

DOCUMENT 00 9113

ADDENDA

SPECIFICATION NO. 21-11604-C

CITY OF BERKELEY

WEST BERKELEY SERVICE CENTER IMPROVEMENT PROJECT

1900 SIXTH STREET, BERKELEY, CA 94710

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **February 20, 2024**

Addendum No. 2, issued on **February 26, 2024**

ADDNDUM NO. 2
February 26, 2024

The contract documents for Specification No. 23-11600-C for the West Berkeley Service Center Improvement Project are amended as follows:

1-1. Document 00 4113 – Bid Form

The Schedule of Bid Prices has been amended to add Deduct Alternate #5.

Deduct Alternate 5: All work associated with courtyard/landscape demolition needed to install Shade Sail (Deduct Alternate 3) and playground area (Deduct Alternate 2).

1-2. Article 1.03, Document 01 1100 – Summary of Work

Paragraph D. Bid Deduct Alternates is amended to add Deduct Alternate 5:

Deduct Alternate 5: All work associated with courtyard/landscape demolition needed to install Shade Sail (Deduct Alternate 3) and playground area (Deduct Alternate 2).

1-3. Document 00 01 10 – Table of Contents

Table of Contents for Technical Specifications is revised to remove 11 52 00 – NTU Audio Visual Equipment. There is no low-voltage, security, or A/V work in the project.

1-4. Document 07 21 00 – Thermal Insulation – Article 2.02 Paragraph A revised as follows:

A.6. Thermal Resistance: R-Value of R-30 or R-38 in exterior roof/ceiling cavities where exposed for new work. Owens Corning. Exact size determined by cavity depth.

1-5. The Contract Drawings are revised. See revisions as follows:

- Sheet G0.00: Deduct Alternate #5 is added. Courtyard Demolition required for the installation of the new play area and shade sail.
- Sheet G0.01: Abbreviation “T.M.E.”, To Match Existing, is added to the abbreviation list.
- Sheet A1.31: Deduct Alternate #5 demolition scope shown.
- Sheet A1.41: Indicates work in existing soffits for new ionization equipment and electrical pathway for new hot water heaters.
- Sheet A2.31: Storage Room #31 new wall height determined by continuation of existing roof slope
- Sheet A2.33: Storage Room #31 new wall height determined by continuation of existing roof slope; roof plan revised to show walkway pads.
- Sheet A4.11: New raised slab for water heaters in Room #8 shown
- Sheet A9.11: Revised to show existing flooring in Room #20 to remain.
- Sheet S2.00: Detail 9 Sheet S3.01 is referenced – used ½” plywood.
- Sheet S3.01: Detail 3 for raised slab for water heaters; Detail 10 is removed from project; Detail 11 for Sewer trench patch.
- Sheet M3.00: Detail 6 modified to indicate new equipment curbs will anchor into existing framing, not new framing
- Sheet E1.01: Altered to reflect a new electrical pathway from Mechanical Room #8 to Storage #19.

Questions and Responses:

2-14. The Room Finish Schedule on sheet A9.11 calls for new LVT-01 flooring in Mechanical Room 20, but the Finish Plan shows this room as having the existing flooring remain. Please confirm if Mechanical Room 20 is to receive new flooring.

City Response: The room finish schedule will be adjusted to show existing flooring in room

- #20 to remain. Revised plans will be included in Addendum 2. *See Revised Bid Set Drawings Sheet A9.11.*
- 2-26. Are walkway pads on the new roof system required? None are shown on the drawings but the specifications give information on design and material requirements**
City Response: Yes, revised roof plan will be provided showing walkway pads. *See Revised Bid Set Drawings Sheet 2.33.*
- 2-28. Are there any changes to the roof framing plan in rooms 6 & 6A for where the condensing units will be removed and reinstalled? Detail 6 on M3.00 says to reference structural drawings for framing below but structural drawings do not give any information on the framing in that existing room.**
City Response: Answer deferred to Addendum 2. *Detail 6 of M3.00 is modified to indicate new equipment curbs will anchor into the existing framing, not new framing.*
- 2-29. Please confirm the size of the roof rafters/joist for the exterior canopy at the alcove. Architectural drawings A3.31 calls out for 3x8 rafters but S2.01 calls out for 2x8 joists. Please clarify which is correct.**
City Response: ~~Use 3x8 rafters.~~ *Correction to prior City Response: Use 2x8's for rafter framing for the new Canopy, Deduct Alternate #4.*
- 2-30. Is the added 6" concrete slab for the water heaters in room #8 to be located in the entire room or is it just to be located under the water heaters? If only under the water heater are there any specific dimensions the pad must be?**
City Response: New slab over existing slab per detail 3/S3.01 is just under new water heaters. Dimensions deferred to Addendum 2. *New raised slab for the water heaters in Room #8 is shown on A4.11 and detailed on 3/S3.01. Size is the minimum required for the new heaters.*
- 2-33. What is the height of the new walls for the exterior storage #31 area?**
City Response: Note will be added to drawings showing wall height. *New wall height is shown on A2.31 and A2.33: existing roof slope to remain, wall height determined by continuation of existing slope.*
- 2-34. Is detail 10 on S3.01 in relation to the new foundation for the new walls at exterior storage #31 area? If not please clarify what area this detail is referring to.**
City Response: Answer deferred to Addendum 2. *Detail 10/S3.1 is removed from project.*
- 2-35. Is detail 9 on S3.01 in relation to the walls and foundation for the new walls at exterior storage #31 area? If so, that detail calls for 1/2" plywood sheathing for the walls but S2.00 calls out for 5/8" plywood sheathing. Please clarify which thickness is correct.**
City Response: Answer deferred to Addendum 2. *Detail 9/S3.1 is referenced in S2.00. Use 1/2" plywood.*
- 2-37. Will the demo shown on L1.0 be done by others since the landscape drawings are not in our scope of work? Or will we need to perform exterior demolition of existing flatwork/landscaping in order to install the exterior foundations for the exterior storage #31, exterior canopy at the alcove, and the fence area.**
City Response: Answer deferred to Addendum 2. *Deduct Alternate #5 is added, Courtyard Demolition required for the installation of the new play area and shade sail. Demolition scope is shown on A1.31 Demolition Plan.*
- 2-38. Do you have specifications for the existing insulation in the existing interior walls, ceiling, and roof? If so please provide in order to match for areas we are removing existing insulation for new work.**
City Response: Answer deferred to Addendum 2. *In-filling insulation required in areas of new work was described in 2.02 of Section 07 21 00. The section has been further updated.*

2-39. Are there any low voltage, AV, and/or security systems needed for this project as a deferred submittal?

City Response: No low voltage, AV, or security systems are included in scope. *Spec Section 11 52 00, is removed from the specification T.O.C.*

2-40. For the feed wire from the MSB to the water heaters on the interior, is the intent for the conduit to be run in the ceiling in rooms #19 & 20 then cored through the wall, ran down the face of the exterior wall and then ran underground to connect to the water heater?

City Response: Notations are added to A1.41 and A2.41 indicating work in the existing soffits for the installation of new ionization equipment and electrical pathway for new hot water heaters. Sheet E1.01 is altered to reflect a new electrical pathway from Mechanical Room #8 to Storage #19.

2-41. Finish schedule calls out for room 20 to receive LVT & RB floor finish, but that room is shown on the floor plan as for the Existing Floor to Remain. Please clarify if new flooring is need in this room as the finish schedule states.

City Response: 12. Existing flooring in Room #20 to remain. Sheet A9.11 is altered to reflect that.

2-42. There doesn't seem to be any details for the sewer trench patch back running through new restroom. Please provide dowelling/backfill details.

City Response: The sewer trench patch is detailed on 12/S3.01. Grouted anchors on 11/S3.01.

2-43. Is the existing slab post tensioned?

City Response: The existing slab is not post tensioned.

2-44. Please provide finish of new walls at new outdoor storage area.

City Response: Storage Room #31 has exposed stud framing and exposed roof framing on the interior. No new finishes are proposed. New work will match the existing: exposed wall and roof framing. The exterior walls will be cement plaster to match the existing. New trim will match the existing, the entire Storage Room exterior will be re-painted.

2-45. I see that a large electrical panel B is to be relocated, its existing feeder under slab to be chipped out and rerouted to new location as well as all of the various circuits feeding out from this panel. A new "relay panel" is supposed to be installed with this new electrical panel B. Please clarify if intent is to intercept under slab feeder conduit and pull new feeder wiring, or intercept, provide junction, reusing existing feeders, and route new feeders to new panel & relay location.

City Response: Locate existing under-slab electrical conduit prior to any slab demolition. Demolish slab as required to intercept the existing in-slab feeder. Coordinate location of new wall-mounted junction box with electrical engineer and architect. Existing wiring will be re-used to the new junction box. New wiring will be installed from new junction box to new panel. As-built drawings that were provided with Addendum 1 show only the under-slab feeders. It is assumed that the branch circuitry from Panel B is not in under-slab conduits.

END OF DOCUMENT

**DOCUMENT 00 4113
BID FORM**

TO CITY OF BERKELEY

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: West Berkeley Service Center Improvement Project at 1900 Sixth Street, Specification No. 21-11604-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:

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 work of the Contract Documents, including all Deduct Alternates. Landscape work shown in sheets L1.0, L2.0, L3.0, L4.0, L6.0, L6.1, L9.0, and L9.1 is not in the scope of this contract and will be performed by others.	
2	N/A	
Total Bid Price: (Bid Items 1 through 2)		

Total Bid Price: (Bid Items 1 Through 2)

(Words)

Deduct Alternates

ITEM	DESCRIPTION	PRICE (\$)
1	Deduct Alternate 1: All work associated with improvements to Exterior Storage #31 including, but not limited to, new walls, roof structure, roofing, new footings, and new downspouts and drainage to parking lot.	
2	Deduct Alternate 2: All work associated with the installation of new playground fencing (see Sheet A7.21) including, but not limited to, new foundations, fence structure, and entry gate.	
3	Deduct Alternative 3: All work associated with exterior fabric structure (shade sail) including, but not limited to, the structural support column, attachment to Exterior Storage #31, fabric, and mounting/tensioning hardware.	
4	Deduct Alternate 4: Exterior courtyard canopy at Alcove #17 including, but not limited to, new steel columns, column footings, roof framing, roofing, structural modifications at existing building along line 5, and modifications to existing line 5 gutter.	
5	Deduct Alternate 5: All work associated with courtyard/landscape demolition needed to install Shade Sail (Deduct Alternate 3) and playground area (Deduct Alternate 2).	

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

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

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 **West Berkeley Service Center Improvement Project** located at **1900 Sixth Street, Berkeley, CA 94710**. The Work includes, without limitation, new roofing, upgraded electrical distribution system, upgraded mechanical systems for new restroom configuration, minor interior modifications required for electrical and mechanical work, removal of exiting fire place, new exterior porch structure, expanded exterior storage, removal of existing water heater and installation of new water heater, and new entry accessible ramp. 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 (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):
1. **Bid Item #1: All of the work included in the Contract Documents and shown on the plans except the Landscape work (sheets L1.0, L2.0, L3.0, L4.0, L6.0, L6.1, L9.0, and L9.1). The exterior storage structure, new playground fencing, exterior fabric structure (shade sail) and the courtyard canopy are all considered to NOT be part of the Landscape work and ARE considered part of Bid Item #1.**
- B. Descriptions of Unit Price Items and Basis of Measurement for Payment (listed by Bid item numbers): **N/A**
- C. Allowances: **(N/A)**
- D. Bid Deduct Alternates:
1. **Deduct Alternate 1: All work associated with improvements to Exterior Storage #31 including, but not limited to, new walls, roof structure, roofing, new footings, and new downspouts and drainage to parking lot.**
 2. **Deduct Alternate 2: All work associated with the installation of new playground fencing (see Sheet A7.21) including, but not limited to, new foundations, fence structure, and entry gate.**
 3. **Deduct Alternative 3: All work associated with exterior fabric structure (shade sail) including, but not limited to, the structural support column, attachment to Exterior Storage #31, fabric, and mounting/tensioning hardware.**
 4. **Deduct Alternate 4: Exterior courtyard canopy at Alcove #17 including, but not limited to, new steel columns, column footings, roof framing, roofing, structural modifications at existing building along line 5, and modifications to existing line 5 gutter.**
 5. **Deduct Alternate 5: All work associated with courtyard/landscape demolition needed to install Shade Sail (Deduct Alternate 3) and playground area (Deduct Alternate 2).**

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.
- 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.

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).

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 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 Sixth Street. Contractor shall ensure that the entrance and site is secure at the end of each work day and at other times as may be necessary to control unauthorized entry.
- B. Contractor shall contact City at least 5 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 five days 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.
- 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 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. **[vicinity map]**
 - [location]
 - [prepared by]
 - [date prepared]
 - 2. **[name of report or data]**
 - [location]
 - [prepared by]
 - [date prepared]

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 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 1901

Oakland, CA 94612

(510) 286-7037

- B. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, 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 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. **None**

- 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

END OF SECTION

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SECTION 00 01 10 - TABLE OF CONTENTS**PROCUREMENT AND CONTRACTING REQUIREMENTS****1.01 Division 00 -- Procurement and Contracting Requirements**

- A. 00 01 10 - Table of Contents

SPECIFICATIONS**2.01 Division 02 -- Existing Conditions**

- A. 02 24 00 - Demolition
- B. 02 41 13 - Selective Demolition

2.02 Division 03 -- Concrete

- A. 03 05 16 - Underslab Vapor Retarder

2.03 Division 04 -- Masonry**2.04 Division 05 -- Metals**

- A. 05 50 00 - Metal Fabrications

2.05 Division 06 -- Wood, Plastics, and Composites

- A. 06 20 00 - Finish Carpentry
- B. 06 83 16 - Fiberglass Reinforced Paneling

2.06 Division 07 -- Thermal and Moisture Protection

- A. 07 13 00 - Sheet Waterproofing
- B. 07 21 00 - Thermal Insulation
- C. 07 31 13 - Asphalt Shingles
- D. 07 52 16 – SBS Modified Bituminous Membrane Roofing
- E. 07 62 00 - Sheet Metal Flashing and Trim
- F. 07 71 00 - Roof Specialties
- G. 07 92 00 - Joint Sealants

2.07 Division 08 -- Openings

- A. 08 11 13 - Hollow Metal Doors and Frames
- B. 08 14 16 - Flush Wood Doors

- C. 08 31 00 - Access Doors and Panels
- D. 08 43 13 - Aluminum-Framed Storefronts
- E. 08 71 00 - Door Hardware
- F. 08 80 00 - Glazing
- G. 08 83 00 - Mirrors

2.08 Division 09 -- Finishes

- A. 09 05 61 - Common Work Results for Flooring Preparation
- B. 09 21 16 - Gypsum Board Assemblies
- C. 09 22 26.23 - Metal Suspension Systems (Armstrong Proprietary)
- D. 09 24 00 - Cement Plastering
- E. 09 30 00 - Tiling
- F. 09 65 00 - Resilient Flooring & Base
- G. 09 67 00 - Fluid-Applied Flooring
- H. 09 68 13 - Tile Carpeting
- I. 09 90 00 - Painting and Coating

2.09 Division 10 -- Specialties

- A. 10 14 00 - Signage
- B. 10 28 00 - Commercial Toilet Accessories
- C. 10 44 00 - Fire Protection Specialties

2.10 Division 12 -- Furnishings

- A. 12 36 69 – Solid Surface Wall Panels

2.11 Division 13 -- Special Construction

- A. 13 31 00 - Fabric Structures

2.12 Division 22 – Plumbing

- A. 22 42 16 – Cast Concrete Lavatory Counters

2.13 Division 23 -- Heating, Ventilating, and Air-Conditioning (HVAC)

- A. 23 00 10 – Mechanical General Provisions
- B. 23 00 50 – Basic Mechanical Materials and Methods
- C. 23 00 60 – Hangers and Supports
- D. 23 00 75 – Mechanical Identification
- E. 23 00 83 – Pipe Insulation
- F. 23 04 10 – Plumbing Valves
- G. 23 04 11 – Water Distribution Piping
- H. 23 04 19 – Natural Gas Piping
- I. 23 04 20 – Drainage and Vent Piping
- J. 23 04 30 – Plumbing Specialties
- K. 23 04 40 – Plumbing Fixtures
- L. 23 08 50 – Fans and Accessories
- M. 23 08 91 – Ductwork
- N. 23 08 92 – Ductwork Accessories
- O. 23 09 90 – Testing, Adjusting, and Balancing

2.14 Division 31 -- Earthwork

- A. 31 20 00 – Earth Moving
- B. 31 21 00 – Utility Trenching and Backfill

2.15 Division 32 -- Exterior Improvements

- A. 32 11 00 – Pavement Base Course
- B. 32 13 13 – Concrete Pavement
- C. 31 13 18 – Cement and Concrete for Exterior Improvements

2.16 Division 33 -- Utilities

- A. 33 41 00 – Storm Utility Drainage Piping

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- C. Batt insulation for filling interior partitions.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 07 52 00 - NTU Modified Bituminous Membrane Roofing: Installation requirements for board insulation over low slope roof deck.
- C. Section 09 21 16 - NTU Gypsum Board Assemblies: Acoustic sealant and acoustic insulation in framed wall and ceiling assemblies.

1.03 REFERENCE STANDARDS

- A. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2017.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- C. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750°C 2019a.

1.04 SUBMITTALS

- A. CALGreen Submittals: Provide the following:
 - 1. Product Data for CALGreen 5.504.4.1 – Finish Material Pollutant Control; Adhesives, Sealants, and Caulks: For adhesives, sealants, and caulks, including printed statement of VOC content and chemical components.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

- E. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

1.05 QUALITY ASSURANCE

- A. Air Barrier Association of America (ABAA) Evaluated Materials Program (EAP); www.airbarrier.org/#sle: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

1.06 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation in Wood Framed Walls: Batt insulation with separate vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with separate vapor retarder.
- C. Insulation in wood framed interior walls for acoustics.

2.02 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
 - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 4. Formaldehyde Content: Zero.
 - 5. Thermal Resistance: R-value of R-13 in interior walls: Owens Corning, "Thermafiber" Fire and Sound Guard Plus. 3.5-inch thickness. Non-faced
 - 6. Thermal Resistance: R-value of R-30 or R-38 in exterior roof/ceiling cavities where exposed for new work. Owens Corning. Exact size determined by cavity depth.
 - 7. Thermal Resistance: R-value of R-21 in exterior wall cavities where exposed for new work. Owens Corning.
 - 8. Products:
 - a. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.

- b. Or approved equal.

2.03 ACCESSORIES

- A. Flashing Tape: Special reinforced film with high performance adhesive.
 1. Application: Window and door opening flashing tape.
 2. Width: As required for application.
 3. Primer: Tape manufacturer's recommended product.
 4. Products:
 - a. Protecto Wrap Company; Protecto Super Stick Building Tape: www.protectowrap.com/#sle.
 - b. Protecto Wrap Company; Protecto Seal 45 Butyl: www.protectowrap.com/#sle.
 - c. Protecto Wrap Company; Protecto Seal PW 100/40: www.protectowrap.com/#sle.
 - d. Protecto Wrap Company; Protecto BT20XL Butyl: www.protectowrap.com/#sle.
 - e. Protecto Wrap Company; Protecto BT25XL: www.protectowrap.com/#sle.
- B. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.
- C. Insulation Fasteners: Lengths of unfinished, 13 gauge, 0.072 inch high carbon spring steel with chisel or mitered tips, held in place by tension, length to suit insulation thickness and substrate, capable of securely supporting insulation in place.
- D. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- E. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- F. Wire Mesh: Galvanized steel, hexagonal wire mesh.
- G. Protection Board for Below Grade Insulation: Cementitious, 1/4 inch thick.
- H. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Install with factory-applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Staple or nail facing flanges in place at maximum 6 inches on center.
- G. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- H. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over face of member.
- I. Tape seal tears or cuts in vapor retarder.
- J. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane; tape seal in place.

3.03 FIELD QUALITY CONTROL

- A. See Section One for quality control standards and for additional requirements.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION