval for the duration of the project.)

Acknowledgment

I understand the waste diversion requirements of Berkeley Municipal Code 19.37 and submit this Construction Waste Management Plan pursuant to California Green Building Standards Code 4.408.2 or 5.408.1.1.

Name | Signature | Date

Docusign Envelope ID: FA410615-4ACC-82CE-82C4-EFAFD4C8E6DB

PERMIT DECLARATIONS

Building and Safety Permit Service Center

Permit Declarations are required to be completed and signed at permit issuance.

For verification purposes, a copy of the property owner's driver's license, state issued identification card, passport, or form notarization is required to be presented at permit issuance and payment of permit fees.

Licensed Contractors must complete the following:

- Licensed Contractor's Declaration and Information
- Worker's Compensation Declaration

Property Owners and Owner's Agent must complete the following:

- Owner Builder Declaration
- Owner-Builder Verification and Limitation of Sale (separate form)
- Authorization of Agent (separate form required for owner's agent)

Contractors State License Board website: www.cslb.ca.gov

Permit Service Center
1947 Center St. 3rd floor
Berkeley, CA 94704
510-981-7500 TTY 6903
permits@berkeleyca.gov

Project Address: _____

Permit Number: _____

LICENSED CONTRACTOR'S DECLARATION AND INFORMATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Company Name: _____

License Number: _____ Class: _____ Exp. Date: _____

OWNER BUILDER DECLARATION

I hereby affirm under penality of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, sidewalk, or street prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penality of not more than five hundred dollars ($500).

☐ I, as the owner of the property, or my employees with wages as their sole compensation, will do ☐ all of or ☐ portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale).

☐ I, as the owner of the property, am exclusively contracting with licensed Contractors to construct the project (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.) **Completion of the contractor's information above is required.**

☐ I am exempt from licensure under the Contractors' State License Law for the following reason: _____

By my signature below, I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted, and can be found at the following website: http://leginfo.legislature.ca.gov/

PERMIT DECLARATIONS

WORKER'S COMPENSATION DECLARATION

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000), in addition to the cost of compensation, damages as provided for in section 3706 of the Labor Code, interest, and attorney fees.

I hereby affirm under penality of perjury one of the following declarations:

☐ I certify that the permit valuation is for five hundred dollars ($500.00) or less, and therefore exempt from workers' compensation as provided for by Section 7048 of the Business and Professions Code.

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. **Certificate Number:**

☐ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Carrier Name:

Policy Number: Expiration Date:

Name of Agent: Phone Number:

☐ I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

CONSTRUCTION LENDING AGENCY DECLARATION

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 8172, Civil Code).

Lender Name: Branch Designation:

Lender Address:

CITY ORDINANCES DECLARATIONS

☐ I understand my obligation to perform construction related work within prescribed hours as set forth in the City of Berkeley Noise Ordinance and/or Use Permit conditions. BMC 13.40.070

☐ I am aware of my responsibilities under the Relocation Ordinance. BMC 13.84

☐ I certify that I have read and shall use applicable portions of the State Storm Water Best Management Practices Manual for Construction to the maximum extent practicable.

LEAD HAZARD DECLARATION

☐ I am aware of my responsibilities to implement lead-safe work practices as required by the State of California Health and Safety Code Sections 17920.10 and 105256 when conducting renovation, repair, or painting work in pre-1978 residences, childcare facilities, or schools. I will ensure that any paint disturbing work will be done by or supervised by RRP certified individual(s). Failure to follow this rule may result in enforcement action by the EPA.

BAAQMD DECLARATION

☐ I am aware of my responsibilities to comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) Regulation 11, Rule 2 pertaining to disturbing regulated asbestos-containing materials (RACM).

CERTIFICATE OF INDEMNIFICATION

☐ I hereby agree to defend, indemnify and hold harmless the City of Berkeley and it's officers and employees from any and all claims arising from work connected to this permit.

CERTIFICATE OF COMPLIANCE AND AUTHORIZATION OF ENTRY

☐ I agree to comply with all state laws and city and county ordinances relating to building construction and authorize a representative of the City of Berkeley Building and Safety Division to enter upon the property for which I have applied for this permit for the purpose of making inspections.

By my signature below, I hereby affirm under penalty of perjury that each of the above declarations are true.

Check One: ☐ Contractor ☐ Owner ☐ Owner's Agent

Name	Signature	Date