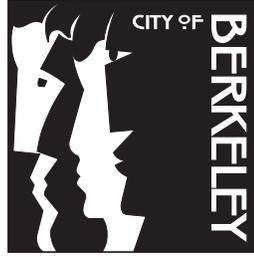


CITY OF



BERKELEY

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

SPECIFICATIONS

FOR

FY 2025 CURB RAMP IMPROVEMENT PROJECT

SPECIFICATION NO. 25-11679-C

OCTOBER 2024

PRE-BID CONFERENCE: None

BID OPENING DATE: October 24, 2024

**1947 CENTER STREET, 4TH FLOOR, BERKELEY, CALIFORNIA 94704
(510) 981-6400**

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS

FOR

**FY 2025 CURB RAMP IMPROVEMENT PROJECT
SPECIFICATION NO. 25-11679-C**

Prepared under the direction of:



Terrence Salonga, P.E.
Associate Civil Engineer

Reviewed by:

 (Srinivas Muktevi)

for Ronald A. Nevels, P.E.
City Engineer

10/03/24



Engineering Division
1947 Center Street, 4th Floor
Berkeley, California 94704
Project Manager: Terrence Salonga

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NOTICE TO BIDDERS

1. Sealed bids will be received by the Finance Department – General Services Division in their office, 2180 Milvia Street, 3rd Floor, Berkeley, California up to the hour of:

2:00 P.M., Thursday, October 24, 2024

At which time bids will be publicly opened and read by the General Services Manager for **FY 2025 CURB RAMP IMPROVEMENT PROJECT** provided for in the plans and specifications. Proposals must be submitted, on forms prepared for this purpose furnished by the City, in an envelope marked **FY 2025 CURB RAMP IMPROVEMENT PROJECT, SPECIFICATION NO. 25-11679-C**.

Pre-Award Conference: The apparent low Bidder will be invited to a pre-award conference tentatively scheduled for 2:00 P.M., Thursday, November 7, 2024, at 1947 Center Street, 4th Floor, Berkeley, CA.

2. **Scope of Work - FY 2025 CURB RAMP IMPROVEMENT PROJECT**: The work done under these specifications includes but is not limited to: tree removal, traffic control, adjustment of survey monument and utility boxes, frames, and covers, protection of underground utility services (e.g., gas, water, sewer, electrical, telecom), concrete sidewalk, concrete driveways, concrete valley gutter, concrete curb, curb, and gutter, curb ramps, storm drain infrastructure improvements, asphalt concrete paving, and curb painting.
3. California Contractor License Classification required: A - General Engineering or C-8 Concrete Contractor
4. Location: The work is located at various locations in Berkeley, CA.
5. Project plans and specifications may be obtained online at the City of Berkeley's Public Works website under Bid & Proposal Opportunities:

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

Bidders are responsible for notifying Terrence Salonga, Associate Civil Engineer, by email at tsalonga@berkeleyca.gov to be included on the Planholders List.

6. It is the Contractor's responsibility to check for any addenda on the City of Berkeley's website. Addenda will be posted on the project's webpage. Click "Additional Files" to see a list of addenda, if any have been issued.

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

7. 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 work on a 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.

8. Each proposal must be accompanied by an unconditionally certified or cashier's check or bid bond made payable to the City of Berkeley, and such check or bond shall be in an amount equal to at least 10% of the amount of the bid.
9. Pursuant to City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., each proposal must include a signed copy of the Oppressive States Resolution Disclosure Form regarding the Contractor's relationships with certain entities in the Oppressive States.
10. Each proposal must include a signed copy of the Nuclear Free Zone Disclosure Form.
11. Each proposal must include a signed copy of the Equal Benefits Ordinance Disclosure Form.
12. Each proposal must include a signed copy of the Sanctuary City Compliance Statement.
13. This contract will be subject to the Community Workforce Agreement approved by the Berkeley City Council on December 15, 2020. The successful Bidder and all subcontractors, at any tier, will be required to sign an Agreement to be Bound as a condition precedent to entering into any contract for this Project.
14. Prior to starting work, the Contractor must furnish the following:
 - a. Faithful Performance Bond in an amount not less than 100% of the amount of the contract, executed on the City of Berkeley Standard Performance Bond agreement form.
 - b. Labor and Material Bond are in the sum of not less than 100% of the contract amount.
 - c. A Worker's Compensation Insurance certificate is with a waiver of subrogation in favor of the City of Berkeley.
 - d. Commercial general liability insurance coverage is \$2 million for each occurrence of Bodily Injury and \$2 million for each occurrence of Property Damage, with defense costs payable in addition to policy limits.

- e. Automobile liability insurance is \$2 million for each occurrence of Bodily Injury and \$2 million for each occurrence of Property Damage.
- f. Insurance policies shall contain an endorsement naming the City, their employees, representatives, and agents as additional insureds, but only with respect to liability arising out of the activities of the named insured.
- g. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- h. Written notice of cancellation or any limits reduction or change in said policy shall be mailed to the City and the Project Manager thirty (30) days in advance of the effective date thereof. Insurance policies shall contain a Notice of Cancellation endorsement.
- i. Contractor's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.

15. In accordance with California State Labor Code, the wage scale is on file with the Engineering Office or is attached herewith.

16. Award will be made by the City Council at a meeting within 75 days subsequent to the date set for bid opening. The Council reserves the right to reject any or all bids or any combination of bids.

17. General information or plan holder's list: (510) 981-6400.
 Questions concerning the anticipated work or scope of the Project should be directed to Terrence Salonga, Associate Civil Engineer, by email at tsalonga@berkeleyca.gov, no later than 10:00 A.M., October 18, 2024.

General Services Manager

BIDDER'S PROPOSAL

Bidders submitting proposals shall be very careful to follow all requirements in connection therewith. A checklist has been attached for guidance in complying with all phases of the bid process and Project. Any proposal not complying with all these requirements may be rejected.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL

Pursuant to the provisions of the plans, specifications and contract documents, the undersigned proposed to perform the work as described therein a manner satisfactory to the responsible City official. All material, equipment, tools, labor, and services necessary to the work will be furnished. All laws and ordinances relating to the work will be complied with, and a business license to do business in the City will be obtained. The undersigned declares that the plans, specifications, contract documents and the site of the work have been thoroughly examined and that this proposal is made without collusion with any person, firm, or corporation.

Execution of the proposal by the undersigned Bidder shall become a binding contract on the parties when the award of a contract pursuant to the said proposal is authorized by resolution of the City Council, where required by the Charter of the City by the City Manager, or an officer who is his/her authorized representative.

The undersigned agrees that when his proposal is executed he will furnish specified bonds and insurance, and he will begin work within the time specified, and complete work within the contract period or agree to the assessment of liquidated damages, all as stipulated in the attached pages of the Bidder's Proposal.

As a guaranty that the terms of this proposal will be complied with, the undersigned submits herewith a proposal guaranty for an amount equal to at least Ten Percent (10%) of his total bid.

All subcontractors who will perform work for the Bidder on this Project in the amount in excess of one-half of one percent (0.5%) of the total bid, including labor, materials, and equipment, or work specifically fabricated off the job site according to detailed drawings contained in the plans, shall be listed, pursuant to Sections 4100 to 4113, inclusive of the California Government Code.

BIDDER'S PROPOSAL
(continued)

Name of Subcontractor and address:	Subcontractor License No.	Type of Work	\$ Amount

Contractor's California License Number: _____

License Expiration Date: _____

I declare that representations made in this bid are under penalty of perjury.

Signature

Title

BIDDER'S PROPOSAL

(continued)

<u>Item No.</u>	<u>Description*</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	Mobilization	1	LS	\$_____	\$_____
2.	Clearing, Grubbing, Tree Protection And Root Pruning	1	LS	\$_____	\$_____
3.	Tree Removal – 0 to 24” Diameter (Revocable)	4	EA	\$_____	\$_____
4.	Tree Removal – 25” Diameter and Greater (Revocable)	6	EA	\$_____	\$_____
5.	Storm Water Pollution Controls	1	LS	\$_____	\$_____
6.	Traffic Control	1	LS	\$_____	\$_____
7.	Curb Ramp Case A	62	EA	\$_____	\$_____
8.	Curb Ramp Case B	13	EA	\$_____	\$_____
9.	Curb Ramp Case C	10	EA	\$_____	\$_____
10.	Curb Ramp Case F	4	EA	\$_____	\$_____
11.	Curb Ramp Case G	3	EA	\$_____	\$_____
12.	Curb Ramp Case CH	2	EA	\$_____	\$_____
13.	Curb Ramp Case CM	8	EA	\$_____	\$_____
14.	Curb Ramp Island Passageway	6	EA	\$_____	\$_____
15.	Remove and Replace PCC Sidewalk	25,000	SF	\$_____	\$_____

BIDDER'S PROPOSAL

(continued)

<u>Item No.</u>	<u>Description*</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
16.	Remove and Replace PCC Driveway (Residential)	200	SF	\$ _____	\$ _____
17.	Remove and Replace PCC Driveway (Commercial)	150	SF	\$ _____	\$ _____
18.	Remove and Replace PCC Curb & Gutter (2' Gutter)	4,400	LF	\$ _____	\$ _____
19.	Remove and Replace PCC Valley Gutter	120	SF	\$ _____	\$ _____
20.	Remove Existing PCC Surface and Place Topsoil	400	SF	\$ _____	\$ _____
21.	Remove Cross Drain Pipe Under Sidewalk/Curb Ramp	450	LF	\$ _____	\$ _____
22.	Install Cross Drain Pipe Under Sidewalk/Curb Ramp	150	LF	\$ _____	\$ _____
23.	Install City-Furnished Cross Drain Pipe Under Sidewalk/Curb Ramp	300	LF	\$ _____	\$ _____
24.	Remove Cross Drain Pipe Under Street	1,400	LF	\$ _____	\$ _____
25.	Install Cross Drain Pipe Under Street	1,300	LF	\$ _____	\$ _____
26.	Install City-Furnished Cross Drain Pipe Under Street	100	LF	\$ _____	\$ _____
27.	Remove Sidewalk Cross Drain Checker Plate	73	EA	\$ _____	\$ _____
28.	Install Sidewalk Cross Drain Checker Plate	73	EA	\$ _____	\$ _____
29.	Remove and Replace Junction Box in Street	20	EA	\$ _____	\$ _____

BIDDER'S PROPOSAL

(continued)

<u>Item No.</u>	<u>Description*</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
30.	Reconstruct Catch Basin Top	9	EA	\$_____	\$_____
31.	Remove and Replace Survey Monument Frame and Cover (Revocable)	5	EA	\$_____	\$_____
32.	Remove and Replace Survey Monument (Revocable)	2	EA	\$_____	\$_____
33.	Relocate Roadside Sign	8	EA	\$_____	\$_____
34.	Miscellaneous Conform Paving	5,000	SF	\$_____	\$_____
35.	Painted Curb	3,250	LF	\$_____	\$_____

The following Bid Item, "Supplemental Work," is an addition to the Project's scope of work. This additional work may or may not be authorized to be performed by the Contractor as part of this contract. The additional work may be located throughout the City of Berkeley and may be outside the limits of curb ramps scheduled for replacement.

36.	Supplemental Work	1	LS	<u>\$100,000</u>	<u>\$100,000</u>
-----	-------------------	---	----	------------------	------------------

TOTAL COST OF BID IN WORDS AND FIGURES:

_____ Dollars and
 _____ Cents/(\$_____).

BIDDER'S PROPOSAL

(continued)

The undersigned bidder agrees to accept payment in full for the work at the price set forth above in accordance with provisions of the specifications and agrees to start within Fifteen (15) working days following issuance of the Notice to Proceed and to complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred (100) working days. The Notice to Proceed will be issued when the contract is fully executed. The contract construction time is inclusive of the time for delivery of materials. By execution of this contract, the City and the Bidder do hereby agree that the value of damage associated with the delay of the work is difficult to ascertain. Therefore the Bidder agrees further to the assessment of liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) for each working day that the construction work remains incomplete beyond the above construction time. The term of the contract is One Hundred Twenty (120) working days which includes an additional Twenty (20) working days for project closeout beyond the above construction time.

Company _____ Address _____

Name _____

Signature _____ Phone (____) _____

Title _____ Date _____

Taxpayer I.D. No. _____ Corporation Yes [] No []

(The following spaces to be used by the City)

Pursuant to City of Berkeley Council Resolution No. _____ N.S. adopted on _____, the City of Berkeley agrees to pay _____ the prices set forth above for the Total Bid Items in the amount of _____ (\$_____), in accordance with the terms and conditions set forth in Specification No. 25-11679-C. The contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred Twenty (120) working days from the date established in the Notice to Proceed.

CITY OF BERKELEY

Dated: _____ By: _____
City Manager

Registered By: _____
Auditor

Attested By: _____
City Clerk

BIDDERS AND CONTRACTORS CHECKLIST

Items Required at Bid opening: 2:00 P.M, Thursday, October 24, 2024, at Finance Department – General Services Division, 2180 Milvia Street, 3rd Floor, Berkeley, California

- Bidder's Proposals (**One Full Set of Originals**)
- Addenda (if any)
- Experience and Financial Qualifications
- Taxpayer Identification Report
- Oppressive States Resolution Disclosure Form
- Nuclear Free Zone Disclosure Form
- Equal Benefits Ordinance Disclosure Form
- Sanctuary City Compliance Statement
- Bid Guarantee - 10% of Total Base Bid

Items Required at Pre-Award Conference: 2:00 P.M., Thursday, November 7, 2024, at 1947 Center Street, 4th Floor, Berkeley, California

- Bidder's Proposals (**One Additional Original Signature Page only**)
- Memorandum of Understanding
- Agreement for Change in Sub-Contractors
- WorkForce Composition
- Certificate of Compliance with Equal Benefits Ordinance (Form EBO-1)

Items Required After Contract Award and Prior to Construction:

- Community Workforce Agreement– Agreements to be Bound and Hiring Plans
- City of Berkeley Business License
- Work Schedule
- Worker's Compensation Insurance - Statutory Amount
- Liability Insurance - \$2,000,000
- Performance Bond - 100% (executed on enclosed Performance Bond form)
- Labor and Material Bond- 100%
- Commercial General and Automobile Liability Endorsement form
- Submittals required at the preconstruction meeting
- Right to Audit Form

Items Required During Construction:

- Work Schedule Updates
- Weekly Payroll Statement (Fed Form WH-347 or equivalent)
- Community Workforce Agreement – Agreements to be Bound and Hiring Plans for any subcontractors added to project
- Correspondence with unions and minority/female organizations

Items Required Upon Completion of Project:

- Guarantee Bond - 10%
- As-Built Drawings

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License Number _____ for a period of _____ years.

The Bidder's three most recently completed contracts are:

	I	II	III
Title of Project			
Owner			
Address			
Telephone No.			
Engineer in Charge			
Date Accepted			

Reference is hereby made to the following Bank or Banks as to the financial responsibility of the Bidder:

Name of Bank _____ Address _____

Reference is hereby made to the following Surety Companies as to the financial responsibility and general reliability of the Bidder:

Company _____ Address _____

 Signature of Bidder

TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

MAILING ADDRESS

SOCIAL SECURITY NUMBER:

OR

EMPLOYER IDENTIFICATION NUMBER:

My Company is a Corporation []

My Company is not a Corporation []

I certify that the above information is true and correct:

Name

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.

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, more than one individual may sign this disclosure form, 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.

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.

PrintedName: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **FY 2025 Curb Ramp Improvement Project / 25-11679-C**

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 Resolution:

"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 Aho, 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. **FY 2025 Curb Ramp Improvement Project / 25-11679-C**

CITY OF BERKELEY
MEMORANDUM OF UNDERSTANDING (MOU)

1. In the performance of this contract the Contractor (and all Sub-contractors) agree not to discriminate pursuant to Section 13.26 of the Berkeley Municipal Code.
2. In the performance of this contract the Contractor agrees that he/she is also responsible for his/her Sub-Contractors' Compliance with Section 13.26 of the Berkeley Municipal Code.
3. For contracts that are not governed by a Community Workforce Agreement, the Contractor agrees to comply with Section 13.26 of the Municipal Code as it applies to the First Source Program (see Section 13.26.080).

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

Contractor

City Engineer or designee

Date

Date

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 Public Works Engineering Division by completing the following information:

Current Subcontractor(s)	Alternate Subcontractors	Reason for Change	Date

Signed by:

Verified by:

Prime Contractor

Subcontractor

City of Berkeley City Engineer or designee

Date: _____

Date: _____

Date: _____

Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers: Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: Police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers and kindred workers.

Paraprofessionals: Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical: Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor shall be required, during the performance of the agreement, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance (EBO) as set forth in Berkeley Municipal Code, Chapter 13.29.

The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City that they are in compliance with the EBO and post this notice in a conspicuous place where all employees can see it. Subject contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In such cases, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

Violations: Any suspected violations of the EBO should be reported to:

EBO Compliance Officer
City Manager's Office
2180 Milvia St
Berkeley, CA 94704
510-981-7000

CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner's with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor's current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **FY 2025 Curb Ramp Improvement Project / 25-11679-C**

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.

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

Article I. 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: _____

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: _____

Signed: _____ Date: _____

Business Entity: _____

BIDDING & CONTRACTING UNDER THE COMMUNITY WORKFORCE AGREEMENT

- **Local Workforce Hiring Goals**

The City of Berkeley's local workforce-hiring goal is 20% of craft hours worked, on a craft by craft basis on locally funded projects. City Staff will provide a template to be used by the general contractor (GC) for reporting the summary of the total work hours and total number of Berkeley residents, this report is to be submitted with each certified payroll (CP), including CP for each subcontractor. GC can compile the report for the subcontractors or can require each sub to prepare their own report. Please include documentation detailing efforts to meet the local hire goals, i.e., dispatch requests to the unions. Please note the GC is responsible for the local hire component for the entire Project. This report will be reviewed by the Joint Administrative Committee (JAC) to monitor compliance of the local workforce hiring goals. The JAC may periodically request contractors to attend a JAC meeting to describe and discuss their local hire efforts. GC and the subs are strongly encouraged to utilize the city-funded pre-apprenticeship program, Rising Sun Energy Center, for the hiring of Berkeley residents on the projects. Rising Sun staff will work closely with the trades and the contractor to facilitate the hiring of the program graduates for entry into the trades. City staff will conduct periodic interviews of workers throughout the Project.

- **Certified Payrolls**

Contractors are required to submit certified payrolls (CP) on a monthly basis to the Public Works Project Manager. The monthly report described above shall reflect the information provided on the Certified Payrolls. Address & trade for each worker must be included in Certified Payroll and is subject to verification by City staff. Please redact Social Security Numbers from CP prior to sending to city staff. When submitting CP, please attach any documentation pertinent to your good faith efforts, such as dispatch requests & union hall responses to those requests.

- **Core (Regular, experienced) Employees**

A non-signatory contractor may use up to five (5) of its own "core" employees provided that the first worker hire comes from the union, second worker is "core", third worker from the union, fourth worker is "core", and so forth. The contractors' worker must comply with the Union Hall's registration process; the contractor and subcontractor may request by name, and the local will honor, referral of the core employee(s) who have applied to the local union hall for work on the Project and who demonstrate the following qualifications: 1) possess any license required by state or federal law, 2) have worked at least 1,000 hours in the construction craft during the prior three years, 3) have been on the Contractor's active payroll for at least sixty (60) out of the one hundred and eighty (180) hours in the calendar year immediately prior to contract award, 4) must have the ability to safely perform the basic functions of the applicable trade, and 5) must reside in Berkeley.

- **Hiring Plan**

A hiring plan is to be submitted prior to the Notice to Proceed date, with the understanding that the workforce may change during the Project. The hiring plan is used as baseline information, with the monthly workforce utilization reports, certified payroll and dispatch request documentation serving as confirmation of good faith efforts to hire locally.

- **Apprentices**

Consistent with the requirements of California Labor Code § 1776, 1777.5 and 1777.6, contractors and their subcontractors are required to hire at least one Berkeley resident as a First Period Apprentice for \$500,000 or more of total bid amount, thereafter, for every five million dollars of the total bid amount the Prime Contractor and their

subcontractors are required to hire one additional first period apprentice. Berkeley residents that participate in local workforce development programs will be screened and referred for the apprenticeship opportunities, city staff, union halls & training programs will facilitate this process.

- **California Prevailing Wages**

All construction workers will be paid prevailing wages as determined by the State of California. Benefits are the established labor-management vacation, pension or other form of deferred compensation plan, apprenticeship and health benefit funds for each hour worked. Any local collectively bargained wage and/or fringe benefit increase shall be recognized on the date on which they become effective.

- **Agreement to be Bound**

All general contractors and all sub-contractors, including trucking, and regardless of tier, must sign an *Agreement to be Bound* to the CWA. This agreement binds the contractor to the terms of the CWA for the awarded Project only. It does not bind any contractor to a union agreement for any other project.

- **Pre-Job Conference**

Prior to start of construction, the successful general contractor and all subcontractors are required to attend a pre-job conference with the affected Building & Construction Trades Council. The Pre-Job request form shall include subcontractor information including scopes of work. The Agreements to be Bound shall be submitted **prior** to the Pre-job Conference. General Contractor and subcontractors will make craft/trade work assignments at this meeting. Should any union disagree, it may follow the established jurisdictional dispute resolution process provided in the Community Workforce Agreement. The pre-job conference may be held via conference call arranged by the building trades, city staff will also participate in the pre-job conference.

- **Joint Administrative Committee**

This Committee shall be comprised of up to two (2) representative selected by the City; up to two (2) representatives of the signatory Unions and Alameda County Building and Construction Trades Council; and one (1) contractor representative, mutually selected by the City and the Alameda County Building and Construction Trades Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet regularly to review the implementation of the Agreement and the progress of the Projects including, but not limited to, compliance with Article 8, prevailing wage, safety, craft workforce levels and construction progress. The JAC may contact the Contractor and/or their subcontractors in writing to request their presence at a JAC meeting to describe good faith efforts throughout the Project or at the end of a project.

CWA Administration:

Department of Health, Housing and

Community Services

2180 Milvia, 2nd floor

Berkeley, CA 94704

localhire@cityofberkeley.info

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 of 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 (of any tier) to it, and from any successors, a duly executed Agreement to be bound in a 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: **FY 2025 CURB RAMP IMPROVEMENT PROJECT, 25-11679-C**

Signature: _____

Print Name: _____

Title: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

PERFORMANCE BOND

CALIFORNIA PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
 _____ as Principal, and
 _____, a Corporation organized and
 existing under the laws of the State of _____ and authorized to
 transact surety business in the State of California, as Surety, are held and firmly bound unto the City
 of Berkeley (hereinafter called Obligee), in the sum of _____ Dollars
 (\$ _____), for the payment whereof well and truly to be made
 and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, Whereas, the above named bounden
 principal entered into a contract dated _____, 20 ____ with the said Obligee to
 do and perform the following work, to-wit:

which contract is hereby referred to, incorporated by reference, and made a part hereof as fully
 and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That
 if the above bounden Principal shall well and truly keep, do, pay and perform, each and every, all and
 singular, all the matters, provisions, undertakings, covenants, terms, conditions, agreements and
 things in said contract set forth and specified to be by the said principal kept, done, paid and performed
 at the time and in the manner in said contract specified, and shall pay over, make good and reimburse

to the above-named Obligee, all loss and damages which said Obligee may sustain by reason of failure or default, or breach on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

Whenever Principal shall be, and is declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, or

- 2) Obtain a bid or bids for completing the contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the amount payable by Obligee to principal under the contract and amendments, thereto, less the amount properly paid by Obligee to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

If any action or law or in equity is brought to enforce or interpret the provisions of this bond, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SIGNED AND SEALED THIS _____ day of
_____, 20 _____.

Principal

Surety Attorney In Fact

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY ENDORSEMENT

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to City Engineer, Engineering Division, Department of Public Works, Berkeley, CA.
5. This insurance is primary, and the insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of the City and the officers, employees, agents, and volunteers.

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

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.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Questions regarding this form may be directed to the Auditor's Office, at (510) 981-6750

PART A – GENERAL PROVISIONS

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SECTION 1 - DEFINITION OF TERMS

- 101.1 -- Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms are used, they shall have the following meanings:
- 101.2 AASHTO -- The latest revised specifications of the American Association of State Highway and Transportation officials.
- 101.3 As Directed -- As directed by the Engineer or his designated representative.
- 101.4 ASTM -- The latest revised specifications of the American Society for Testing Materials.
- 101.5 Standard Specifications — The latest revised "Standard Specifications for Public Works Construction" by the Southern California Chapter, American Public Works Association, Part 2 and Part 3, construction materials and construction methods respectively, as amended herein.
- 101.6 Bidder -- Any individual, firm, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 101.7 City, Agency -- City of Berkeley.
- 101.8 Council -- City Council of the City of Berkeley.
- 101.9 Engineer -- The Assistant City Manager for Public Works of the City of Berkeley or his designated representatives.
- 101.10 Contract -- The written agreement covering the performance of the work.

- 101.11 Contractor -- The person or persons, partnership, association or corporation, private or municipal, who have entered into a contract with the City, as party or parties of the second part of his or their legal representatives.
- 101.12 Laboratory -- The official testing laboratory of the City or other laboratories authorized by the Engineer.
- 101.13 Proposal -- The written offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- 101.14 Proposal Guaranty -- The security required by the notice to bidders to be furnished by the bidder as a guaranty that the bidder will enter into a contract for the construction of the work if it is awarded to him.
- 101.15 Plans -- The official plans, profiles, cross-sections, details working drawings, and mental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.
- 101.16 Purchasing Agent — The Purchasing Agent of the City of Berkeley.
- 101.17 Specifications -- The directions, provisions, and requirements contained herein, supplemented by special provisions, pertaining to the method and manner of performing the work, and to the quantities and qualities of materials to be furnished under the contract. The term specifications shall include the General Provisions, Detailed and Technical Specifications, Special Provisions, Standard Details, the Contract Documents, and all supplementary agreements entered into between the contracting parties.

- 101.18 Subcontractor -- The person or persons, partnership, association, or corporation, private or municipal, who have a direct contract with the contractor. It includes one who furnishes material worked to a special design according to the plans or specifications of the work, but does not include one who merely furnishes material.

- 101.19 Street -- Any dedicated right-of-way for public use as an avenue, highway, lane alley, court, crossing, or intersection.

- 101.20 The Work -- All the work described in the specifications and contract or indicated on the plans as the contemplated improvement covered by the contract.

- 101.21 Contract Change Order -- A written order to the Contractor signed by the Engineer directing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the effective date of the contract. A change order may or may not also be signed by the Contractor.

- 101.22 Allowance -- An inexact bid quantity listed on the Bidder's Proposal in anticipation that work of the particular nature will be required, but the quantity is not known until the work of the whole is in progress or completed. The quantity listed is for comparison of total bids. Bidder agrees to do each unit of work for the unit price bid in the proposal.

- 101.23 Resident Engineer -- Designated inspection representative(s) of the Engineer.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

201.1 Availability of Plans and Specifications. Plans and specifications may be examined at the office of the Engineering Division. Copies of the plans and specifications are available at the office of the Engineering Division. Copies of the Notice to Bidders and proposal forms may be obtained from the Engineering Division.

201.2 Approximate Estimate. The quantities given in the Notice to Bidders, proposal, and contract forms are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided only for the convenience of Bidders and is not guaranteed correct by the City.

201.3 Examination of Plans, Specifications, and Site of the Work. The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans, and the contract.

201.4 Proposal Form. All proposals must be submitted on forms for that purpose furnished by the City. Letters of transmittal cannot be considered as part of the bid.

All proposals shall give the prices proposed, and shall be signed by the Bidder, who must give his address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

201.5 Rejection of Proposals Containing Alterations or Irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the City prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

201.6 Proposals Guaranty. All bids shall be presented in a sealed envelope and shall be accompanied

by a "proposal guaranty) made payable to "City of Berkeley) and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice to Bidders. Said guaranty shall be an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

201.7 Withdrawal of Proposals. Any bid may be withdrawn at any time prior to but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Purchasing Agent. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

201.8 Disqualification of Bidders. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is a reason of believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

201.9 Competency of Bidders. Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience and that he is fully prepared with the necessary capital, materials, machinery, and skilled workmen to carry out the contract.

201.10 Material Guaranty. Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

201.11 Addenda. Prior to the time set for opening of bids, the Engineer may issue addenda for clarification of the plans or specifications or for minor alterations in the work. Such addenda shall take precedence over plans, specifications, and all other Contract Documents issued prior to the opening of bids.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

301.1 Consideration of Bids. Bids will be opened publicly by the Purchasing Agent of the City on the date and at the time set forth in the "Notice to Bidders." The right is reserved by the City by action of the Council to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by City employees, or to abandon the work, if in the judgement of the Council, the best interests of the City will be promoted thereby.

301.2 Award of Contract. The award of the contract, if awarded, will be to the lowest responsive Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within seventy-five (75) calendar days after the opening of the proposals.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

301.3 Return of Proposal Guarantees. All proposal guarantees will be held by the City until the contract has been authorized by Council resolution and signed by the City Manager after which guarantees for unsuccessful proposals will be returned to the unsuccessful Bidders. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.

301.4 Contract Bonds. At the time of execution of the contract by the City Manager, the Contractor will be required to furnish a Surety Company contract bond for faithful performance in the sum of not less than one hundred percent (100%) of the amount of his contract, in addition to which he will be required to furnish a Surety Company labor and material bond in the sum of not less than one hundred percent (100%) of the amount of the contract in accordance with the provisions of state laws.

Alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the Surety or Sureties on the contract bonds.

301.5 Execution of Contract. The Bidder's Proposal (offer) shall become a binding contract on the parties when the award of a contract pursuant to said proposal is authorized by resolution of the City Council. The proposal will then be executed in writing by the City Manager, or his/her authorized representative, in the name of the City.

301.6 Failure to Perform Contract. If the successful Bidder fails to begin performance of the contract within thirty (30) calendar days from the date of the award of the contract, the City will either

let the contract to the next lowest Bidder or will reject all other bids and call for new bids. The successful Bidder who has failed to begin performance of the contract shall be liable to the City for the sum, not exceeding the amount of such cash, check, money order or bond as shall have been deposited as a proposal guaranty, by which the amount of the contract, covering the said proposal, executed by and between the City and some third party, may exceed the amount bid by the original successful Bidder. Such portion of said cash, check, money order, or original bond as equals said sum shall be deemed to be liquidated damages and shall be declared forfeited to the City and shall be collected and paid to the City.

SECTION 4 - SCOPE OF WORK

401.1 Work to be Done. The intent is to prescribe complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, and contract. The Contractor shall perform all items of work covered and stipulated in the specifications and contract, together with any extra work, all in accordance with lines, grades, cross-sections, and dimensions shown on the plans. It is further intended that all miscellaneous work required to make driveways, sidewalks, intersections, roof drains, and other privately owned improvements conform to the new work shall be performed by the Contractor. The Contractor shall furnish, unless otherwise provided in these specifications, all material, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work.

All work described in the plans and specifications will be let under one contract unless otherwise set forth in the Notice to Bidders or on the Bidder's Proposal.

401.2 Alterations and Increased or Decreased Quantities. The City reserves the right in writing, to increase or decrease the quantity, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form dimensions, plan or kind or amount of work, or materials herein contemplated, or any part thereof, either before or after the beginning of construction, as may be deemed necessary or advisable by the Engineer, provided such alterations do not change the total cost of the project, based on original estimated quantities and the unit prices bid, by more than twenty percent (20%), and provided further that such items do not change the total cost of any major item by more than fifty percent (50%). (A major item is one, the total cost of which is more than ten percent (10%) of the total contract price.) Any alterations in excess of these limits will be treated as extra work and will be covered by a contract change order, the same as though the alteration were an extra work item.

Should conditions during the progress of the work make it impossible for the Contractor to comply strictly with the terms of the contract, the Contractor shall apply in writing to the Engineer for an alteration, provided that it is not detrimental to the work or does not entail additional cost. If such alteration is acceptable to the Engineer, the Contractor shall be notified in writing, whereupon the alteration may be made. When such alteration is not acceptable to the Engineer, the Contractor shall determine some other method of doing the work which shall be acceptable.

Such alteration and increased or decreased quantities shall in no way affect or make void this contract or any part thereof, except what is necessarily affected by such alteration and is clearly the evident intention of the parties to this contract.

401.3 Extra Work. New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such

items, or if the character of an item is materially changed on which the Contractor based his bid price, and that change materially increases or decreases the cost of the item as outlined in Section 401.2 hereof.

Prices for extra work shall be itemized and covered by a contract change order submitted by the Contractor and approved by the Engineer prior to actual starting of such work.

Should the parties be unable to agree on unit prices for the extra work, or if it is impractical, the Engineer may instruct the Contractor to proceed with the work by force account and he shall be paid as provided in Section 901.2 of these specifications.

401.4 Unauthorized Work. Work done without lines and grades being given, work done beyond the lines and grades shown on the plans, work done in the absence or without the knowledge of the Engineer, including any work performed by subcontractors without proper superintendence by the Contractor, as provided for in Section 501.6, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the City.

401.5 Protection of Utilities. A preliminary study of the location of underground utilities within the limits of the work has been made. The location of the underground utilities indicated on the plans is not guaranteed to be accurate or complete, but is plotted for the general information of the Contractor. The Contractor shall contact Underground Service Alert (USA) at (800) 227-2600 at least four (4) working days before excavating, to allow utility companies to mark and identify their respective utilities within the limit of the work. Aboveground utilities are not shown on the plans. It shall be the responsibility of the Contractor to coordinate and determine the exact locations and/or depths of all of the aboveground utilities, underground utilities, and their service locations.

The Contractor shall be responsible for protecting and supporting the aboveground utilities and the identified underground utilities that occur in the limits of the work with a method acceptable to the respective utility owners. The cost of protecting and supporting the utilities shall be included in the bid prices for the various items of work. Any identified damage to the SBC Telephone, PG&E, EBMUD, or Cable TV lines shall be repaired by the respective utility owner at the Contractor's expense.

See also Sections 701.25.1 and 701.25.2.

401.6 Cleaning Up. 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. The Engineer shall have the right to determine what is or is not trash, rubbish or waste material and the place and manner of disposal.

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.

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.

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.

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 involved and no additional compensation will be allowed therefor.

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 Engineer. 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.

401.7 Dust and Debris Control. 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.

The Contractor shall begin cleanup operation by 3 PM and 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 Engineer.

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.

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.

The Engineer 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 Engineer 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.

401.7-1 Emergency Cleanup Work. In any case in which the Contractor fails to satisfactorily complete the cleanup work described in this section, the Engineer or his representative may determine that an emergency exists. In the event an emergency is determined by the Engineer, 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 Engineer may shut down further construction work until the violations are corrected to the satisfaction of the Engineer. 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.

Such action by the Engineer, 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 Engineer, and shall place no liability upon the City or the Engineer.

401.8 Noise Control. All construction machinery and vehicles employed on the project shall be equipped with approved sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the work. Section 701.11 specifies time limitation in which engine driven equipment shall not be operated.

401.9 Temporary Light, Power, and Water. The Contractor shall at its own expense, furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the work. The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

401.10 Coordination With Affected Residents. This contract may include a significant amount of work within construction easements in private property. The Contractor shall be required to provide

adequate notification to, and coordination with, the affected residents. At least 1 week prior to working in easements, the Contractor shall notify the affected residents in writing of the intention to perform work within their properties, the starting dates of work, and duration of the work. The Contractor shall only initiate an amount of work that can be reasonably completed on the same day. If the initiated work is unfinished, the Contractor shall provide adequate covers and appropriate barricades and warning signs to ensure public safety to the satisfaction of the Engineer. After completion of work in the easement area, the Contractor shall obtain written release from the property owners and give a copy to the Engineer. Any damages to the properties shall be restored and handled in accordance with Section 401.11 of this specification.

In addition, service connections may be required to be temporarily stopped for rehabilitation of the sewer mains and/or laterals. At least 1 week prior to working in a particular area, the Contractor shall notify the affected residents in writing of the intended work, the starting date and duration, and any coordination requirements to facilitate work progress. The Contractor shall be required to adequately notify affected residents of schedule changes.

For service connection disruptions required to make system improvements, the Contractor shall provide a second notice to residents/businesses not less than 48 hours prior to service interruption. For interruptions in service longer than the limits specified below, the Contractor shall at his cost arrange for and provide in-kind services. Maximum interruption time without provision of in-kind services for private residences shall be as follows:

Water Services: 4 hours
Sewer Services: 7 hours

All interruptions shall be restored by the Contractor at the end of each day.

The Contractor shall plan for and provide the services of a septic tank pumper truck to periodically pump out any sewage which may accumulate in excavation pits at the two-way cleanout location. Alternatively, the Contractor may utilize submersible sewage pumps or trash pumps to convey the sewage from the pits to a functional portion of the existing sanitary sewer within the project area.

The Contractor shall at all times perform his lateral connection work so as to minimize the quantity of sewage which may accumulate, to minimize adverse impacts on public health and sanitation and to minimize the potential for odors. The Contractor shall at all times maintain an adequate supply of bottled chlorine bleach (sodium hypochlorite solution) to treat any accumulated sewage should this be determined necessary by the Engineer to minimize odors and to protect the public and workers' health.

All costs to the Contractor for coordination with the affected residents shall be included in bid prices for the replacement or rehabilitation of sewer mains and laterals.

401.11 Protection and Restoration of Existing Improvements. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements and street pavements which are not designated for removal (e.g., street sections, curbs, gutters, driveways, fences, walls, structures, landscaping, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimensions.

Prior to initiating work in the public right of way and in the easements, the Contractor shall make an audio/video cassette tape recording of the affected areas showing all existing improvements, and their conditions. The tapes shall be turned over to the Engineer and shall be used as a historical recording of the pre-construction conditions. The costs of the pre-construction audio-visual survey shall be the responsibility of the Contractor.

Any damages to the private properties will be restored to the satisfaction of the property owners/Engineer within seven (7) days of the damage(s).

Damages within the public right of way including street pavement will be restored to the satisfaction of the Engineer after work on that particular block is completed.

401.12 Submittals. Where required by the specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Agency whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of proposed construction schedule, traffic control plan, shoring, sheeting and bracing as required drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications. In some instances, specified submittal information described some, but not all, features of the material, equipment, or method of work. Features not requiring submittals shall be as specified.

401.12-1 Contractor's Responsibilities. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the Agency. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

401.12-2 Transmittal Procedure

401.12-2a General. Submittals regarding material and equipment shall be accompanied by a transmittal form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

401.12-2b Deviation from Contract. If the Contractor proposes to provide material, equipment, or method of work which deviates from the requirements of the plans and specifications, he shall indicate as "deviation" on the transmittal form accompanying the submittal copies.

401.12-2c Submittal Completeness. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

401.12-3 Review Procedure. Submittals are specified for those features and characteristics of materials, equipment, and methods of operation which can be selected based on the Contractor's judgment of their conformance to the requirements of the plans and specifications. Other features and characteristics are specified in a manner which enables the Contractor to determine acceptable options without submittals. The review procedure is based on the Contractor's guarantee that all features and characteristics not requiring submittals conform to the plans and specifications. Review shall not extend to means, methods, techniques, sequences or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes except where specifically indicated or required by the contract documents or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

When the contract documents require a submittal, the Contractor shall submit the specified information as follows:

1. One reproducible original of all the submitted information. When individual sheets in the submittal exceed 8-1/2 inches x 11 inches, a sepia shall be submitted.
2. Four copies of all the submitted information.

Unless otherwise specified, within 10 calendar days after receipt of the submittal, the Engineer shall review the submittal and return one copy of the marked-up reproducible original noted in 1 above. The

reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment or work method complies with the contract documents, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

4. If the review indicates that the material, equipment, or work method does not comply with the contract documents, copies of the submittal will be marked "REJECTED -SEE REMARKS." Submittals with deviations which have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or " MAKE CORRECTIONS NOTED."

401.12-4 Effect of Review of Contractor's Submittals. Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the Agency, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Agency has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

401.13 Final Cleaning Up. 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 Engineer. If the Conditions as noted above are not corrected immediately, the Engineer may declare an emergency and take necessary action in accordance with Section 401.7-1 of this specification.

401.14 Changed Conditions. The Contractor shall notify the Engineer in writing of the following Work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract; and
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

The Engineer will promptly investigate conditions when notified or any conditions discovered by him which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Work, a Change Order will be issued adjusting the compensation for such portion of the work in accordance with Subsection 401.3. If the Engineer determines that conditions of which has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, it may submit a notice of potential claim to the Engineer, as provided in Subsection 501.12.

If the Engineer determines that the conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, may be granted an extension of time subject to the provisions of Subsection 801.7.1.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

401.15 As-Built Records. The Contractor shall maintain at the jobsite one (1) set of Plans marked to show any deviations which have been made from the Plans, including buried or concealed construction and utility features revealed during the course of construction. Record the horizontal and vertical location of all buried utilities that differ from the Plans. These Plans shall be available for review by the Engineer at all times. Upon completion of the work, deliver the marked set of prints in good condition to the Engineer for incorporation into the original drawings.

SECTION 5 - CONTROL OF THE WORK

501.1 Authority of the Engineer. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner or performance and rate of progress of the work; all questions which may arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

501.2 Plans. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made in any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer. Where at any time reference is made to the plans, the interpretation shall be the plans as affected by all authorized alterations then in effect.

501.3 Conformity with Plans and Allowable Deviation. Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviation from the approved plans, as may be required by the exigencies of construction, will, in all cases, be determined by the Engineer and authorized in writing.

501.4 Coordination with Contract Documents. These specifications, the plans, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Federal and State requirements.
2. Permits from other agencies as may be required by law.
3. Special Provisions
4. General Provisions
5. Contract Plans, including General Notes.
6. Standard Details.
7. Amendments to the Standard Specifications for Public Works Construction, 1985 Edition.

8. Standard Specifications for Public Works Construction, 1985 Edition, Part 2 - Construction Materials and Part 3 - Construction Methods.
9. Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

501.5 Interpretation of Plans and Specifications. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Plans or Specifications, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to the same as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or question arising regarding the true meaning of the Specifications, reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Any part of the work which is not mentioned in the Specifications, but is shown in the Plans, or any part not shown on the Plans but described in the Specifications, shall be performed by the Contractor.

501.6 Superintendence. The Contractor will be supplied with five copies of the Plans and Specifications. Additional sets of Plans and Specifications shall be provided at the Contractor's cost which shall be equal to the City's reproduction costs. The Contractor shall have available on the work, at all times, one copy of each of said Plans and Specifications; he shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other contractors in every way. The Contractor shall, at all times, have a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the order or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

501.7 Lines and Grades. Lines and grades for the work will be given by the Engineer. The Contractor shall give at least 48 hours' notice when he will require the services of the Engineer for laying out any portion of the work.

The Contractor may be required to furnish labor, at no extra cost to the City, to assist the City survey party. In general, this would mean the occasional furnishing of a laborer to drive stakes, pull manhole covers,

move obstructions, etc., in order to expedite the work.

The Contractor shall protect stakes set by City surveyors by placing guard stakes or large objects to protect them from damage. The Engineer shall charge the Contractor for all time spent resetting stakes.

501.8 Authority and Duties of Resident Engineer. Duly authorized Resident Engineers, who shall perform their duties under the direction of the Engineer, will be assigned to the project or each part thereof. The presence of the Resident Engineer shall in no way lessen the responsibility of the Contractor. In case of any dispute arising between the Contractor and the Resident Engineer as to materials furnished or the manner of performing work, the Resident Engineer shall have authority to reject materials or suspend the work until the questions at issue can be referred to and decided by the Engineer. The Resident Engineer is not authorized to revoke, alter, enlarge, relax, or release any requirement to these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Plans and Specifications.

501.9 Inspection. The Contractor shall furnish the Engineer or his designated representative with access to the work for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the specifications and contract.

The Contractor shall give the Engineer or his representative notice of the time when he or his subcontractors will start the various units or operations of the work. Notice shall be given at least 24 hours in advance of starting or resumption time exclusive of Saturdays, Sundays, or holidays, for the purpose of permitting the Engineer to make the necessary assignment of his representative or inspector on the work. Any work performed by the Contractor or his subcontractors in conflict with said notice shall be removed if so ordered by the Engineer, his representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

501.10 Traffic Control. The Contractor shall submit three copies of proposed traffic control plan to the Engineer for approval at least five (5) working days prior to commencement of work. No work will be started unless the traffic plan and requirements in Section 801.2 is duly approved. This plan will be submitted in the form of a drawing locating the project area and all major and minor access and exits to and out of this area. The plan will also include the immediate neighboring areas where the traffic shall be directly or indirectly affected as a result of construction work in the project area.

The traffic control plan shall be developed for various traffic situations and street configurations in the work and surrounding areas in full conformance with the "State of California Business, Transportation and housing Agency Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zone" dated 1985, hereinafter referred to as Traffic Control Manual.

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 days in advance of any work.

If traffic is to be detoured over a centerline or detoured in advance of the work, detour plan must be incorporated in the traffic control plan. Police, Fire, and Public Works Department shall be notified at least 48 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. Intersection closure may only occur if, in the traffic plan, the two adjacent intersections remain open, unless otherwise approved by the Engineer.

All signs and devices proposed to warn, direct, and control traffic in the vicinity of the work shall conform in size, shape, and color to the requirements set forth in the Traffic Control Manual mentioned above and approved by the Engineer in accordance with the traffic control plan.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays, after 3:00 P.M. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Cost of traffic controls, including flag person, shall be included and spread among appropriate bid items as determined by the Contractor.

Public parking on streets may be restricted as necessary.

The Contractor shall furnish, erect, and maintain all signs except "No Parking" signs which shall be obtained by the Contractor from the City of Berkeley. All signs shall be placed as directed by the Engineer. The "No Parking" signs must be posted by the Contractor no later than 48 hours or as directed by the Engineer in advance of the time of need. "No Parking" signs shall bear the name of the Contractor and shall also specify the "No Parking" dates and locations.

The Contractor shall replace within a 24 hour period any sign that has been damaged, lost, or worn out.

The Traffic Engineer shall have authority to change the traffic plan and make recommendations through the Engineering Inspector after the project has started and throughout the project.

The Contractor shall comply with the traffic engineering recommendations within a 24 hour period or immediately if requested. Failure to comply with this item shall be enough reason for the Engineer to stop the project.

501.11 Defective and Unauthorized Work. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Upon failure of the Contractor to comply forthwith with any order of the Engineer made under the provisions of these specifications, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

501.12 Disputed Claims. In any case where the Contractor deems extra compensation is due him for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, the Contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claims for such extra compensation.

Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The claim must be passed upon by the Engineer. In case the claim is found to be just, it shall be allowed and paid for as extra work. Unless the Contractor gives notice of his claim to the Engineer within 10 calendar days, or before he begins the work on which he bases his claim, whichever is sooner, it will not be considered.

501.13 Arbitration. Disputed claims may be settled by arbitration if both parties mutually agree. The arbitration procedures shall be in accordance with the construction industry arbitration rules of the American Arbitration Association. Arbitration awards shall be presented in writing and shall include the following elements: (1) legal "finding of fact" established by the arbiter; (2) specific breakdown of the dollar amounts allocated for each issue under arbitration; (3) the arbiter's "conclusion of law"; (4) a summary of the evidence; and (5) reasons underlying the arbiter's award.

501.14 Final Inspection. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, the Engineer will make the final inspection.

501.15 Progress Meetings. The Contractor shall schedule and hold regular on-site progress meetings weekly and at other times as requested by the Engineer or as required by progress of the Work. The Contractor, Engineer, and all subcontractors active on the site shall be represented at each meeting. The Contractor may, at its discretion, request attendance by representatives of its suppliers, manufacturers, and other subcontractors. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

501.16 Substitution. Any materials, process, or article may be requested for a substitution by the

Contractor, in lieu of that specified or shown, under the following conditions:

1. Requests must be submitted in writing sixty (60) days prior to starting the work, as established by the Engineer, so as not to cause any delay in completion of the project.

2. The Contractor shall, at no cost to the City, furnish all testing, data, engineering, and design services (including the review costs incurred by the Engineer) for items offered as equivalent to those specified. Test methods and findings shall, prior to installation, be subject to approval of the Engineer.

3. On sewer rehabilitation projects, the sewer rehabilitation methods shown on the Plans are the minimum levels acceptable for the respective reaches. The three sewer rehabilitation methods, in descending order of acceptability, are as follows:

- Replacement
- Inversion-Lining
- Sliplining

Substitution with a lower level rehabilitation method will not be permitted unless field conditions dictate that a lesser method will provide comparable sewer integrity. A credit change order will be prepared accordingly. The foregoing shall require the approval of the City and the Engineer. Substitution with higher level rehabilitation method may be acceptable subject to approval of the Engineer.

1. No requests for substitution will be considered during the bidding period.

2. Any substitution of any material, process, or article shall be at no additional costs to the City. Substitution with a lesser level rehabilitation method shall be accomplished by credit change order. Substitution with a higher level method shall be accomplished by a no cost change order.

The Engineer reserves all rights and will have final approval as to the substitution of alternative rehabilitation methods.

501.17 Reinspection, Retesting, and Re-staking. All costs incurred by the City for reinspection of poor workmanship, failing air tests, failing compaction tests, failing tests of any kind, and re-staking caused by the Contractor shall be deducted from the amounts due the Contractor by contract change order. The Engineer's decision as to determination of poor workmanship shall be final.

SECTION 6 - CONTROL OF MATERIAL

601.1 Sample and Tests. At the option of the Engineer, the source of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards as set forth in the specifications and such other special methods and tests as may be prescribed.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested by the laboratory whenever necessary to determine the quality of material.

601.2 Defective Materials. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such defective materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under this provision of these specifications, the Engineer shall have authority to remove and replace defective material and deduct the cost of removal and replacement from any monies due or to become due the Contractor.

601.3 Storage of Materials. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials shall be so located as to facilitate prompt inspection. Space for main storage/construction yard shall be the Contractor's responsibility.

No construction material shall be stockpiled in the street for a period of more than five (5) days at a particular location. Contractor shall coordinate with the Engineer to designate such temporary storage areas. The delivery of materials on site should be scheduled in installments in such a way that all stockpiled materials are used within the above specified period. Proper lighted barricades and other required traffic controls shall be maintained at all times around the stored materials. No material shall be stored on the sidewalk area and/or in front of driveways or within 15 feet of a fire hydrant or catch basin, passageways, or in such a way as to hinder pedestrians, vehicular flow, or drainage.

Street curbs and gutters shall be clear from stockpiled materials. To maintain flow of unobstructed surface water on the street, 4" diameter minimum drain pipes shall be provided along the gutters if any materials are stockpiled in those areas.

At least one lane shall be kept open in the street at every time during the time material is stockpiled in the public right of way. Any violation of the above requirements will result in a declaration of an emergency situation by the Engineer and proper remedial action shall be taken in accordance with Section 401.7 of this specification.

Clean up and tidiness under Section 401.6 shall be adhered to and enforced.

601.4 Trade Names or Alternatives. Whenever any article or any class of materials is specified by a trade name or by the name of any particular patentee, manufacturer or dealer, it shall be and is mutually understood to mean and specify the article or class of materials described, or any other equal thereto in quality, finish, and durability, and equally as serviceable for the purpose for which it is intended, subject to the approval and acceptance of the Engineer.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

701.1 Laws to be Observed. The Contractor shall keep himself fully informed of all state and national laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and or all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations; and shall protect and indemnify the City, the Council, and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If such discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same, in writing, to the Engineer.

701.2 Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work for all workers employed on this contract and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as penalty to the City of Berkeley, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, worker, or mechanic is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of said Labor Code.

701.3 Apprentices. The Contractor and any subcontractor working under him must comply with and be governed by the laws of the State of California having to do with the employment of apprentices on public works as set forth in Sections 1777.5 and 1777.6 of the Labor Code of the State of California.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

701.4 Nondiscrimination. There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment, because of race, religion, color, disability, national origin, or sexual preference. This provision shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

In order that this provision against discrimination shall achieve the intended result, before a contract is awarded to the apparent successful bidder there shall be a pre-award conference between such apparent successful bidder and the City Manager, or the City Manager's designated representative. Such pre-award conference shall be held after the opening of bids and before award of the contract at a date and time to be designated by the City Manager, or his representative, and at such pre-award conference the apparent successful bidder shall present to the City Manager, or his authorized representative, the program of affirmative action he proposed to undertake to ensure that persons are employed and employees are treated so that they receive equal opportunities without regard to race, religion, color, disability, national origin, or sexual preference. Such program shall include not only the affirmative action proposed to be undertaken by the apparent successful bidder in his own employment practices but also the affirmative action that he proposes to undertake to assure that all subcontractors working under him provide equal employment opportunities for all without regard to race, religion, color or national origin. Failure to carry out the proposed program of affirmative action shall be deemed to be a violation of the contract within the meaning of Section 701.26 of the General Provisions.

In the event that the apparent successful bidder refuses or fails to participate in such pre-award conference or refuses or fails to present a program of proposed affirmative action, the Council may determine that he is not the lowest responsive bidder and his bid shall be rejected. In such event, the City Council shall have the right to declare such apparent successful bidder to be a nonresponsive bidder, in which case no contract shall be awarded to him by the City for a period of at least three (3) years from the date of the declaration by the Council that he is a nonresponsive bidder, and then only after satisfactory evidence that he will comply with the requirements of this Section of the General Provisions.

If the bid of the apparent successful bidder is rejected by the Council and the Council wishes to award the contract to another bidder, such contract shall not be awarded until such bidder has complied with the requirements of this Section relating to pre-award conference and the effects thereof, as hereinabove set forth, shall be applicable to said other bidder, except that such pre-award conference shall be held within five (5) days following the action of the Council in rejecting the bid. The other bidders shall be considered for award pursuant to this paragraph in the order of their bids starting with the next lowest responsive bidder and continuing until a bidder complies with the requirements of this Section, or until the council takes other action as authorized by Section 67 of the Charter.

701.5 Prevailing Wage. The Contractor and any subcontractor working under him must comply with and be governed by the laws of the State of California having to do with the prevailing wage to be paid as is set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as penalty to the City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the general prevailing wages hereinafter stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code. In addition, the Contractor shall pay to the workmen the wages resulting from the difference between the stipulated wage rate and the wages actually paid.

The Engineer has a current copy of general prevailing wage rates applicable to the work, a copy of which is made part of these specifications by reference.

701.6 Compensation Insurance. Before beginning work, the Contractor shall furnish to the Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

701.7 Governmental Regulations. Bid price shall not be in excess of maximum prices permitted by the federal or state government.

All orders are subject to ability to obtain and use materials and deliver finished products under federal and state regulations and orders. If shipping dates are subject to delays resulting from preference rating or priority shipments order or requested by the United States Government or by any department, commission or agency thereof, the Contractor shall not be held liable for such delay.

701.8 Taxes. The City is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax law and a City and/or County tax is collected by the State, the City of Berkeley is liable for this tax also.

The City if exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise Tax is chargeable to him and if so, the amount of the tax should be included in the amount bid.

Any new or additional taxes levied after the adoption of these specifications that are payable by the City are not to be included in the price bid, but added thereto when invoiced.

701.9 Permit and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary for the lawful prosecution of the work.

701.10 Royalties and Patents. The Contractor shall pay all royalties and patent fees. He shall defend all suits and claims for infringements of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified. If, however, the Contractor has information that the procedures or article specified is an infringement of a patent, he shall be responsible for any loss unless he promptly gives said information to the City.

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

All fees and royalties for any patented invention or process used in connection with the work shall be included in the price bid for such work, and the Contractor shall obtain a permit from the patentee for use of the same.

701.11 Public Convenience and Safety. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public.

Residents along the work shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the work shall be maintained and temporary crossings shall be provided and maintained in good conditions. Contractor shall maintain access to all driveways except when actually doing construction within the driveway boundaries, at which time parking access will be maintained unless alternate arrangement can be made with the property owners or tenants in advance. No more than one intersection street shall be closed at any one time without the approval of the Engineer.

The Contractor shall furnish all flagpersons, barricades, barriers, lanterns, flares, "DR" type detour signs, and other devices which may be necessary for adequate and safe traffic control, and in accordance with the approved traffic control plans per Section 501.10 of this specification.

Traffic control shall be performed in accordance with the following requirements:

- o Safe pedestrian passage shall be provided at all times on the project site.
- o All open trenches will be covered with appropriately thick steel plates in accordance with page 25 of the "Work Area Traffic Control Handbook" published by Building News, Inc. (213) 870-9871. Safe passage for all vehicles shall be maintained at all times in both directions.
- o Sufficient number of reflectorized signs shall be supplied and used on the job site at all times to efficiently control traffic in accordance with this specification. Each and all barricades shall be equipped with operative automatic flashers.

- o Berkeley Police and Fire Departments, Berkeley School District, City Streets and Utilities Division, and A.C. Transit shall be advised of the planned construction, blocked streets, and other changes affecting traffic conditions (48 hours in advance), every work day -- or more frequently. Additionally, the Police and Fire Departments and Resident Engineer must be given telephone numbers where the Contractor may be reached at all hours in the event of an emergency involving the work. Appropriate Police, Fire, Berkeley School District, City Streets and Utilities Division, and A.C. Transit telephone numbers are as follows:

Police: 981-5900
Fire: 981-5900
School: 644-6182
Streets & Utilities: 981-6620
A.C. Transit: (where applicable) 891-4777

Proper signs and devices shall be used to warn, direct, and control traffic in the vicinity of the work and shall conform in size, shape, and color to the requirements set forth in the specifications and approved by the Engineer in accordance with the Traffic Control Plan.

Where such facilities are not provided or are out of service, and an emergency exists that necessitates protective measures, the Engineer or his representative, may provide such facilities during the emergency and the cost thereof shall be paid by the Contractor or deducted from monies due or to become due him on the contract. Such action by the Engineer, however, shall not relieve the Contractor of his responsibility for any damages which may occur before, during or after such precaution has been taken by the Engineer, and shall place no liability upon the City or the Engineer.

To keep evening and night noise levels to a minimum, no engine driven equipment shall be operated between 5:00 p.m. and 7:30 a.m. unless previously authorized by the Engineer.

701.12 Responsibility for Damage. The City, the Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the City and save it harmless in every way from all claims, suits or actions of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The Council may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

701.13 Public Liability and Property Damage Insurance. Before commencing the work, the Contractor shall furnish to the City Attorney of the City satisfactory evidence of public Liability and Property Damage insurance with limits of liability as listed in the Notice to Bidders and as approved by the City's Risk Manager. Such insurance shall name the City of Berkeley officers, employees, agents and its consultants associated with the project (City to provide names of the consultant(s)) as additional named insured and it shall be provided that any cancellation or reduction in coverage of the insurance by either the assured or the insurance company will not be effective until thirty (30) days after written notice thereof has been given to the City.

701.14 Contractor's Responsibility for Work. Until the formal acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof, except as provided in Section 701.11, Public Convenience and Safety, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by acts of war.

701.15 Entry Rights. The right is reserved to the City, and also to railway, water, gas, telephone, telegraph, cable television and electric power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of work. Projects financed in whole or in part with State funds shall be subject to inspection at all times by the State of California agency having jurisdiction or his agent.

701.16 Cooperation between Contractor and Utility Companies. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The City, its workers and contractors, and others shall have right to operate within or adjacent to the workers to perform such work.

The City, the Contractor, and each of such workers, contractors, and others shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage, or delay, the Contractor shall redeploy its work force to other parts of the work.

Should the Contractor be delayed by the City, and such delay could not reasonably have been foreseen and prevented by the Contractor, the Engineer will determine the extent of the delay, the effect of the delay on the project as a whole, and any commensurate extension of time.

If the work of the Contractor is delayed because of any acts or omissions of any other contractor or utility company, the Contractor shall on that account have no claim against the City other than for an extension of time.

701.17 Obstruction. No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must be at all times readily accessible to the Fire Department.

Where the completion of the work requires their removal, the Contractor shall remove and dispose of all structures, debris, or other obstructions encountered in making the improvement.

701.18 Sanitary Conveniences. Necessary sanitary facilities for the use of workers properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced.

701.19 Preservation of Monuments. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willfully or careless destruction, he will be charged with the entire cost of replacing them and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Monuments which have to be removed shall not be disturbed until authorized by the Engineer.

The Contractor shall provide the City with a minimum of 48 hours notice of any activities which may result in the displacement damage or destruction of monuments.

701.20 Opening Sections of New Work. Whenever, in the opinion of the Engineer, any section of the work is in a condition for beneficial use by the City it may be opened for use. Such openings, when authorized in writing by the Engineer shall not represent acceptance of that portion of the work unless all specified testing has been satisfactorily completed.

The Contractor will be responsible for all necessary repairs on any section of work, so opened, due to defective material or work, damage by Contractor's operation, or to natural causes other than ordinary wear and tear until final completion and acceptance of the work. Such repairs shall be at the expense of the Contractor.

701.21 Acceptance of Work on Contract. When the final inspection is completed and it has been determined that the work is in accord with the plans and specifications, the Engineer will formally accept the contract. After such acceptance, the Contractor will be relieved of protecting the work, except for such correction or repair as shall be required to correct any defect in the work. The Contractor will not be required to perform any further work thereon except such items as may be reserved specifically in the specifications or formal written acceptance, and he shall be relieved of responsibility for injury to persons

or property or damage which occurs after the formal written acceptance.

701.22 Correction of Errors, Recovery for Errors, Dishonesty or Collusion. The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover by process of law any sums sufficient to correct any error or make good any deficiency in the work, regardless of when such error, dishonesty or collusion shall be discovered.

701.23 Rights in Materials and Salvage. Ownership of materials incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamphole boxes, and other steel, cast iron or metallic materials) that are the property of the City, if they are to be removed shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

701.24 Right-of-Way. The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside the limits of the right-of-way, unless otherwise provided in the Special Provisions.

701.25.1 Underground Facilities. The City has investigated underground conditions to the extent allowed by the City records and has indicated on the drawings such underground structures and conditions as are known to exist. In addition, the drawings indicate information furnished to the City by the utility agencies concerning their facilities. The City does not guarantee, either expressly or by implication, that the underground conditions indicated are either complete or exact as to locations and depths. No additional allowance will be made in cases where underground conditions vary as to number, structures, depths, locations or any other condition from the information shown on the drawings. In all cases, the cost of dealing with the identified underground facilities encountered will be considered as being included in the bid prices for the various items of work.

701.25.2 Protection of and Liability for Unidentified Underground Public Utilities. The following is pursuant to California Government Code Division 5, Chapter 3.1, Section 4215. The City is responsible for the removal, relocation or protection of existing utilities located on the construction site that is subject of these plans and specifications if such existing underground utilities are not identified in the plans and specifications and made a part of the invitation for bids. The Contractor will not be assessed liquidated damages for delay in completion of the contract, when such delay is caused by failure of the City or utility owner to provide for removal or relocation of the unidentified existing utility facilities.

701.26 Compliance with Contract. In the event any provision of the contract including the General

Provisions and specifications, is violated, and the Contractor refuses to comply after 10 days written notice is given by the City, the City shall have the additional right, without further notice, to cancel the contract and/or declare such Contractor to be a nonresponsive bidder, in which case no contract shall be awarded him by the City of a period of at least three (3) years from the date of violation, and then only after satisfactory evidence that he will comply with City specification and contract provisions.

SECTION 8 - PROSECUTION AND PROGRESS

801.1 Subletting and Assignment. The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The contract may be assigned only upon written consent of the Engineer.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

When a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the written request of the Engineer and shall not again be employed on the work.

801.2 Progress of the Work and Time for Completion. The Contractor shall begin work within 30 calendar days after the award of the contract and shall diligently prosecute the same to completion before the expiration of the time specified in the Bidding Documents. After issuing of Notice to Proceed and prior to commencement of mobilization and construction, the Contractor shall be required to attend a pre-construction meeting.

The Engineer may extend the starting date.

801.3 Programming Work. After notification of award and at least five (5) working days prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed construction schedule. No construction work will start unless the schedule is approved by the Engineer. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications. The schedule shall include completion dates of all major activities on a block to block basis.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Agency a revised construction schedule in advance of beginning revised operations.

Loss of work for any cause during the period of time prior to the submission of the progress schedule will not be considered by the Engineer in his computation of time extensions. In addition, the Contractor shall

submit a complete list of subcontractors who will perform the work on this project and a list of all major material suppliers. No substitutions of any kind will be allowed, either of subcontractors or material suppliers without the written approval of the Engineer.

In case of any delays from the original schedule due to any reason, the Contractor will immediately notify the Engineer and resubmit the revised schedule within forty-eight (48) hours of that change. Any request for change in the original schedule shall be evaluated and approved or denied in accordance with requirements listed in these specifications.

All work on the project shall be performed between the hours of 7:30 AM and 5:00 PM on a regular work day. No work shall be scheduled beyond these hours on a regular work day, holiday, or weekend without prior approval from the Engineer. The Contractor shall submit this request in writing at least one week in advance. The Contractor shall pay for the inspection time of the City's resident Engineer or his designated representative on an overtime basis for required inspection of work performed beyond the mentioned regular day working hours and on holidays or weekends. This inspection charge will be deducted from the Contractor's progress payment.

All work, including finish paving on a City block and final clean up, shall be completed within five (5) weeks from the start of construction on the respective City block.

801.4 Character of Workers. If any subcontractor or person employed by the Contractor shall refuse to carry out the provisions of the plans and specifications or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the written request of the Engineer, and such person shall not again be employed on the work.

801.5 Temporary Suspension of Work. The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. In addition, the Contractor shall comply with the Traffic Engineering recommendation within a 24-hour period or immediately if requested. Failure to comply with this shall be sufficient reason for the Engineer to suspend the work. The Contractor shall immediately obey such orders of the Engineer and shall not resume the work until ordered in writing by the Engineer.

801.6 Liquidated Damages for Failure to Complete Work in Specified Time. Time is of the essence and an essential condition of the Contract. If all the work called for under the contract is not completed before or upon the expiration of the time set forth in the Bidding Documents, damage will be sustained by the City. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified in the Bidding Documents for each and every working day beyond the time prescribed

to complete the work, not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

801.7 Extension of Time. If the work called for under the contract is not completed within the time specified, the Engineer may extend the time for completion if it serves the best interest of the City. If the time limit for the completion of the contract is extended, the Engineer may charge to the Contractor or deduct from the final payment for the work, all or any part of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are incident to the work, and which accrue during the period of such extension. The cost of final surveys and preparation of final estimate shall not be included in such charges.

801.7.1 Extension of Time Due to Extra Work and Inclement Weather. Extensions of time for extra work, when granted, shall be based upon the effect of delays to the Work and will not be granted for noncontrolling delays to minor portions of the work unless it can be shown that such delays did or will delay the progress of the Work. Extensions of time for inclement weather, when granted, shall be based upon impacts to the Contractors work operations causing not less than 50 percent of the effort to be shut down.

801.8 Delays and Suspension of Work. The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by the wrongful act or negligence of the City or its employees, agents or representatives, by acts of God, acts of the public enemy, fire, floods, epidemics, quarantine restrictions, labor disputes, freight embargoes, materials delays when approved by the Engineer, inclement weather or delays of subcontractors due to such causes; provided, that the Contractor shall within five (5) working days from the end of any such delay notify the Engineer in writing of the cause of delay. The Engineer will determine the extent of delay and his findings of the facts thereon shall be final.

In the event the Contractor is delayed in the work by the wrongful act or negligence of the City or its employees, agents or representatives, which said delay is not caused by or the continuance of which is not due to any act or conduct on the part of the Contractor, reimbursement or payment to the Contractor for such delay, if at all, shall be limited to any money actually and necessarily expended on the job during the period of delay, solely by reason of said delay. No reimbursement, payment or allowance will be made for anticipated profits, rental charges for equipment owned by the Contractor, or any overhead or indirect costs.

801.9 Acceptance of Payment Does Not Constitute Waiver. If the City accepts any work or makes any payment under this contract after a default by reason of delays, the payment or payments shall in no

respect constitute a waiver or modification of any of the provisions in regard to time of completion and liquidated damages.

801.10 Suspension of Contract. If at any time the Contractor has failed to supply an adequate working force or materials of proper quality, or has failed in any other respect to prosecute the work as intended by the terms of the contract, notice thereof in writing will be served upon him and his surety by the Engineer. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract within three (3) working days, the Engineer shall have the power to suspend the operations of the Contractor. Upon receiving notice of such suspension, the Contractor shall discontinue said work or such parts of it as the Engineer may designate. Upon such suspension, the Contractor's control of the work shall terminate. The City or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliance and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof. The City may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the Engineer may deem proper. The City may annul and cancel the contract and re-let the work or any part thereof.

801.11 Liability of Contractor in Event of Suspension or Cancellation. Any excess of cost over and above the contract price because of suspension of the contract will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all moneys due the Contractor or retained under the terms of this contract shall be forfeited to the City until all obligations of the contract have been met. Such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract.

The Contractor and his sureties will be credited with any surplus of money so forfeited by the suspension or cancellation of the contract after the completion of the work by the City as above provided. The Contractor or his surety may claim any surplus remaining after all just claims for such completion of the contract have been paid.

801.12 Decision of Council Binding on All Parties. The final determination of the question as to whether there has been non-compliance with the contract sufficient to warrant the suspension or annulment thereof, rests with the Council. Its decision shall be binding on all parties to the contract.

801.13 Guarantee. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one year after completion and acceptance by the Agency. The date of initiation of this guarantee period shall be the date of the filing of the notice of completion by the Agency. The Contractor shall agree to make, at his own expense, any repairs or

replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to defend, to indemnify and hold harmless the Agency; its officers, agents and employees, and its consultants associated with the project (City to provide name of consultant), against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the Agency may do the work and the Contractor and his surety shall be liable to the Agency for the cost of such work.

The performance of guarantee and conditions specified above shall be secured by a surety bond which shall be delivered by the Contractor to the Agency prior to the date on which final payment is made to the Contractor. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the Agency, in the amount of 10 percent of the Contract price. Said bond shall remain in force for the duration of the guarantee period.

SECTION 9 - MEASUREMENT AND PAYMENT

901.1 Measurement of Quantities. For all items of work, other than those to be paid for by lump sum, after the work is completed and before final payment is made therefore, the Engineer shall make final measurements to determine the quantities of various items of work performed as the basis for final settlement. The Contractor, in case of unit price items, will be paid for the actual amount of work performed and for the actual amount of materials in place, in accordance with these specifications as shown by the final measurements. All work completed under this contract shall be measured by the Engineer according to the standards of weight and measures recognized by the National Bureau of Standards. A ton shall consist of two thousand (2,000) pounds avoirdupois.

Measurement for items paid for on the basis of lineal or surface area shall be along centerline distances and in horizontal planes. In computing volumes, the method of average end areas will be used with the aid of planimeter. The pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight or computed weight if so specified.

In order that the City of Berkeley shall have control over materials paid for on a tonnage basis, certain procedures, as outlined below, shall be followed.

1. The Resident Engineer shall be notified prior to the delivery of materials which are to be paid for on a tonnage basis.
2. Material delivered must be accompanied by a weight tag at the time of delivery.
3. The Resident Engineer must validate each tag at the time of delivery.
4. Tags will be accepted and initialed only on the date shown on the tag, which shall be the date of delivery.
5. Final quantities will be based on initialed tags only.

Materials specified for measurement by tallying of vehicles having predetermined carrying capacity shall be hauled only in approved units, struck off at the top of the carrying unit or to permanent lines at the loading point and tallied at the point of delivery. Unless all vehicles have uniform carry capacity, each hauling unit shall be marked identifying the approved capacity.

901.2 Extra and Force Account Work. Extra work as defined in Section 401.3, when ordered and accepted, shall be paid for under a contract change order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the

Contractor and the Engineer; or by force account.

If the work is done on force account, an amount equal to the sum of the following items shall be used as full and proper compensation therefor, and such amount shall be added to the price fixed by the terms of this contract for the part of the work affected:

1. The actual cost to the Contractor of the material required for the work as furnished and delivered by him at the site of the work.
2. The actual cost to the Contractor of the labor (including foremen devoting their exclusive attention to the work in question) required to incorporate all of said material into the work and to finish the work in accordance with directions and the cost of workers compensation insurance premiums for said labor.
3. The actual cost to the Contractor of equipment required for the extra work, except that the rate paid shall not exceed the current prevailing equipment rental rates. The charge for equipment shall be only for that time of actual operation devoted exclusively to the work in question.
4. Ten percent (10%) of Item 2, which shall be considered as covering the cost of small tools, plant and superintendence, and clerical work in connection with the changes.
5. Fifteen percent (15%) of the sum of Items 1., 2., and 3. which shall be considered as covering all other expenses and profit.

The City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials.

In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entering into extra work, in accordance with the procedure herein stated, the Contractor shall furnish daily an itemized statement of materials and labor supplied, together with the cost of such material and the wages paid and shall furnish vouchers for quantities and prices of such labor, material or work. In case the Contractor fails to comply with the above provisions, he shall have no claim for compensation against the City for such extra work.

This method of determining the price of work shall not apply to the performance of any work or the furnishing of any materials which is susceptible of classification under the items for which prices are established in this contract as is required or reasonably implied to be performed or furnished under this contract.

901.3 Progress Payments. The Engineer shall, once in each month, cause an estimate in writing to be made of the total amount of work done and the acceptable materials furnished and delivered by the

Contractor on the ground and not used to the time of such estimate, and the value thereof according to the schedule of prices contained in the accepted bid for work. The Engineer may make an estimate of such items of work that are only partially completed on a prorating basis and pay for that portion of the item of work completed as work done. The Contractor may request the Engineer to establish a basis for prorating the unfinished items of work, but must use such a schedule for said prorating as will then be established by the Engineer. In order to receive payment, the Contractor shall make his bills in triplicate and deliver to the office of the Engineer.

901.3.1 Bid Item Breakdown. The Contractor shall submit proposed bid item breakdowns for progress payment purpose within 5 days following Award. Engineer shall establish a basis for prorating unfinished items of work utilizing Contractor's proposal, but Engineer shall not be limited to breakdown of items as proposed by the Contractor. Unbalanced or "front loaded" breakdowns shall be rejected.

901.4.1 Retained Funds. Pursuant to Article XI, Section 66 of the City Charter, the City shall retain ten percent (10%) of such estimated value of work done as part security for the fulfillment of this contract by the Contractor and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payment and all sums to be kept or retained under the provisions of this contract. No such estimate or payment shall be required to be made when in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of this contract or when, in his judgment, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

901.4.2 Payment of Retained Funds. Attention is directed to Section 901.3 of the General Provisions "Progress Payments" and in particular to the retention provisions of said section.

1. At the request and expense of Contractor, the City will make payments of funds withheld from progress payments to Contractor or to an Escrow Agent, pursuant to the terms of Government Code Section 4590 if Contractor deposits with the City or with a state or federally chartered bank as escrow agent an equal value of securities eligible for substitution pursuant to Government Code Section 4590. Contractor agrees that any escrow agreement under this contract provision must substantially conform to the form escrow agreement in Government Code 4590. Securities will be held in the name of the City, with the Contractor as beneficial owner. The City will determine market value of substituted securities. Contractor will deposit additional securities to restore the total market value of deposited securities if the market value decreases below the retention amount.

2. The Contractor shall bear the expense of the Escrow Agent who may be either the City Treasurer or the bank, in connection with the escrow deposit made.

3. The Contractor shall obtain the written consent of the surety to such agreement.

901.5 Final Payments. The Engineer shall, after the completion of the requested work in each area, make a final estimate of the amount of work done thereunder, and the value of such work, and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts subject to correction in the final estimate and payment.

The final payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of acceptance of a specific phase of the work by the Engineer, and upon receipt of a bill for the amount due on the work from the Contractor.

No certificate given or payments made under the contract, except the final certificates or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The payment of the final amounts due under the contract, and the adjustment and payment for any work done in accordance with any alterations of same, shall release the City, the Council, and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

PART B - SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. Standard Specifications

The work embraced herein shall be done in accordance with the project plans and/or tables, the City’s General Provisions, these Special Provisions, and the State of California Department of Transportation (Caltrans) 2018 Standard Specifications and Standard Plans, revised October 15, 2021, herein, called the "Standard Specifications" and “Standard Plans” respectively unless otherwise noted. In case of conflict between the Standard Specifications and Plans and the Special Provisions and/or General Provisions, the Special and/or General Provisions shall prevail. This contract intends to obtain a finished, skillful job that is complete and in place.

2. Locations of Work

The work described in these specifications is located within the City of Berkeley. A preliminary list and map of locations has been included in Parts D & E. Please note that this list is tentative and properties may be deleted or added at any time. The final list will be provided prior to the start of construction.

3. Nature of Work

Scope of Work: FY 2025 CURB RAMP IMPROVEMENT PROJECT: The work done under these specifications includes but is not limited to: traffic control; adjustment of valve boxes and utility boxes, frames, and covers; protection of underground utility services (e.g. gas, water, sewer, electrical, telecommunications); tree removal and root pruning; reconstruction of concrete curb, gutter, sidewalk, driveways, curb ramps; curb painting; storm drain pipe removal and replacement; and asphalt concrete paving.

4. Contractor's License: State SB #223

State Senate Bill No. 223, signed into law by the Governor on September 27, 1985, requires all public entities to specify the type of Contractor's license that a prime Contractor must possess at the time a contract is awarded. In order to be considered for the award of this contract, the prime Contractor must possess one of the following Contractor's licenses:

- A - General Engineering Contractor
- C-8 - Concrete Contractor

5. State Senate Bill SB #854

Per State Senate Bill No. 854, signed into law by the Governor on June 20, 2014:

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 work on a 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.

6. Community Workforce Agreement

The contractor and any subcontractor at any tier shall comply with the City's Community Workforce Agreement included herein as Appendix A.

Under the Community Workforce Agreement, the Contractor must sign and comply with the Agreement to be Bound prior to executing the Contract. Subcontractors at any tier must also sign and comply with an Agreement to be Bound prior to executing their respective subcontracts. Signing an Agreement to be Bound is a condition precedent to entering into any contract for this project.

7. Insurance Certificate

The required insurance certificate must be accompanied by the General and Automobile Liability Endorsement contained herein. The endorsement must be properly executed by a duly authorized representative of the insurance company. All signatures must be original in blue ink.

8. Progress Schedule

A detailed progress schedule will be required for this contract. The progress schedule shall be submitted prior to the commencement of work and updated monthly. The Contractor shall provide a graphic description in the form of a bar chart that outlines the items of work to be completed and provide weekly updated written documentation that the work is proceeding on schedule and will be completed within the specified time frame. This schedule will assist the City in advanced notification of adjacent residents and businesses. Therefore, the schedule and any changes to the schedule must be approved by the City and adhered to by the Contractor.

In addition, the contractor shall provide a detailed Two-Week Look-Ahead schedule that must include the scheduled tasks for each address over the next two weeks and a snapshot of completed tasks from the previous week.

Due to the fire danger that exists during a Red Flag Warning event, the City of Berkeley is implementing restrictions for work within City of Berkeley Fire Zones 2 and 3. Restrictions may include, but are not limited to, the prohibition of work deemed a potential ignition risk

or work that may restrict full use of the street in the event of an evacuation or impede access by emergency services. Red Flag days requiring a work stoppage shall be treated as inclement weather delays per Section 801.8 of the General Provisions.

A map of City Fire Zones can be viewed at the website below.
<https://www.arcgis.com/home/webmap/viewer.html?webmap=c83555684940467b9c103c12eb3ac3bf&extent=-122.3095,37.851,-122.2084,37.8925>.

Contractors are responsible to stay informed of the Warnings during the High Fire Season. Information regarding Red Flag Warning alerts is available at AC Alert – Alameda County. View notifications or sign up for AC Alert texts at <https://member.everbridge.net/453003085612570/notif>

9. Holidays

On designated legal holidays, the full width of the street's traveled way shall be opened for use by public traffic.

No work shall be performed on City of Berkeley holidays unless previously authorized by the Engineer.

https://www.cityofberkeley.info/IT/Holiday_and_Reduced_Service_Days.aspx

No work shall be performed during the Christmas holiday Season from November 21 through January 3 within the designated City streets in the business districts and all designated highway routes.

Designated streets and their limits are listed below:

Telegraph Ave.	Bancroft Way	To	South City Limits
Bancroft Way	Piedmont Ave.	To	Shattuck Ave.
Durant Ave.	Shattuck Ave.	To	Bowditch St.
College Ave.	Webster St.	To	Russell St.
Sacramento St.	University Ave.	To	South City Limits
Shattuck Ave.	Rose St.	To	Ashby Ave.
Adeline St.	Shattuck Ave.	To	Alcatraz Ave.
University Ave.	Sixth St.	To	Oxford St.
Hearst Ave.	Frontage Rd.	To	Sixth St.
Gilman St.	Frontage Rd.	To	Hopkins St.
Center St.	Fulton St.	To	Martin Luther King Jr.
Kittredge St.	Fulton St.	To	Milvia St.
Vine St.	Walnut St.	To	Shattuck Ave.

Solano Ave.	The Alameda	To	West City Limits
Allston Way	Fulton St.	To	Milvia St.
Addison St.	Fulton St.	To	Milvia St.
Fourth St.	Addison St.	To	Virginia St.
Euclid Ave.	Hearst Ave.	To	Ridge Rd.
Oxford/Fulton St.	Hearst Ave.	To	Dwight Way

Designated highway routes are:

- Ashby Avenue
- Tunnel Road
- San Pablo Avenue

Due to budgetary constraints, City of Berkeley offices will be closed approximately one day every month (typically 2nd Fridays) for “Reduced Service Days”. When a holiday falls on that day, the previous day shall be a Reduced Service Day. Despite the City’s reduced level of service, the contractor shall plan to perform work during such days.

10. Obstructions

Attention is directed to the possible existence of abandoned underground utilities, manholes, monuments, or any other facilities that may exist within work limits. The Contractor shall exercise due caution in performing his work to not damage said facilities.

Attention is also directed to overhead and underground utilities in the construction area. The Contractor shall exercise due caution in performing his work to not damage said utilities.

The work specified shall be so conducted as to permit the utility companies to maintain their services without interruption.

Utilities and underground pipelines are to remain in place, be worked around, and be protected from damage or interruption of service. The Contractor shall bear all costs caused by delays or extra work associated with maintaining utilities and pipelines.

The Contractor shall determine the unknown location of main and service utilities in advance to avoid delaying the construction schedule. Advance potholing shall be included in the planning and execution of the work. The City will pay no additional compensation for the performance of this work. At the direction of the Engineer, it is the Contractor's responsibility to make corrections if conflicts arise among utilities. If a conflict arises, the Contractor shall inform the Engineer in advance before any correction is made.

Where various utilities are to be relocated or set to grade by the utility companies, the Contractor shall notify them well in advance so as not to impede this work. The contractor shall mark the locations of such utilities and maintain said markings for 30 days after final

paving.

11. Weight Certificates

As soon as the truck arrives at the site, the engineer on the job shall receive a duplicate certified ticket stating the weight of the material in the truck and the date and time of the weighing. All trucks used for hauling hot mix asphalt shall be weighed empty daily at such times as the Engineer directs.

12. Public Relations Requirements

Public Relations Policy. In the course of serving its citizens, it is the policy of the City of Berkeley to be responsive, helpful and courteous to its residents at all times. Any City employee or CITY CONTRACTOR that will contact residents in person or by telephone will adhere to this policy.

The Contractor is required to prepare a Public Relations Plan to implement the above policy. The Plan shall be submitted for approval before commencing the work under this contract. The Contractor shall certify that he understands and will adhere to the City's Public Relations Policy and that all Contractor employees will be briefed on proper relations with the public in accordance with the above policy statement.

Contractor employees without specific public relations responsibilities shall be informed of the name of the Contractor and the City's Public Relations Coordinators for referral purposes.

ANY CONTRACTOR EMPLOYEE WHO DOES NOT ADHERE TO THE ABOVE PUBLIC RELATIONS POLICY BY DISPLAYING RUDE, OFFENSIVE, AND UNCOOPERATIVE BEHAVIOR SHALL BE DISCHARGED IMMEDIATELY ON WRITTEN REQUEST OF THE ENGINEER PER SUBSECTION 801.4.

Public Relations Plan. The Public Relations Plan shall include but is not limited to the following:

- a. Name of the Contractor's Public Relations Coordinator and his/her experience with interfacing with the public.
- b. Plans for conducting public impact assessments prior to commencing the total project, each stage of the project, as necessary to execute the provisions of this contract without undue impact on the public.
- c. Techniques or plans for interfacing with the public and agencies at various stages of the project.
- d. Method of notifying and informing the public and agencies prior to construction stages, providing ample time to address their concerns.

- e. Plans for coordinating public relations matters with the City during the pre-construction conference, weekly meetings and during review of the construction schedule.
- f. Provisions for and frequency of briefing employees on the details of executing the Public Relations Plan.

POOR PERFORMANCE AND NON-ADHERENCE TO THE CITY'S PUBLIC RELATIONS POLICY ARE GROUNDS FOR BEING DECLARED A NON-RESPONSIVE CONTRACTOR THAT MAY RESULT IN THE CITY REJECTING BIDS ON FUTURE CONTRACTS.

The City will pay no additional compensation for implementing Public Relations Policy requirements. All such related effort is a mandatory requirement of the contract.

13. Lines and Grades

This section hereby revises section 501.7 of the General Provisions of these specifications.

Construction surveys and stakes to establish the lines and grades and to establish the replacement position for Survey Monuments will be the Contractor's responsibility, and the city will not provide them.

The Contractor will be responsible for setting lines and grades for the execution and completion of the work in accordance with the Plans and Specifications. The Contractor will be held responsible for all errors in staking discovered during the work, and no additional compensation shall be charged to the City for correction of such deficiency.

The contractor will set stakes or marks utilizing a qualified land surveyor in conformance with the requirements in Chapter 12, "Construction Surveys," of the California Department of Transportation's Surveys Manual.

In all other respects, Section 501.7 and the General Provisions of these specifications remain in full force and effect.

14. Protection and Preservation of Survey Monuments

The Contractor shall be responsible for preserving existing survey monuments, benchmarks, reference points, and stakes. The Contractor shall replace City Monuments and reference marks removed during the performance of the work. Whenever a City Monument is designated to be removed during the performance of the work, the Contractor shall replace the monument in accordance with Standard Plan 7940, 8090, 8091, or 8179, as applicable. The contractor shall provide monument casings (boxes and lids), and the City shall supply dome brass markers.

Monument replacement must be done in a neat, skillful manner. Pavement cuts shall be accurate, with vertical cuts to exact dimensions as shown on the Standard Plan. Each replacement monument shall be constructed such that the center of the dome brass marker is set within 0.04 feet of the referenced position. Monument boxes and lids shall be placed at the properly finished grade and as detailed by Standard Plan 7940, 8090, 8091, or 8179, as applicable. Existing monument lids shall be salvaged by the Contractor and delivered to the City Survey Staff or Project Inspector.

Monument referencing shall be done by a professional land surveyor licensed in the State of California and hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the city prior to the start of construction. **See Appendix E for a full list of Survey Monuments to be Referenced.** For each monument that has been removed, the referencing surveyor will establish the replacement monument location(s) after the final pavement is completed. The new dome brass marker shall not receive final punching prior to seven (7) days after completion of the monument construction.

Suppose any non-referenced monuments or monument reference points become in danger of being disturbed due to construction. In that case, the Contractor shall cease the threatening activity and notify the Project Manager and City Survey Staff immediately. Response to endangered monuments or reference points is a priority, and they shall be referenced in accordance with the City of Berkeley Monument Reference Guidelines (see Appendix). In no case may an unreferenced monument or monument reference point be damaged during construction.

Should any monument not designated for replacement be disturbed or sustain damage during construction, the Contractor shall bear the expense for rebuilding it and for the survey work that a Professional Land Surveyor licensed in the State of California hired by the contractor must perform in the process. In any instance where the City deems a damaged monument irreplaceable, whether designated or not designated for replacement, the Contractor shall be fined \$20,000 per monument.

Full compensation for the preservation and referencing of existing survey monuments shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

15. **Revocable Bid Items**

Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the City. The provisions in Section 401.2, "Alterations and Increased or Decreased Quantities," of the Standard Provisions shall not apply to such omission, and no compensation will be allowed the Contractor by reason of such omission.

16. **Construction on Hill Streets**

When streets or sidewalks to be rehabilitated are located in the hill areas, lightweight trucks, loads, or equipment, (e.g., 10 wheelers) shall be required in order to deter subgrade damage (pumping or distortion) and due to accessibility issues on narrow, winding roads.

17. Overage Permits

Contractor is hereby notified that permits must be obtained for transporting overheight, overwidth, and/or overweight loads within the limits of the City of Berkeley. These permits which may be obtained from the Engineering Counter of the City's Permit Service Center **are enforced** by the Berkeley Police Department. **Truck routes shall be approved by the City's Traffic Engineer prior to start of work. Truck traffic is not allowed on Marin Avenue within the City of Albany.**

18. Stormwater Pollution Control

The intent of these requirements is compliance with federal, state, City, and other local agencies' regulations that prohibit non-stormwater discharges from construction sites. Pollutants (any substance, material, or waste other than rainfall derived stormwater) discharged to storm drains is strictly prohibited. Further, the Contractor is informed that Federally Endangered species have been identified in creeks within the City limits. Point source, pollutants, stormwater, and other relevant information are 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.

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 prevent non-stormwater discharges from construction sites. BMPs shall be in conformance with the California Stormwater Quality Association's "Stormwater Best Management Practice Handbook," current edition.

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. 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. 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. 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. 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. 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. Training records shall be submitted to the City along with requests for progress payment. Where BMPs affect traffic or parking, they shall be shown on the traffic control plans for the construction site(s). 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.

In addition, the Contractor shall observe the following guidelines:

- Paving during wet weather:
 - a. No paving while it is raining.
 - b. No paving of the top lift of asphalt concrete (AC) on any day that experiences ¼" of rain in a twenty-four period
 - c. 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/her designee.
- Store materials as required under Section 6-1.01, "Control of Materials, General," of the Standard Specifications.
- Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc. in conformance with the provisions in Section 13-4.03E(7), "Paving, Sealing, Sawcutting, Grooving, and Grinding Activities," of the Standard Specifications.
- Place drip pans or absorbent materials under paving equipment when not in use.
- During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.
- Sweep site daily to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
- Keep ample supplies of drip pans or absorbent materials on-site.
- If paving involves Portland cement concrete, refer to Concrete Waste Management Section of the Standard Specifications.

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 BMPs:

- Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
- Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.
- Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:
 - Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
- 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.
- 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.
- Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.

Training. The Contractor is responsible for ensuring all personnel, laborers, sub-contractors, suppliers, and any other personnel that are involved with the construction site(s) are trained in the importance of preventing non-stormwater discharges. Each worker shall be 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, a review of the BMP and WPCP and all BMPs (including BMP operation and maintenance) that are planned for the construction site(s).

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 other agencies shall be cumulative.

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. City reserves the right to deduct monies from payments due Contractor to cover additional costs of project manager's and Architect/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor.

19. Creek Protection

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. Portions of the Work involving a creek channel may not be permitted starting October 15 through April 15, or other dates as may be stipulated in applicable permits. Any work between the creek banks shall be conducted to not create conditions, which will allow erosion, and shall be fully restored to equal or better than the erosion resistant condition as before the work undertaken. 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, and replanting creek banks to reestablish erosion resistance and bank stability.

20. Tree and Root Protection and Root Pruning

Care shall be taken when working near trees, public or private. For all phases of the work, the Contractor is responsible for protecting trees. The Contractor shall replace trees determined to be damaged as a result of contractor's operations.

In the event that root pruning would compromise the structural stability of the tree, the tree will be removed. Trees may also be removed based on their condition or location. Tree removal will be decided by the Urban Forestry Representative or Certified Arborist provided by the City.

For tree/root protection, root pruning, tree removal, and stump grinding as required, the Contractor shall adhere to the Technical Provisions set forth for the applicable bid item.

21. Conformance to Plans and Specifications

The Contractor's work shall conform to these specifications and project plans.

Upon notification of the Engineer, the Contractor shall correct any deficiencies within 72 hours. The City may request the 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.

22. Bond Riders for Additional Work during Construction

During construction, the City may request or authorize additional work as part of the contract. Prior to commencement of any Contract Change Order (CCO) or Contract Amendment (CA), the Contractor shall submit Surety Company Bond Riders for the new contract amount. The new contract amount is the Contractor's bid amount or authorized contract amount plus the CCO or CA. The Riders for any additional work shall be provided at no cost to the City. Typically, the maximum authorized contract amount requiring a Rider is the Contractor's bid amount plus 20%.

23. Retained Funds

Pursuant to Assembly Bill 2173 (AB 2173), the City shall retain five percent (5%) of such estimated value of work done as part security for the fulfillment of the Contract by the Contractor. Section 901.4.1 Retained Funds of the General Provisions of these specifications is hereby revised, decreasing the amount of retained funds from ten percent (10%) to five percent (5%). In all other respects, Section 901.4.1 and the General Provisions of these specifications remain in full force and effect.

24. Mobilization and Demobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

The Contractor shall insure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

Demobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the removal of personnel, equipment, supplies and incidentals from the project site and for all other work and operations which must be performed or costs incurred after completion of the various contract items on the project site.

25. Sequence of Work

Contractor shall complete all work in Package A before commencing any work in

Package B.

26. Existing Utilities

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer assumes no responsibility therefor. Whenever any such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify Underground Service Alert at 811 or (800) 227-2600 prior to excavation.

It shall be the Contractor’s responsibility to coordinate with the utility agencies for relocation or adjustment of utilities. Utilities to notify include:

PG&E	(800) 468-4743	Notify 5 working days in advance
AT&T	(925) 823-0774	Notify 2 weeks in advance
East Bay Municipal Utility District (EBMUD)	(510) 287-0600	Notify 2 weeks in advance and 48 hours.
Comcast	(925) 370-3721	Notify 2 weeks in advance

Contact EBMUD before working in the vicinity of all EBMUD facilities.

The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, to not disturb these facilities.

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Extreme care shall be exercised to avoid damage, and it will be the Contractor’s responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

Styrofoam shall be placed between new storm drain and existing utilities where vertical clearance between utility crossings is less than six (6) inches.

Attention is directed to the possible existence of underground facilities not indicated on the plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If the Contractor cannot locate an underground facility whose presence is indicated on the plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the Special Provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 401.3 and 901.2 of the General Provisions.

If the Contractor discovers underground main or trunk lines not indicated on the plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Sections 401.3 and 901.2 of the General Provisions. The Contractor shall, if directed by the Engineer, repair any damage that may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Sections 401.3 and 901.2 of the General Provisions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and specifications do not provide that the facility is to be rearranged, the Engineer shall provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Sections 401.3 and 901.2 of the General Provisions.

When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the street improvement, and that work will be paid for as extra work as provided in Sections 401.3 and 901.2 of the General Provisions.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the Special Provisions or were located in a position substantially different from that indicated on the plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays shall be

considered within the meaning of Section 8-1.07, "Delays," of the Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8 of the Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged, due to a strike or labor dispute, shall entitle the Contractor to an extension of time as provided in Section 8-1.07B, "Time Adjustments," of the Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

27. Special Provisions Compensation

Full compensation for complying with the Special Provisions shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

28. Termination of Contract for Convenience

- A. Owner 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 Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner 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 Owner'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:
 - a. 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,
 - b. offset by payments made and other contract credits. In connection with any such calculation, however, Owner 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 Contractor recover costs incurred after the date of the termination.

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PART C – TECHNICAL PROVISIONS

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BID ITEM NO. 1 - MOBILIZATION

The provisions of Section 9-1.16D, "Mobilization," of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

When the final contract price for which the Contractor has bonded for a project increases by over twenty-five percent (25%) of the original base bid price due to change orders and/or increases in the quantities of items incorporated into the project, the Contractor shall be entitled to payment for additional bonding costs that have been paid to the surety company due to this increase. Payment for this cost shall be made via change order and included on the final project billing statement with supporting documentation from the Contractor.

When the final contract price decreases by over twenty-five percent (25%) of the original base bid price due to change orders and/or a decrease in the quantities of items incorporated into the project, the City shall be entitled to a reimbursement of the decrease in bonding costs paid by the Contractor. The refund of these costs shall be made via change order and deducted from the final payment for the release of retention.

It is the responsibility of the Contractor to locate a staging area for office setup, construction laydown areas, or the like and is an appropriate area for mixing and storing materials and equipment. The staging area may be located inside or outside the Berkeley City Limits. Temporary utility controls shall be arranged solely by the Contractor. It is the Contractor's responsibility to inspect the site to determine its suitability for his operations to execute this contract. The contractor is required to obtain and show proof of all permits required by the State and/or local agencies for the use of the staging area.

The City is not responsible for providing said staging area. However, the City will assist the Contractor in identifying City property available for the staging area. If City property is used for staging area temporary chain link fencing with privacy screening will be required on-site and shall be provided by the Contractor.

It is the Contractor's responsibility to secure a staging area for contract work, and any associated costs are considered to be included in the various contract prices paid, with no additional compensation allowed therefor. However, if the Contractor only uses City property for a staging area, no additional costs associated with securing a staging area shall be covered by the City. The contractor is not required to obtain permits for the use of City property for the staging area.

The Contractor's proposed staging site(s) shall be approved by the Engineer. If Contractor utilizes the private property for a staging area, Contractor shall submit proof of an agreement for the use of said staging area with the private property owner(s) prior to mobilization.

The staging area(s) shall be maintained throughout the duration of the project such that it is not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks, and gutters shall be swept free of construction materials tracked onto them at the end of each day. Failure to do so will result in City forces cleaning the area at the Contractor's expense. The City of Berkeley labor rate to be used shall be \$150 per hour per person.

Sanitary restroom facilities shall be provided and maintained by the Contractor. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer prior to delivery of the restroom facility. If the Contractor and/or subcontractors are working at multiple sites simultaneously, then a restroom facility will be required at each site. Failure to provide sanitary restroom facilities is grounds for suspension of work. Contractor shall note that the count of working days will continue.

For job sites in the hills and/or those with narrow roadway access, only ten-wheel type dump trucks or "transfer" type trucks with trailers will be allowed for off-hauling material from the job site or hauling material to the job site, as directed by the Engineer. For job sites in the hills and/or those with narrow roadway access, ten-wheel trucks with extra axles, or "super-dumps," will not be allowed, as directed by the Engineer.

Measurement and Payment

The **Lump Sum** contract price paid for "**Mobilization**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for all the work involved in mobilization, including, but not limited to, furnishing all specified contract bonds and insurance certificates, public notification, furnishing and installing project identification signs and signposts, transporting equipment, establishing a storage area (revocable item), sanitary restroom facilities and all other work as specified in the Caltrans Standard Specifications and these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed therefor. Payment will be made as follows:

- a) When 5 percent (5%) of the original contract amount is earned, 50 percent (50%) of the amount bid for mobilization, or 5 percent (5%) of the original contract amount, whichever is lesser, may be paid.
- b) When 10 percent (10%) of the original contract amount is earned, 75 percent (75%) of the amount bid for mobilization or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, may be paid.
- c) When 20 percent (20%) of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is lesser, may be paid.
- d) When 50 percent (50%) of the original contract amount is earned, 100 percent (100%) of the amount bid for mobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, may be paid.
- e) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent (10%) of the original contract amount will be paid.

BID ITEM NO. 2 - CLEARING, GRUBBING, TREE PROTECTION, AND ROOT PRUNING

BID ITEM NO. 3 - TREE REMOVAL – 0 to 24” DIAMETER (REVOCABLE)

BID ITEM NO. 4 - TREE REMOVAL – 25” DIAMETER AND GREATER (REVOCABLE)

Clearing, Grubbing, Tree Protection, and Root Pruning shall consist of (but not limited to) removal and disposal of all objectionable material from the project site, including existing vegetable growth, deleterious materials in tree wells, tree roots, grass, weeds, brush, shrubs, asphalt concrete fill in driveways and planter areas, masonry, other unsuitable material, and obstructions interfering with the new construction.

The limits of the clearing, grubbing, tree protection, and root pruning shall be of sufficient area and depth to complete the work as suggested by City’s Urban Forestry Representative.

Clearing, grubbing, tree protection, and root pruning shall conform to Section 17-2, “Clearing and Grubbing,” of the Standard Specifications. Clearing, grubbing, tree protection, and root pruning shall include limb, trunk, and root protection and tree and root pruning.

Clearing, grubbing, tree protection, and root pruning must be performed in advance of any other grading or construction operations. The area to be cleared and grubbed must be within the building work construction area.

Prior to starting clearing and grubbing operations, the Contractor shall inform the Engineer of the intended limits of his/her clearing and grubbing operations and shall obtain the Engineer's approval on such proposed limits. The Contractor shall not clear and grub any area not essential to their construction obligations and protect from injury or damage resulting from his/her operations all vegetation, facilities, or improvements, which are to remain. All edges of existing paving to remain shall be sawcut in a neat, clean manner

Shrubs and hedges shall be designated for removal in the project plans or as directed by the Engineer. Existing landscaping and trees which are to remain in place must be protected from injury or damage. Existing trees must be protected with a temporary fence around the drip line, the edge of the tree well or planting strip, or adhere to the requirements set forth in the "Tree and Root Protection and Root Pruning" section. Unless otherwise specified, the Contractor shall protect trees at the Contractor's expense.

Unless otherwise specified, all materials as field marked and as directed by the Engineer to be removed shall be disposed of outside the project limits. The work area shall be left with a neat and finished appearance.

The Contractor shall not store or permit debris to accumulate on site. If the Contractor fails to remove excess debris promptly, the City reserves the right to cause removal at the Contractor's expense.

Residue from cutting operations shall not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation.

When hauling is done over highways or City streets, and when directed by the Engineer, the loads must be trimmed and all material removed from shelf areas of the vehicles.

Contractor is advised of the existence of overhead utility lines that may interfere with tree removal operations.

Clearing, grubbing, tree protection, and root pruning must be conducted to ensure minimum interference with sidewalks, or other occupied areas.

At the discretion of the Urban Forestry Representative, and under direction of the Engineer, the Contractor shall taper and reduce the width of the new sidewalk to accommodate existing trees in accordance with the detail included in Part G.

Bird Protection

The Contractor shall protect migratory and nongame birds, their occupied nests, and their eggs. The City anticipates nesting or attempting nesting from February 1 to September 30.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, 50 CFR 10, and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC § 1531 and § 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If an injured or dead bird is found, or migratory or nongame bird nests are discovered that may be adversely affected by construction activities, the Contractor shall immediately stop all work within a 100-ft radius of the discovery and notify the Engineer. The City will investigate the discovery and authorize when work can resume.

The City may require the Contractor to supply a qualified biologist or implement protection measures for a portion or remainder of the work. Such work will be considered extra work.

Tree and Root Protection and Root Pruning

The Contractor shall protect existing street, park, or median trees, and protected coast live oak trees where the drip line of the tree extends over the area where the improvements are being made. The Contractor shall protect trees with a temporary fence around the drip line

or the edge of the tree well or planting strip; or adhere to the requirements set forth in Section (II) – “Limb and Trunk Protection” below.

Should tree or root pruning be necessary to construct the improvements specified in these Special and Technical Provisions, and as directed by the Engineer, the Contractor shall inform the City’s Urban Forestry Representative of the schedule for when the roots will be exposed. The Contractor shall notify the Engineer and contact the City’s Urban Forestry Representative at least three (3) business days in advance of tree or root pruning to allow for inspection of the roots prior to any work. If the Contractor determines that the tree or root inspection is no longer necessary, they must inform the Engineer at least 24 hours before the scheduled inspection time. Failure to do so will result in the Contractor bearing responsibility for the inspection costs.

For each round of inspection, the contractor shall prepare for inspection a minimum of five (5) trees, where practical. The Urban Forestry Representative will inspect each site to approve the tree or root pruning, or work with the Engineer and Contractor to modify the work to accommodate the tree roots. In cases where the proposed root pruning may jeopardize the health or structure of the tree, the Urban Forestry Representative may not allow the root pruning or may require the tree be removed in accordance with the appropriate bid item.

I. Underground Service Alert (USA) of Northern/Central California and Nevada

- a) The Contractor shall contact the Urban Forestry Representative at 510-981-6660 at least three (3) business days in advance if it is expected that root pruning will be necessary to facilitate the repairs.
- b) The Contractor shall contact USA North 811 Call before You Dig in accordance with all applicable requirements.
- c) The Contractor shall ensure that the utility location marks are offset so that they are placed on a permanent surface that will not be removed. Offset marks locate the utility by showing the orientation of the utility and the distance from the marks to the utility.
- d) Contractor shall adhere to USA timeline requirements prior to proceeding with any subsurface work.

II. Limb and Trunk Protection

This section shall apply when trees are not surrounded by protective fencing. Trees situated in a tree well or sidewalk planting strip shall have the trunk protected by wrapping it with straw tubes/wattles, or vertical wood slats (ex. 2x4), up to a minimum of 8 feet from grade. Wooden slats shall be angled to protect the root flare at the base of the tree and bound securely on the outside. Closed cell foam or approved equivalent shall be used to protect the trunk of the tree where it contacts the slats. Lateral branches below 8 feet shall also be protected. Contractor shall keep deleterious materials from contacting any part of the trees, or being placed or stored in the tree well or planting strip.

III. Root Protection and Preparation for Root Pruning

Existing sidewalk shall be removed in a manner that prevents any machinery, such as a backhoe, Bobcat®, or mini-excavator, from traveling over the exposed root zone.

- a) Where roots must be pruned, the area shall be excavated down to the depth required for the improvements prior to the Urban Forestry Representative inspecting the site; and all rock, concrete or other loose material removed.
- b) Contractor shall contact the Engineer and Urban Forestry Representative to request an inspection of no fewer than five (5) trees at a time.
- c) Exposed roots shall be covered with soil, mulch, or wet burlap if they will be exposed for more than 72 hours without measurable precipitation.

IV. Root Pruning Requirements

- a) Root pruning that has been approved by the Urban Forestry Representative shall be performed using a stump/root cutting machine, saw, axe, or any other sharp blade tool; resulting in a flat surface with the adjacent bark firmly attached.
- b) No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one of the approved pruning tools.
- c) Roots 2 inches in diameter or greater shall be pruned by the Contractor in accordance with these provisions.
- d) Roots smaller than 2 inches in diameter shall be pruned by the Contractor in accordance with these provisions, with the exception of contacting the Urban Forestry Representative.

- e) Large roots may be shaved to a depth of no more than one-third of their thickness, or as approved by the City's Urban Forestry Representative.
- f) At no time shall contractor cut into the root flare as defined by the City Arborist.
- g) Tree damage resulting from failure to adhere to these requirements is subject to the provisions of Section VI – Damages.

The size of the tree well or planting strip will be assessed by the City Engineer or his/her designee to determine if it can be increased in size and still meet the minimum requirements. **All debris resulting from root pruning shall be removed by the Contractor.**

If root pruning would compromise the structural stability of the tree, the tree may be identified for removal the Urban Forestry Representative. Trees may also be removed based on their condition or location. Tree removal will be decided by the Urban Forestry Representative. Tree removal will be coordinated by the Urban Forestry Representative and scheduled in conjunction with the Contractor.

Tree Removal

Tree removal determinations are made in conjunction with root inspections. The contractor shall expose roots in accordance with Section (III) – “Root Protection and Preparation for Root Pruning,” and Section (IV) – “Root Pruning.” If upon inspection, a Certified Arborist identifies the tree for removal, this section shall apply.

Prior to any tree removal, there will be a mandatory Public Outreach Period as outlined below:

- 1) The City will post signage indicating the tree is planned for removal for a minimum of seven (7) days. Additionally:
 - a) If there is one tree identified for removal within one block, the City will notify the adjacent property owner
 - b) If there are multiple trees identified for removal within the same block, the City will notify all properties along the entire block
 - c) If the City receives more than 2 objections during the 7-day Public Outreach Period, the City will extend this period an additional 14 days in order to hold a community meeting.

- 2) At the conclusion of the Public Outreach Period, the City will inform the Contractor of its final determination with respect to the tree removal. Trees damaged or removed prior to receiving a final determination by the City is subject to the provisions of the section titled “Damages” below.
- 3) No additional compensation or time adjustment will be provided to the Contractor for the maintenance or protection of the site during this Public Outreach period.

Tree identified for removal shall be removed in its entirety along with the stump and roots greater than 1-inch in diameter to a minimum of fifteen (15) inches below grade. Grade is defined as the elevation of surrounding soil that has not been displaced by the tree or its roots. The resultant void shall be backfilled with clean material free of organics and deleterious material, and compacted to 95% relative compaction.

Stump Grinding

Where existing tree stumps are identified for removal, contractor shall grind the stump and roots greater than 1-inch in diameter to a minimum depth of fifteen (15) inches below grade. Grade is defined as the elevation of surrounding soil that has not been displaced by the stump or its roots. The resultant void shall be backfilled with clean material free of organics and deleterious material, and compacted to 95% relative compaction.

Damages

The Contractor shall make every effort to avoid damaging any City-owned property, including roots, trunk, and canopy of City maintained trees. If damages to trees are found to be as part of contractor negligence, the Contractor shall be responsible for damages as follows:

- a) The contractor shall provide full reparation to include: removal of irreparable tree and replacement with approved species. The Contractor shall remove and replace the approved tree under the supervision of the City’s Urban Forestry Representative, and/or,
- b) The contractor shall reimburse City for City expenses incurred in the related reparation work, consisting of but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.
- c) Damages will be graded 1 (minor) through 5 (replacement), as determined by the City, with monetary values noted below.

Grade	Description	Value of Damages
1	Minor Damage	\$500
2	Avoidable Damage to a Major Limb or Root	\$750
3	Moderate Damage	\$1,000
4	Severe Damage, but Recovery Expected	\$1,500
5	Replacement	\$5,000

In lieu of direct payment from the contractor, the City reserves the right to deduct the cost as determined herein from monies due or to become due the contractor.

Measurement and Payment

The **Lump Sum** contract price paid for “**Clearing, Grubbing, Tree Protection, and Root Pruning**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in clearing, grubbing, tree protection, and root pruning, including, but not limited to, removal and disposal of plantings, implementing tree protection measures, and limb pruning as shown on the plans and all other work as specified in the Caltrans Standard Specifications and these Technical Provisions and as directed by the Engineer.

The **Each** contract price paid for “**Tree Removal – 0 to 24” Diameter (Revocable)**”, “**Tree Removal – 25” Diameter and Greater (Revocable)**”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in tree removal complete in place, including but not limited to, root and stump removal, offhaul and disposal including all debris resulting from removal, associated regrading of the subgrade, import material, backfill, grading and compaction, as specified in the Standard Specifications and these Technical Provisions and as directed by the Engineer. Diameter shall determine which bid item applies to tree removal, and shall be measured to the nearest whole inch at a point on the tree approximately 4.5 ft above existing grade.

BID ITEM NO. 5 - STORM WATER POLLUTION CONTROLS

This work includes the project area and stormwater pollution controls in the project area, in accordance with Section 13, "Water Pollution Control," of the State Standard Specifications.

Temporary storm drain inlet protection shall be constructed, installed, maintained, and removed at all drainage inlets within the boundaries of the project. The Contractor shall use sediment filter bags to protect the drainage inlet. Throughout the duration of the contract, the Contractor shall maintain and protect to meet the changing conditions around the drainage inlet.

Sediment filter bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment filter bag in place. Sediment Filter Bags shall be installed at all storm drain inlets within or adjacent to the project limits. Sediment Filter Bags shall be obtained from a commercial manufacturer, as approved by the Engineer.

When the temporary drainage inlet protection is no longer required the protection materials shall be removed immediately and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Temporary drainage inlet protection shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Temporary drainage inlet protection shall be repaired or replaced immediately if damage occurs.

Sediment deposits, trash, and debris shall be removed from temporary drainage inlet protection as needed or when directed by the Engineer. Removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. All Sediment Filter Bags shall be removed at the conclusion of the project.

Cleanup, repair, removal, disposal, or replacement due to improper installation or as a result of the Contractor's negligence shall not be considered as included in the cost of performing maintenance.

Measurement and Payment

The **Lump Sum** contract price paid for “**Storm Water Pollution Controls**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing a Water Pollution Control Plan, installing temporary drainage inlet protection in the project area, complete in place, including but not limited to maintenance, replacement, and removal of materials, cleanup and disposal of retained sediment and debris, and removal of all Sediment Filter Bags at the conclusion of the project, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Payment for Stormwater Pollution controls will be made as follows:

- a) Fifty percent (50%) of the total amount bid for Stormwater Pollution Controls will be paid with the first progress payment after at least five percent (5%) of the original Contract Amount for other items of work has been performed.
- b) When at least ten percent (10%) of the original Contract Amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Stormwater Pollution Controls paid to seventy-five percent (75%) of the total amount bid for Stormwater Pollution Controls.
- c) When at least twenty percent (20%) of the original Contract Amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Stormwater Pollution Controls paid to ninety percent (90%) of the total amount bid for Stormwater Pollution Controls.
- d) Upon substantial completion, one-hundred percent (100%) of the remaining contract price paid for Stormwater Pollution Controls will be included in the estimate for payment.

BID ITEM NO. 6 - TRAFFIC CONTROL

Traffic control during construction shall be the responsibility of the Contractor. All traffic control devices shall be in accordance with the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (California MUTCD) 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>

The Contractor shall submit to the City Traffic Engineer project specific traffic control plans prior to implementing traffic control measures for sidewalk construction. The City of Berkeley reserves the right to modify any portion of the submitted and approved traffic control plans.

In general, the following guidelines for traffic control plans shall be followed:

- Detailed traffic control plans shall be prepared professionally in accordance with the latest edition of the 2014 California Manual of Uniform Traffic Control Device (CA-MUTCD) and must be formatted similarly to the example provided in Appendix B of these specifications.
 - Specify if the work will be scheduled one block at a time or several blocks at a time.
 - Specify if side streets will remain open or if the work will affect the intersections.
 - Specify how the traffic will be handled with flaggers, if required.
- The traffic control plan shall identify a traffic coordinator responsible for responding to complaints related to traffic, parking, and driveway access.
- Submit a complete set of Traffic Control Plans for approval at least one (1) month prior to the start of construction.
- “No Parking Signs” must be posted no later than a minimum 72 hours in advance for restricted parking.
- Berkeley Dispatch shall be notified by the contractor by calling (510) 981-5900 prior to implementation of this plan by 8:15 a.m. daily of work locations.
- The lane closure is not permitted on major/collector/arterial roadways during the peak morning period (7:00-9:00 AM) and evening peak period (4:00-6:00 PM).

All holes, trenches, etc., in project area, shall be covered with 1-inch steel plates, shimmed with temporary asphalt on edges, by 3 p.m. or at the end of each workday. As an option to the Contractor, the holes, trenches, etc., can be backfilled and all areas within pavement areas have temporary asphalt toppings. The temporary asphalt shall be regularly maintained. All areas shall be completely restored within ten (10) working days after the work has been completed at that location. All open excavations which are not actively involved in construction activity shall be adequately barricaded against entry by pedestrians or animals.

At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via permanent reflective painting or other interim

materials subject to the approval of the Engineer. Temporary delineation shall be of the same color and type, including nighttime reflectivity.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. No longitudinal joint shall be left during non-working hours.

Where existing road signs conflict with the proposed work, the Contractor shall relocate such signs to temporary or permanent locations as directed by the Engineer.

If it becomes necessary, in the opinion of the City Engineer, to properly move traffic through the construction area, flagmen shall be present to slow down and reroute traffic, in which case flagmen shall be on duty the entire period the roadway is constructed. Where flagmen are not visible to each other, additional flagmen shall be added as required by the Engineer or the Contractor shall use radios.

Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.

In addition to the preceding traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the Engineer, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the City of Berkeley Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

The Contractor shall be responsible for posting "No Parking" signs a minimum of seventy-two (72) hours in advance of sawcutting, demolition, tree work, concrete work, and resurfacing operations, to comply with the City's construction notification requirement of seventy-two (72) hours. Cones shall not be used as barricades. "No Parking" signs may be obtained from the City at no cost to the Contractor. "No Parking" signs must be posted

every twenty (20) feet. If a parking meter is present, "No Parking" signs must be affixed to the meter itself. 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 regularly 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 submitted to and approved by the Engineer prior to starting work. Police, Fire and Public Works Department/Zero Waste shall be notified at least two 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 Engineer. The Contractor shall coordinate his traffic control/diversion plan with City personnel, a minimum of three (3) weeks prior to starting work, to assure that traffic is diverted in a safe and convenient manner.

Truck routes shall be approved by the City's Traffic Engineer prior to the start of work.

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 twelve (12) feet wide, shall remain open for use by public traffic during construction operations unless noted otherwise in the contract traffic control plans. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic. No work that interferes with public traffic shall be performed between 5:00 p.m. and 8:00 a.m.

Start of work shall be no earlier than 7:30 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. If the Contractor violates 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.

No lane closures shall be permitted on the following streets Monday through Friday between 7:00-9:00 AM, 4:00-6:00 PM and Saturdays between 10:00 AM – 2:00 PM, unless approved in advance by the Traffic Engineer if it can be explained why such closure cannot be reasonably avoided. On days when University of California football games are scheduled, all construction-related lane closures along these corridors must be re-opened at least 4 hours before the start of the game.

Major Streets:

- University Avenue
- San Pablo Avenue
- Shattuck Avenue
- Sacramento Street
- Martin Luther King Jr. Way
- Ashby Avenue
- College Avenue
- Gilman Street
- Adeline Street

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 Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer provides written approval.

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.

The Contractor, at the end of each day, shall provide 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.

Access and Egress

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. 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.

If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance.

Contractor shall maintain a clear and accessible pedestrian corridor through the work site at all times.

Where a business property has more than two vehicular paths of access, one path, ten (10) feet in width, shall remain open during all business hours, unless exempted by the Engineer.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (California MUTCD), these Technical Provisions, and as directed by the Engineer.

Maintaining traffic control devices for the duration of the root pruning, tree removal, and stump grinding process as described in the Technical Provisions for tree-related Bid Item Nos. 2 through 4 is included as contract work and no additional compensation will be allowed therefor.

Measurement and Payment

The **Lump Sum** contract price paid for “**Traffic Control**” shall include full compensation for furnishing all labor (including preparation of the Traffic Control Plan and flaggers when necessary), materials (including barricades, door hangers and temporary traffic delineation), including placing, maintaining, removing and disposing of signage, tools, equipment, and incidentals and for doing all the work, complete in place, including all work necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The Contractor will be paid on pro-rata basis for the work done per month and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed to provide traffic control as specified herein, and as required to complete the work.

BID ITEM NO. 7 - CURB RAMP CASE A

BID ITEM NO. 8 - CURB RAMP CASE B

BID ITEM NO. 9 - CURB RAMP CASE C

BID ITEM NO. 10 - CURB RAMP CASE F

BID ITEM NO. 11 - CURB RAMP CASE G

BID ITEM NO. 12 - CURB RAMP CASE CH

BID ITEM NO. 13 - CURB RAMP CASE CM

BID ITEM NO. 14 - CURB RAMP ISLAND PASSAGEWAY

BID ITEM NO. 15 - REMOVE AND REPLACE PCC SIDEWALK

BID ITEM NO. 16 - REMOVE AND REPLACE PCC DRIVEWAY (RESIDENTIAL)

BID ITEM NO. 17 - REMOVE AND REPLACE PCC DRIVEWAY (COMMERCIAL)

BID ITEM NO. 18 - REMOVE AND REPLACE PCC CURB & GUTTER (2' GUTTER)

BID ITEM NO. 19 - REMOVE AND REPLACE PCC VALLEY GUTTER

BID ITEM NO. 20 - REMOVE PCC SURFACE AND PLACE TOPSOIL

General

The work performed in connection with various existing highway facilities shall conform to the provisions in Sections 5-1.36, "Property and Facility Preservation", 7-1.05, "Indemnification," 7-1.06, "Insurance," 14-10, "Solid Waste Disposal and Recycling," and 15, "Existing Facilities," of the Standard Specifications, as well as these Technical Provisions. Nothing in these Technical Provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

Existing and new concrete facilities including curbs, curb and gutters, curb ramps, sidewalks, and commercial and private driveways shall be removed and replaced or constructed at the locations indicated on the plans or in the specifications or as directed by the Engineer.

Existing concrete areas that are designated to be replaced with pervious area, shall be removed and replaced with import topsoil.

The construction of these items shall conform to the requirements of City of Berkeley Standard Details and Specifications except as modified in these Technical Provisions or as shown on the plans.

Materials

All section references are to the 2018 Caltrans Standard Specifications.

Portland cement concrete (PCC) for concrete pavement must comply with section 90-1. Minor Concrete for curbs, curb and gutter, sidewalks, and commercial and private driveways must comply with Section 90-2 Minor Concrete of the Standard Specifications.

PCC shall be Type II.

Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

General Concrete Facilities including curb, gutter, sidewalk, access ramps, residential driveways, raised and/or stamped median, etc. shall meet the following requirements:

Compressive Strength:	2500 psi @ 28 days
Maximum Slump:	4 inches

Heavy Vehicular Facilities including valley gutters, spandrels, swales, commercial driveways, mountable medians, and alley entrances shall meet the following requirements:

Compressive Strength:	4000 psi @ 28 days
Maximum Slump:	4 inches

The Contractor shall be responsible for all costs associated with the required mix design.

Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

Detectable Warning Surface

Detectable warning surface shall be in the form of tiles manufactured from a fiberglass reinforced ultraviolet stabilized polymer composite. The tiles shall be replaceable with removable nylon anchors attached with tamper proof stainless steel fasteners.

Detectable warning surface tiles shall conform to the requirement established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.2" in height, 0.9" base diameter, and 0.45" top diameter, and spaced 2.35" center-to-center as measured side by side. The field area shall consist of a high density, pyramid micro textured of raised points 0.05" high. Anchors shall have a minimum spacing of 12-inches.

Detectable warning surface tiles color shall be homogeneous throughout the tile. Color shall be:

Yellow (Federal Standard 595B, Color No. 33538)

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two tiles to conform to the dimensions as shown on the plans, and as directed by the Engineer. If multiple detectable warning surface tiles are used, joint shall be joined in the curb ramp or as approved by the Engineer.

Detectable warning surface tiles shall conform to the following ASTM specifications:

ASTM D 695 Compressive Strength Not less than 25,000 psi

ASTM D 790 Flexural Strength Not less than 30,000

ASTM D 570 Water Absorption 0.05%

ASTM C 1028 Slip Resistance 0.8 wet/dry

ASTM E Flame Spread Index ≤ 25

ASTM B 117 Salt Spray No Change (300 hours)

ASTM 1308 Chemical Stain No Effect

ASTM C 501 Abrasion Resistance $L_w > 500$

ASTM G 155 Accelerated Weathering $\Delta E < 5$ (2,000 hours)

ASTM D 638 Tensile Strength 12,500 psi

AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation

ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling

ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss or Delamination

ASTM D 696-03 Linear Thermal Expansion 9.45×10^{-7} per degree Fahrenheit

Detectable warning surface tiles shall be suitably packed or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile shall be identified by part number. Protective plastic wrapping shall be removed within 24-hours after tiles are installed.

Detectable warning surface installation shall comply with the manufacture's recommendations. Installation of surface applied detectable warning surface shall not be allowed.

Detectable warning surface tiles shall be warranted in writing for a period of five (5) years from date of final completion. The guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

The Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacturer that must be provided prior to construction.

Topsoil

The Contractor shall submit to the City Engineer at least fourteen (14) calendar days prior to installation samples of materials for approval. For standard products, also submit the supplier's certified analysis. For other materials, submit an analysis by a recognized laboratory made in accordance with the current methods established by the Association of Official Agricultural Chemists.

The Contractor shall submit to the City Engineer written certification stating quantity, type, composition, weight and origin of all materials delivered to the site for topsoil import work.

The Contractor shall, upon demand, produce records to verify the ordering and delivery of specified quantities and types of material for this job.

Imported topsoil must consist of fertile, friable soil of loamy character that contains organic matter in amounts natural to the region and be capable of sustaining healthy plant life. Imported topsoil must be free from deleterious substances such as litter, refuse, toxic waste, stones larger than 1 inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, noxious weed seed, weeds, and other substances detrimental to plant, animal, and human health.

Construction

All work shall conform to the provisions of Section 90 of the Standard Specifications. All curb ramps shall comply with Title 24 as well as current Caltrans and California Building Code (CBC) requirements.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet slope requirements as required by the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

The Contractor shall water test all repaired curbs and gutters, valley gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

No horizontal or vertical control will be provided for the forming and placing of new concrete facilities, unless shown otherwise on the plans. It is the responsibility of the Contractor to ensure that new concrete facilities are constructed in accordance with the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

Contractor may be asked to remove additional existing concrete in order to conform correctly to meet standard conforming slope requirements after the initial demolition.

Protection of Existing Facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

City-owned electrical facilities may be shallow in the sidewalk, curb ramp, curb, and driveway areas. The Contractor shall protect such facilities during construction. Damage to such facilities and required repairs to return functionality shall be at the Contractor's expense.

Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

For concrete work in heavy vehicular traffic areas (such as for mountable medians and curbs) subgrade shall be compacted to 95% relative compaction at zero to three percent over optimum.

Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet the slopes requirements in accordance with the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

Placing and Finishing

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

Concrete shall contain 1-1/2 pounds of lampblack per cubic yard. Rose colored concrete shall contain six (6) pounds of Davis #160 (rose) per cubic yard.

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent hot mix asphalt.

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by 18 inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

All pavement removed to facilitate the placement of concrete formwork shall be replaced with HMA to match the existing pavement section, or 5 inches minimum. The width of the conforms shall be 24 inches minimum. At the Contractors option, cement sand slurry can be used so long as the final RHMA surface course is placed on a HMA base course with a thickness of 2 inches minimum.

Curb Ramps

Curb ramps shall be constructed in general conformance with Caltrans 2018 Standard Details A88A or A88B. Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new ramp, and installation of detectable warning surface (truncated domes).

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made

early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Limits of removal and replacement work shall be determined by the Engineer at each curb ramp location. It is the responsibility of the Contractor to ensure that slopes and dimensions are constructed in accordance with the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

Pedestrian and Bicyclist Safety

The Contractor shall provide a safe path of travel for pedestrians when replacing curb ramps, sidewalks, or driveways. Curb ramps shall be replaced within a maximum of three (3) days from the demolition of the existing improvements.

At intersections, only two (2) curb ramps at a time shall be removed and replaced. These two (2) curb ramps shall be the ones located diagonally from each other. Curb ramps on one street across from each other shall be removed and replaced at different times to allow for a safe path of travel for pedestrians. The sequencing of removal and replacement of curb ramps shall be addressed in the traffic control plans.

Topsoil Placement

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with imported topsoil.

- a. Soil Moisture Content: Do not work soil when moisture content is so great that excessive compaction will occur, or when the soil is so dry that clods will not break readily or dust will form in the air. Apply water as required to prevent the formation of an airborne dust nuisance and to provide ideal soil moisture content for tilling.
- b. Subgrade Scarification: All planting areas are to receive 2" of topsoil and are to be scarified and blended to a minimum depth of 6 inches (150 mm) prior to placement of the remaining section of topsoil. Any rocks over 2 inch (50 mm) in any dimension, gravel, and miscellaneous debris shall be removed. Any areas which, subsequent to initial scarification become recompacted as a result of having been subjected to vehicular traffic shall be re-ripped.

- c. Topsoil Layer: All areas to be planted shall finish with topsoil placed to eighty percent (80%) maximum relative compaction, as determined by Test Method No. California 216.
- d. Fine Grading: All planting areas receiving planting soil shall be raked and graded to achieve a smoothly graded surface and finished with a crowned surface sloped 5% to allow positive drainage.

Measurement and Payment

The contract unit price paid per **Each** for “**Curb Ramp Case A**”, “**Curb Ramp Case B**”, “**Curb Ramp Case C**”, “**Curb Ramp Case F**”, “**Curb Ramp Case G**”, “**Curb Ramp Case CH**”, “**Curb Ramp Case CM**” and “**Curb Ramp Island Passageway**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing curb ramp, complete in place, including but not limited to, field layout, excavation, formwork, adjusting forms for grades, concrete and aggregate base for retaining curbs, cast-in-place detectable warning surfaces, and adjusting utility features and boxes (e.g. water meter box, street light and other electrical box, etc.), relocating roadside signs and posts outside curb ramp limits, finishing and curing, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Full compensation for concrete installed within a curb ramp shall be measured and paid for as “**Remove and Replace PCC Sidewalk**” and no additional compensation will be allowed therefor.

Full compensation for removal of impervious area and placement of topsoil material will be measured and paid for as “**Remove Existing PCC Surface and Place Topsoil**” and no additional compensation will be allowed therefor.

Full compensation for concrete curb and/or gutter installed adjacent to curb ramps and roadway will be measured and paid for as “**Remove and Replace PCC Curb & Gutter (2' Gutter)**” and no additional compensation will be allowed therefor.

Full compensation for curb ramp retaining curbs and detectable warning surfaces shall be included in the contract unit price paid for curb ramp of the various types and no additional compensation will be allowed therefor.

Full compensation for protecting-in-place and adjusting to finished grade all utility boxes (public and private), coordination with utility agencies, and replacement of damaged public utility boxes, shall be considered as included in the contract prices paid for the various Remove & Replace PCC bid items of work, and no additional compensation will be allowed therefore

The contract price paid per **Square Foot** for **“Remove and Replace PCC Sidewalk”**, **“Remove and Replace PCC Driveway (Residential)”** and **“Remove and Replace PCC Driveway (Commercial)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and placing concrete sidewalk, complete in place including sawcutting, demolition, removal and disposal of asphalt concrete, sidewalk, curb ramp and driveway; excavation; subgrade preparation; aggregate base; compaction; dowelling; rebar; wire mesh; score marks; weakened plane joints; expansion joints; reconnecting curb drains; resetting utility frames and covers to finish grade; furnishing and applying curing compound; HMA conforms; irrigation repairs; salvaging and resetting brick pavers within landscape strip; site restoration; and clean-up, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The contract price paid per **Linear Foot** for **“Remove and Replace PCC Curb & Gutter (2’ Gutter)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and placing concrete, complete in place including sawcutting, demolition, removal and disposal of curb & gutter, asphalt concrete, aggregate base, and native material; curb and gutter bulb out at tree; excavation; utility locating; subgrade preparation; backfill; sand slurry and/or aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; reconnecting curb drains; furnishing and applying curing compound; HMA conforms; irrigation repairs; salvaging and resetting brick pavers within landscape strip; site restoration; and clean-up, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The contract price paid per **Square Foot** for **“Remove and Replace PCC Valley Gutter”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and

placing concrete, complete in place including sawcutting, demolition, removal and disposal of valley gutter, asphalt concrete, aggregate base, and native material; curb and gutter bulb out at tree; excavation; utility locating; subgrade preparation; backfill; sand slurry and/or aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; reconnecting curb drains; furnishing and applying curing compound; HMA conforms; irrigation repairs; salvaging and resetting brick pavers within landscape strip; site restoration; and clean-up, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The contract price paid per **Square Foot** for “**Remove PCC Surface and Place Topsoil**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and placing imported topsoil, complete in place including sawcutting, demolition, removal and disposal of sidewalk, subgrade preparation, topsoil compaction and grading, resetting utility frames and covers to finish grades, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 21 - REMOVE CROSS DRAIN PIPE UNDER SIDEWALK/CURB RAMP

BID ITEM NO. 22 - INSTALL CROSS DRAIN PIPE UNDER SIDEWALK/CURB RAMP

BID ITEM NO. 23 - INSTALL CITY-FURNISHED CROSS DRAIN PIPE UNDER SIDEWALK/CURB RAMP

BID ITEM NO. 24 - REMOVE CROSS DRAIN PIPE UNDER STREET

BID ITEM NO. 25 - INSTALL CROSS DRAIN PIPE UNDER STREET

BID ITEM NO. 26 - INSTALL CITY-FURNISHED CROSS DRAIN PIPE UNDER STREET

BID ITEM NO. 27 - REMOVE SIDEWALK CROSS DRAIN CHECKER PLATE

BID ITEM NO. 28 - INSTALL SIDEWALK CROSS DRAIN CHECKER PLATE

BID ITEM NO. 29 - REMOVE AND REPLACE JUNCTION BOX IN STREET

This work shall consist of removing and/or installing new cross drain inlets all with necessary fittings and connections to existing storm drain features, protection of existing storm drain related facilities to remain in place, and modifications to existing storm drain features as shown on the Plans or as directed by the City and as specified in these Technical Provisions and the City of Berkeley Standard Details and Detail Specifications.

Cross drains located at curb returns shall be removed and/or replaced if the curb ramp is to be reconstructed. Contractor shall consider possible long lead time for hollow structural section (HSS) pipes and checkered steel plate non-skid surface when scheduling ramp replacement work.

Where cross drain replacement is required at locations of curb ramp construction, the layout, profile, and alignment of both the curb ramp and cross drain shall be conducted concurrently so that ADA requirements are met, stormwater drainage patterns maintain a positive flow in the gutter and cross drain flowlines, and sumps are avoided in the gutter flowline.

Trenching

Trench excavation, backfill, and shaped bedding shall conform to the provisions in the Standard Details and Detail Specifications of the City of Berkeley.

The pipe shall be laid in a trench excavated to the lines and grades as shown on the Plans or as directed by the Engineer. The bottom of the trench shall be graded and prepared to provide a firm and uniform bearing throughout the entire length of the pipe or culvert. Backfill shall be placed as described in Standard Details and Detail Specifications of the City of Berkeley.

Existing Utilities

The Contractor shall locate existing utilities before any excavation to ensure that the proposed cross drain layout can be constructed. Minor adjustments of drain inlet locations are allowed but need to be brought to the City's attention in the form of a red-lined plan sheet. Water, sewer, or gas utility lines may be relocated after obtaining approval from the City or utility owner.

Cross Drain Pipe

Cross drain underlying curb ramps or sidewalk shall be galvanized 14"x4"x5/16" hollow structural section (HSS). Cross drain connection to junction boxes located in the street or cross drains crossing the street shall be galvanized 14"x6"x1/2" hollow structural section (HSS). HSS culverts for cross drains at curb ramps or drains across streets, or required elsewhere on the project, shall be ordered within seven (7) days of issuance of Notice to

Proceed with proof of order/purchase. Cross drain repair at curb ramps shall include replacement of checkered steel plate at curb inlet and outlets. Proof of order/purchase shall be submitted to the Engineer.

If the required cross drain pipe run is between 20 feet and 30 feet, a 30-foot pipe shall be used and cut the required length. The Contractor shall not be allowed to use two separate pipes to make up a pipe run that is between 20 to 30 feet.

Inlet and outlet structure and checkered steel plate non-skid surface for cross drain at curb ramps shall conform to City of Berkeley Standard Detail Plan 3317 and the plans. Existing metal castings from cross drain inlet and outlet structures that are to be removed shall be salvaged and delivered to City Corporation Yard, as directed by the Engineer.

HSS culvert joints and junctions shall be welded and fitted with aluminum joint tape and high strength concrete. HSS culvert joint shall be free of loose material and fixed for a clean, tight seal. Joint tape shall be 555 FlexFix UL Listed Tape, or approved equivalent, and high strength concrete shall be Quikrete 5000 Concrete Mix or approved equivalent.

Backfill cross drains trench with Class 2 AB, concrete, and HMA Type A, as indicated on the Plans.

City-Furnished Cross Drain Pipe

The City and Contractor shall prioritize the use of City-furnished materials when available. The Contractor shall consult with the Engineer at the start of the project and periodically throughout to determine the availability of City-furnished pipe.

When City-furnished pipe is available, the Contractor shall be responsible for picking up the pipe from the designated City facility (at 2nd Street under the University Overpass) and transporting it to the job site. The Contractor shall coordinate with the Engineer at least 5 working days in advance to arrange for pipe pickup. Upon receipt, the Contractor shall inspect the City-furnished pipe for any defects or damage and immediately report any issues to the Engineer.

The installation of City-furnished cross drain pipe shall follow the same procedures and requirements as outlined for Contractor-furnished pipe. The Contractor shall be responsible for proper handling, storage, and installation of the City-furnished pipe.

If City-furnished pipe is not available, the Contractor shall provide the pipe as specified in these Technical provisions. The Contractor shall obtain written approval from the Engineer before procuring any pipe materials.

The Contractor shall maintain clear communication with the Engineer regarding the use of City-furnished materials throughout the duration of the project to ensure efficient use of available resources.

Junction Boxes

Junction boxes and curb inlets shall be according to the requirements set forth in section Drainage Structures in the City of Berkeley Detail Specifications No. 21. Junction boxes shall be constructed and adjusted according to the details shown on the plans.

Measurement and Payment

The contract unit price paid per **Linear Foot** for “**Remove Cross Drain Pipe under Sidewalk/Curb Ramp**”, “**Install Cross Drain Pipe under Sidewalk/Curb Ramp**”, “**Remove Cross Drain Pipe under Street**” and “**Install Cross Drain Pipe under Street**”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and/or replacing cross drain pipe, complete in place, including but not limited to sawcutting, demolition, excavation, shoring, pipe removal, furnishing and placing new pipes, connecting pipes to existing and/or new pipes and facilities, pipe bedding and backfill, compaction, trench restoration and paving, as shown on the Plans, and as specified in these Technical Provisions, and as directed by the Engineer.

The contract unit price paid per **Linear Foot** for "**Install City-Furnished Cross Drain Pipe under Sidewalk/Curb Ramp**" shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in installing City-furnished cross drain pipe, complete in place, including but not limited to coordinating with the City, picking up the City-furnished pipe, transporting it to the job site, on-site storage and protection of the pipe prior to installation, sawcutting, demolition, excavation, installing City-furnished pipes, connecting pipes to existing

and/or new pipes and facilities, pipe bedding and backfill, compaction, as shown on the Plans, and as specified in these Technical Provisions, and as directed by the Engineer.

The contract unit price paid per **Linear Foot** for "**Install City-Furnished Cross Drain Pipe under Street**" shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in installing City-furnished cross drain pipe, complete in place, including but not limited to coordinating with the City, picking up the City-furnished pipe, transporting it to the job site, on-site storage and protection of the pipe prior to installation, sawcutting, demolition, excavation, shoring, installing City-furnished pipes, connecting pipes to existing and/or new pipes and facilities, pipe bedding and backfill, compaction, trench restoration and paving, as shown on the Plans, and as specified in these Technical Provisions, and as directed by the Engineer.

The contract unit price paid per **Each** for "**Remove Sidewalk Cross Drain Checker Plate**", "**Install Sidewalk Cross Drain Checker Plate**" and "**Remove & Replace Junction Box in Street**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and replacing junction boxes and cross drain inlet/outlet checker plates, complete in place, including but not limited to box removal and disposal, trench excavation, bedding and backfill, furnishing and installing new inlets, frames and covers, connecting existing and new cross drain pipes, adjusting new junction boxes to finished grade, as shown on the Plans, and as specified in these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 30 - RECONSTRUCT CATCH BASIN TOP

This work shall consist of reconstructing existing catch basin tops to a different elevation as shown on the plans or as directed by the Engineer. The work includes removal and disposal of the existing catch basin top, furnishing and installing a new catch basin top, grate, and frame in accordance with City Standard Plan No. 6166 and these Technical Provisions.

Materials

Concrete: Concrete for the catch basin top shall be Minor Concrete conforming to Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications. The concrete shall have a minimum 28-day compressive strength of 3,000 psi, unless otherwise specified by the City Engineer.

Reinforcing Steel: Reinforcing steel shall conform to Section 52, "Reinforcement," of the Caltrans Standard Specifications and ASTM A615/A615M, Grade 40, Deformed.

Grate and Frame: The new grate and frame shall be structural grade steel and be galvanized after fabrication per ASTM A123, and shall conform to City of Berkeley Standard Plan No. 6166.

All materials shall conform to City of Berkeley Standard Plan No. 6166 and any additional requirements specified by the City Engineer.

Construction

The Contractor shall carefully remove the existing catch basin top to the nearest construction joint or as directed by the Engineer. Care shall be taken not to damage the remaining structure.

The exposed surface of the existing structure shall be thoroughly cleaned and prepared to receive new concrete.

Forms shall be set to the lines and grades shown on the plans or as directed by the Engineer to ensure proper drainage.

Reinforcing steel shall be placed as shown on City Standard Plan No. 6166.

New concrete shall be placed and finished to match adjacent surfaces.

The new grate and frame shall be set to the final grade and securely anchored.

The grate shall be seated properly and shall not rock or rattle under traffic.

The finished surface shall drain properly with no ponding around the catch basin.

Measurement and Payment

The contract unit price paid EACH for "**Reconstruct Catch Basin Top**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and replacing existing catch basin top, complete in place, including but not limited to sawcutting, demolition, trench excavation, bedding and backfill, furnishing and installation of new inlet top, grate, and frame, concrete work, reinforcing steel, anchoring hardware, pavement repair, and all other work as shown on the Plans, as specified in these Technical Provisions, and as directed by the Engineer.

The removal and replacement of curb and gutter associated with the catch basin reconstruction is not included in this bid item and will be paid for separately under the bid item "**Remove and Replace PCC Curb & Gutter (2' Gutter)**".

BID ITEM NO. 31 - REMOVE AND REPLACE SURVEY MONUMENT FRAME AND COVER (REVOCABLE)**BID ITEM NO. 32 - REMOVE AND REPLACE SURVEY MONUMENT (REVOCABLE)**

The Contractor shall be responsible for the preservation of existing survey monuments, benchmarks, reference points, and stakes.

Monument referencing shall be done by a Professional Land Surveyor licensed in the State of California hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the City prior to the start of construction.

In the event that any non-referenced monuments or monument reference points become in danger of being disturbed due to construction, the Contractor shall cease the threatening activity and notify the Project Manager and City Survey Staff immediately. Response to endangered monuments or reference points is a priority and they shall be referenced in accordance with the City of Berkeley Monument Reference Guidelines (see Appendix). In no case may an unreferenced monument or monument reference point be damaged during construction.

Should any monument not designated for replacement be disturbed or sustain damage during construction, the Contractor shall bear the expense for rebuilding it as well as for the survey work that a Professional Land Surveyor licensed in the State of California hired by the contractor must perform in the process. In any instance where the City deems a damaged monument to be irreplaceable, whether designated or not designated for replacement, the Contractor shall be fined \$20,000 per monument.

Remove and Replace Survey Monument Frame and Cover

Existing survey monument boxes and covers that are not standard Christy G05T shall be replaced with new standard Christy G05T boxes with "MONUMENT" covers supplied by the Contractor. No substitutions will be allowed based on the City's finding that Section 10129(b)(1)(2) of the California Public Contract Code applies. Existing survey monument covers shall be salvaged and delivered to the City.

Monument box and cover replacement must be done in a neat, workman-like manner and due care exercised. Monument boxes and covers shall be placed at the proper finished grade and as detailed by Standard Plan 8091.

Remove and Replace Survey Monument

The Contractor shall replace City Monuments and reference marks removed during the performance of the work. Whenever a City Monument is designated to be removed during the performance of the work, the Contractor shall replace the monument in accordance with Standard Plan 7940, 8090, 8091 or 8179, as applicable. Monument casings (boxes and lids) shall be provided by the contractor, and dome brass markers shall be supplied by the City.

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 Plan. 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. Monument boxes and lids shall be placed at the proper finished grade and as detailed by Standard Plan 7940, 8090, 8091 or 8179, as applicable. Existing monument lids shall be salvaged by the Contractor and delivered to the City Survey Staff or Project Inspector.

For each monument that has been removed, the replacement monument location(s) will be established by the referencing surveyor after final pavement is completed. The new dome brass marker shall not receive final punching prior to seven (7) days after completion of the monument construction.

Measurement and Payment

The contract unit price paid per **Each** for “**Remove and Replace Survey Monument Frame and Cover (Revocable)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and replacing survey monument frame and cover, including protecting in place existing survey monument, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The contract unit price paid per **Each** for “**Remove and Replace Survey Monument (Revocable)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and replacing survey monument, including installing new frame and cover, hiring licensed surveyor, punching brass disk, and filing corner records, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 33 - RELOCATE ROADSIDE SIGN

Existing signs shall be relocated at the locations shown on the Plans and as directed by the Engineer.

Each roadside sign must be reinstalled on the same day if removed unless directed otherwise by the Engineer.

Roadside sign posts shall be the Ulti-Mate sign support system, with EZ Installation anchor, as manufactured by Western Highway Products or approved equal. Ulti-Mate posts for roadside signs shall conform to State Standard Plan RS1. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer and as directed by the Engineer.

Posts shall be 12-gage galvanized steel 1.75-inch square tube with perforations, weighing 2.09 pounds per linear foot.

The Contractor, at his expense, shall repair materials to be salvaged that are damaged as a result of the Contractor's operations to the satisfaction of the Engineer.

Nothing in these Specifications shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Measurement and Payment

The contract price paid per **Each** for "**Relocate Roadside Sign**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating roadside sign and foundation removal complete in place, as shown on the Plans, as specified in these Technical Provisions and as directed by the Engineer.

BID ITEM NO. 34 - MISCELLANEOUS CONFORM PAVING**General**

The work shall consist of removing and replacing existing asphalt concrete, and base if necessary, to the specified depth.

The Hot Mix Asphalt for remove and replace areas must conform to Section 39 of the 2010 Caltrans Standard Specifications (unrevised), and these Technical Provisions.

Construction

The pavement areas designated to be replaced shall be removed to a uniform depth of 5", or as directed by the Engineer. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site. The excavated areas shall be graded to 5" as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Technical Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of Hot Mix Asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between Hot Mix Asphalt courses. No prime coat shall be required. A tack coat between layers of Hot Mix Asphalt shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course. A minimum of two lifts shall be used for each replacement area with a depth greater than three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the remove & replace shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the remove & replace, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

Materials removed shall become the property of the Contractor and shall be disposed of in accordance with local rules and regulations.

Measurement and Payment

The contract price paid per **Square Foot** for “**Miscellaneous Conform Paving**” include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal and replacement of 5” asphalt concrete, complete in place, including, excavation, removal, off-haul and disposal of all HMA, aggregate base and/or unsuitable materials; proof rolling; tack coat; furnishing, placing and compacting HMA; and clean-up as shown on the plans, as specified in the Standard Specifications and in these Technical Provisions, and as directed by the Engineer.

Full compensation for the adjacent 2-ft of HMA along edges of concrete work shall be considered as included in the contract unit price paid for “**Remove and Replace PCC Valley Gutter**”, and “**Remove and Replace PCC Curb and Gutter (2’ Gutter)**”, and no separate payment will be made therefor.

BID ITEM NO. 35 - PAINTED CURB

Paint for curbs shall be applied in conformance with the provisions in Section 84-2, "Traffic Stripes and Pavement Markings", of the Standard Specifications and these Technical Provisions at the locations shown on the plans and as directed by the Engineer.

Application shall consist of **two separate coats** of traffic paint of the appropriate color applied to the face and top of the curb.

If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length as the removed curb. The paint should be Ennis Flint Paints, or an approved equivalent. Color codes for Ennis Flint Paints are as follows:

- Red 985204
- White 985201
- Blue 985205
- Yellow 985202
- Green 985206

For red painted curb at curb ramp returns, Contractor shall paint 20' min. new curb per CAMUTCD guidelines and as approved by the Engineer in the field.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the surface that is to receive the curb paint.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive the curb paint.

Measurement and Payment

The contract price paid per **Linear Foot** for **“Painted Curb”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in two coats of curb paint, complete in place, as shown on the plans, as specified in the Standard Specification and these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 36 - SUPPLEMENTAL WORK

The City may authorize supplemental work in the form of Contract Change Orders for changes or deviations in the scope of work as described in the Project Plans and Specifications. The Engineer shall determine such changes. The City may compensate the contractor the actual cost plus 10% to cover overhead.

All work performed under an Administrative Contract Change Order must be authorized by the Engineer's written order. All additional work shall be paid for at the unit cost bid for the various items.

At the option of the City, the Contractor shall pay an independent testing company retained by the City for testing concrete and other materials. The City shall pay the Contractor the actual cost of the material testing plus 5% to cover overhead.

The Contractor is not entitled to the full amount of this bid item. Payment will be made on an as-authorized and as-needed basis, with the total compensation not to exceed the specified lump sum amount. The actual amount paid under this item will range from zero to the full not-to-exceed amount.

Measurement and Payment

The **Lump Sum** contract price paid for "**Supplemental Work**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in supplemental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

The Contractor shall be paid on pro-rata basis for the work done per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed and as may be required to complete the work.

PART D

CURB RAMP LOCATIONS AND QUANTITIES

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CURB RAMP LOCATIONS AND QUANTITIES

No.	Main Street	Cross Street	Quadrant	Ramp Case	R&R PCC Sidewalk	Remove PCC SW & Place Topsoil & Mulch	R&R PCC Curb & Gutter	R&R PCC Valley Gutter	R&R PCC Driveway (Residential)	R&R PCC Driveway (Commercial)	R&R HMA (Beyond HMA Conform)	Remove Cross Drain Pipe (Under SW)	Install Cross Drain Pipe (Under SW)	Remove Cross Drain Pipe (Under Street)	Install Cross Drain Pipe (Under Street)	Remove Cross Drain Structure	Install Cross Drain Structure	Remove Junction Box	Install Junction Box	Reconstruct Top of Catch Basin	Relocate Roadside Sign	Curb Paint (R=Red, G=Green, Y=Yellow)
					(SF)	(SF)	(LF)	(SF)	(SF)	(SF)	(SF)	(SF)	(SF)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)
1	Harmon Street	Baker Street	NW	A	180		26					16	16	49	49	2	2					
2	Harmon Street	Baker Street	NE	A	207		30							26	26	2	2	1	1			26
3	Harmon Street	Baker Street	SW	A	200	40	47															34
4	Harmon Street	Baker Street	SE	A	189		26					16	16			2	2					
5	Harmon Street	Boise Street	NW	A	217		32					18	18	40	40	2	2	1	1			21
6	Harmon Street	Boise Street	NE	A	186		28							35	35	2	2	1	1			24
7	Harmon Street	Idaho Street	NE	A	236		30					16	16			2	2					
8	Harmon Street	Idaho Street	SE	A	201		28					16	16			2	2					15
9	Mabel Street	Burnett Street	NW	A	216		33					19	19	47	47	2	2	1	1			
10	Russell Street	Mathews Street	NW	A	204		32					17	17			2	2					
11	Russell Street	Wallace Street	NW	A	248		34					17	17			2	2					
12	Russell Street	Wallace Street	NE	A	190		23															13
13	Oregon Street	Wallace Street	NW	A	246		31					17	17	48	48	2	2					27
14	Oregon Street	Wallace Street	NE	A	400		30							26	26	2	2	1	1			21
15	Russell Street	Park Street	NW	Pedestrian Refuge/Island Passageway	35		42															23
16	Bancroft Way	Edwards Street	SW	A	172		30					18	18	46	46	2	2					21
17	Bancroft Way	Edwards Street	SE	A	184		41							30	30	2	2	2	2			17
18	Bancroft Way	Spaulding Avenue	NW	A	315		85					18	18	55	55	2	2					
19	Bancroft Way	Spaulding Avenue	NE	A	336		34							36	36	2	2	1	1			17
20	Bancroft Way	Spaulding Avenue	SW	A	176		50					4	4	40	40	1	1	1	1			
21	Bancroft Way	Spaulding Avenue	SE	A	235		32							40	40	1	1					21
22	Bancroft Way	McGee Avenue	NW	A	216		34					18	18	49	49	2	2					
23	Bancroft Way	McGee Avenue	NE	A	230		86							36	36	2	2	1	1			17
24	Bancroft Way	McGee Avenue	SW	A	264		78							37	37	1	1					
25	Bancroft Way	McGee Avenue	SE	A	302		30					4	4	37	37	1	1	1	1			
26	Bancroft Way	Roosevelt Avenue	NW	A	248		37					18	18	54	54	2	2					24
27	Bancroft Way	Roosevelt Avenue	NE	A	207		32							25	25	2	2	1	1			25
28	Bancroft Way	Roosevelt Avenue	SW	A	252		37					4	4	36	36	1	1	1	1			22
29	Bancroft Way	Roosevelt Avenue	SE	A	165		34							36	36	1	1					23
30	Bancroft Way	Grant Street	NW	A	168		36					18	18			2	2					34
31	Bancroft Way	Grant Street	NE	A	173		26					19	19			1	1					32
32	Bancroft Way	Grant Street	SW	A	172		35							37	37	1	1					19
33	Bancroft Way	Grant Street	SE	A	250		27							37	37			1	1			22
34	Oregon Street	Grant Street	NW	A	183		28					18	18			2	2					
35	Oregon Street	Grant Street	NE	A	196		48							45	45	2	2	1	1			13
36	Oregon Street	Grant Street	SW	A	330		34															25

*Curb ramp location may be removed from scope. Confirm with Engineer before proceeding.

CURB RAMP LOCATIONS AND QUANTITIES

No.	Main Street	Cross Street	Quadrant	Ramp Case	R&R PCC Sidewalk	Remove PCC SW & Place Topsoil & Mulch	R&R PCC Curb & Gutter	R&R PCC Valley Gutter	R&R PCC Driveway (Residential)	R&R PCC Driveway (Commercial)	R&R HMA (Beyond HMA Conform)	Remove Cross Drain Pipe (Under SW)	Install Cross Drain Pipe (Under SW)	Remove Cross Drain Pipe (Under Street)	Install Cross Drain Pipe (Under Street)	Remove Cross Drain Structure	Install Cross Drain Structure	Remove Junction Box	Install Junction Box	Reconstruct Top of Catch Basin	Relocate Roadside Sign	Curb Paint (R=Red, G=Green, Y=Yellow)
					(SF)	(SF)	(LF)	(SF)	(SF)	(SF)	(SF)	(SF)	(SF)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)
37	Oregon Street	Grant Street	SE	A	290		33															44
38*	Sacramento Street	Julia Street	W	Island Passageway	78		31															
39*	Sacramento Street	Julia Street	E	Island Passageway	78		28															
40	Haste Street	Bowditch Street	NE	A	192		41															44
41*	Haste Street	Bowditch Street	SW	A																		
42	Haste Street	Bowditch Street	SE	A	250		29														2	91
43	Haste Street	Atherton Street	NW	A	293		27					12	12	40	40	2	2					16
44	Haste Street	Atherton Street	NE	A	309		35							28	28	2	2	1	1			R24 G39
45	Arlington Avenue	Santa Barbara Road	NE	CM	132		44					16	16			1				1		25
46	Arlington Avenue	Santa Barbara Road	SE	CM	120		35					12	12			1						
47	Arlington Avenue	San Antonio Avenue	NW	B	273		74															22
48	Arlington Avenue	San Antonio Avenue	NE (W)	C	120		25															26
49	Arlington Avenue	San Antonio Avenue	SW	A	212		36															41
50	Arlington Avenue	San Antonio Avenue	NE (S)	C	238		65													1	1	28
51	Arlington Avenue	San Fernando Avenue	NE	A	264		38															38
52	Arlington Avenue	Thousand Oaks Blvd	NW	B	312		32															55
53	Arlington Avenue	Thousand Oaks Blvd	SW (N)	F	267		38															
54	Arlington Avenue	Thousand Oaks Blvd	SW (E)	C	234		31															
55	Arlington Avenue	Yosemite Road	NW	B	409	22	37														1	45
56	Arlington Avenue	Yosemite Road	SW	B	216		31														1	93
57	Arlington Avenue	Indian Rock Avenue	NE	CM	142		36															30
58	Keeler Avenue	Forest Lane	NW	F	140		18															
59	Keeler Avenue	Forest Lane	SW	CM	104		58							62	62	1	1			1		47
60	Keeler Avenue	Forest Lane	NE	CH	376		58							66	66	1	1					61
61	Keeler Avenue	Forest Lane	SE	C	168		41														1	
62	Keeler Avenue	Poppy Lane	NW	C	174		44							56	56	1	1				1	18
63	Keeler Avenue	Poppy Lane	SW	F	124		34															18
64	Wildcat Canyon Road	Grizzly Peak Blvd	NE	Island Passageway	50		24															
65	Euclid Avenue	Buena Vista Way	NW	F	25		35		150													21
66	Euclid Avenue	Buena Vista Way	SE	B	214		44											1	1			35
67	Euclid Avenue	Virginia Street	NW	A	198		27															82
68	Euclid Avenue	Virginia Street	NE	A	180		19														1	22
69	Euclid Avenue	Virginia Street	SW	A	198		22															74
70	Euclid Avenue	Virginia Street	SE	A	294		20															62
71	Arlington Avenue	Southampton Avenue	NE	G	175		24															49
72	Arlington Avenue	Southampton Avenue	SE	B	234		34															123

*Curb ramp location may be removed from scope. Confirm with Engineer before proceeding.

CURB RAMP LOCATIONS AND QUANTITIES

No.	Main Street	Cross Street	Quadrant	Ramp Case	R&R PCC Sidewalk	Remove PCC SW & Place Topsoil & Mulch	R&R PCC Curb & Gutter	R&R PCC Valley Gutter	R&R PCC Driveway (Residential)	R&R PCC Driveway (Commercial)	R&R HMA (Beyond HMA Conform)	Remove Cross Drain Pipe (Under SW)	Install Cross Drain Pipe (Under SW)	Remove Cross Drain Pipe (Under Street)	Install Cross Drain Pipe (Under Street)	Remove Cross Drain Structure	Install Cross Drain Structure	Remove Junction Box	Install Junction Box	Reconstruct Top of Catch Basin	Relocate Roadside Sign	Curb Paint (R=Red, G=Green, Y=Yellow)
					(SF)	(SF)	(LF)	(SF)	(SF)	(SF)	(SF)	(SF)	(SF)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)
73	Idaho Street	66th Street	SW	A	132		31					16	16	40	40	2	2					
74	Idaho Street	66th Street	SE	A	233		32							32	32	2	2	1	1			
75	Mabel Street	67th Street	NW	B	108		26	80														14
76	Mabel Street	67th Street	SW	G	117	24	28	37														14
77	Park Street	Oregon Street	NW	G	125		15															61
78	California Street	Julia Street	NE	A	169		35							27	27	2	2	1	1			17
79	Sacramento Street	Blake Street	NW	B	172		47															12
80	Sacramento Street	Blake Street	SE	B	196		43															
81	Sacramento Street	Parker Street	NE	A	345		25							19	19	1	1					21
82	Sacramento Street	Parker Street	SE	A	143	36	26															14
83	Sacramento Street	Carleton Street	NE	A	178		68					20	20			1	1			1		80
84	Sacramento Street	Tyler Street	Midblock	Island Passageway	125		31															
85	Sacramento Street	Prince Street	NW	A	165		25			48												56
86	Sacramento Street	Prince Street	SW	A	190		26			35												95
87	Sacramento Street	67th Street	NW	Modified CH	208	36	31															25
88	Sacramento Street	67th Street	SW	A	206		30															27
89	Sacramento Street	Woosley Street	NE	A	196		29														1	2
90	Sacramento Street	66th Street	Midblock	Island Passageway	117		22															
91	Bancroft Way	West Street	NE	C	237		44															38
92	Euclid Avenue	Ridge Avenue	SW	B	392		19															51
93*	Euclid Avenue	Hilgard Avenue	NW	B	328		51															7
94*	Euclid Avenue	Hilgard Avenue	NE	A	200		28					21	21			1	1					9
95*	Euclid Avenue	Hilgard Avenue	SW	A	273		79															30
96*	Euclid Avenue	Hilgard Avenue	SE	A	200		22															16
97	Euclid Avenue	Cedar Street	SE	B	357		58													1		46
98	Euclid Avenue	Hawthorne Terrace (N)	NW	C	257		37															18
99	Euclid Avenue	Bay View Place	NW	CM	119	115	21														1	78
100	Euclid Avenue	Bay View Place	SW	A	91		33															11
101	Arlington Avenue	San Luis Road	NE	CM	105		30													1		63
102	Arlington Avenue	San Luis Road	SE	CM	125		35															62
103	Arlington Avenue	San Fernando Avenue	NW	C	350		55					9	9			1	1	1	1			38
104	Arlington Avenue	San Fernando Avenue	SW	C	198	8	34															9
105	Arlington Avenue	Mendocino Avenue	NW	B	169		72															49
106	Arlington Avenue	Mendocino Avenue	SW	CM	527	24	112															98
107	Arlington Avenue	The Circle	NW	A	175	27	21															26
108	Arlington Avenue	The Circle	NE	C	312		44													1		78

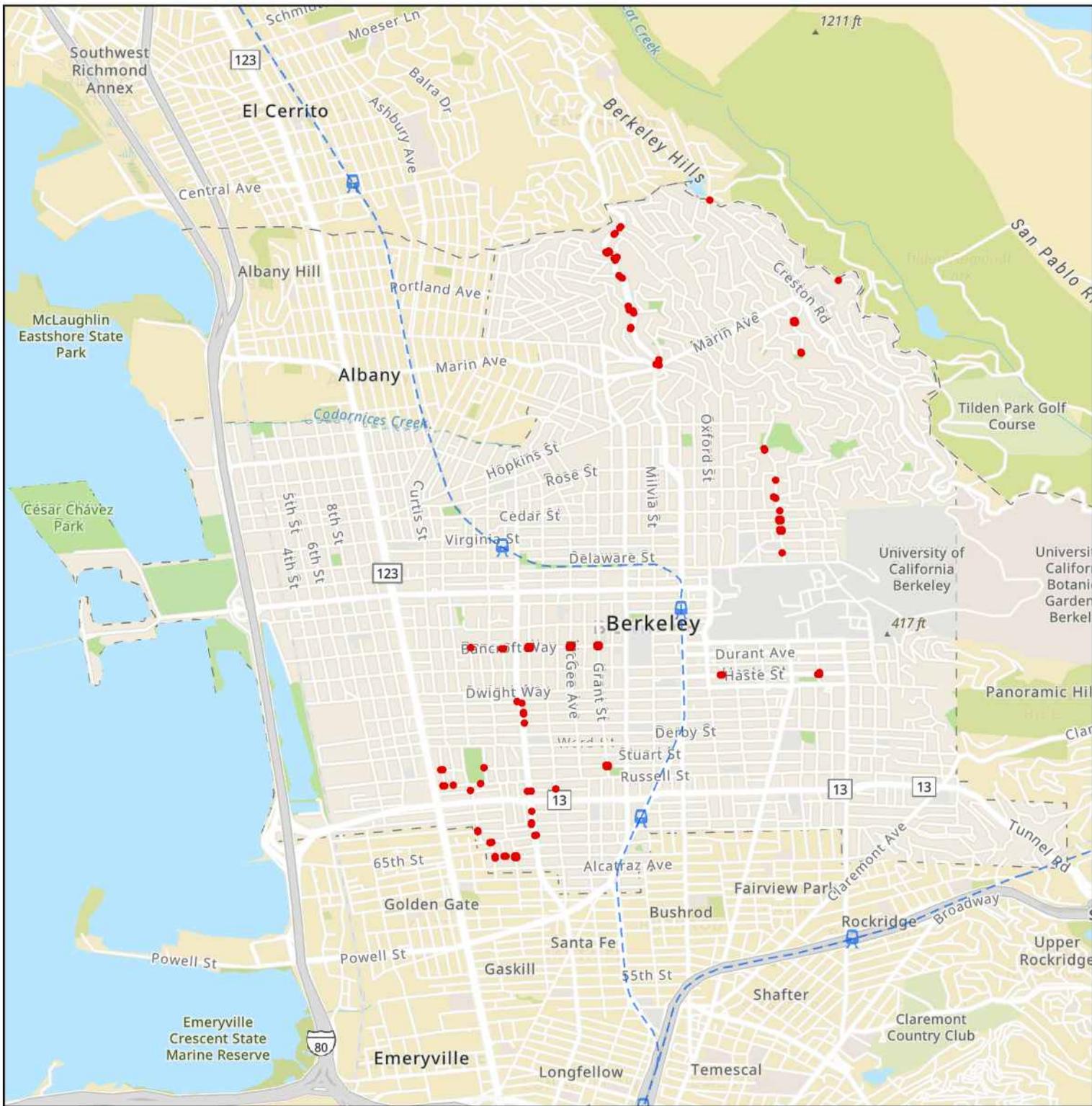
*Curb ramp location may be removed from scope. Confirm with Engineer before proceeding.

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PART E

CURB RAMP AND SIDEWALK REPAIR LOCATION MAPS

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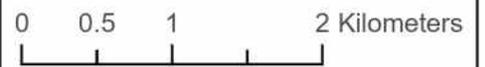


FY 2025 CURB RAMP REPAIR SCOPE

-  BART Station
-  BART Line
-  Curb Ramp Repair Scope

This map is for reference purposes only. Data are not survey precise.

Care was taken in the creation of this map, but it is provided "AS IS". Please contact the City of Berkeley to verify map information or to report any errors.
October 3, 2024



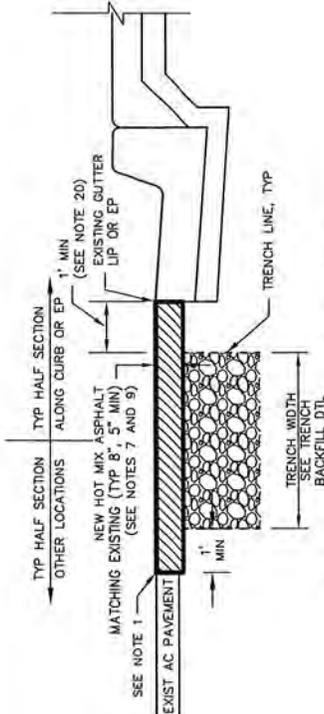
CITY OF BERKELEY
Engineering Division
1947 Center Street
Berkeley CA 94704

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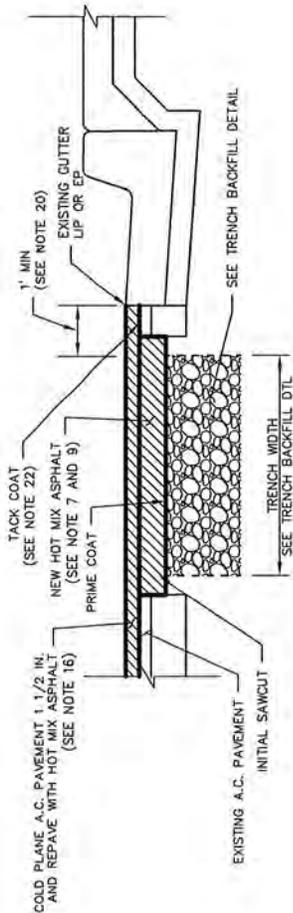
PART F

CITY/CALTRANS STANDARD PLANS

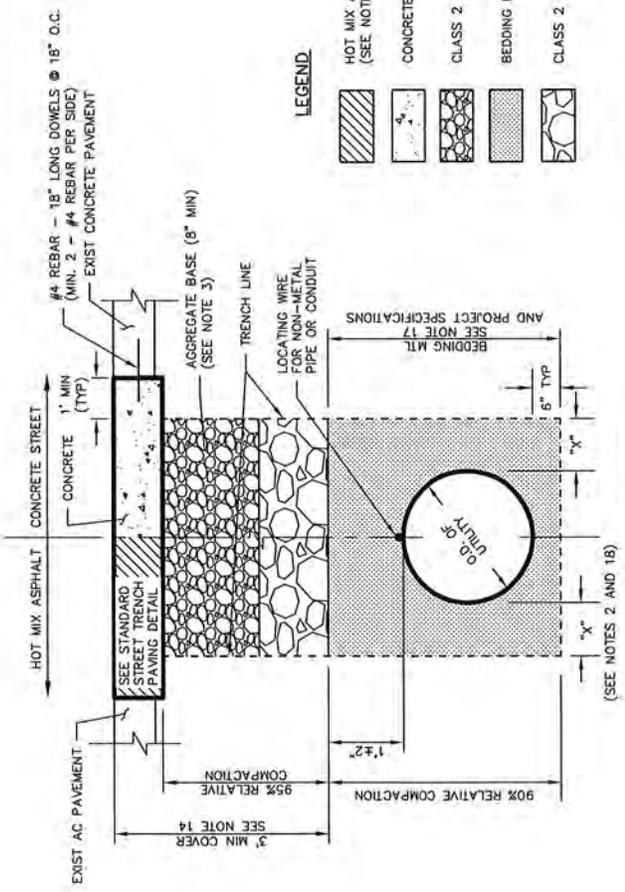
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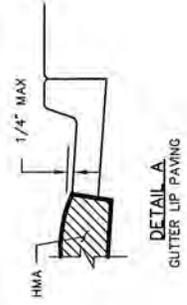
STANDARD STREET TRENCH PAVING DETAIL



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: *[Signature]*
SUPERVISING CIVIL ENGINEER
APPROVED: *[Signature]*
MANAGER OF ENGINEERING

DATE: 7/6/16
R.C.E. 64582
DATE: 7/6/16
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

NOTES:

- 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.
- 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'

- 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.
- 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.
- 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.
- 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 THAN 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.
- 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.
- 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.
- 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.
- 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".
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- UNSUITABLE NATIVE MATERIAL SHALL BE EXCAVATED BELOW THE LIMIT OF EXCAVATION AND REPLACED WITH SUITABLE BACKFILL MATERIAL WHEN DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
- 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.
- SLURRY CEMENT BACKFILL SHALL COMPLY WITH SECTION 19-3.02E OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.
- 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:

[Signature]
SUPERVISING CIVIL ENGINEER

DATE: 7/6/16

R.C.E. 64582

APPROVED:

[Signature]
MANAGER OF ENGINEERING

DATE: 7/6/16

R.C.E. 66014

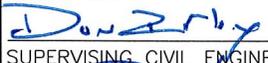
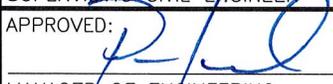
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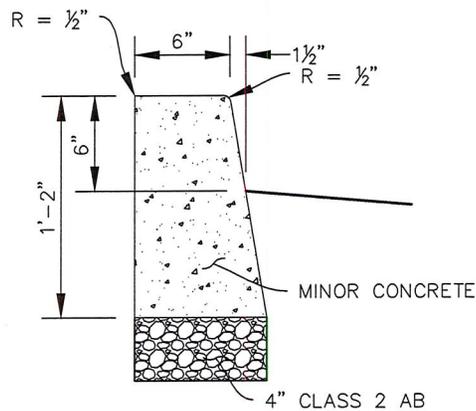
DATE: 06/2016
SCALE:
BOOK:

PLAN: 8136
FILE: 20-B-155
SHEET: 2 OF 2

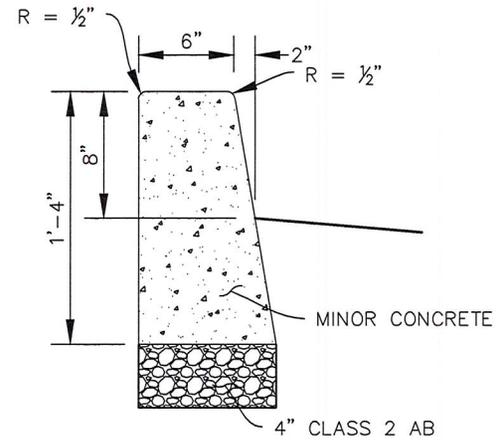
GENERAL NOTES FOR CONCRETE FLAT WORK

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:  SUPERVISING CIVIL ENGINEER	DATE: <u>2/27/17</u> R.C.E. <u>64582</u>	DESIGN: <u>HEI</u> DRAWN: <u>HEI</u> CHECK: <u>MS</u>	DATE: <u>01/26/17</u> SCALE: <u>N.T.S.</u> BOOK: _____	PLAN: <u>8144</u> FILE: <u>20B-156</u> SHEET: <u>1 OF 1</u>
APPROVED:  MANAGER OF ENGINEERING	DATE: <u>2/28/17</u> R.C.E. <u>66014</u>			



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:
Don Zrby
SUPERVISING CIVIL ENGINEER

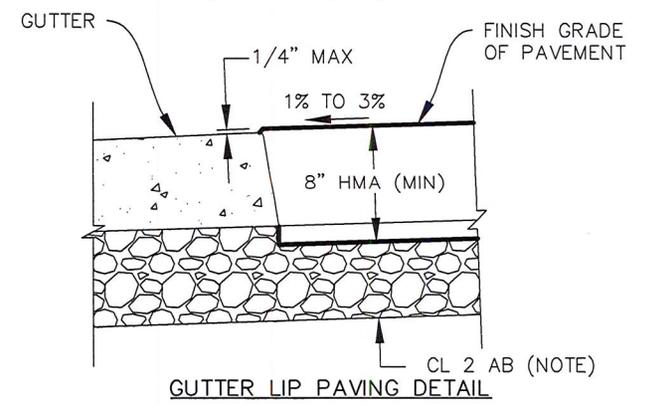
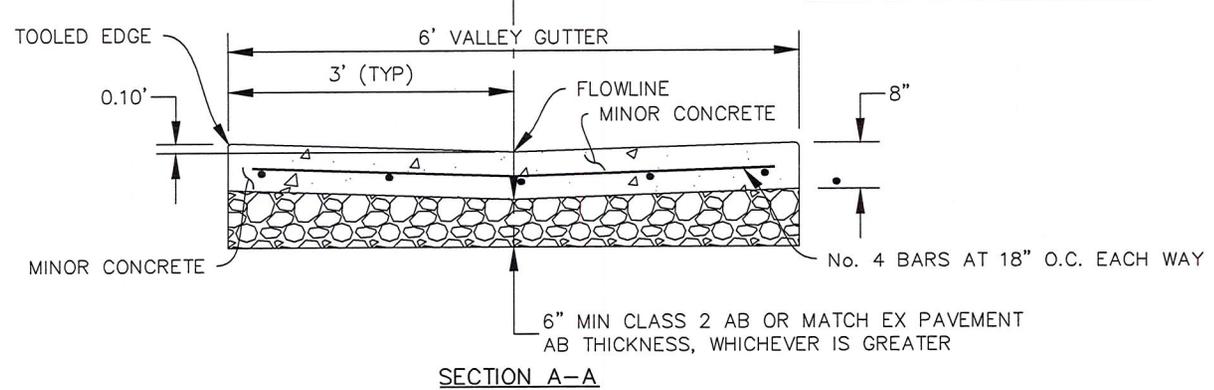
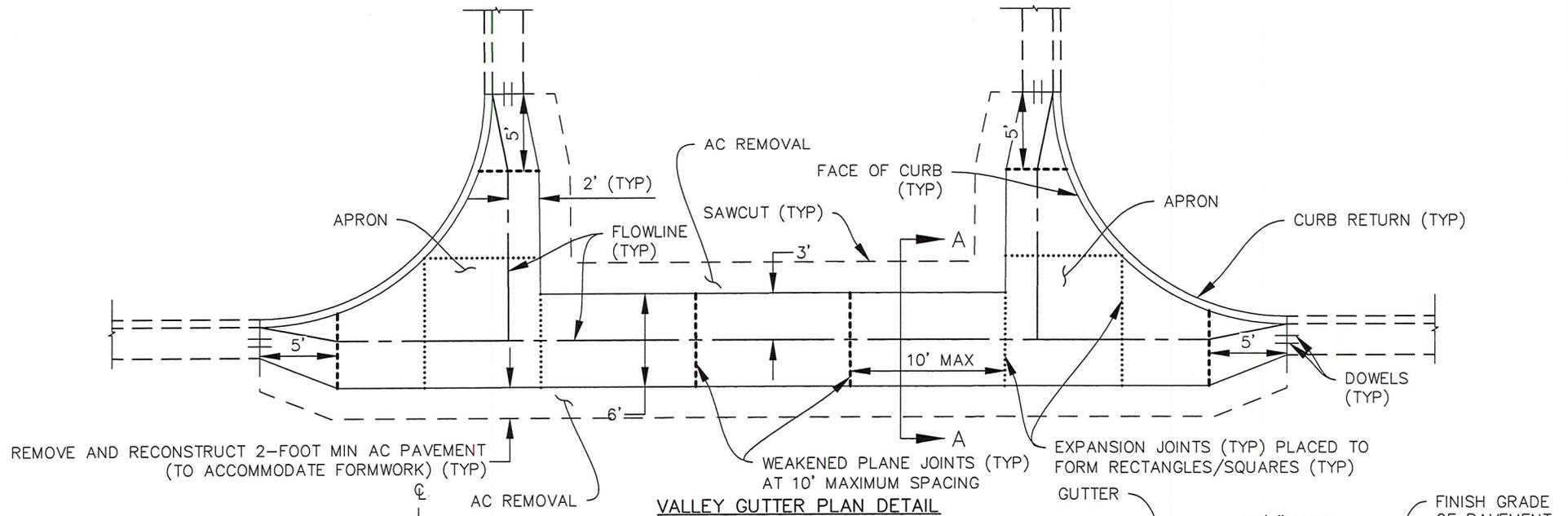
APPROVED:
[Signature]
MANAGER OF ENGINEERING

DATE: 2/27/17
R.C.E. 64582

DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8146</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-158</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



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:
Don Derby
SUPERVISING CIVIL ENGINEER

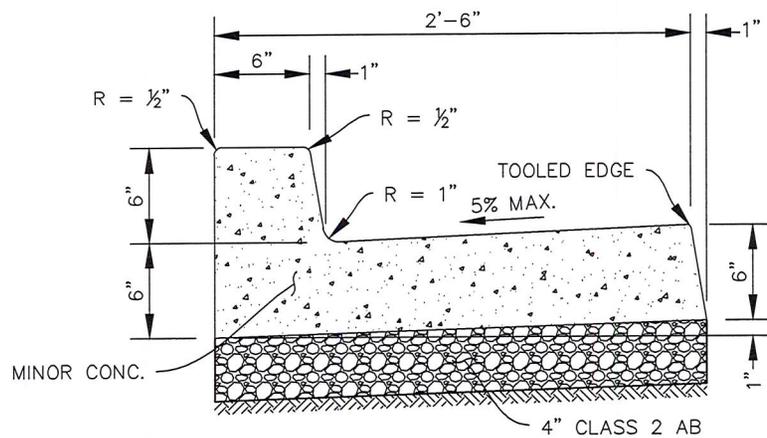
APPROVED:
D-L
MANAGER OF ENGINEERING

DATE: 2/27/17
R.C.E. 64582

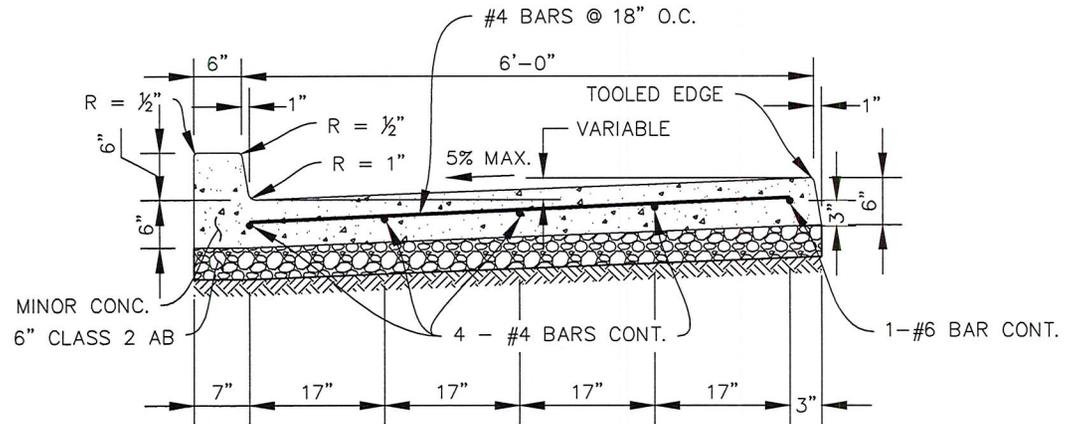
DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

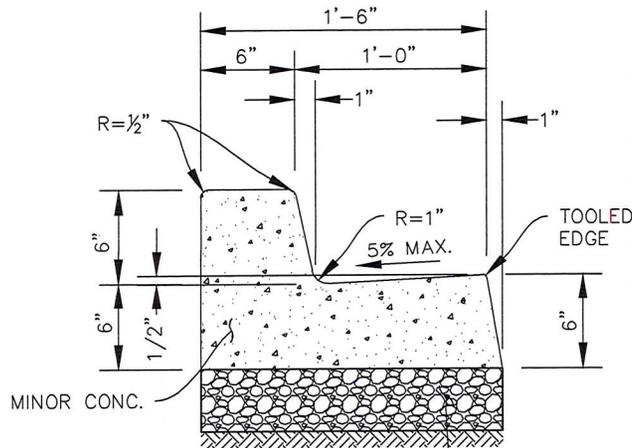
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CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



STANDARD CURB AND GUTTER DETAIL

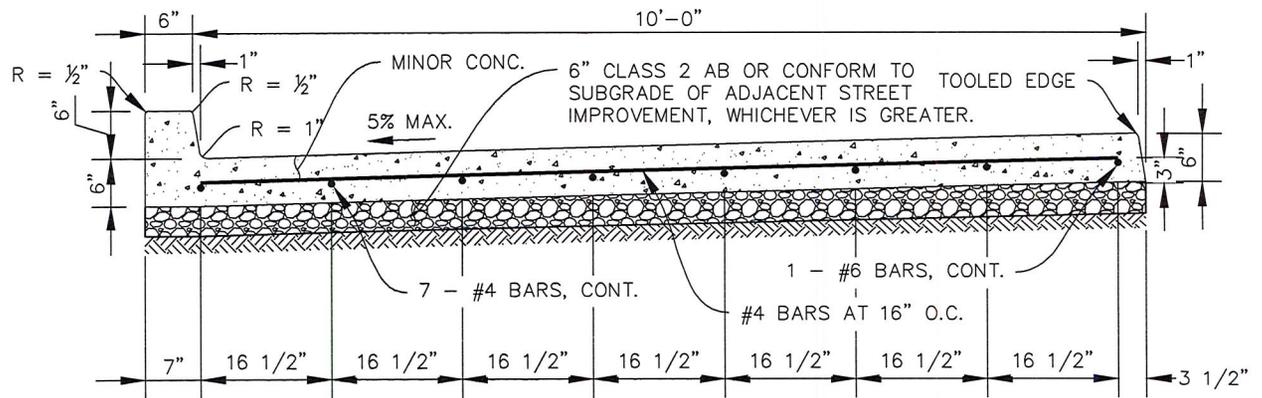


CURB AND 6 FOOT GUTTER DETAIL



4" CLASS 2 AB OR CONFORM TO SUBGRADE OF ADJACENT STREET IMPROVEMENT, WHICHEVER IS GREATER.

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 Zrby
SUPERVISING CIVIL ENGINEER

APPROVED:
R. J. [Signature]
MANAGER OF ENGINEERING

DATE: 2/27/17

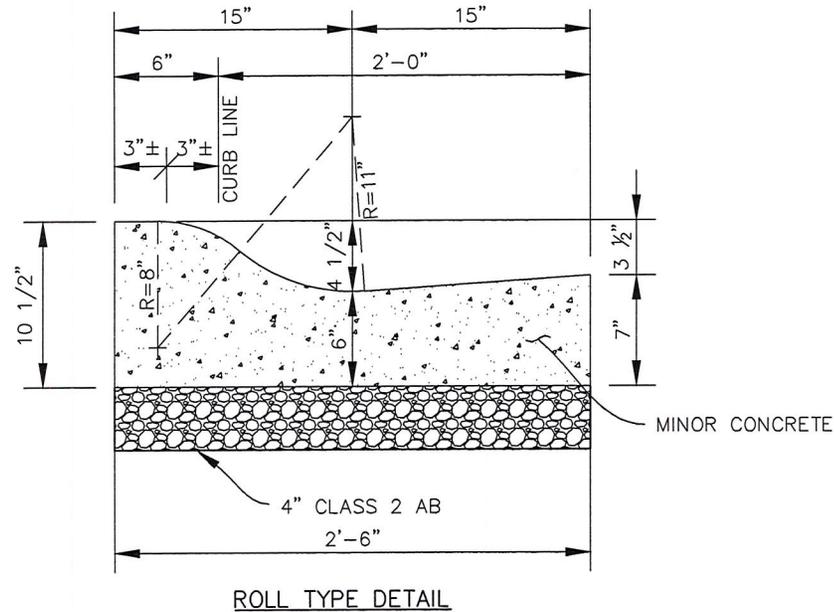
R.C.E. 64582

DATE: 2/28/17

R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8145</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-157</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



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

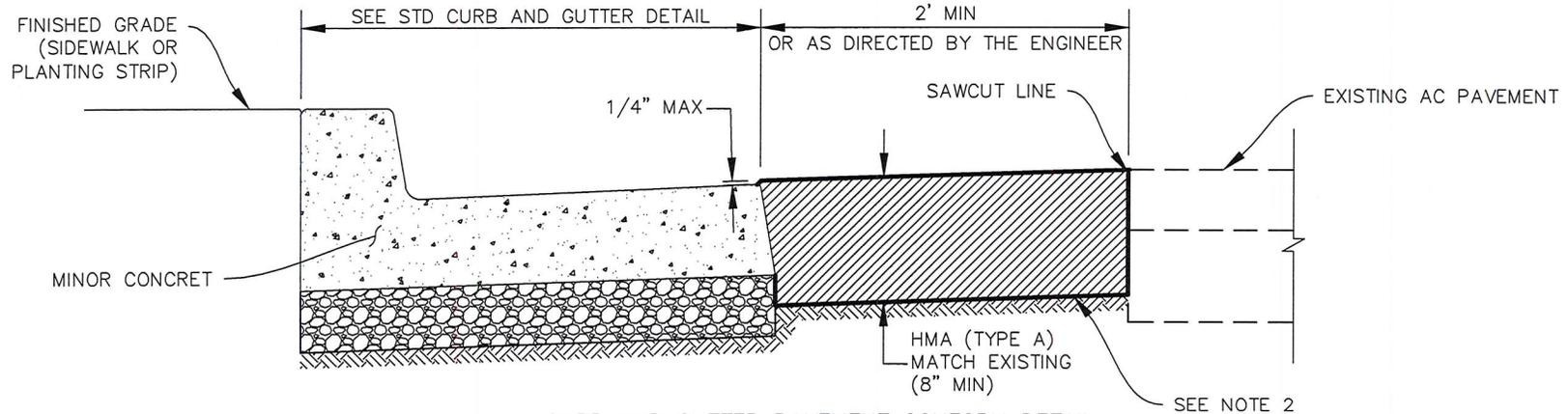
APPROVED:
R. J. [Signature]
MANAGER OF ENGINEERING

DATE: 2/27/17
R.C.E. 64582

DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8147</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-159</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



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."

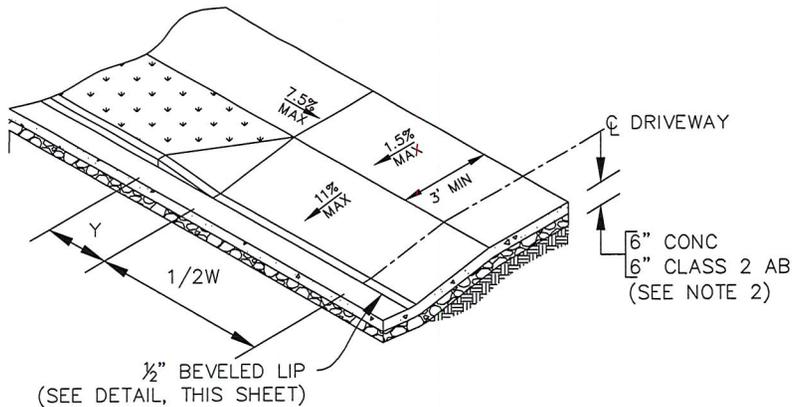
**STANDARD DETAIL
CURB AND GUTTER RETROFIT**

SUBMITTED:
Don Kirby
 SUPERVISING CIVIL ENGINEER
 APPROVED:
P. J. O.
 MANAGER OF ENGINEERING

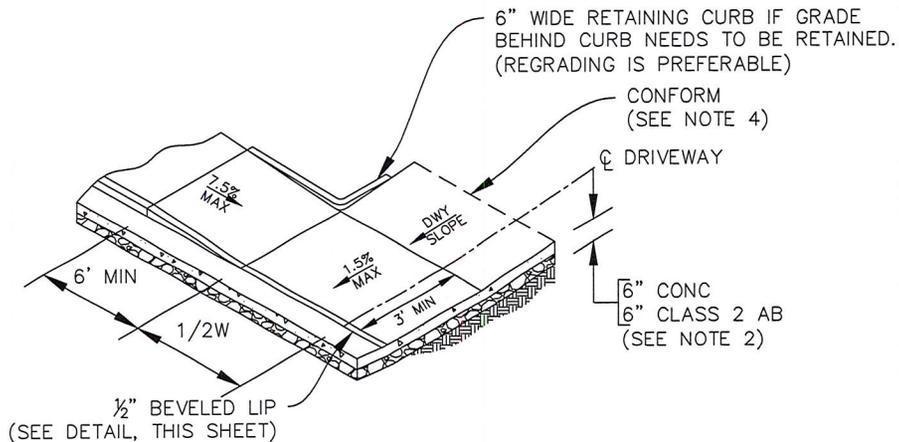
DATE: 2/27/17
 R.C.E. 64582
 DATE: 2/28/17
 R.C.E. 66014

CITY OF BERKELEY
 DEPARTMENT OF PUBLIC WORKS

DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8148</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-160</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



DRIVEWAY WITH SEPARATED SIDEWALK
 W=DRIVEWAY WIDTH (SEPARATED SIDEWALK)



DRIVEWAY WITH MONOLITHIC SIDEWALK
 W=DRIVEWAY WIDTH (MONOLITHIC 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."

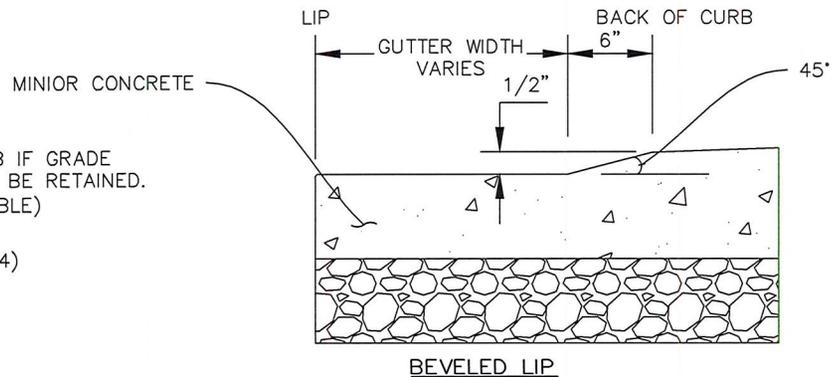


TABLE OF DRIVEWAY DIMENSIONS		
Dimension	Commercial & Industrial	Residential
Y	5' MIN	2' MIN
W	12' MIN	8' MIN

**STANDARD DETAIL
 DRIVEWAY**

SUBMITTED:
Don Zib
 SUPERVISING CIVIL ENGINEER

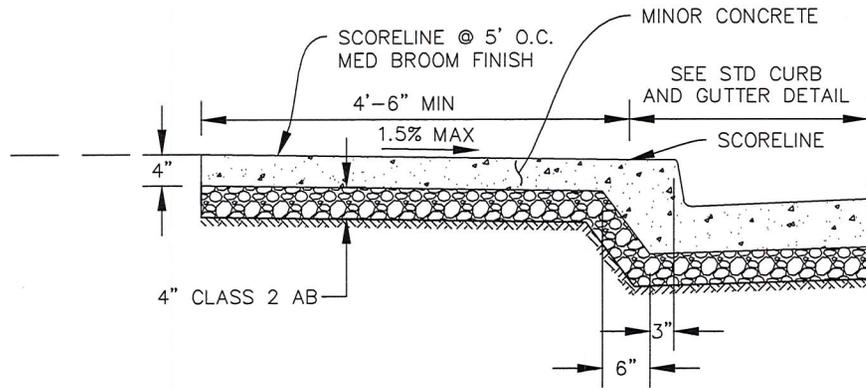
APPROVES:
P-LQ
 MANAGER OF ENGINEERING

DATE: 2/27/17
 R.C.E. 64582

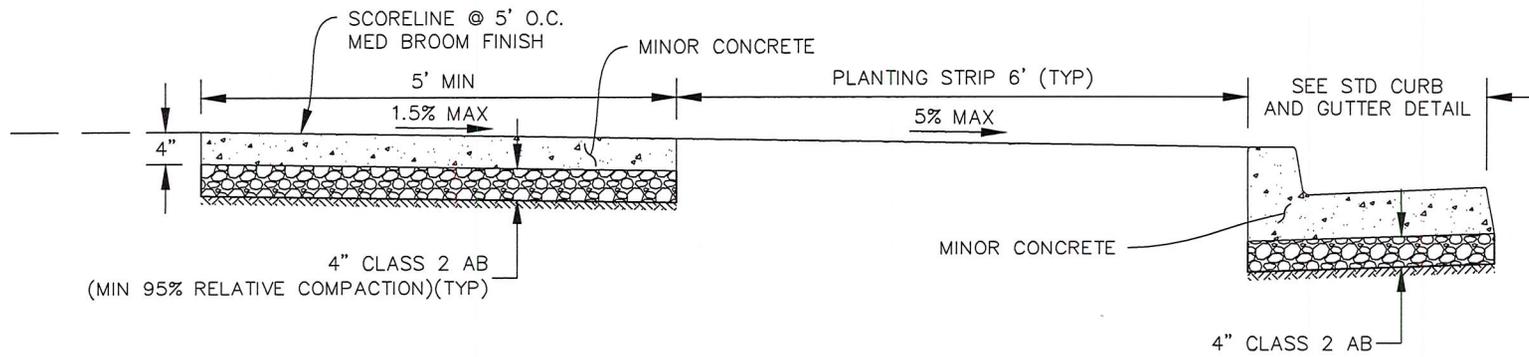
DATE: 2/28/17
 R.C.E. 66014

CITY OF BERKELEY
 DEPARTMENT OF PUBLIC WORKS

DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8151</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-163</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



STANDARD SIDEWALK DETAIL



STANDARD SIDEWALK WITH PLANTING STRIP DETAIL

NOTE:

1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

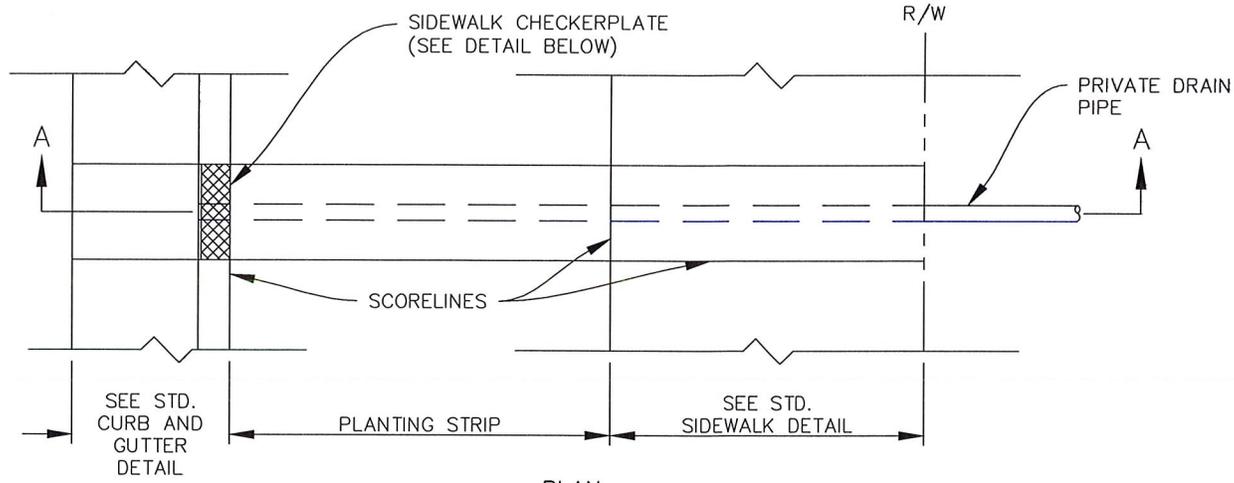
STANDARD DETAIL
SIDEWALK

SUBMITTED: Don Zrb
SUPERVISING CIVIL ENGINEER
APPROVED: R-LO
MANAGER OF ENGINEERING

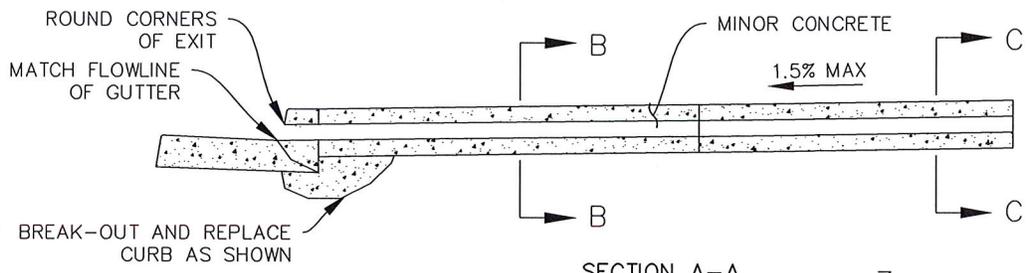
DATE: 2/27/17
R.C.E. 64502
DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

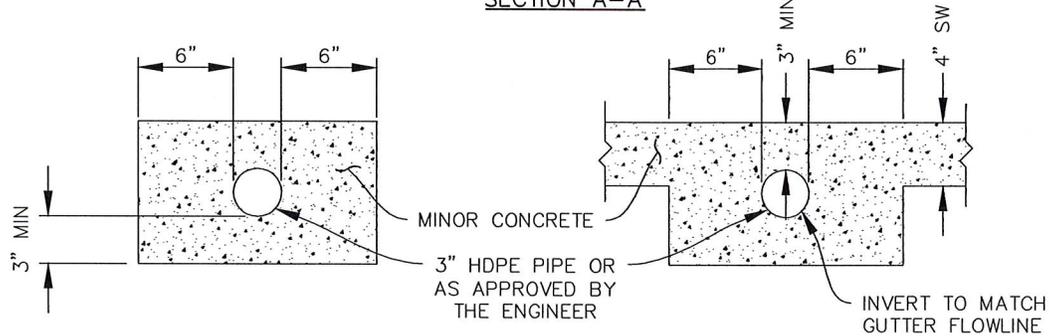
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DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-165</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



PLAN

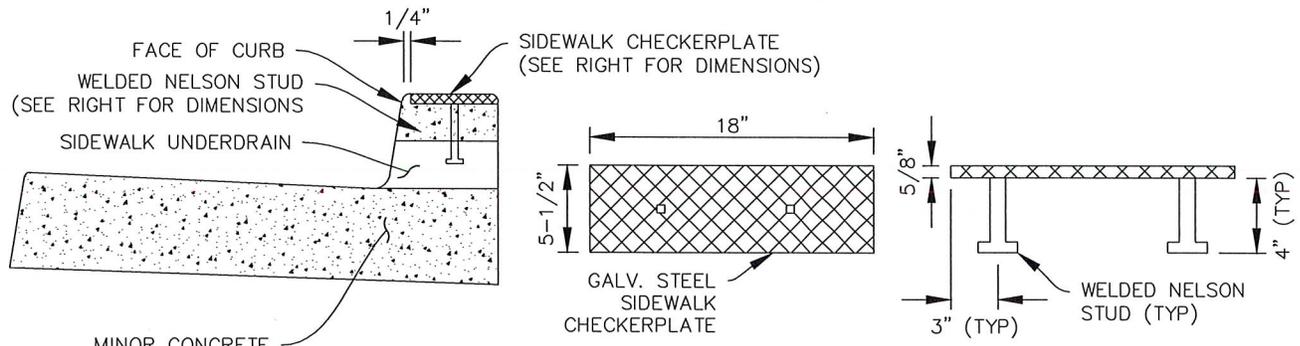


SECTION A-A



SECTION B-B

SECTION C-C



SIDEWALK UNDERDRAIN CHECKERPLATE SHALL BE GALVANIZED STEEL WITH AN EMBOSSED NONSKID PATTERN

SIDEWALK CHECKERPLATE DETAIL

NOTES:

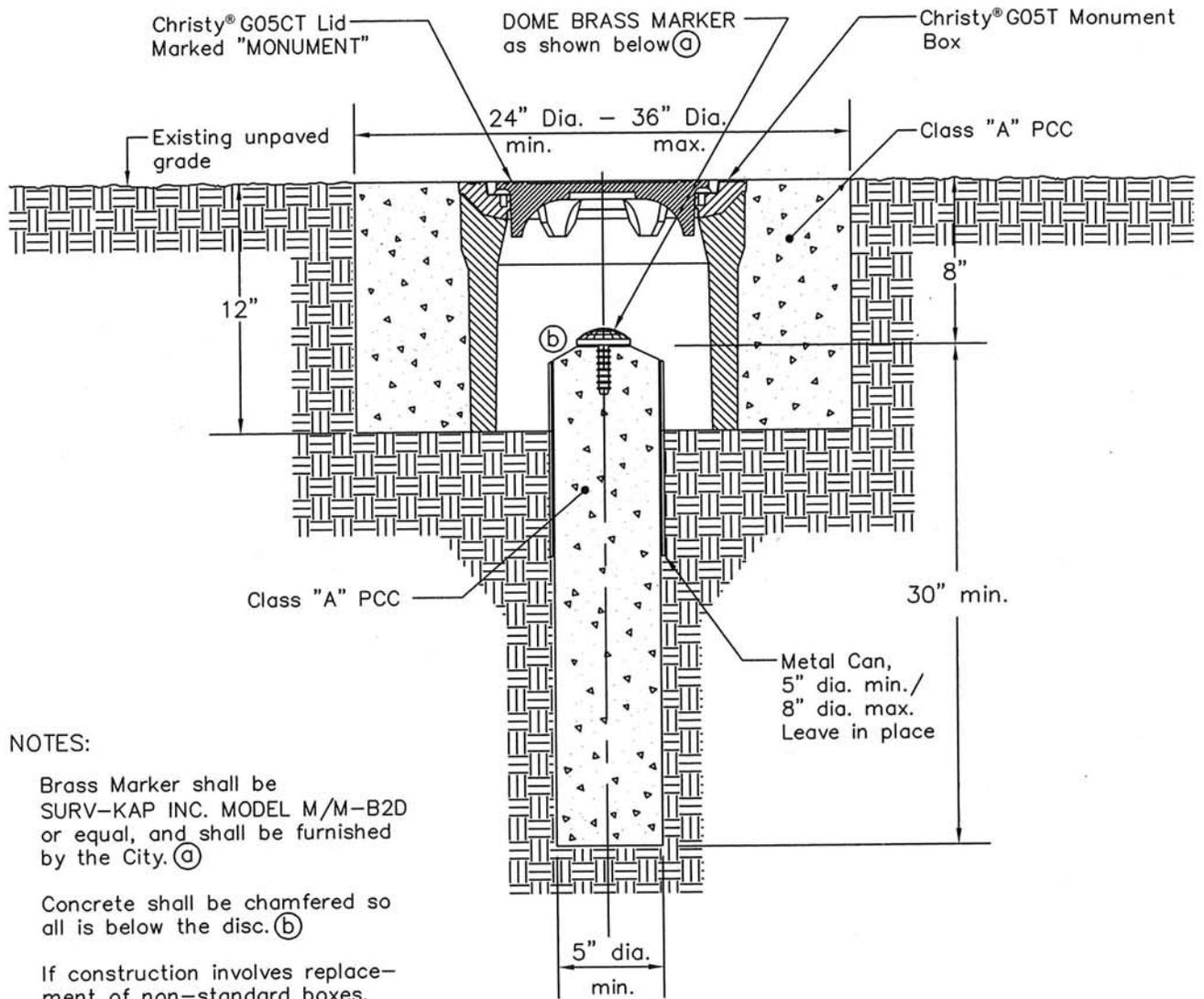
- WHERE SIDEWALK UNDERDRAINS ARE INSTALLED AT LOCATIONS WHERE CURB, GUTTER, AND SIDEWALK IS EXISTING, REMOVE 24" OF CURB AND SIDEWALK SHALL BE SAWCUT AND REMOVED BETWEEN SCORELINES.
- MULTIPLE PARALLEL SIDEWALK UNDERDRAINS SHALL HAVE 4" CLEAR BETWEEN EDGE OF PIPES.
- FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
SIDEWALK UNDERDRAIN

SUBMITTED:	DATE: 2/27/17
<i>Dou Derby</i>	R.C.E. 64582
SUPERVISING CIVIL ENGINEER	
APPROVED:	DATE: 2/28/17
<i>D-LQ</i>	R.C.E. 66014
MANAGER OF ENGINEERING	

DESIGN: HEI	DATE: 01/26/17	PLAN: 8154
DRAWN: HEI	SCALE: N.T.S.	FILE: 20B-166
CHECK: MS	BOOK:	SHEET: 1 OF 1

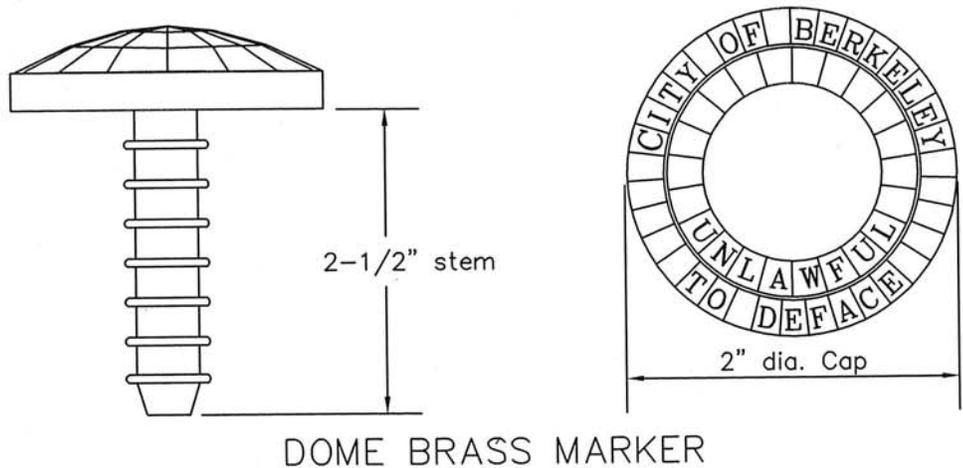


NOTES:

Brass Marker shall be SURV-KAP INC. MODEL M/M-B2D or equal, and shall be furnished by the City. (a)

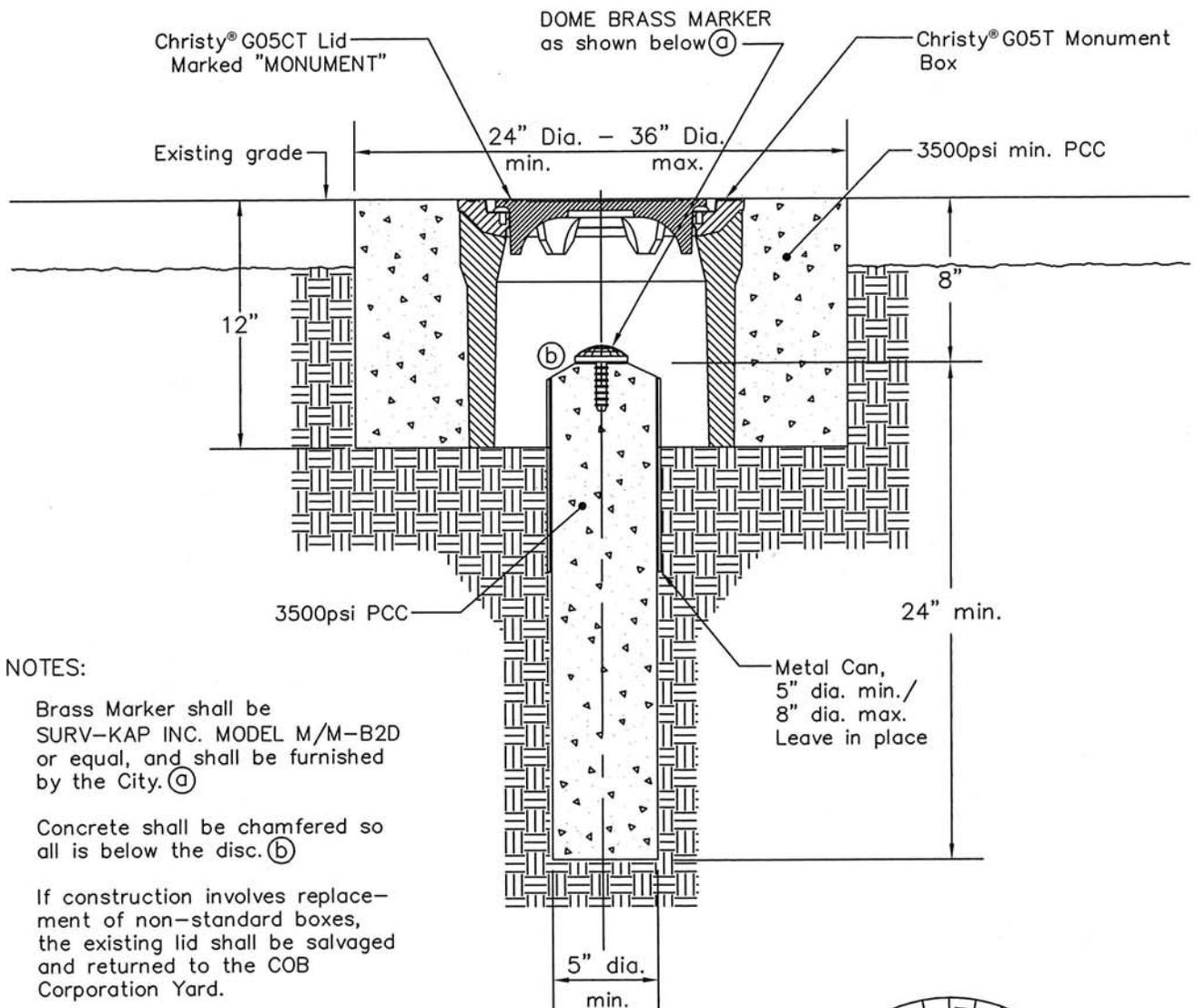
Concrete shall be chamfered so all is below the disc. (b)

If construction involves replacement of non-standard boxes, the existing lid shall be salvaged and returned to the COB Corporation Yard.



DESIGN: MCT	DATE: 11/2017	PLAN: 8179
DRAWN: MCT	SCALE: N.T.S.	FILE: 20-B-167
CHECK: NAP		
APPROVED: <i>Nisha Patel</i>	11-17-17	
CITY ENGINEER	DATE:	

CITY OF BERKELEY
 DEPARTMENT OF PUBLIC WORKS
 STANDARD DETAIL
 CITY MONUMENT INSTALLATION
 IN UNPAVED SURFACE

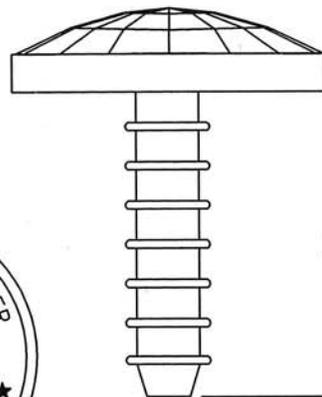


NOTES:

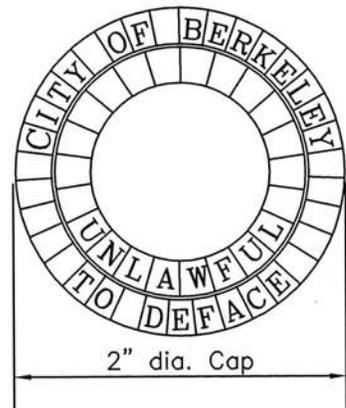
Brass Marker shall be SURV-KAP INC. MODEL M/M-B2D or equal, and shall be furnished by the City. (a)

Concrete shall be chamfered so all is below the disc. (b)

If construction involves replacement of non-standard boxes, the existing lid shall be salvaged and returned to the COB Corporation Yard.



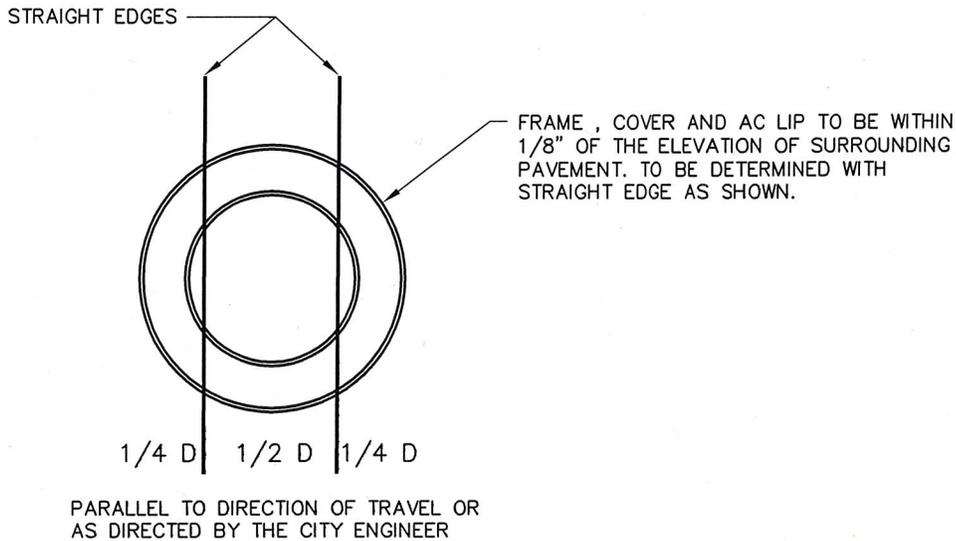
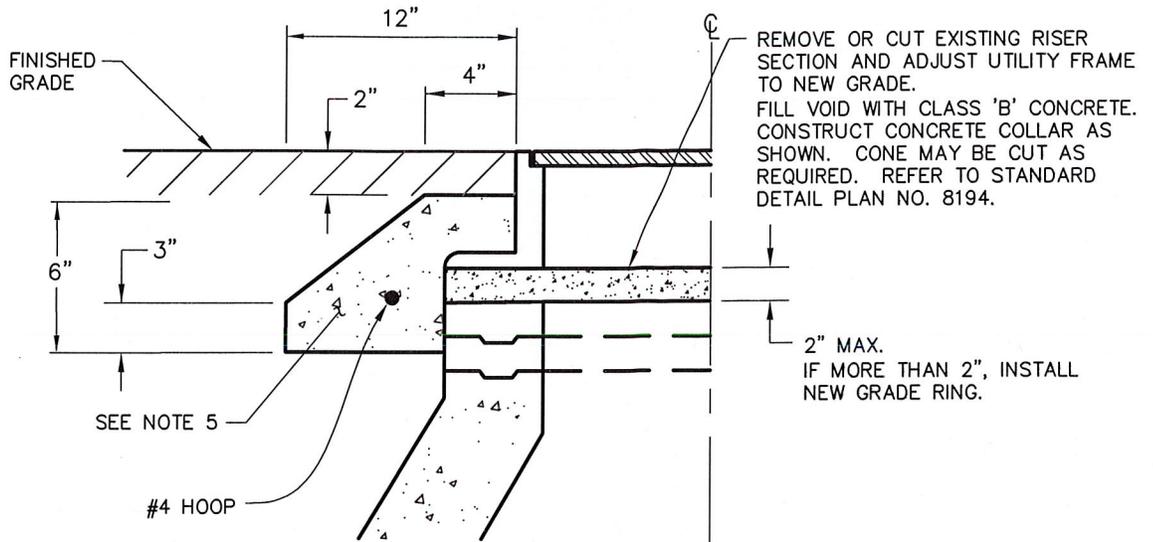
DOMED BRASS MARKER



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: <i>N. Patel</i> CITY ENGINEER		11-17-17 DATE:	

SYMMETRICAL ABOUT
CENTERLINE



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 REQUIRED 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 SPECIFICATIONS (GREENBOOK) SECTION 201-1.1.2 AND BE CLASS 560-B-3250.

DESIGN: TP	DATE: 5/23	PLAN: 8193
DRAWN: LG	SCALE: N.T.S.	FILE: 20B-169
CHECK: KE		

APPROVED: *[Signature]* DATE: 5-23-18
CITY ENGINEER

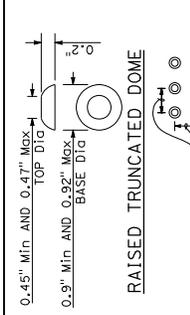
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAIL

MANHOLE FRAME & COVER
ADJUSTMENT

DI#	COUNTY	ROUTE	POST MILES	SHEET TOTAL SHEETS

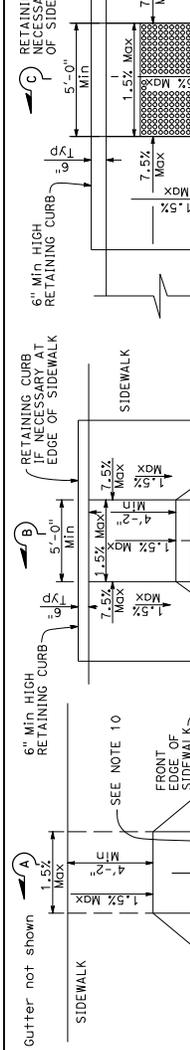
REGISTERED CIVIL ENGINEER
 REBECCA LYNN MORRY
 No. CS4415
 Exp. 12-31-23
 STATE OF CALIFORNIA

August 1, 2022
 THE DATE OF THIS DRAWING IS THE DATE OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN SHEET.



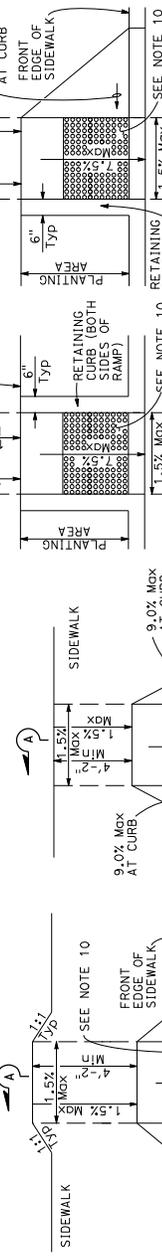
RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

SEE NOTE 10



NOTES:

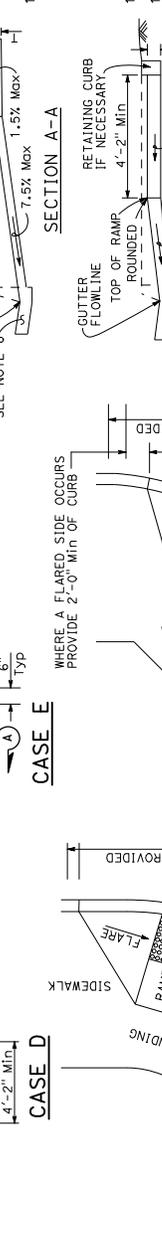
- As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in a detail shall not be the same as the case shown through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
- Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
- Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1v:20h (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
- Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
- The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1/4 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
- Sidewalk and ramp thickness "T", shall be 3/2" minimum.
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



CURB RAMP DETAILS
 NO SCALE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

A88A



DETAIL B
 TYPICAL ONE-RAMP CORNER INSTALLATION
 See Notes 1 and 3

DETAIL A
 TYPICAL TWO-RAMP CORNER INSTALLATION
 See Note 1

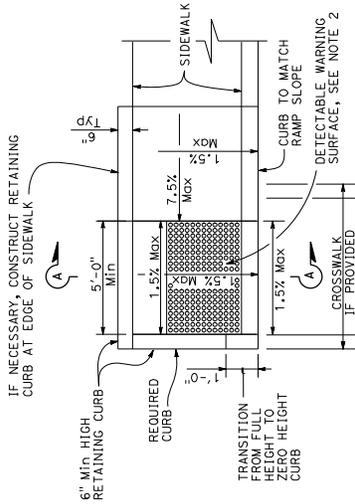
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DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET TOTAL SHEETS

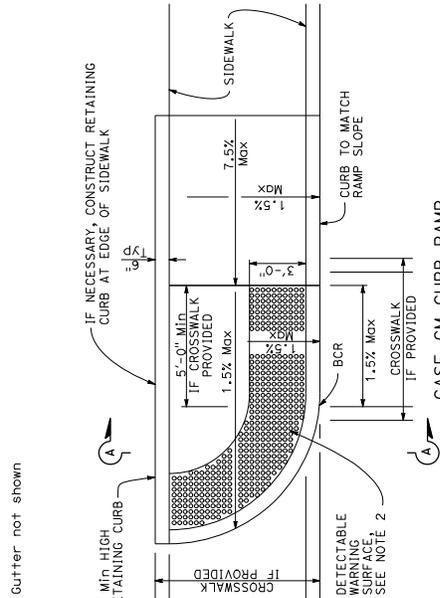
REGISTERED CIVIL ENGINEER
 August 1, 2022
 LICENSE NO. 554415
 EXPIRES 12-31-23
 REISSUED PROFESSIONAL ENGINEER
 REBECCA LYNN MORRY
 CIVIL
 STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA
 DIVISION OF PROFESSIONAL ENGINEERS
 FOR ACTS, SHALL NOT BE RESPONSIBLE FOR
 ERRORS OR OMISSIONS ON THIS SHEET.

NOTES:

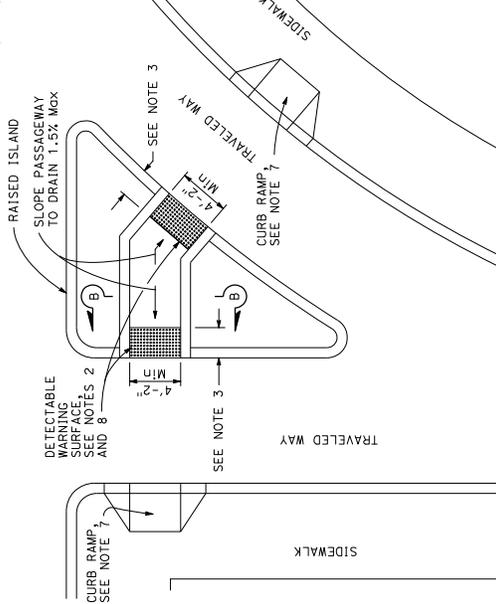
1. Sidewalk, ramp and passageway thickness "t", shall be 3/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than the full width of the passageway, the detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. The full width of the island passageway shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated and adjusted to grade by the contractor prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.



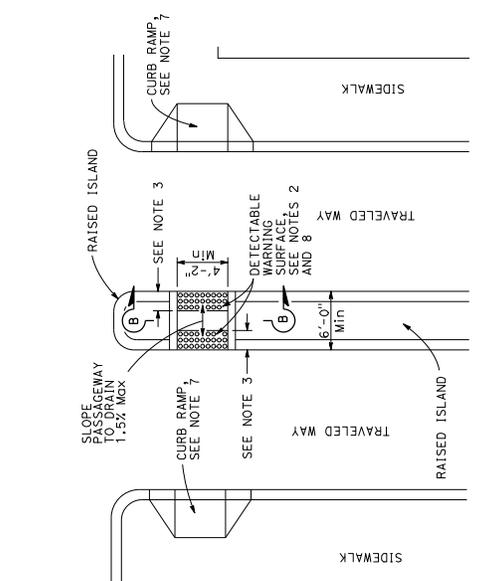
CASE CH CURB RAMP



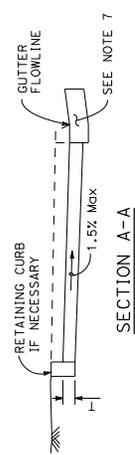
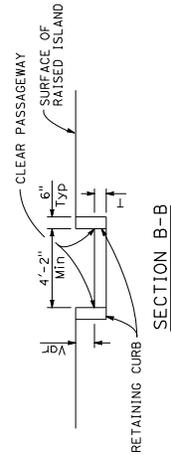
CASE CM CURB RAMP



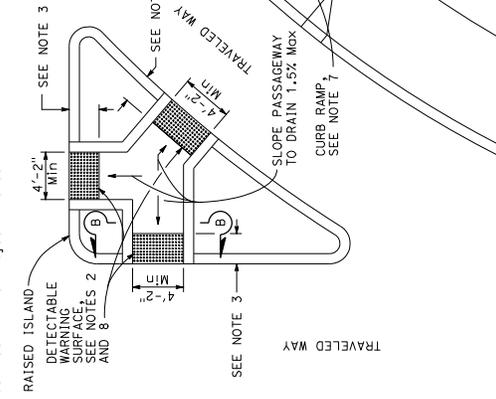
TYPE B PASSAGEWAY



TYPE A PASSAGEWAY



TYPE C PASSAGEWAY



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CURB RAMP AND ISLAND PASSAGEWAY DETAILS

NO SCALE

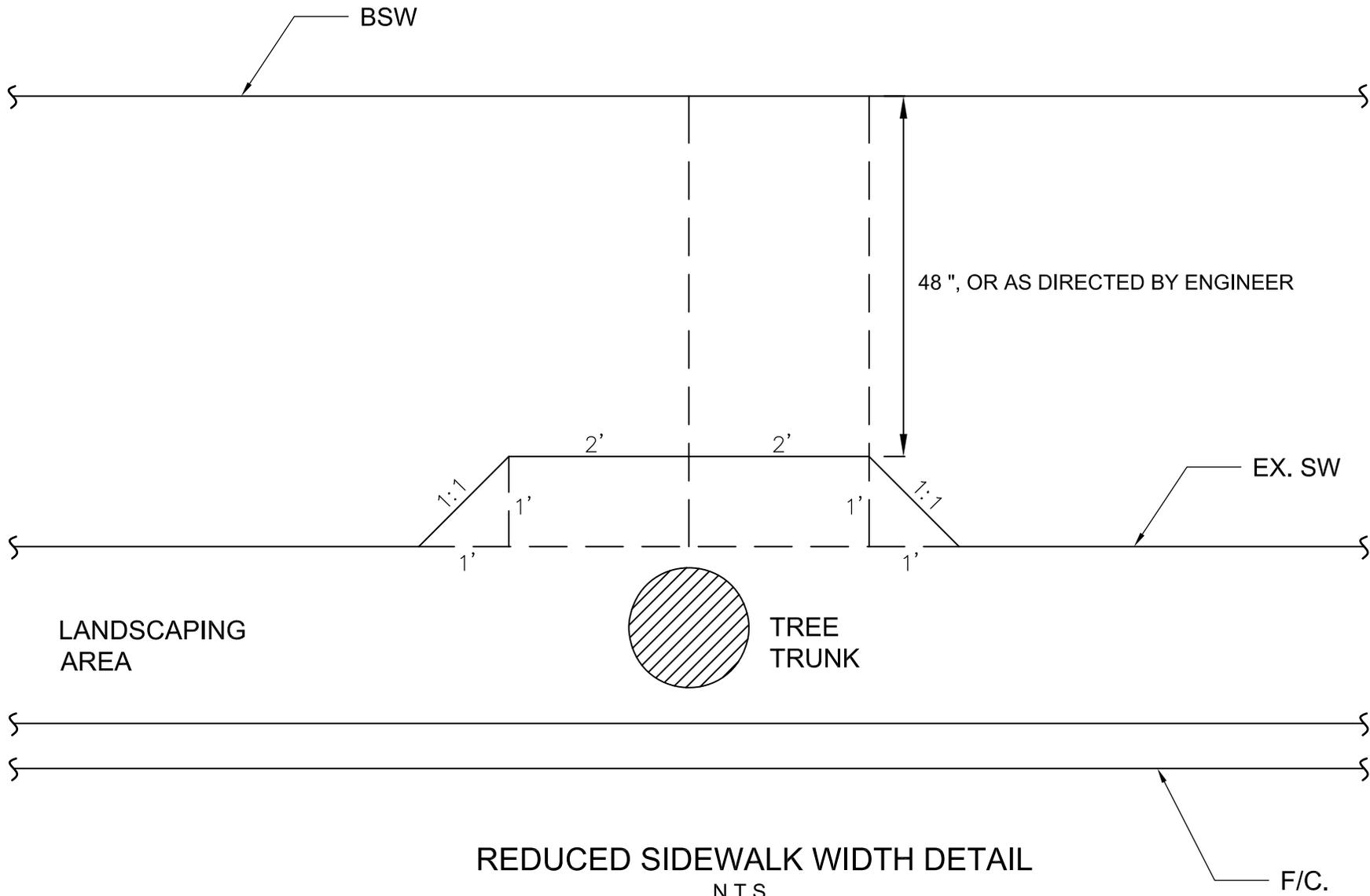
A88B

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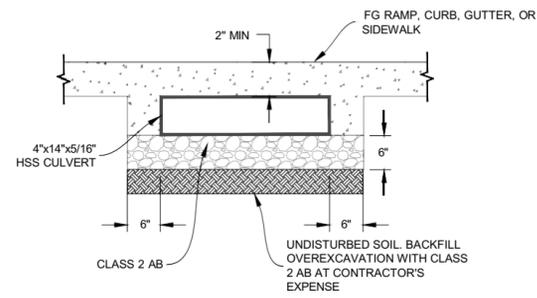
PART G

MISCELLANEOUS SIDEWALK/CROSS DRAIN DETAILS

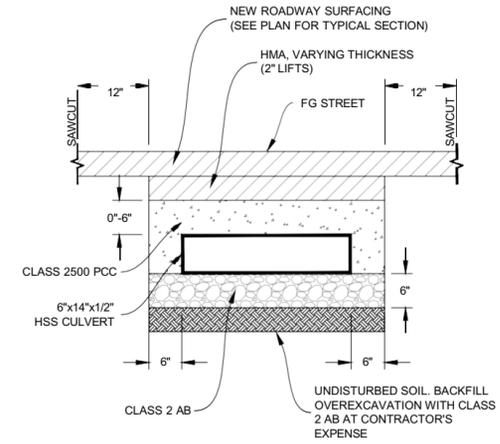
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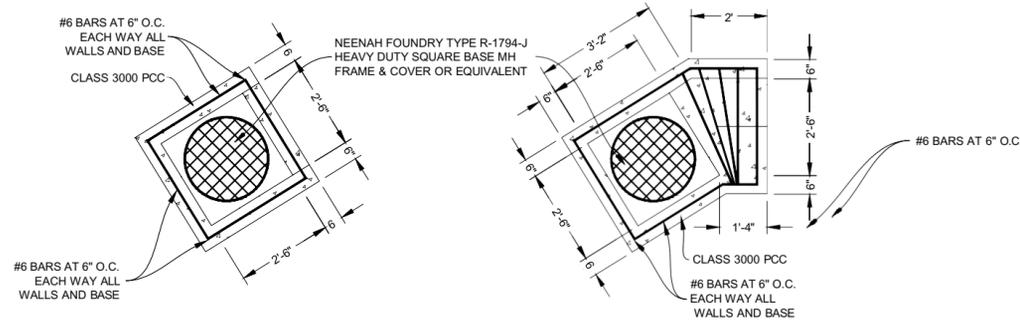
REDUCED SIDEWALK WIDTH DETAIL
 N.T.S



CROSS DRAIN BACKFILL AND RESURFACING UNDER SIDEWALK/CURB RAMP
N.T.S.

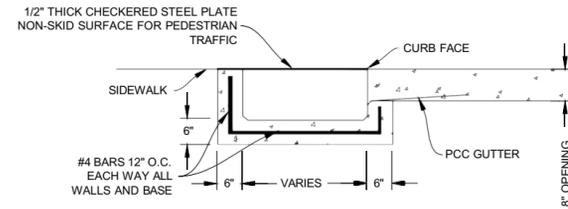


CROSS DRAIN BACKFILL AND RESURFACING UNDER STREET
N.T.S.



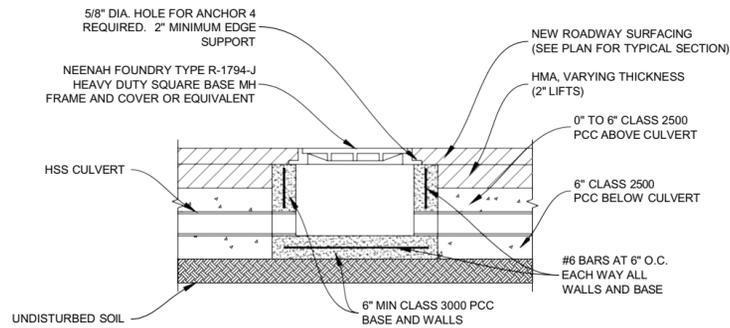
1-JB PLAN VIEW AND REBAR DETAILING

2-JB PLAN VIEW AND REBAR DETAILING

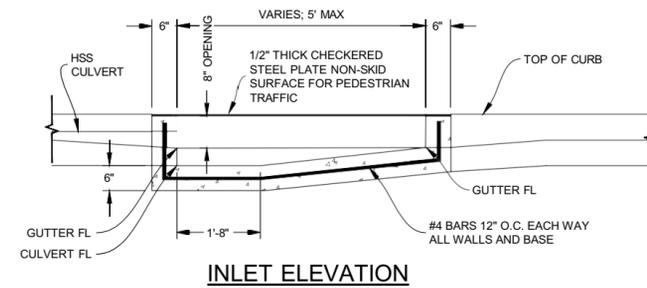


TYPICAL SECTION A-A

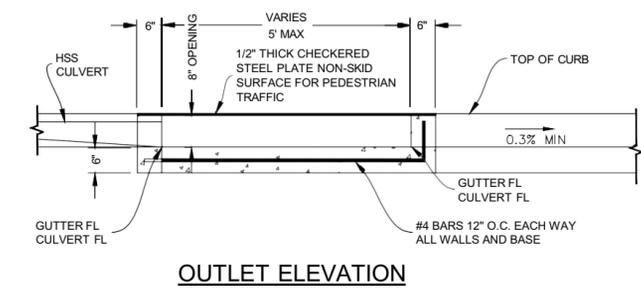
NOTE:
1. WHERE CROSS DRAINS REPLACEMENT IS REQUIRED AT LOCATIONS OF CURB RAMP CONSTRUCTION, THE LAYOUTS, PROFILE, AND ALIGNMENT OF BOTH THE CURB RAMP AND CROSS DRAIN SHALL BE CONDUCTED CONCURRENTLY SO THAT ADA REQUIREMENTS ARE MET, STORMWATER DRAIN PATTERNS MAINTAIN A POSITIVE FLOW IN THE GUTTER AND CROSS DRAIN FLOWLINES, AND SLUMPS ARE AVOIDED IN THE GUTTER FLOWLINE.



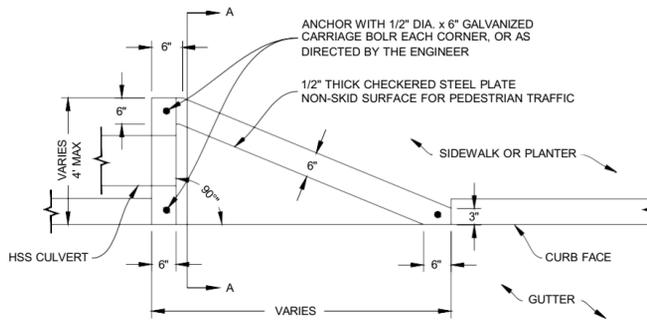
TYPICAL JB VERTICAL SECTION
STORM DRAIN JUNCTION BOX
N.T.S.



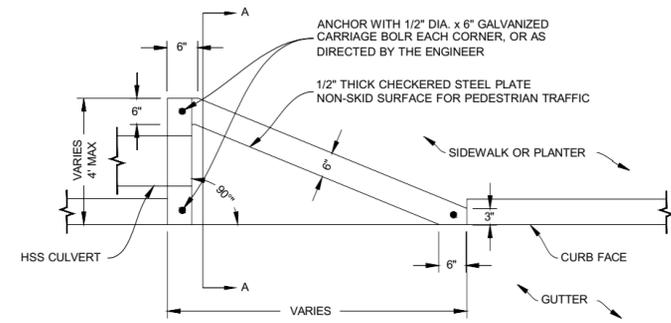
INLET ELEVATION



OUTLET ELEVATION



INLET PLAN



OUTLET PLAN

CROSS DRAIN INLET AND OUTLET

N.T.S.

APPENDIX A

COMMUNITY WORKFORCE AGREEMENT

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CITY OF BERKELEY
COMMUNITY WORKFORCE AGREEMENT

RESOLUTION NO. 70,926-N.S.

CONTRACT AMENDMENT: COMMUNITY WORKFORCE AGREEMENT EXTENSION WITH BUILDING AND CONSTRUCTION TRADES COUNCIL ET AL. FOR CONSTRUCTION PROJECT AT OR ABOVE \$500,000

WHEREAS, since its January 18, 2011 adoption, the Community Workforce Agreement (hereafter CWA) has incorporated community interests by providing Berkeley residents access to quality union jobs with better standards for pay and benefits; and

WHEREAS, by Resolution No. 65,157-N.S. on January 18, 2011, Council approved the CWA for a term of three years and authorized the City Manager to execute the Agreement with the Alameda County Building and Construction Trades Council, AFL-CIO and twenty-two labor organizations regarding the provision of union labor to City construction projects in excess of \$1 million dollars; and

WHEREAS, on May 15, 2012, City Council maintained the CWA's \$1 million dollar threshold for publicly-funded construction projects for an additional twelve months; and

WHEREAS, on June 23, 2015, Council approved Resolution No. 67,111-N.S. reducing the threshold from \$1 million to \$500,000, with that threshold continuing to be based on the engineer's estimate and authorizing the City Manager to extend the then-current CWA for three years; and

WHEREAS, on January 23, 2018, and December 15, 2020, City Council again authorized the City Manager to extend the CWA, the latter extension until June 30, 2023; and

WHEREAS, the CWA will support the efforts of the City to increase employment opportunities for Berkeley residents, including youth, through apprenticeship and pre-apprenticeship programs; and

WHEREAS, the CWA helps to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thus promoting the public interest in assuring the timely and economical completion of the projects.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment with the Building Trades Council and twenty-two labor organizations regarding the provision of labor to construction projects in Berkeley with an estimated value in excess of \$500,000 for a three-year term that will expire June 30, 2026.

The foregoing Resolution was adopted by the Berkeley City Council on June 27, 2023 by the following vote:

Ayes: Bartlett, Hahn, Harrison, Humbert, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

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Article 2 Scope of Agreement

Article 3 Effect of Agreement/Subcontractors

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Article 5 Pre-Job Conference

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Article 7 Union Security

Article 8 Referral and Local Hiring Program

Article 9 Helmets to Hardhats

Article 10 Grievance Procedure

Article 11 Joint Administrative Committee

Article 12 Grievance Arbitration Procedure

Article 13 Jurisdictional Disputes

Article 14 Apprentices

Article 15 Management Rights

Article 16 Wage/ Benefits

Article 17 Modified Master Labor Agreements

Article 18 Drug and Alcohol Testing

Article 19 Savings Clause

Article 20 Entire Agreement

Article 21 Term

Signatures

Agreement to be Bound

COMMUNITY WORKFORCE AGREEMENT
For the
City of Berkeley

This Agreement is made and entered into retroactively from July 1, 2020, by and between the City of Berkeley (“City”) together with other contractors and/or sub-contractors, who shall become parties to this Agreement by signing the “Agreement to be Bound” (Attachment A), and the Local Unions signatory hereto and the Alameda County Building & Construction Trades Council (“Council”) and its affiliated local unions who have executed this Agreement.

PURPOSE

The purpose of this Agreement is to support the efforts of the City to increase employment opportunities for workers who reside in Berkeley, to help increase training and employment opportunities for Berkeley residents in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools, to promote efficiency of construction operations performed for and within the City of Berkeley and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects.

RECITALS

WHEREAS, the successful completion of the City's construction projects is of the utmost importance to the City of Berkeley; and

WHEREAS, the interests of the general public, the City, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and calendar conditions for the workers employed on construction work for and within the City of Berkeley by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, contracts for construction work within the City of Berkeley will be awarded in accordance with the applicable provisions of the Charter of the City of Berkeley, the California State Public Contract Code and the Labor Code, including but not limited to requiring competitive bidding and prevailing wages; and

WHEREAS, the City of Berkeley has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1 **DEFINITIONS**

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Berkeley Resident" means any individual who is a current resident of Berkeley can certify through a utility bill, or other similar means acceptable to the parties to this Agreement that the individual resides within the boundaries of the Berkeley City Limits.

1.4 "City" means the City of Berkeley.

1.5 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch list" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Projects may be completed in phases and Completion of any such phase may occur prior to Completion of the Projects.

1.6 "Contractor(s)" and/or "Subcontractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the City or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Projects. This shall include subcontractors not required to be listed in the bid documents. As applicable depending on its context, "Contractor" shall refer to Contractor or Contractor and Subcontractor.

1.7 "Construction Contract(s)" means all of the contract(s) for construction of any of the Projects.

1.8 "Council" means the Alameda County Building and Construction Trades Council, AFL-CIO.

1.9 "New Apprentice" is a Berkeley Resident who is enrolled in a State of California approved apprenticeship program that is a joint labor management apprentice program for no more than twenty-four months

1.11 “Projects” mean any construction project of the City whose value as estimated by the City meets or exceeds \$500,000 (Five hundred thousand) dollars.

1.12 “Union” or “Unions” means the Council and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

1.13 “Project Manager” means the person or persons or business entity designated by the City to oversee all phases of construction on the Projects.

1.14 “Master Labor Agreement” or “MLA” shall mean the collective bargaining agreement of each craft Union that is Signatory to this Agreement

1.15 “Calendar Day” shall mean any day, relating to any day of the week including Saturday, Sunday and public holidays.

1.16 “Apprenticeship Program” -Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

The apprentice ratios will be in compliance with the applicable provisions of the applicable “Master Labor Agreement”.

ARTICLE 2

SCOPE OF AGREEMENT

21 Parties: This Agreement shall apply and is limited to all Contractors and subcontractors performing Construction Contracts necessary for the Projects, the City, the Council and any other labor organization signatory to this Agreement, acting in their own behalf and behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

22 Project Description: This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Projects. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Projects. Should the City suspend or remove any contract from the Projects and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its

Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.5 of this Agreement.

23 Covered work:

2.3.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation, pipelines, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.2 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects, when those sites are dedicated exclusively to the Projects. This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.)

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

24 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are outside the identified scope of work of the Projects.

2.4.2 This Agreement is not intended to, and shall not affect the current or anticipated operation, maintenance, access or use of any of the City's buildings or facilities, whether or not such facilities are identified in Section 1.7 above.

2.4.3 This Agreement shall not apply to a Contractor or subcontractor's executives, managerial employees, engineering employees, design employees, supervisors (except

those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by the City or its contractors for work not part of the scope of the Projects. Parties performing work shall notify in writing, The Council and The District of any work being performed near or leading to the site work that is not covered by this agreement. Further, this Agreement shall not be construed to prohibit or restrict the City or its employees from performing work on or around the Project construction sites or from entering the sites for any purposes deemed necessary or appropriate by the City.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.4.6 This Agreement shall not apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion.

2.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of any Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this Section.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 8, 12 and 13 of this Agreement shall apply to such work.

ARTICLE 3

EFFECT OF AGREEMENT/SUBCONTRACTORS

3.1 By executing this Agreement, the Unions and the City agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.3 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any other party.

3.4 It is understood that this Agreement, together with the referenced MLA , constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the MLA, shall be resolved according to the procedures set forth in Article 12 of this Agreement; provided, however, that should a dispute involve a single MLA and a Contractor signatory thereto, and not involve interpretation or application of this Agreement, then such dispute shall be processed and resolved pursuant to the grievance provisions of that MLA. Should there be a dispute in the first instance as to whether the provisions of Article 12 of this Agreement or the grievance procedures of a MLA apply, the dispute shall be presented initially to arbitrator Judge William Cahill or, if unavailable, arbitrator Earnest Brown, for resolution as to the applicable procedure. Such referral of a dispute as to the applicable procedures shall be done by an immediate conference call among the parties and the arbitrator, and heard and decided within three (3) calendar days. Should the arbitrator hold that Article 12 applies, the parties may, by mutual agreement, submit the issue to the same arbitrator pursuant to the provisions of Article 12, or, absent mutual agreement, commence processing the dispute at Step 1 of that Article.

3.5 Subcontractors. At the time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction or construction trucking work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5.1 Each Contractor and Subcontractor shall evidence their agreement to be bound to this Agreement by executing the Agreement To Be Bound form attached hereto as Appendix A. A copy of the Agreement To Be Bound executed by the Contractors and Subcontractors shall be submitted to the Union(s) prior to both the commencement of work and the Pre-Job Conference and will be a required submittal within the City's bid packages. If the Contractor or Subcontractor refuses to execute the Agreement To Be

Bound, then such Contractor or Subcontractor shall not be awarded a Construction Contract to perform work on the Projects. A Contractor or Subcontractor who executes the Agreement to Be Bound shall be considered a signatory party to this Agreement.

36 It is understood that the liability of each Contractor and Subcontractor and the liability of each Union under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor or Subcontractor.

37 With regard to any Contractor or subcontractor that is independently signed to any MLA, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in section 3.7.1 of this Agreement. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory employers and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft Unions and their respective signatory employers under a MLA, except as specifically set forth in section 3.7.1 in this Agreement. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a MLA, the provisions of this Agreement shall prevail

3.7.1 If a craft Union (“Aggrieved Union”) believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft Union’s successful enforcement of the subcontracting clause in its MLA, as permitted by section 3.7 of this Agreement, the Aggrieved Union may submit a claim under the jurisdictional dispute resolution procedure contained in Article 13 of this Agreement and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft Union under the subcontracting clause of its MLA, as permitted under section 3.7 of this Agreement, shall be valid and fully enforceable by that craft Union unless it conflicts with a jurisdictional award made pursuant to Article 12 of this Agreement. If the award made under MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, JURISDICTIONAL
DISPUTES AND LOCKOUTS

4.1 The Unions, City and Contractor agree that for the duration of the Projects:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or construction persons employed on the Projects, at a job site of the Projects or at any other facility of the City because of a dispute on the Projects. Nor shall the Unions or construction persons employed on the Projects participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing,

slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 As to construction persons employed on the Projects, there shall be no lockout of any kind by a Contractor covered by this Agreement. It shall not be a violation of this Article if a Contractor or Subcontractor (1) suspends or terminates a portion of the Project work or (2) discharges an employee for just cause.

4.1.3 If a MLA between a Contractor and the Union expires before the Contractor completes the performance of a Construction Contract and the Union or Contractor gives notice of demand for a new or modified MLA, the Union agrees that it will not strike, picket, hand-bill, slowdown or engage in any other disruptive activity against the Contractor and the Contractor will not lockout construction persons of the Union on said Construction Contract for work covered under this Agreement and the Union and the Contractor agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified MLA is reached between the Union and Contractor. If the new or modified MLA reached between the Union and Contractor provides that any terms of the new MLA shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified MLA which are applicable to construction persons employed on the Projects within seven (7) calendar days.

4.2 A party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity when a breach of this Article 4 is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify, by the most expeditious means available, with notice by facsimile, electronic mail or telephone to the City, to the party alleged to be in violation, to the Council and to the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated permanent arbitrator, Judge William Cahill, or if unavailable, his alternate Ernest Brown, who shall attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The Arbitrator shall notify the parties by facsimile, electronic mail or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of this Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to

award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article 4 and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article 4, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligations under this article.

4.3 Liquidated Damages. If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

ARTICLE 5

PRE-JOB CONFERENCE

5.1 A mandatory pre-job conference shall be held prior to the commencement of each Construction Contract. Such conference shall be attended by a representative each from the participating Contractor(s) and Union(s) and the Project Manager. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a

goal that such conferences will be held at least 21 work days before the work commences.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of or because of race, color, creed, national origin, ancestry, age, religious or political affiliation, gender, sexual orientation or disability against any person, or applicant for employment on the Projects.

ARTICLE 7
UNION SECURITY

7.1 The Contractors recognize the Union(s) as the sole bargaining representative of all construction persons working within the scope of this Agreement.

7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Projects, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union construction persons from joining the local union.

ARTICLE 8
REFERRAL AND LOCAL HIRE PROGRAM

8.1 Referral

8.1.1 Contractor (s) performing construction work on the Projects described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto ("Job Referral System"). Such Job Referral System will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and nondiscrimination.

8.1.2 The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.1.3 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions(s).

8.1.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a seventy-two (72) hour period after

such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain employees from any source. Contractor(s) shall promptly notify the Union(s) of any applicants hired from other sources. This provision does NOT affect core employees as defined below.

8.15 Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s).

8.16 Core Employees

All parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available, and bona-fide Berkeley Residents for Project work.

8.17 The parties also recognize and support the City's commitment to provide opportunities for participation on the Projects to Berkeley Residents who are regular, experienced employees ("Core" employees) of contractors and subcontractors awarded work on the Projects and who do not traditionally work under a local collective bargaining agreement(s). In furtherance of this commitment, the parties agree that such contractors and subcontractors awarded work on the Projects may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) Possess any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the one hundred and eighty (180) calendar days prior to the contract award;
- (4) Have the ability to perform safely the basic functions of the applicable trade, and
- (5) Are Berkeley residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

8.1.8 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall before commencing Project work. If there is any question regarding an employee's eligibility under this Subsection 8.2.1, the City Representative, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

8.2 Local Hire

8.2.1 To the extent allowed by law and consistent with the non-discriminatory referral procedures of the Union hiring halls, the Parties agree to a goal that Berkeley Residents will perform a minimum of 20% of the hours worked, on a craft by craft basis for the Projects. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Berkeley Resident workers and in their hiring hall procedures to facilitate this 20% goal on the Projects. In the event that referral facilities maintained by the Union(s) are unable to fulfill the 20% local hire requirement, paragraph 8.2.2 of this Article shall not apply. Contractors shall document all efforts to hire locally and provide such documents to the City of Berkeley. The Council will provide an annual census of Berkeley residents, in each of the crafts party to this agreement, to the City of Berkeley. This report will be provided by August 1 of each year of this agreement.

8.2.2 Should any of the contractors performing work on the Projects fail to meet this 20% goal and fail to demonstrate efforts to do so, through a specific submittal process to be included in their contractual requirements and enforced by the grievance procedure. The contract's 10% retention will be held until such time that this failure is remedied, but not longer than sixty (60) calendar days after the date of substantial completion of the Projects or as required by law, in addition to the breach of contract remedies available to the parties for non-performance under this Agreement.

8.2.3 Apprenticeship & Workforce Development

A) Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s) will be required to hire 1 New Apprentice Berkeley resident as for every \$500,000 dollars or more of total construction bid amount. The New Apprentice(s) must work a minimum of 10% of the projects work hours. The contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the Berkeley project. Certified Payroll must reflect the hours worked.

Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three MC3-approved pre-apprenticeship training programs for referral of Berkeley residents. Unions shall provide written documentation to the contractor in response to dispatch requests to fulfill the New Apprentice requirement, the next tier of residents will come from the Green Corridor.

B) There can be no more than 1 entry-level New Apprentices for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. Unions will agree to cooperate with Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements and or the union agreements with the division of apprenticeship standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the MLA'S. The Unions and Contractors will agree to cooperate with local pre-apprenticeship programs to ensure Berkeley residents have the opportunity to apply for and enter the into the apprenticeship programs.

C) The intent of this provision is to utilize Berkeley Resident New Apprentices to the fullest extent permissible by state law and the MLA. Failure of Contractor(s) and their subcontractors to maintain qualified apprentices on the job will be subject to further penalties as determined by the Grievance Committee as identified in Article 12.

8.11 Enforcement, Compliance & Reporting.

Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this article. At a minimum the monthly reports must include 1) data on Berkeley Resident's work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the union dispatchers for Berkeley Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 12.

ARTICLE 9 **HELMETS TO HARDHATS**

9.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

9.2 The Union(s) and Contractor(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Any Contractor which is not otherwise bound through an agreement with a Union to a grievance procedure which confers jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the arbitration procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered by this Agreement without just cause.

ARTICLE 11
JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee comprised of at least one and up to two (2) representatives representing the City; two (2) representatives of the signatory Unions and The Council; and one industry representative, mutually selected by the City and The Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The Joint Administrative Committee shall meet at the request of either party, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects including, but not limited to, compliance with Article 8, prevailing wage, safety, Workforce development and Industry trends. Requests for certified payroll made by a Joint Labor/Management Committee to which the Union(s) signatory to this Agreement are a party shall be provided as allowed by law.

ARTICLE 12
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party provides notice in writing to the signatory party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving to the dispute. The time limits in this Article 12 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of grievance, the Business Representative of the involved Local Union, the City's authorized representative, representative of the construction person, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 1, either involved party may submit it within three (3) calendar days to Grievance Committee. The Grievance Committee shall consist of one (1) person selected by the City and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the subcommittee), to confer in an attempt to resolve the grievance. The decision of the Grievance Committee shall be legal, final and binding. If the dispute is not resolved within such time seven (7) calendar days after its referral or such longer time as mutually agreed upon) it may be referred within seven (7) calendar days by either party to Step 3.

Step 3: Within seven (7) seven calendar days after referral of a dispute to Step 3, the representatives shall submit the matter to the designated permanent Arbitrator, Judge William Cahill.

12.3 In the event that Judge Cahill is unavailable, the arbitrator shall be Earnest Brown.

12.4 The Arbitrator shall arrange for a hearing no later than fourteen days (14) calendar days after the matter has been submitted to arbitration. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 12.1 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without the request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.5 The decision of the Arbitrator shall be binding by all parties. The Arbitrator shall not have authority to change, amend, add, or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.6 In order to encourage the resolution of disputes and grievances at Step 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 13 **JURISDICTIONAL DISPUTES**

131 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

132 All jurisdictional disputes on this Project between or among the Union(s) and the Contractor/Employer(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employer(s) and Union(s) parties to this Agreement.

13.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

133 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

134 Each Contractor/Employer(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer, Coordinator and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor(s) may be held together.

ARTICLE 14 **APPRENTICES**

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor (s) shall employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

14.4 All Apprentices will come from a State approved Labor Management Apprenticeship program.

ARTICLE 15 **MANAGEMENT RIGHTS**

15.1 The Contractor shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion with regard to the following: the hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees (in accordance with Article 9); the determination of the number of employees needed for the Project work; the selection/hiring of foremen and supervisors; the assignment and schedule of work; the requirement of overtime work, the determination of when it will be worked, and the number of employees engaged in such work, except as otherwise limited by the terms of this Agreement and/or the MLA. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of construction persons except that the lawful manning provisions of the MLA shall be recognized.

ARTICLE 16 **WAGES/BENEFITS**

16.1 **Wages.** All construction persons covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in the applicable MLA for such craft work and in compliance with the applicable prevailing wage rate determination.

16.2 **Benefits.** Contractor agrees to pay contributions into established construction person benefit funds in the amounts designated in the appropriate MLA; provided, however, that each Contractor and Union agree that only such bona fide construction person benefits as included in the prevailing wage determination shall be included in this requirement and required to be paid by the Contractor under this Agreement; provided further, however, that this provision does not relieve Contractors signatory to a local collective bargaining agreement with a signatory Union which would be applicable to the Projects from making

any other fund contributions (including, but not limited to, those for contract administration), required by such local agreement. Contractor shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article. By signing this Agreement, the Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements, specifying the detailed basis on which the payments are to be made into, and the benefits paid out of, such Trust Funds.

16.3 Compliance. It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article 15. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

ARTICLE 17 **MODIFIED MASTER LABOR AGREEMENTS**

17.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified MLA which are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or which may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Article 12 hereof.

ARTICLE 18 **DRUG and ALCOHOL TESTING**

18.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

18.2 Employer shall be allowed to utilize employment drug screens. All personnel are subject to random alcohol and drug/alcohol testing at any time, except, the following changes will apply. Employer shall follow said Unions Master Labor Agreement drug polices, regulations and limits. Body fluid tests will utilize urine and saliva specimens. Employer may also selectively require an employee to undergo alcohol or drug/alcohol testing if Employer has reasonable cause to believe that an employee's ability to work safely may be impaired. All requirements and activities of the Employer with regard to drug/alcohol testing shall comply with the provisions of State law.

ARTICLE 19
SAVINGS CLAUSE

19.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by the court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE 20
ENTIRE AGREEMENT

20.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLA, shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail. Nothing contained in a MLA, working rule, by-laws, constitution or other similar document of the Unions shall in any way affect, modify or add to this Agreement unless otherwise specifically set forth in this Agreement or mutually agreed to in writing executed by the parties.

20.2 The parties agree that this Agreement covers all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

20.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

ARTICLE 21
TERM

21.1 The Agreement shall be included as a condition of the award of the Construction Contracts.

21.2 The Agreement shall continue in full force and effect for a term of three years from the Effective Date of June 30, 2020 through June 30, 2023 and shall be applicable to all Projects until completion that are advertised for bidding during the term.

21.3 This Agreement shall continue in full force and effect until Completion of the Project. The parties may mutually agree to extend and/or amend this Agreement.

SIGNATURES

City of Berkeley

By: Dee Williams-Ridley

Dee Williams-Ridley, City of Berkeley City Manager

Date: 2/10/21

Alameda County Building & Construction Trades Council, AFL-CIO

DocuSigned by:
Andreas Cluver
By: 5C9F6AE6571848E

Andreas Cluver, Secretary-Treasurer for the Building Trades Council of Alameda County on behalf of the Signatory Unions

Date: 1/26/2021

Signatory Unions

Asbestos Workers, Local 16 Boilermakers, Local 549

Bricklayers & Allied Craftsmen

Local 3 Cement Masons, Local 300

Electrical Workers, Local 595

Elevator Constructors, Local 8

Hod Carriers, Local 166

Iron Workers, Local 378

Laborers, Local 67

Laborers, Local 304

Operating Engineers,

Local 3 Plasterers, Local 66

Roofers, Local 81

Sheet Metal Workers, Local 104

Sign Display, Local 510

Sprinkler Fitters, Local 483

Teamsters, Local 853

**United Association of Journeymen and Apprentices Fitting Industry,
Underground Utility & Landscape, Local 355**

**United Association of Steamfitters, Ironworkers City and the RDA Council
of Pipefitters, Plumbers, & Gas California Fitters, Local 342**

Council No. 16 Northern California

International Union of Laborers

Painters & Allied Trades (On behalf
of Painters, Local 3; Carpet & Linoleum
Layers, Local 12; Glass Workers, Local
169; Auto& Marine Painters, Local 1176)

Northern California Carpenters

Regional Council (on behalf of Carpenters,
Local 713; Carpenters, Local 2236; Lathers,
Local 68L; Millwrights, Local 102; Pile
Drivers, Local 34)

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 of 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 (of 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: _____

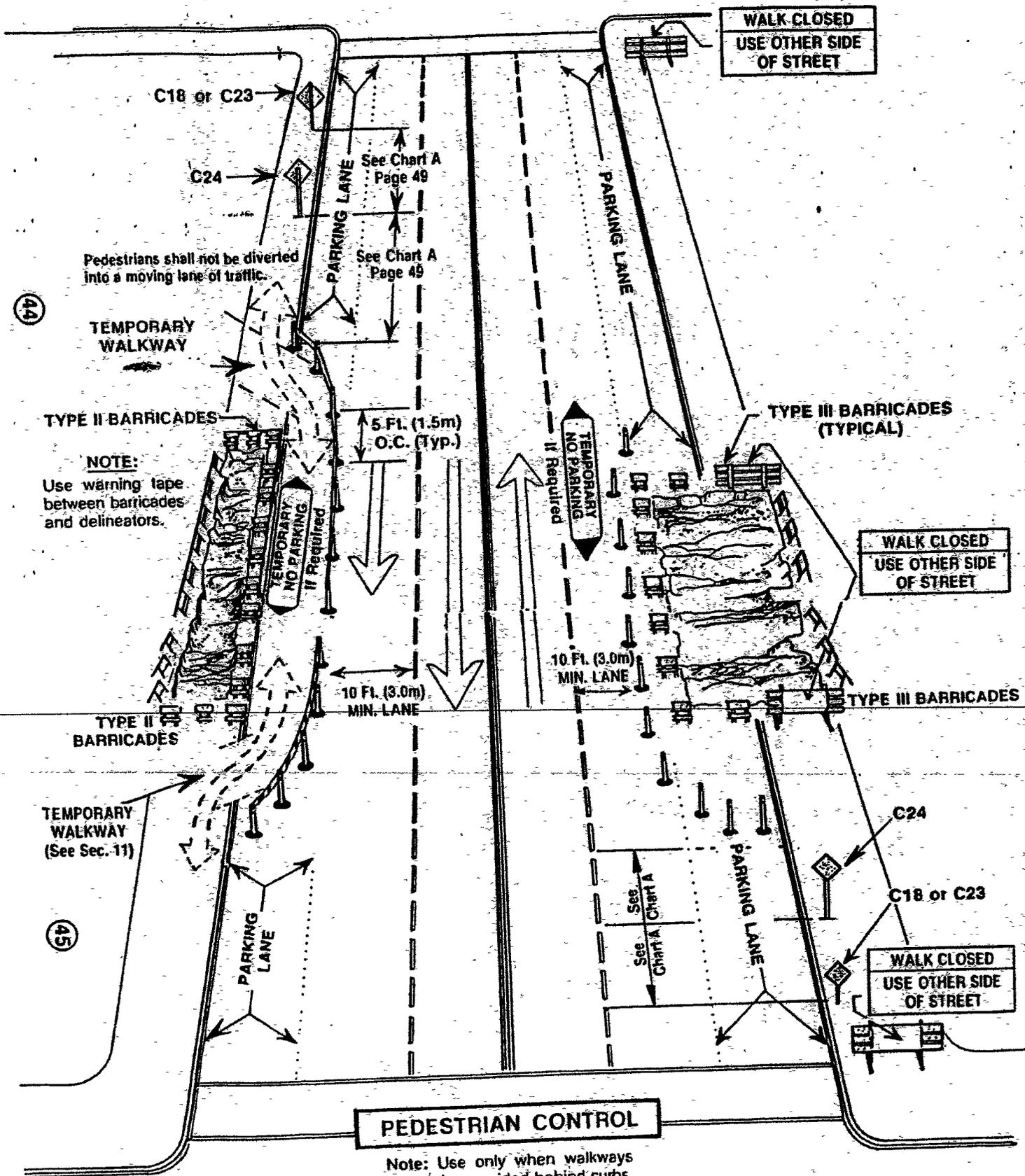
Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

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APPENDIX B

PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS



Note: Use only when walkways cannot be provided behind curbs.



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**

<p>MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR <i>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.</i></p> <ul style="list-style-type: none"> • 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. 	<p>TEMPORARY RAMPS CONFORMING TO ACCESSIBILITY STANDARDS <i>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.</i></p> <ul style="list-style-type: none"> • 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.
<p>CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING <i>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.</i></p> <ul style="list-style-type: none"> • 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. 	<p>IDENTIFICATION OF SAFE PATH OF TRAVEL <i>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.</i></p> <ul style="list-style-type: none"> • 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
<p>SURFACING OF PEDESTRIAN CORRIDORS <i>During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.</i></p> <ul style="list-style-type: none"> • 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. 	<p>RESTORATION OF PEDESTRIAN ROUTES <i>After construction, the site shall be returned to its former condition, or new condition as required.</i></p> <ul style="list-style-type: none"> • 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.

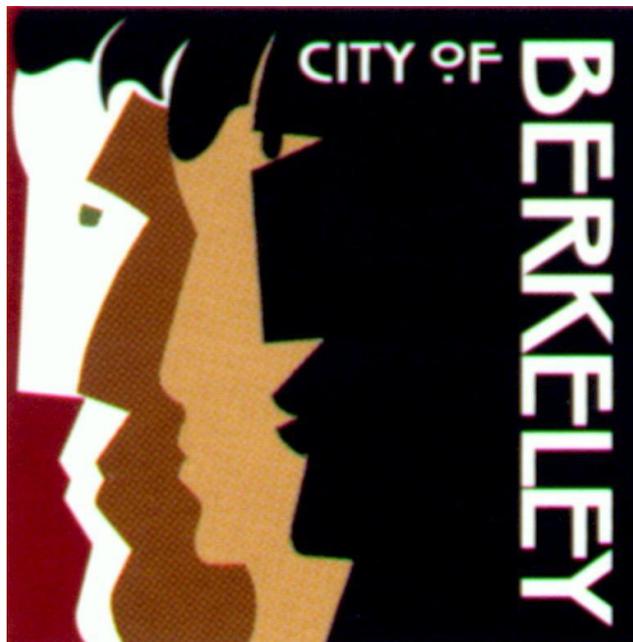
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APPENDIX C

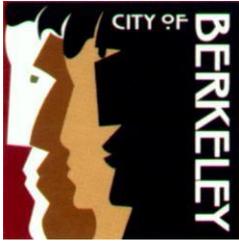
CITY OF BERKELEY MONUMENT REFERENCE GUIDELINES

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City of Berkeley Monument Reference Guidelines



**A guide to Monument Referencing in the City of Berkeley as required by
the Professional Land Surveyors' Act (Business and Professions Code)
Section 8771 et. seq.**



City of Berkeley Monument Reference Guidelines

May 13, 2019

GENERAL

City Monuments consist of many different kinds of physical objects but regardless of the specific description of the object deemed to be a City Monument, the actual physical location must be accurately preserved.

STANDARD PRACTICE

Standard Practices detailed below are to be followed when referencing a City of Berkeley Monument.

FIELD PRACTICES

Whenever a monument appears to be threatened with removal or disturbance, the monument must be referenced, both horizontally and vertically, by or under the direction of a licensed land surveyor or civil engineer legally authorized to practice land surveying in the State of California. For each monument referenced, a minimum of four (4) reference points must be set and tagged with the appropriate license number of the land surveyor or civil engineer. All reference points shall be durable and have a known location relative to the monument so that the monument can be accurately replaced from the references. When available, sound concrete is the best site for setting reference points. Brass or bronze disks, Mag Nails (or similar concrete nail) with washers, surveyor's nails & tags, etc., should be used in those cases where the reference can be set on sound concrete curb, gutter, sidewalk, wall, etc. In no case shall lead be used as any part of the reference point. The important criteria are that any concrete structure meets the following basic tests:

1. Good condition (not cracked, lowered or raised as compared to the adjacent concrete, or otherwise damaged);
2. Accessible for setup, not blocking traffic and preferably on public right of way. If a reference point must be set outside the public right of way, permission to do so must be acquired by the surveyor performing the referencing. The City of Berkeley, by promulgation of these standards, is not giving permission to perform any task on private property;
3. Positioned to survive the conditions that put the original monument at risk, such as a street rehabilitation

project, a sanitary sewer rehabilitation project, etc.;

4. Positioned to survive any foreseeable (as evidenced by a visual inspection of the site) construction such as curb ramp construction/replacement, curb replacement, sidewalk replacement, utility relocation, etc. The City of Berkeley has a strong commitment to insuring accessibility throughout the City. Existing curb ramps are frequently replaced with code compliant curb ramps with truncated domes. Damaged sidewalks and curbs are replaced as well. Additionally the City commonly installs curb ramps at crosswalks where none currently exist, therefore those locations shall be avoided when placing reference points;
5. The primary consideration in choosing the placement of a reference point shall be to assure its safety and stability in perpetuity. For example, no reference point should be set near any trees with roots likely to raise or damage the surface upon which the reference point has been set.

If no suitable concrete is available, a metal bar or pipe, with a tagged cap or plug, may be used provided that it is set flush in sound soil or pavement. Setting metal bars or pipes has the possibility of damaging subsurface infrastructure. It shall be the duty of the surveyor performing the referencing to assure that the site is properly evaluated for subsurface infrastructure. Sole responsibility for any resulting damage thereto shall be borne by the surveyor responsible for the damage. No reference point shall be set on private property without the surveyor performing the referencing first obtaining permission from the property owner.

DOCUMENTATION

Within two (2) weeks of the completion of any monument referencing, a Corner Record for each monument referenced shall be filed with Alameda County, and copies of the signed sealed submittals of the Corner Record(s) shall be provided to the City of Berkeley, Public Works Department, Engineering Division, Survey Section.

CORNER RECORD MONUMENT AND REFERENCE POINT CONDITIONS AND DESCRIPTIONS

Corner Records shall include a detailed description of the monument referenced and reference points set:

1. Description of monument character and setting (2" brass disc stamped CITY OF BERKELEY UNLAWFUL TO DEFACE in monument well, 3/4" brass pin in monument well, 1" square iron bar in monument well, 1-1/2" iron pipe in soil, etc.);
2. Description of monument reference point character and setting (1" brass disc stamped LS ##### in concrete, mag nail & washer stamped LS ##### in top of curb, nail & tag LS ##### in concrete walk, rebar & cap LS ##### in asphalt pavement, etc.);
3. Labeled with the official City of Berkeley monument designation (B#####);
4. North arrow and graphic scale;
5. Note pertaining to the method used for establishing the reference point elevations.

UNACCEPTABLE REFERENCE POINTS

In no case will lead, or any other material that may cause harm, be used in any portion of the referencing process. Sole responsibility for the removal of such products and any harm they cause will be borne by the surveyor responsible for using the product in the referencing process.

Cut crosses, scribed lines, permanent marker, paint, wood hubs, etc., due to their limited lifecycle, may not be used as a reference point.

No reference point may be set on any fire hydrant or similarly temporary fixture.

VERTICAL REFERENCE POINTS

When performing the vertical referencing of a monument, differential leveling practices shall be used. The Corner Record shall include a minimum of four (4) vertical reference points. It is preferable that the horizontal reference points also be used for the vertical referencing.

All vertical references shall be based on a value and datum provided by the City of Berkeley, Public Works Department, Engineering Division, Survey Section, at the time of the request for referencing. Note that the value associated with any control point in the City's vertical and horizontal network is subject to change as the City periodically recalculates its position.

APPENDIX D

TWO WEEK LOOK AHEAD SCHEDULE EXAMPLE

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2 WEEK LOOK-AHEAD SCHEDULE

MONDAY'S DATE:

1/31/2022

ADDRESS/SUBTASK	LAST WEEK							THIS WEEK							NEXT WEEK							NOTES
	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	
	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
129 MAIN ST	←		F																			
PAVE ASPHALT PLUG		X																				
BACKFILL/CLEANUP			X																			
123 MAIN ST		S																		F		
SAWCUT/DEMO/EXCAVATE SIDEWALK		X	X																			
TREE ASSESSMENT				X																		
TREE WAITING PERIOD					X	X			X	X	X	X										TREE RECOMMENDED REMOVAL. 7 DAY WAITING PERIOD
TREE REMOVAL													X									
BASE ROCK/GRADE/COMPACT																X						
FORM/POUR CONCRETE																	X					
BACKFILL/CLEANUP																		X				
125 MAIN ST		S				F																
SAWCUT/DEMO/EXCAVATE SIDEWALK		X	X																			
TREE ASSESSMENT				X																		
ROOT PRUNING				X																		
BASE ROCK/GRADE/COMPACT				X																		
FORM/POUR CONCRETE					X																	
BACKFILL/CLEANUP						X																
127 MAIN ST								S												F		
SAWCUT/DEMO/EX CURB+GUTTER								X	X													
TREE ASSESSMENT											X											
ROOT PRUNING											X											
BASE ROCK/GRADE/COMPACT											X											
FORM/POUR CONCRETE												X										
PAVE ASPHALT PLUG																X						
BACKFILL/CLEANUP																	X					
129 MAIN ST								S														→
SAWCUT/DEMO/SIDEWALK								X	X													
TREE ASSESSMENT											X											
TREE WAITING PERIOD												X	X			X	X	X	X			
TREE REMOVAL																					X	

LEGEND

→ = WORK AT ADDRESS SPANS PREVIOUS/NEXT LOOK-AHEAD SCHEDULE

S = START

F = FINISH