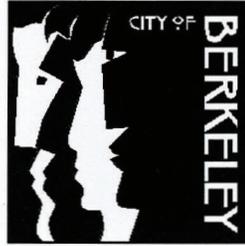


CITY OF



BERKELEY

DEPARTMENT OF PARKS, RECREATION, AND
WATERFRONT

CAPITAL IMPROVEMENTS PROJECTS

SPECIFICATIONS

FOR

CESAR CHAVEZ PARK PERIMETER PATHWAY IMPROVEMENT
PROJECT

SPECIFICATION NO. 25-11702-C

MARCH, 2025

ADVERTISEMENT DATE: TUESDAY, MARCH 18, 2025

PRE-BID CONFERENCE: NONE

BID OPENING DATE: 2:00 PM, THURSDAY, APRIL 10th, 2025

Approved By:

A blue ink signature of Scott Ferris, written over a horizontal line.

Scott Ferris
Director of Parks, Recreation, and
Waterfront

1947 CENTER STREET, 5TH FLOOR, BERKELEY, CALIFORNIA 94704
(510) 981-6700

CITY OF BERKELEY
DEPARTMENT OF PARKS, RECREATION AND WATERFRONT
CAPITAL IMPROVEMENT PROJECTS

SPECIFICATIONS

FOR

**CESAR CHAVEZ PARK PERIMETER PATHWAY IMPROVEMENT PROJECT
SPECIFICATION NO. 25-11702-C**

Prepared under the direction of:



Robert Chan, P.E.
Assistant Civil Engineer

Reviewed by:



Nelson Lam, P.E.
Supervising Civil Engineer

Parks, Recreation and Waterfront Department
Capital Improvement Projects
1947 Center Street, 5th Floor
Berkeley, California 94704
Project Manager: Robert Chan, P.E.

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NOTICE TO BIDDERS

1. Sealed bids will be received by the City of Berkeley, Finance Department – General Services Division in their office at 2180 Milvia Street, 3rd Floor, Berkeley, California 94704, Telephone (510) 981-7200, up to the hour of:

2:00 P.M., Thursday, April 10th, 2025

At which time bids will be publicly opened and read by the General Services Manager for **CESAR CHAVEZ PARK PERIMETER PATHWAY 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:

**CESAR CHAVEZ PARK PERIMETER PATHWAY IMPROVEMENT PROJECT
SPECIFICATION NO. 25-11702-C**

Pre-Award Conference: The apparent low Bidder will be invited to a pre-award conference tentatively scheduled for 2:00 P.M., Thursday, April 24th, 2025, at 1947 Center Street, 5th Floor, Berkeley, CA.

2. **Scope of Work – CESAR CHAVEZ PARK PERIMETER PATHWAY IMPROVEMENT PROJECT:** The work done under these specifications includes but is not limited to: full depth reclamation, minor grading, asphalt concrete paving, header board, crusher fines shoulder, limited railing, repairing rock slope protection, adjustment of monitoring wells and irrigation valves, building concrete pads for future trash receptacles, and relocating and reinstalling minor site features needed for construction.
3. California Contractor License Classification required: **A - General Engineering**
4. Location: The work is located at **Cesar Chavez Park, 11 Spinnaker Way, Berkeley, CA 94710**
5. Project plans and specifications may be obtained online at the City of Berkeley's website under Bid & Proposal Opportunities:

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

Bidders are responsible for notifying Robert Chan, P.E., Assistant Civil Engineer, by email at RoChan@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: Robert Chan RoChan@berkeleyca.gov (510) 981-6392. Questions concerning the anticipated work or scope of the Project should be directed to Robert Chan, P.E., Assistant Civil Engineer, by email at RoChan@berkeleyca.gov, no later than 5:00 P.M., Wednesday, April 2nd, 2025.

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)

Base Bid

Item No.	Description*	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Mobilization and Demobilization (Including Staging Area)	1	LS	\$ _____	\$ _____
2.	Prepare and Implement SWPPP – Risk Level 1	1	LS	\$ _____	\$ _____
3.	Temporary Fence ESA	555	LF	\$ _____	\$ _____
4.	Pedestrian Detour	1	LS	\$ _____	\$ _____
5.	Remove Bollards	6	EA	\$ _____	\$ _____
6.	Sign Removal/Reinstallation	6	EA	\$ _____	\$ _____
7.	Bike Rack Removal/Reinstallation	1	EA	\$ _____	\$ _____
8.	Adjust Monitoring Wells to Grade	2	EA	\$ _____	\$ _____
9.	Adjust Irrigation Valve(s) to Grade	1	EA	\$ _____	\$ _____
10.	Rock Slope Protection	260	TONS	\$ _____	\$ _____
11.	RSP Fabric	115	SQYD	\$ _____	\$ _____
12.	Clear and Grub	1	LS	\$ _____	\$ _____
13.	Crusher Fines	245	CY	\$ _____	\$ _____
14.	Asphalt Concrete	995	TONS	\$ _____	\$ _____
15.	Full Depth Reclamation (FDR)	2110	CY	\$ _____	\$ _____

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.	Minor Grading	500	CY	\$_____	\$_____
17.	Header Boards	11,655	LF	\$_____	\$_____
18.	Removable Bollard	6	EA	\$_____	\$_____
19.	Railing	60	LF	\$_____	\$_____
20.	Site Concrete (Concrete Pads)	70	SF	\$_____	\$_____
21.	Class 2 Aggregate Base	1	CY	\$_____	\$_____

TOTAL COST OF BID IN WORDS AND FIGURES: (BID ITEMS 1 THROUGH 21)

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

ADDITIVE BID SCHEDULE A

<u>Item No.</u>	<u>Description*</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	Prepare and Implement SWPPP – Risk Level 1	1	LS	\$_____	\$_____
2.	Clear and Grub	1	LS	\$_____	\$_____
3.	Crusher Fines	30	CY	\$_____	\$_____
4.	Asphalt Concrete	225	TONS	\$_____	\$_____
5.	Full Depth Reclamation (FDR)	360	CY	\$_____	\$_____

BIDDER'S PROPOSAL
 (continued)

6.	Remove and Reinstall Picnic Tables	5	EA	\$_____	\$_____
7.	Site Concrete (Concrete Pads)	20	SF	\$_____	\$_____
8.	Header Boards	1530	LF	\$_____	\$_____
9.	Asphalt Concrete Removal	10	CY	\$_____	\$_____
10.	Class 2 Aggregate Base	1	CY	\$_____	\$_____
11.	Full Depth Reclamation (FDR)	360	CY	\$_____	\$_____

ADDITIVE BID SCHEDULE B – NW Viewing Area

<u>Item No.</u>	<u>Description*</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	Prepare and Implement SWPPP – Risk Level 1	1	LS	\$_____	\$_____
2.	Relocate Bench	5	EA	\$_____	\$_____
3.	Full Depth Reclamation (FDR)	55	CY	\$_____	\$_____
4.	Asphalt Concrete	40	TONS	\$_____	\$_____
5.	Fill (Imported Borrow)	60	CY	\$_____	\$_____
6.	Site Concrete (Concrete Pads)	175	SF	\$_____	\$_____
7.	Full Depth Reclamation (FDR)	360	CY	\$_____	\$_____

BIDDER'S PROPOSAL
(continued)

ADDITIVE BID SCHEDULE C

1.	Trash Receptacle with Site Concrete	4	EA	\$_____	\$_____
2.	Class 2 Aggregate Base	1	CY	\$_____	\$_____

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 Sixty (60) 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 Seventy (70) working days which includes an additional Ten (10) 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. 25-11702-C. The contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within Seventy (70) working days from the date established in the Notice to Proceed.

CITY OF BERKELEY

Dated: _____ By: _____
City Manager

Registered By: _____
Auditor

Attested By: _____

CESAR CHAVEZ PARK PERIMETER
PATHWAY IMPROVEMENT PROJECT

SPECIFICATION NO. 25-11702-C

BIDDER'S PROPOSAL
(continued)
City Clerk

BIDDERS AND CONTRACTORS CHECKLIST

Items Required at Bid opening: 2:00 P.M, Thursday, April 10th, 2025, 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, April 24th, 2025, at 1947 Center Street, 5th Floor, Berkeley, California

- Bidder's Proposals (**One Additional Original Signature Page only**)
- Memorandum of Understanding
- Agreement for Change in Sub-Contractors
- Work Force 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.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Cesar Chavez Park Perimeter Pathway Improvement Project / 25-11702-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. **Cesar Chavez Park Perimeter Pathway Improvement Project / 25-11702-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: _____

OCCUPATIONAL CATEGORIES

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: **Cesar Chavez Park Perimeter Pathway Improvement Project / 25-11702-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

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: **CESAR CHAVEZ PARK PERIMETER PATHWAY
IMPROVEMENT PROJECT, 25-11702-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.

**CESAR CHAVEZ PARK
PERIMETER PATHWAY
IMPROVEMENT PROJECT**

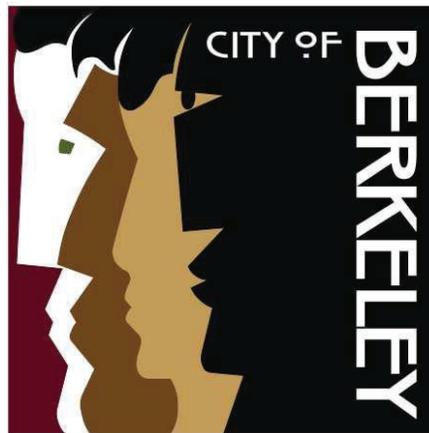
Berkeley, California

Specifications No. 25-11702-C

TECHNICAL SPECIFICATIONS

March, 2025

Bid Set



Owner:

City of Berkeley

Department of Parks, Recreation and Waterfront

1947 Center Street, 5th Floor

Berkeley, CA 94704

Phone (510)981-6700

[w](#)

Engineer:

Mark Thomas

2833 Junction Avenue, Suite 110

San Jose, CA 95134

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03/14/2025

BASE BID

BID ITEM NO. 1 - MOBILIZATION AND DEMOBILIZATION (INCLUDING STAGING AREA)

Mobilization and Demobilization

Mobilization includes preparatory work that must be performed or costs incurred before starting work on the various items on the job site. Mobilization and bonding and insurance costs for prime and subcontractors, equipment delivery and setup, movement of personnel, supplies and incidentals to the project site, installation of sanitation facilities, construction fencing, 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.

The Contractor shall develop a water supply. The Contractor shall contact EBMUD and supply all water needed for construction.

Demobilization shall include, but is not necessarily limited to, preparatory work and operations 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 including removal of all equipment, final site cleanup and all other related mobilization and demobilization costs.

Health and Safety

The Contractor shall fully comply with the Health and Safety Plan for Cesar Chavez Park issued as part of Addendum 1.

MEASUREMENT AND PAYMENT – BID ITEM NO. 1 – MOBILIZATION AND DEMOBILIZATION

The contract unit price paid per Lump Sum (LS) for **Bid Item No. 1, “Mobilization and Demobilization”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in mobilization and demobilization, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City's Representative.

BID ITEM NO. 2 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1

ADDITIVE BID SCHEDULE A – BID ITEM NO. 1 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1

ADDITIVE BID SCHEDULE B – BID ITEM NO. 1 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1

General

Erosion control includes items intended to prevent the erosion of sediment and other pollutants, and to prevent the inadvertent transport of sediment and other pollutants.

Perform the following best management practices:

A. All exposed surfaces (e.g., soil piles, graded areas and unpaved access roads) shall be watered two times per day.

B. All haul trucks transporting soil, sand or other loose material off-site shall be covered.

C. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

D. All trails to be paved shall be completed as soon as possible.

E. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

F. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

G. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.

H. The project will be covered under the NPDES 2022 California Construction General Permit.

I. The project will comply with all provisions of Municipal Regional Stormwater NPDES Permit, Order No. R2-2022-0018, NPDES Permit No. CAS612008 issued San Francisco Bay Regional Water Quality Control Board.

Setup

A. Provide the general items for storm water pollution control.

B. Provide the items shown on the plans for storm water pollution control, including stabilized construction entrances.

C. Provide additional storm water pollution control as needed to remain in compliance with the Clean Water Act.

D. Follow the details and guidance in the CASQA California Stormwater BMP Handbook for Construction.

E. Provide a dewatering and stockpile management plan to the City for approval.

F. Provide stockpile dewatering and stockpile management. Cover stockpile with plastic sheeting. Secure plastic sheeting with sand bags.

G. Provide, prepare and implement a Stormwater Pollution Prevention Plan.

Maintenance

Storm water pollution controls shall be kept functional and in good working condition for the duration of construction activities and extended as directed by the City.

STORM WATER POLLUTION PREVENTION

Attention is directed to Section 13, “Water Pollution Control”, of the Standard Specifications, and these Technical Specifications. A Storm Water Pollution Prevention Plan (SWPPP) (including revisions and updates during construction) shall be prepared prior to start of work. It was determined that the project is a Risk Level 1 project. The Contractor and his Qualified SWPPP Developer (QSD) shall prepare the SWPPP and shall implement the prescribed BMPs as well as comply with all requirements per the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (2022-0057-DWQ). Additionally, all reporting documents including but not limited to the Notice of Intent, the Annual Report, and the Notice of Termination shall be submitted electronically using the Storm water Multi-Application Reporting and Tracking System (SMARTS). All work associated with the implementation of the SWPPP shall be carried out by a Qualified SWPPP Practitioner (QSP).

The plan shall contain measures necessary to keep all substances used in or resulting from the work out of the gutters, storm drains and creeks, including but not limited to: employee and sub-contractor training and instruction, dry cleanup of spills, wet-vacuum of saw cutting slurry, proper disposal of cement and paint, proper handling of hazardous materials and hazardous waste, blocking of storm drains, shoveling dirt and debris from gutters, covering materials stored outside, sweeping pavements and approach streets, and erosion controls (e.g. straw bales, silt fences, detention basins, etc.) at grading sites. It shall be the Contractor’s responsibility to monitor and maintain all such measures on a daily or more frequent basis, including on non-workdays and during storms. In addition, all catch basins at the project site, and which are determined by the Engineer to have been affected by the construction, shall be cleaned out by the Contractor at the end of the project.

All fueling and maintenance of vehicles and other equipment shall occur at least 60 feet from any riparian habitat or water body.

Erosion control measures (BMP’s) shall be installed at the cut and fill slopes resulting from the excavation and grading operations. The Contractor shall install erosion control blankets, wattles, silt fences, construction entrances, and other measures as required according to the Caltrans Construction Site Best Management Practices (BMPs) Manual and as outlined in the SWPPP. Erosion control materials shall not include plastic monofilament mesh or other features that might lead to entrapment, injury, or death of protected species (see below).

SWPPP Requirements:

- This project requires coverage under the State Water Resources Control Board (SWRCB) Construction General Permit, 2022-0057-DWQ (CGP). The Contractor is responsible for preparation of all required documents before, during, and after construction.
 - o The City will review Contractor's documents and once approved, Contractor shall upload to the SMARTS system.
 - o Contractor shall cover the permit fees for the NOI.
 - o No site work shall start until the SWRCB has issued a WDID number.
- The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) and managed on site by a Qualified SWPPP Practitioner (QSP). The QSD and QSP shall be employees of the Contractor or consultants hired by the Contractor.
- The SWPPP may be abridged at the discretion of the QSD. The SWPPP shall contain at a minimum a detailed description of the project specific proposed BMPs with sufficient information for on-site implementation and enforcement. The BMP information shall come from the California Stormwater Quality Association (CASQA) Handbook/Portal, or the Caltrans construction Site Best Management Practices.
- The QSP shall inspect the site and submit the following written reports to the City:
 - o Weekly inspection reports
 - o Rain Event Action Plans
 - o Quarterly non-storm water inspection reports
 - o Final inspection report when site is stabilized
- In addition to the requirements of the CASQA or Caltrans Standards, the SWPPP shall contain the following:
 - o An Erosion Control plan that meets SWPPP requirements
 - o All temporary erosion control measures shall be immediately removed when no longer needed. All temporary erosion control measures shall be removed from the site and legally disposed of prior to project completion.
- The Plans will be made available to the Contractor to assist in preparation of the SWPPP, either Adobe Acrobat or AutoCAD, if requested by the Contractor.
- Contractor shall prepare the Notice of Termination and Annual Reports
- If the project can be completed with a maximum 5 month period between March 31 and October 31, then the project is eligible for a SWPPP waiver. Although a SWPPP may be waived, this does not relieve the Contractor from providing all necessary BMPs to control erosion and protect downstream waterways.

MEASUREMENT AND PAYMENT – BID ITEM NO. 2 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1, ADDITIVE BID SCHEDULE A – BID ITEM NO. 1 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1, AND ADDITIVE BID SCHEDULE B – BID ITEM NO. 1 – PREPARE AND IMPLEMENT SWPPP – RISK LEVEL 1

The contract unit price paid per Lump Sum (LS) for **Bid Item No. 2, “Prepare and Implement SWPPP – Risk Level 1”, Additive Bid Schedule A – Bid Item No. 1, “Prepare and Implement SWPPP – Risk Level 1”, and Additive Bid Schedule B – Bid Item No. 1, “Prepare and Implement SWPPP – Risk Level 1”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in development and implementation of Stormwater Pollution Prevention Plan, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 3 - TEMPORARY FENCE ESA

If an Environmentally Sensitive Area (ESA) is shown, the boundaries shown are approximate. The City marks the exact boundaries on the ground.

Do not enter an ESA unless authorized.

If an ESA is breached, immediately:

1. Stop all work within 60 feet of the ESA boundary
2. Secure the area
3. Notify the Engineer

If an ESA is damaged, the Department determines the necessary remediation and the party to perform the work. The City deducts the cost for this work.

The Contractor shall install a Temporary Fence ESA as shown and directed.

Temporary Fence ESA shall be per Caltrans Standard Plan T65, “Temporary High-Visibility Fence”.

MEASUREMENT AND PAYMENT – BID ITEM NO. 3 - TEMPORARY FENCE ESA

The contract unit price paid per linear foot for **Bid Item No. 3, “Temporary Fence ESA”** and associated appurtenances, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in environmentally sensitive area and related incidental work as shown on the plans, as specified in these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 4 – PEDESTRIAN DETOUR

Public Convenience

All holes, trenches, etc., in pavement 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 work day. 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.

If the project is left open overnight, it shall be graded in such a way that pedestrians 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.

Where a tack coat has been applied, pedestrian crossing areas shall be covered with sand so that the asphalt does not adhere to shoes.

Contractor shall maintain a clear and accessible pedestrian corridor through the work site at all times. Closed sections of the trail shall be clearly marked and signed. All trail connections to any closed areas must be secured with barricades, temporary fencing, or both. Contractor shall supply signs, barricades, temporary fences, traffic control, traffic flaggers, and other items for the public convenience.

The Contractor shall provide a construction staging area as indicated on the Stage Construction Plans. This item shall include temporary chain link fence, shading fabric, chain link gates, and any locks and security.

The Contractor shall provide pedestrian barriers and signs as submitted and approved by the City. This item shall include temporary chain link fence, chain link gates, any locks and security, and all required pedestrian detour signs and maintenance.

MEASUREMENT AND PAYMENT – BID ITEM NO. 4 - PEDESTRIAN DETOUR

The contract unit price paid per Lump Sum (LS) for **Bid Item No. 4, “Pedestrian Detour”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in detouring the public (pedestrians, bicyclists, and cars), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 5 – REMOVE BOLLARDS

The existing bollards shown to be removed by the Contractor may be wood, metal, concrete, or a combination of these materials.

The Contractor shall remove the bollards, base/footing material, and any appurtenances attached to the bollard such as chains or locks. The removed materials shall be disposed of.

MEASUREMENT AND PAYMENT – BID ITEM NO. 5 - REMOVE BOLLARD

The measurement of **Bid Item No. 5, “Remove Bollard”** is by each item.

The contract price paid per each item for **Bid Item No. 5, “Remove Bollard”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

BID ITEM NO. 6 – SIGN REMOVAL/REINSTALLATION

The existing signs may be wood or metal posts. Signs may contain 1 or 2 posts. The sign panels may include wood, metal, or a combination of these materials.

The Contractor shall remove signs and relocate them. The Contractor shall submit a plan showing the means and methods to the City for approval to reinstall the signs. Sign posts may be reused or replaced with new materials in like and kind. Sign posts will require concrete footings. The Contractor shall not damage the posts or sign panels.

MEASUREMENT AND PAYMENT – BID ITEM NO. 6 – SIGN REMOVAL/REINSTALLTION

The measurement of **Bid Item No. 6, “Sign Removal/Reinstallation”** is by each item. Each item may include one or two posts as one sign. Each item may include one or more sign panels as one sign.

The contract price paid per each item for **Bid Item No. 6, “Sign Removal/Reinstallation”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating signs, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

BID ITEM NO. 7 – BIKE RACK REMOVAL/REINSTALLATION

The existing bike rack is a bent metal pipe tube with each pipe end supported by a concrete footing base.

The Contractor shall remove the bike rack and base footings. The Contractor shall submit a plan showing the means and methods to the City for approval to reinstall the bike rack. The installation of the bike rack will require concrete footings. The reinstallation of this bike rack shall be in like and kind to the existing condition. The Contractor shall not damage the bike rack.

MEASUREMENT AND PAYMENT – BID ITEM NO. 7 – BIKE RACK REMOVAL/REINSTALLTION

The measurement of **Bid Item No. 7, “Bike Rack Removal/Reinstallation”** is by each item.

The contract price paid per each item for **Bid Item No. 7, “Bike Rack Removal/Reinstallation”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

BID ITEM NO. 8 – ADJUST MONITORING WELLS TO GRADE

The monitoring wells to be adjusted by the Contractor include a metal well casing which extends deep into the landfill, a cap, and surface appurtenances such as lid, frame, and concrete frame base.

The Contractor shall adjust the monitoring wells to be flush to the finished ground surface. The Contractor shall submit a plan showing the means and methods to the City for approval to adjust the wells. This adjustment may include an extension to the well casing, if necessary. The existing frame and lid may be reused. The Contractor shall not damage the monitoring wells.

MEASUREMENT AND PAYMENT – BID ITEM NO. 8 - ADJUST MONITORING WELL

The measurement of **Bid Item No. 8, “Adjust Monitoring Well”** is by each item.

The contract price paid per each item for **Bid Item No. 8, “Adjust Monitoring Well”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting wells to the finished grade, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

BID ITEM NO. 9 – ADJUST IRRIGATION VALVE(S) to GRADE

The irrigation valves to be adjusted by the Contractor include a irrigation box and cover

The monitoring wells are a critical item to protect. The Contractor must take all necessary precautions to avoid damage to wells, regardless of whether they are being adjusted or not.

MEASUREMENT AND PAYMENT – ADJUST IRRIGATION VALVE

The measurement of **Bid Item No. 9, “Adjust Irrigation Valve(s) to Grade”** is by each item.

The contract price paid per each item for **Bid Item No. 9, “Adjust Irrigation Valve(s) to Grade”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting valves and cover to the finished grade, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

BID ITEM NO. 10 - ROCK SLOPE PROTECTION

GENERAL

Use the class of rock and the method for placement described.

MATERIALS

General

The limits of rock slope protection as shown on the plans are approximate. The intention of this item is to fill in bare earth areas between the trail path edge and the existing rocks placed previously at the water's edge by the San Francisco Bay. The existing rocks should not be disturbed. The Contractor shall confirm the limits with the City. The Contractor should assume the limits are irregular in shape and determined in the field.

Rock

Comply with the rock gradation shown in the following table:

Rock Gradation

Nominal RSP class by median particle diameter ^b		Nominal median particle weight W ₅₀ ^{c,d}	d ₁₅ ^c (inches)		d ₅₀ ^c (inches)		d ₁₀₀ ^c (inches)	Placement
Class ^a	Diameter (inches)		Min	Max	Min	Max	Max	Method
III	12	150 lb	7.3	10.5	11.5	14.0	24.0	B

^aFor RSP Class III, use Class 8 RSP fabric.

^bIntermediate or B dimension (i.e., width) where A dimension is length and C dimension is thickness.

^cd%, where % denotes the percentage of the total weight of the graded material.

^dValues shown are based on the minimum and maximum particle diameters shown and an average specific gravity of 2.65. Weight will vary based on specific gravity of rock available for the project.

Rock material must comply with the requirements shown in the following table:

Rock Material Requirements

Quality characteristic	Test method	Requirement
Apparent specific gravity (min)	California Test 206	2.5
Absorption (max, %)	California Test 206	4.2
Durability index (min)	California Test 229	52

Notes: Durability absorption ratio (DAR) = course durability index/(percent absorption + 1) If the DAR is greater than 10, the absorption may exceed 4.2 percent. If the DAR is greater than 24, the durability index may be less than 52.

Select rock such that the shapes provide a stable structure for the required section. If the slope is steeper than 2:1, do not use rounded boulders and cobbles. Angular shaped rock may be used on any planned slope. Flat or needle-shaped rock must not be used unless the individual rock thickness is greater than 0.33 times the length.

Construction

General

Excavate the existing bare ground to prepare the subgrade for RSP fabric and the rocks. The depth of rock slope protection shall be as shown on the plans – typically 2' in depth for Class III RSP. The finished grade (top surface) of the RSP must be flush with the trail height and conform to be approximately flush with the existing rocks. Do not create an elevated wall or raise the height of the surrounding terrain.

Local surface irregularities of the RSP must not vary from the planned slope by more than 1 foot as measured at right angles to the slope.

Placement Method B

Rocks may be placed by dumping and may be spread in layers by bulldozers or other suitable equipment. Place rocks such that:

1. There is a minimum of voids
2. Larger rocks are in the toe course and on the outside surface of the slope protection

MEASUREMENT AND PAYMENT – BID ITEM NO. 10 - ROCK SLOPE PROTECTION

The measurement of **Bid Item No. 10, “Rock Slope Protection”** shall be as measured by documented truck tag weight in TONS.

The contract unit price paid per TONS for **Bid Item No. 10, “Rock Slope Protection”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in rock slope protection complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 12 – RSP FABRIC

RSP Fabric

Fabric must be RSP fabric that complies with the class shown in the following table:

Class	Largest rock gradation class used in slope protection
8	Classes I-VIII

MEASUREMENT AND PAYMENT – BID ITEM NO. 11 - RSP FABRIC

The measurement of **Bid Item No. 11, “RSP Fabric”** shall be as measured in place on the subgrade in square yards.

The contract unit price paid per square yard for **Bid Item No. 11, “RSP Fabric”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in RSP Fabric complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 12 - CLEAR AND GRUB

ADDITIVE BID SCHEDULE A - BID ITEM NO. 2 – CLEAR AND GRUB

3-1.1 General

Section 3-1.1 includes specifications for clearing and grubbing.

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Roads, road approaches, and ramps
2. Material sites
3. Ditches and channels
4. Other described areas

The City may salvage materials from improvements before the bid opening date.

3-1.2 Materials

Not Used

3-1.3 Construction

3-1.3A General

Clear and grub before performing earthwork in an area.

Do not injure standing trees, plants, and improvements shown to be protected.

Clear and grub the entire length of the job site to the following widths:

1. 5 feet outside of excavation and embankment slope lines where slopes are not rounded
2. Outside limits of slopes where slopes are rounded
3. 2 feet outside of slope lines for ditches and channels with a bottom width of less than 12 feet
4. 5 feet outside of slope lines for ditches and channels with a bottom width of 12 feet or more

3-1.3B Clearing

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris.

Cut tree branches that extend over the roadway and hang within 20 feet of finished grade. Cut other branches to give each tree a balanced appearance

3-1.3C Grubbing

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other objectionable material, except embankment areas where the grading plane is 2 feet or more above original ground.

In embankment areas where the grading plane is 2 feet or more above original ground, cut off trees, stumps, and roots not more than 1 foot above original ground, except remove trees, stumps, and roots completely where work includes any of the following:

1. Removal of unsuitable material
2. Cutting into slopes of original hillsides, old or new fill

3-1.3D Disposal of Materials

Dispose of objectionable materials resulting from clearing and grubbing activities, unless (1) the Contract includes a bid item for duff as specified in section 21-1.02C or (2) you reduce combustible material to chips with a 1/2-inch maximum thickness and spread them in areas enclosed by interchange loops and ramps or between slope lines and right-of-way lines. Bury the chips or distribute them uniformly by mixing with underlying soil to prevent combustion.

Existing header board shall be disposed per this section.

Do not leave objectionable material in or under embankments, including dikes.

Accumulation of flammable material is not allowed.

MEASUREMENT AND PAYMENT – BID ITEM NO. 12 - CLEAR AND GRUB AND ADDITIVE BID SCHEDULE A – BID ITEM NO. 2 – CLEAR AND GRUB

The contract unit price paid per Lump Sum (LS) for **Bid Item No. 12, “Clear and Grub”** and **Additive Bid Schedule A – Bid Item No. 2, “Clear and Grub”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in clear and grub, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 13 - CRUSHER FINES

ADDITIVE BID SCHEDULE A - BID ITEM NO. 3 – CRUSHER FINES

5-1.1 General

5-1.1A Summary

Section 5 includes specifications for placing crusher fines.

5-1.1B Definitions

Crusher fines are also known as quarry fines/crushed stone.

5-1.1C Submittals

Submit a material submittal for approval.

5-1.1D Quality Assurance

5-1.1D(1) General

Crusher fines samples must not be treated with lime, cement, or chemicals before testing for durability index.

5-1.1D(2) Quality Control

5-1.1D(2)(a) General

Reserved

5-1.1D(2)(b) Quality Control Plan

Reserved

5-1.1D(2)(c) Qualifications

Reserved

5-1.1D(2)(d) Quality Control Testing

Crusher fines quality control must include testing the quality characteristics at the frequencies shown in the following table:

QC Testing Frequencies

Quality characteristic	Test method	Sampling location	Minimum frequency
Aggregate gradation	California Test 202	Stockpiles, transportation units, windrows, or roadways	1 per 500 cu yd but at least one per day of placement

5-1.1D(3) City Acceptance

The City accepts crusher fines based on aggregate gradation.

The City accepts crusher fines based on percent relative compaction specified in section 26-1.03E tested under California Test 231.

If the aggregate gradation test results comply with the Contract compliance requirements but not the operating range requirements, you may continue placing crusher fines for the remainder of the work day. Do not place additional crusher fines until you demonstrate to the Engineer the AB to be placed complies with the operating range requirements.

If the aggregate gradation test results, sand equivalent test results, or both do not comply with Contract compliance requirements, remove the crusher fines or request a payment deduction. If your request is authorized, \$2.00/cu yd is deducted. If crusher fines is paid by weight, the Engineer converts tons to cubic yards for the purpose of reducing payment for noncompliant crusher fines left in place.

Each aggregate gradation and a sand equivalent test represents no more than 500 cu yd of AB or 1 day's production, whichever is smaller.

5-1.2 MATERIALS

5-1.2A General

Crusher fines must be clean and consist of any combination of the following:

1. Broken stone
2. Crushed gravel
3. Natural rough-surfaced gravel

Use 3/8" maximum aggregate gradation unless otherwise specified. Do not change your selected aggregate gradation without authorization.

5-1.2B Crusher Fines

Gradation must be within the percentage passing limits for the sieve sizes shown in the following table:

Aggregate Gradation

Sieve size	1-1/2 inch maximum	
	Operating range	Contract compliance
3/8"	-	100
No. 4	-	90-100
No. 8	-	55-80
No 16	-	40-70
No. 30	-	25-50
No. 200	-	6-15

5-1.3 CONSTRUCTION

5-1.3A General

Apply water to the material as needed for compaction.

5-1.3B Subgrade

Immediately before spreading AB, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous material.

You may use crusher fines to fill areas of the subgrade that are lower than the grade established by the Engineer.

5-1.3E Compacting

Compact crusher fines to at least 95 percent relative compaction.

The finished surface must not vary more than 0.05 foot from the grade established by the Engineer. Correct areas of crusher fines that do not comply with the described thickness or request a payment deduction if crusher fines is paid for by volume. If your request is authorized, the Engineer calculates the deduction by multiplying:

1. Deficient thickness less allowable tolerance
2. Planned width
3. Longitudinal distance of the deficient thickness

MEASUREMENT AND PAYMENT – BID ITEM NO. 13 - CRUSHER FINES AND ADDITIVE BID SCHEDULE A – BID ITEM NO 3. – CRUSHER FINES

The contract unit price paid per cubic yard for **Bid Item No. 13, “Crusher Fines”** and **Additive Bid Schedule A – Bid Item No. 3, “Crusher Fines”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in aggregate bases, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 14 - ASPHALT CONCRETE

ADDITIVE BID SCHEDULE A - BID ITEM NO. 4 – ASPHALT CONCRETE

ADDITIVE BID SCHEDULE B - BID ITEM NO. 4– ASPHALT CONCRETE

GENERAL

General

Summary

This section includes general specifications for producing and placing hot mix asphalt.

Asphalt Concrete shall be Type A Hot Mix Asphalt (HMA).

Wherever reference is made to the following test methods, the year of publication for these test methods is as shown in the following table:

Test method	Year of publication
AASHTO M 17	2011 (2015)
AASHTO M 323	2013
AASHTO R 30	2002 (2015)
AASHTO R 59	2011 (2015)
AASHTO T 27	2014
AASHTO T 49	2014
AASHTO T 59	2013
AASHTO T 96	2002 (2010)
AASHTO T 164	2014
AASHTO T 176	2008
AASHTO T 209	2012
AASHTO T 269	2014
AASHTO T 275	2007 (2012)
AASHTO T 283	2014
AASHTO T 304	2011
AASHTO T 305	2014
AASHTO T 308	2010
AASHTO T 312	2014
AASHTO T 313	2012 (2016)
AASHTO T 315	2012 (2016)
AASHTO T 324	2014

AASHTO T 329	2013
AASHTO T 335	2009
ASTM D36/D36M	2014 ^{E1}
ASTM D92	2012b
ASTM D217	2010
ASTM D297	2013
ASTM D445	2014
ASTM D1856	2009 (Reapproved 2015)
ASTM D2007	2011
ASTM D2074	2007 (Reapproved 2013)
ASTM D2995	1999 (Reapproved 2009)
ASTM D4791	2010
ASTM D5329	2009
ASTM D7741/D7741M	2011 ^{E1}
Asphalt Institute MS-2	7th edition (2015)

Definitions

Asphalt Concrete: Hot Mix Asphalt (HMA)

Coarse aggregate: Aggregate retained on a no. 4 sieve.

Fine aggregate: Aggregate passing a no. 4 sieve.

Leveling course: Thin layer of HMA used to correct minor variations in the longitudinal and transverse profile of the pavement before placement of other pavement layers.

Supplemental fine aggregate: Mineral filler consisting of rock dust, slag dust, hydrated lime, hydraulic cement, or any combination of these and complying with AASHTO M 17.

Submittals

5-1.1A(3)(b) Job Mix Formula

5-1.1A(3)(b)(i) General

Submit your proposed JMF for HMA. The JMF must be submitted on the Contractor Job Mix Formula Proposal form along with:

1. Mix design documentation on a Contractor Hot Mix Asphalt Design Data form dated within 12 months of the submittal for the JMF verification.
2. JMF verification on a Hot Mix Asphalt Verification form and the Contractor Hot Mix Asphalt Design Data form that was submitted for the JMF verification, if applicable.
4. SDS for:

- 4.1. Asphalt binder
- 4.2. Supplemental fine aggregate except fines from dust collectors
- 4.3. Antistrip additives

The Contractor Hot Mix Asphalt Design Data form must identify the AASHTO resource accredited lab responsible for the mix design and show documentation on aggregate quality.

If you cannot submit a City-verified JMF on a Caltrans Hot Mix Asphalt Verification form dated within 12 months before HMA production, the City verifies the JMF.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than ± 0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid antistrip producer or dosage
8. Any material in the JMF, except lime supplier and source

Allow the City 5 business days from a complete JMF submittal for document review of the aggregate qualities, mix design, and JMF. The City notifies you if the proposed JMF submittal is accepted.

If your JMF fails verification testing, submit an adjusted JMF based on your testing. The adjusted JMF must include a new Contractor Job Mix Formula Proposal form, Contractor Hot Mix Asphalt Design Data form, and the results of the failed verification testing.

5-1.1A(3)(b)(iii) Job Mix Formula Modification

For an authorized JMF, submit a modified JMF if you change any of the following:

1. Asphalt binder supplier
2. Liquid antistrip producer
3. Liquid antistrip dosage You may change any of the above items only once during the Contract.

You may change any of the above items only once during the Contract.

Submit your modified JMF request at least 15 days before production. Each modified JMF submittal must include:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form, marked Modified.
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the authorized JMF to be modified.
3. JMF verification on Hot Mix Asphalt Verification form for the authorized JMF to be modified.
4. Test results for the modified JMF in compliance with the mix design specifications. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form.

With an accepted modified JMF submittal, the City verifies each modified JMF within 10 days of receiving all verification samples.

5-1.1A(3)(c) Quality Control Plan

At least 5 business days prior to the pre-paving meeting, submit a QC plan for HMA.

The QC plan must describe the organization and procedures for:

1. Controlling HMA quality characteristics
2. Taking samples, including sampling locations
3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed
5. Implementing corrective actions
6. Using methods and materials for backfilling core locations

The QC plan must address the elements affecting HMA quality, including:

1. Aggregates
2. Asphalt binder
3. Additives
4. Production
5. Paving

Allow 5 business days for review of the QC plan.

If you change QC procedures, personnel, or sample testing locations, submit a QC plan supplement before implementing the proposed change. Allow 3 business days for review of the QC plan supplement.

5-1.1A(3)(d) Test Results

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results to the City.

Submit all QC test results, except AASHTO T 283 and AASHTO T 324 (Modified), within 3 business days of a request. Submit AASHTO T 283 QC tests within 15 days of sampling.

For tests performed under AASHTO T 324 (Modified), submit test data and 1 tested sample set within 5 business days of sampling.

If coarse and fine durability index tests are required, submit test results within 2 business days of testing. If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

5-1.1A(4) Quality Assurance

5-1.1A(4)(a) General

AASHTO T 324 (Modified) is AASHTO T 324 with the following parameters:

1. Target air voids must equal 7.0 ± 1.0 percent
2. Specimen height must be 60 ± 1 mm
3. Number of test specimens must be 4 to run 2 tests
4. Do not average the 2 test results

5. Test specimen must be a 150 mm gyratory compacted specimen
6. Test temperature must be set at:
 - 6.1. 113 ± 2 degrees F for PG 58
 - 6.2. 122 ± 2 degrees F for PG 64
 - 6.3. 131 ± 2 degrees F for PG 70 and above
7. Measurements for impression must be taken at every 100 passes along the total length of the sample
8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth
9. Testing shut off must be set at 25,000 passes
10. Submersion time for samples must not exceed 4 hours

Take samples under California Test 125.

5-1.1A(4)(b) Job Mix Formula Verification

The City verifies the JMF from samples taken from HMA produced by the plant to be used. The production set point at the plant must be within ± 0.2 from the asphalt binder percentage TV shown in your Contractor Job Mix Formula Proposal form. Notify the City at least 2 business days before sampling materials. Samples may be taken from a different project including a non-City project if you make arrangements for the City to be present during sampling.

In the City's presence and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined coldfeed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fine aggregate. For hot-bin samples, the City combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
2. Asphalt binder. Take at least two 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
4. Plant-produced HMA. The HMA samples must be at least 250 lb.

For aggregate and HMA, split the samples into at least 4 parts and label their containers. Submit 3 parts and keep 1 part.

After acceptance of the JMF submittal, the City verifies each proposed JMF within 20 days of receiving all verification samples.

For JMF verification, the City tests the following for compliance with the specifications:

1. Aggregate quality
2. Aggregate gradation
3. HMA quality characteristics for City acceptance

To verify the HMA for air voids, voids in mineral aggregate, and dust proportion, the City uses an average of 3 briquettes. The City tests plant-produced material.

If the City verifies the JMF, the City furnishes you a Hot Mix Asphalt Verification form.

If the City's test results on plant-produced samples do not show compliance with the specifications, the City notifies you. Submit a JMF adjusted after verification failure based on your testing unless the City authorizes reverification without adjustments. City authorized reverification without adjustment is not JMF adjusted after verification failure. A JMF adjusted after verification failure may include a change in:

1. Asphalt binder content TV up to ± 0.20 percent from the OBC value submitted on the Contractor Hot Mix Asphalt Design Data form
2. Aggregate gradation TV within the TV limits specified in the aggregate gradation table

You may adjust the JMF only once due to a failed verification test.

For each HMA type and aggregate size specified, the City verifies up to 2 proposed JMF submittals including a JMF adjusted after verification failure. Do not resubmit any of the 2 proposed submittals including a JMF adjusted after verification failure that failed verification on any other Caltrans projects. If you submit more than 2 JMFs for each type of HMA and aggregate size, the City deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the City or if a JMF expires while HMA production is stopped longer than 30 days.

A verified JMF is valid for 12 months.

5-1.1A(4)(c) Job Mix Formula Authorization

You may start HMA production if:

1. City's review of the JMF shows compliance with the specifications
2. City has verified the JMF within 12 months before HMA production
3. City authorizes the verified JMF

5-1.1A(4)(e) Job Mix Formula Modification

The City verifies the modified JMF after the modified JMF HMA is placed and verification samples are taken within the first 750 tons. The City tests verification samples for compliance with:

1. Hamburg wheel track mix design specifications
2. Air void content
3. Voids in mineral aggregate on plant-produced HMA mix design specifications
4. Dust proportion mix design specifications

The City may test for moisture susceptibility for compliance with the mix design specifications. If the modified JMF is verified, the City revises your Hot Mix Asphalt Verification form to include the new asphalt binder source, new liquid antistrip producer, or new liquid antistrip dosage. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

5-1.1A(4)(f) Certifications

5-1.1A(4)(f)(i) General

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO resource program and the City's Independent Assurance Program.

5-1.1A(4)(f)(ii) Hot Mix Asphalt Plants

Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program.

5-1.1A(4)(f)(iii) - 5.1.1A(4)(f)(v) Reserved

5-1.1A(4)(g) Reserved

5-1.1A(4)(h) Quality Control

5-1.1A(4)(h)(i) General

QC test results must comply with the specifications for City acceptance.

Condition each at-the-plant sample of HMA mixture for AASHTO 324 and AASHTO 283 in compliance with sections 7.1.2, 7.1.3, and 7.1.4 of AASHTO R 30. Condition each at-the-plant sample of HMA mixture when composite aggregate absorption factor is greater than 2.0 percent as indicated by the JMF in compliance with sections 7.1.2, 7.1.3, and 7.1.4 of AASHTO R 30.

Prepare 3 briquettes for air voids content and voids in mineral aggregate determination. Report the average of 3 tests.

Except for smoothness, if 2 consecutive QC test results or any 3 QC test results for 1 day's production do not comply with the materials specifications:

1. Stop HMA production
2. Notify the City
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27, results are considered 1 QC test regardless of number of sieves out of compliance.

Do not resume production and placement until the City authorizes your corrective action proposal.

5-1.1A(4)(h)(v) Production Start-up Evaluation

You and the City evaluate HMA production and placement at production start-up.

Within the first 750 tons produced on the 1st day of HMA production, in the City's presence, and from the same production run, take samples of:

1. Aggregates
2. Asphalt binder
4. HMA

Sample aggregates from the combined cold-feed belt or hot bin.

For aggregates and HMA, split the samples into at least 4 parts and label their containers. Submit 3 parts and keep 1 part.

You and the City must test the samples and report test results, except for AASHTO T 324 (Modified) and AASHTO T 283 test results, within 5 business days of sampling. For AASHTO T 324 (Modified) and AASHTO T 283 test results, report test results within 15 days of sampling. If you proceed before receipt of the test results, the City may consider the HMA placed to be represented by these test results.

Take one 4- or 6-inch diameter density core for each 250 tons or portion thereof of HMA placed. For each density core, the City reports the bulk specific gravity determined under AASHTO T 275, Method A, in addition to the percent of theoretical maximum density.

5-1.1A(4)(h)(vi) Hot Mix Asphalt Density

During HMA placement determine HMA density using a nuclear gauge. On the 1st day of production, develop a correlation factor between cores and nuclear gauge under California Test 375.

Test for in-place density using cores and a nuclear gauge. Test at random locations you select and include the test results in your QC production tests reports.

5-1.1A(4)(h)(vii) Tapered Notched Wedge

Perform QC testing on the completed tapered notched wedge joint as follows:

1. Perform density tests using a calibrated nuclear gauge at a rate of 1 test for every 750-foot section along the joint. Select random locations for testing within each 750-foot section.
2. Perform density tests at the centerline of the joint, 6 inches from the upper vertical notch, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine theoretical maximum density.
4. Determine percent compaction of the longitudinal joint as the ratio of the daily average density to the maximum density test results.

Determine percent compaction values each day the tapered notched wedge joint is completed. If the percent compaction of 1 day's production is less than 91 percent, that day's notched wedge joint is rejected. Discontinue placement of the tapered notched wedge and notify the City of changes you will make to your construction process to comply with the specifications.

5-1.1A(4)(h)(viii) Density Cores

Except for HMA pavement placed using method compaction, take 4- or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the City selects. Take density cores in the City's presence, and backfill and compact holes with authorized material. Before submitting a density core, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core location. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

For a tapered notched wedge joint, take 4- or 6-inch diameter density cores 6 inches from the upper vertical notch of the completed longitudinal joint for every 3,000 feet at locations selected by the City. Take cores after the adjacent lane is placed and before opening the pavement to traffic. Take cores in the

presence of the City, and backfill and compact holes with authorized material. Before submitting a density core, mark it with the core's location, and place it in a protective container.

5-1.1A(4)(i)(iv) Dispute Resolution

You and the City must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the City within 5 business days of receiving a test result if you dispute the test result.

If you or the City dispute the other's test results, submit your test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the third party participates in a dispute resolution, it must be qualified under AASHTO resource program, and the City's Independent Assurance Program. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from:

1. City laboratory in a district or region not in the district or region the project is located
2. Transportation Laboratory
3. Laboratory not currently employed by you or your HMA producer

If the City's portion of the split QC samples or acceptance samples are not available, the independent third party uses any available material representing the disputed HMA for evaluation.

For a dispute involving JMF verification, the independent third party performs referee testing as specified in the 5th paragraph of section 5-1.1A(4)(b).

If the independent third party determines the City's test results are valid, the City deducts the independent third party's testing costs from payments. If the independent third party determines your test results are valid, the City pays the independent third party's testing costs.

5-1.1B Materials

5-1.1B(1) Materials

Reserved

5-1.1B(2) Mix Design

5-1.1B(2)(a) General

The HMA mix design must comply with the superpave HMA mix design as described in MS-2 Asphalt Mix Design Methods by the Asphalt Institute.

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

5-1.1B(3) Asphalt Binder

Asphalt binder must comply with section 92 of Caltrans Standard Specifications.

5-1.1B(4) Aggregates

5-1.1B(4)(a) General

Aggregates must be clean and free from deleterious substances.

5-1.1B(4)(b) Aggregate Gradations

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion.

Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations."

Gradations are based on nominal maximum aggregate size.

5-1.1C Construction

5-1.1C(1) General

Do not place HMA on wet pavement or frozen surface. You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. For method compaction:
 - 4.1. The temperature of the HMA and the HMA produced with WMA water injection technology in the windrow does not fall below 260 degrees F
 - 4.2. The temperature of the HMA produced using WMA additive technology in the windrow does not fall below 250 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder

5-1.1C(2) Spreading and Compacting Equipment

5-1.1C(2)(a) General

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

5-1.1C(2)(b) Material Transfer Vehicle

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

5-1.1C(2)(c) Method Compaction Equipment

For method compaction, each paver spreading HMA must be followed by at least one of each of the following 3 types of rollers:

1. Breakdown roller must be a vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. Intermediate roller must be an oscillating-type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.

3. Finishing roller must be a steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

5-1.1C(2)(d)– 5.1.1C(2)(f) Reserved

5-1.1C(3) Surface Preparation

5-1.1C(3)(a) General

Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

5-1.1C(3)(b) Subgrade

Prepare subgrade to receive HMA under the sections for the material involved. Subgrade must be free of loose and extraneous material.

5-1.1C(4) Longitudinal Joints

5-1.1C(4)(a) General

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA thickness greater than 0.15 foot, you must place HMA on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

5-1.1C(5) Pavement Edge Treatments

Construct edge treatment on the HMA pavement as shown.

Where a tapered edge is required, use the same type of HMA used for the adjacent lane or shoulder.

The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required.

The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be accomplished by constraining the HMA to reduce the cross sectional area by 10 to

15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to cross roads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

5-1.1C(6) Widening Existing Pavement

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

5-1.1C(15) Compaction

5-1.1C(15)(a) General

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not open new HMA pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

5-1.1C(15)(b) Method Compaction

Use method compaction for any of the following conditions:

1. HMA pavement thickness shown is less than 0.15 foot
2. Replace asphalt concrete surfacing
3. Leveling courses
4. Areas the City determines conventional compaction and compaction measurement methods are impeded

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Method compaction must consist of performing:

1. Breakdown compaction of each layer with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off.
2. Intermediate compaction of each layer of HMA with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.
3. Finish compaction of HMA with 1 coverage using a steel-tired roller.

Start rolling at the lower edge and progress toward the highest part.

The City may order fewer coverages if the layer thickness of HMA is less than 0.15 foot.

The compacted lift thickness must not exceed 0.25 foot.

**MEASUREMENT AND PAYMENT – BID ITEM NO. 14 - ASPHALT CONCRETE,
ADDITIVE BID SCHEDULE A – BID ITEM NO. 4 – ASPHALT CONCRETE, AND
ADDITIVE BID SCHEDULE B – BID ITEM NO. 4 – ASPHALT CONCRETE**

The Contract price paid per ton for Asphalt Concrete of the type shown on the Bid Item List is measured based on the combined mixture weight. If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total virgin asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weigh master and submitted.

The contract unit price paid per tons for **Bid Item No. 14, “ASPHALT CONCRETE”**, **Additive Bid Schedule A – Bid Item No. 4, “Asphalt Concrete”**, and **Additive Bid Schedule B – Bid Item No. 4, “Asphalt Concrete”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in asphalt concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 15 - FULL DEPTH RECLAMATION (FDR)

ADDITIVE BID SCHEDULE A – BID ITEM NO. 5 – FULL DEPTH RECLAMATION (FDR)

ADDITIVE BID SCHEDULE B – BID ITEM NO. 3 – FULL DEPTH RECLAMATION (FDR)

6-1.1 General

6-1.1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

6-1.1.2 Summary

A. The stabilization of new and/or existing subgrade, by pulverizing, adding the liquid stabilizer treatment, mixing and compacting the mixed material to the required density as specified herein

and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Project Engineer. The liquid stabilizer treatment is applied to subgrade materials for reduction of permeability, moisture susceptibility and swell and to improve strength and stiffness.

6-1.1.3 Submittals

- A. General: Submit the following in accordance with Conditions of Contract and Division Specification Sections. Material Certificates: Certificates signed by supplier certifying that material is of the type, quality and grade specified.

6-1.2 Products

6-1.2.1 Stabilizer Products

A. The stabilizer product shall be the **EMC SQUARED**[®] System, or equal product **EMC SQUARED** Stabilizer (1000) as supplied by Stabilization Products LLC of Merced, California, (800) 523-9992 or (209) 383-3296, email info@stabilizationproducts.net. The product shall be nonhazardous, non-toxic, nonflammable, non-corrosive, neutral pH (7 +/-2), with a Specific Gravity range of 1.2 to 1.3, a minimum percent total solids content of fifty percent (50%), and formulated for application at a rate of one gallon **EMC SQUARED** Stabilizer (1000) per fifteen cubic yards of soil material.

1. The product is added to the compaction water for application as a dilute solution. The supplier shall be able to provide independent laboratory test reports from a certified analytical laboratory experienced in environmental acceptability testing documenting tests performed on product samples of the **EMC SQUARED** Stabilizer (1000) product. These tests shall include the US EPA 7000 Series (TTLC or CAM17) for metals and Method 8270 testing that verifies no organic solvents or identified EPA 8270 target compounds were detected in amounts which exceed US EPA regulatory standards as applicable to products whose intended use involves incorporation into compacted aggregate materials during construction operations.
2. When applied within the manufacturer's parameters for application, dilution, moisture control, processing, compaction, curing and documented field quality control testing, **EMC SQUARED** System products shall have demonstrated the capability to improve shear strength, bearing strength, and modulus as well as reduce the moisture susceptibility of virgin aggregate and recycled aggregate materials. Material engineering performance tests such as Dynamic Modulus, Repeated Load Triaxial (RLT), Resilient Modulus, Marshall Stability, Unconfined Compression Strength, Shear Strength, Tube Suction and R-Value shall be available from independent materials testing laboratories demonstrating that the products have been effective in improving virgin and recycled aggregate materials. RLT tests shall show that stabilized aggregate materials are resistant to permanent deformation when tested at temperatures from below freezing to 130°F or higher. Dynamic modulus measurements shall show that stabilized aggregate materials retain consistent strength through a full range of temperatures and loading rates. Laboratory test reports shall be available from supplier documenting

Modulus values of not less than 160,000 psi for stabilized virgin aggregate materials. Falling Weight Deflectometer (FWD) test results shall be available from supplier to confirm that recycled aggregate and virgin aggregate materials treated with the products have achieved these same minimum Modulus values when evaluated in engineering field studies of completed projects. The products shall have been previously utilized for interstate freeway and highway projects that have been in service for not less than ten years and without requirement for repair, and used for stabilized aggregate surfaced roads and stabilized soil applications that remain effective for not less than twenty years. The supplier shall have technical staff available with not less than ten years of experience in supporting construction applications of the products and a record of effectively supporting public agency projects from design through construction phases.

6-1.2.3 Materials

- A. New or existing subgrade materials to be incorporated with the **EMC SQUARED Stabilizer (1000)** in the surface course shall be pulverized so that 100 percent shall pass the two-inch (2") sieve prior to treatment, unless otherwise approved in writing by the manufacturer of the stabilizer product.
- B. Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter.

6-1.2.4 Materials Handling and Storage

- A. Unless otherwise approved by the Project Engineer, the liquid stabilizer products may be stored on site with no limitation on air temperature requirements. If the product has been frozen during transport or storage, it should be stirred before using. With proper transport and storage, **EMC SQUARED Stabilizer (1000)** has the capacity for extended storage. The product must be maintained with an airtight seal to protect against contamination. As portions of product are drawn for use from the containers, caps should be immediately replaced and tightened to maintain an airtight seal to protect against contamination. The **EMC SQUARED Stabilizer (1000)** should always be stirred before use.

6-1.3.1 Examination

- A. Verification of General Conditions: The completed course shall be uniformly treated, free from loose or segregated areas, of uniform density and moisture content for its full depth and shall have a smooth surface.
- B. Proof-roll subgrade with pneumatic-tired rollers or other rubber-tired equipment to locate areas that are unstable.
- C. Prior to treating existing material and/or placing any new material, the existing material shall be shaped to conform to the typical sections, as shown on the plans or as established by the Project Engineer. The Contractor will not be required to excavate to a secondary grade or windrow the material if a tractor-drawn construction disc with depth gauge wheel is provided which will cut uniformly to the proper depth. The machine shall provide a visible indication of the depth of cut at all times. For plan depths greater than twelve (12) inches, the Contractor will be required to excavate to a secondary grade or windrow the material.

6-1.3.1.1 Weather Limitations

- A. General: **EMC SQUARED Stabilizer (1000)** shall not be applied when it is raining or when rain is expected. Weather forecasts should indicate no rain during application

procedures and for at least 24 hours following application. The **EMC SQUARED Stabilizer (1000)** treatment shall not be started when the air temperature is below 40°F and falling, but may be started when the air temperature is above 35°F and rising.

- B. Weather Events: Stabilization process may proceed when local weather indicates possible showers or scattered showers or when the local weather forecast calls for a 30% or less chance of precipitation during the next 24-hour period or with the approval of the Project Engineer. When possible showers or scattered showers are forecasted, the Contractor must work section sizes of one-half ($\frac{1}{2}$) the size that normally would be worked in dry weather. All grading and compaction equipment must be available for immediate mobilization and any sections that have given stabilization treatment must be immediately compacted if rain commences. The section area being treated must be immediately brought to a grade that will allow the rainwater to drain and compacted with all available equipment.
1. Contingent upon the contractor having achieved drainage and compaction adequate to protect the newly applied stabilizer solution from excessive washing of product from the area of treatment by the unexpected rainfall event, and if the partially compacted area of stabilizer application becomes heavily saturated by rainfall while still in the construction phase, then the treated materials to the depth they contain excessive moisture content should be aerated and dried back by discing or by blade mixing with the motor grader blade until excess moisture has been evaporated.
 2. The full depth of the treated materials (the full compaction lift) should then be re-mixed full depth to a homogeneous moisture content, tested for moisture content to verify that the materials have been successfully adjusted within the tolerances required for compaction operations, shaped to grade and compacted per specifications.

6-1.3.2 Equipment for Mixing and Placement

- A. The subgrade soil and the stabilizer solution shall be thoroughly mixed by a tractor-drawn construction disc with depth gauge wheel as the primary mixing unit. In addition, a cross-shaft rotary mixer with built-in metering system for application of the stabilizer solution, with accuracy demonstrated to the satisfaction of the Project Engineer, may be used for further mixing. **The Contractor will be required to demonstrate, to the satisfaction of the Project Engineer, that the selected equipment and operator is capable of providing a uniform width and rate of application of a measured load of water to a measured area representative of the area to be treated.**
- B. Distributor trucks, water trucks, water tankers and other water spray equipment, which will be used for the application of the stabilizer solution, must have water tanks with liquid volume capacity accurately measured and be equipped with spray equipment capable of delivering a constant rate in a uniform spray pattern. **The Contractor will be required to demonstrate, to the satisfaction of the Project Engineer, that the selected equipment and operator is capable of providing a uniform width and rate of application of a measured load of water to a measured area representative of the area to be treated.**

6-1.3.3 Applications of Stabilizer Treatment

- A. General: The completed course shall be uniformly treated, free from loose rock or segregated areas, of uniform density and moisture content, for its full depth and shall have a smooth surface.

- B. **Moisture Tolerance:** After pulverization is complete and prior to application of the stabilizer treatment, the moisture content of the subgrade material may not be more than two (2) percentage points below and not greater than one (1) percentage point above the optimum moisture content determined for the treated material (the optimum moisture content as determined for subgrade materials treated with the liquid stabilizer solution by Test Method ASTM D-1557). Moisture content should be checked at several locations in each section to be treated to ensure that the moisture content of the material is within tolerance throughout the length and width of the section. Materials that are drier than moisture content tolerances should be moisture conditioned by sprinkling with additional water to secure uniform moisture content throughout the layer that is within the required tolerances. Materials that are wetter than moisture content tolerances should be allowed to dry back through natural drying or aerated during suitable weather conditions with mixing equipment such as motor graders, tractor-drawn discs or cross-shaft rotary mixers. Aeration by compaction equipment, such as a Sheepsfoot roller, will not be permitted. It will be the responsibility of the contractor to adjust moisture content within the moisture content tolerances as necessary to achieve compaction specification requirements once the stabilizer product has been applied to the subgrade soils.

The addition of cement as a drying agent preparatory to application of an EMC SQUARED System treatment should only be done with the approval of the project engineer. Laboratory testing is recommended preliminary to the use of cement in combination with the EMC SQUARED System treatment and the contractor will be fully responsible for the final constructed product. It is recommended that the addition rate of cement be limited to no more than two percent (2%) by dry weight of the soil in order to reduce the risk of shrinkage cracking generated by the addition of cement.

- C. **Application Rate:** The application rate for the liquid stabilizer product shall be one (1) gallon **EMC SQUARED** Stabilizer (1000) per fifteen (15) cubic yards of subgrade soil. The tolerance from the specified application rate shall be plus or minus five (5) percent.
- D. **Dilution Ratios:** The liquid stabilizer product shall be added to the load of dilution water at a rate of 135 parts water per one (1) part **EMC SQUARED** Stabilizer (1000). The maximum variation from this dilution rate shall be plus or minus twenty (20) percent. Based upon the application rate per cubic volume of material as specified in section 3.4.C., application of the dilute stabilizer solution will be an addition of approximately two (2) percent moisture content by dry weight of subgrade soil being treated. The dilution ratio does not change the application rate of the **EMC SQUARED** System products. The application rate of one gallon (+/- 5%) of **EMC SQUARED** Stabilizer product per 15 cubic yards of soil materials is constant regardless of the dilution ratio used.
- E. **Dilution Procedures:** The liquid stabilizer product may be added separately, or simultaneously, to the dilution water by any method acceptable to the Project Engineer. Approximately 90% of the dilution water required to fill a single load of stabilizer solution shall first be added to the mixing tank before the liquid stabilizer products are added. The remainder of the dilution water for the load to be applied may then be added. For systems equipped with meters that can meter the stabilizer input throughout the water loading

operations, the stabilizers can also be added on a continuous basis. After the addition of the dilution water, start and stop the distributor truck, water truck or water tanker several times to gently rock the mixing tank and provide a small amount of additional mixing action for the stabilizer solution. For application equipment not outfitted with a recirculating spray bar, the spray bar and connecting lines should be flushed of any water left therein that does not visibly contain the stabilizer product prior to preceding to the area planned for stabilization treatment. Once diluted, the stabilizer solution shall be applied to project materials the same day. Overnight storage will not be permitted.

- F. Applications Preparations: Unless otherwise approved by the Project Engineer, the treated subgrade material shall be constructed in successive layers for the full width of the individual roadway cross section and in such lengths as are best suited to the stabilizer application and compacting methods utilized. The Contractor shall prepare a written summary, for the Project Engineer's review, before stabilizer treatment of each section to be treated. The following information should be included:

1. Insitu moisture content of the subgrade soil of each section to be treated and the treated optimum moisture content for this material.
2. Liquid volume capacity and planned fill level for all spreader or water trucks and other equipment that will be used to transport, spread or otherwise distribute the stabilizer solution.
3. Cubic yardage of subgrade soil to be treated for each section of the project.
4. Calculated quantity of liquid stabilizer required for the cubic yardage of subgrade soil to be treated for each section.
5. Calculated quantity of stabilizer solution (the total gallons of liquid stabilizer plus the total gallons of dilution water) required for each section to be treated.

- G. Application: Application of the stabilizer solution shall be limited to the area specifically shaped and sized to receive the treatment and shall be limited to a section of such an area such that all operations including mixing, compaction and grading are continuous and completed the same day. If overnight temperatures are not expected to drop below 32° F, it shall be the Project Engineer's option to allow treated material to remain in a stockpile or windrow overnight with the requirement that moisture content must be checked and properly adjusted within moisture tolerances for compaction when construction operations resume the following day.

1. Unless otherwise approved by the Project Engineer, stabilizer treatment shall not be started when the air temperature is below 40°F and falling, but may be started when the air temperature is above 35°F and rising. The stabilizer solution shall not be applied during periods of rainfall. If rainfall is encountered during application of the stabilizer solution and excessive loss of solution occurs, the Contractor shall, at his expense, reapply the stabilizer solution to the affected area at a rate of one-half (½) of the original application rate. The Contractor shall then re-mix and compact the material to the same specifications of the original application.
2. During rapid drying conditions, five (5) percent of the stabilizer solution shall be retained and sprinkled on surface materials during final compaction and/or final

- grading operations to protect the materials from desiccation and segregation while still being worked. The five (5) percent stabilizer solution applied to the final surface will be calculated as part of the application applied to the full lift being treated.
3. Lifts greater than eight (8) inches not to exceed twelve (12) inches will be permitted only with the approval of the Project Engineer. The Contractor shall, at his own expense, demonstrate the ability to provide not less than 95 percent of the optimum density as determined by Test Method ASTM D-1557 while working within the requirements of this specification.
 4. The stabilizer solution shall be distributed and applied at a uniform rate and in such a manner that the entire surface area is covered with the solution after visual inspection. If untreated areas are found after inspection, the Contractor may hand apply the stabilizer solution to the untreated areas to achieve full coverage. If the spray pattern is not uniform and failure to achieve full coverage occurs on a repetitive basis, then the Contractor will be required to re-mix the material by methods acceptable to the Project Engineer to achieve a homogeneously moisturized treated material. To prevent excessive application of stabilizer solution and moisture build up, the overlap of each pass shall not exceed twelve (12) inches.
 5. The Contractor shall take precautions when application occurs on unlevelled or sloping terrain or in any situation, such as channelization or rutting of the subgrade soil by the construction equipment, where the stabilizer solution flows and travels away from the area where it was applied. If during application of the stabilizer solution runoff results in loss of the stabilizer solution from the area to be treated or in excessive puddling, then modifications to the application procedure must be made immediately. The Contractor will be required to make an additional application and/or mixing passes in which a reduced quantity of stabilizer solution is applied with each application and/or mixing pass that results in applying the total amount specified without excessive runoff and puddling. Any other method of correction that does not rely on additional application and/or mixing passes must first be demonstrated to the satisfaction of the Project Engineer.
- H. Mixing: The subgrade soil and the stabilizer solution shall be thoroughly mixed by a tractor-drawn construction disc with depth gauge wheel as the primary mixing unit. In addition, a cross-shaft rotary mixer with built-in metering system for application of the stabilizer solution may be used for further mixing. The mixing shall continue until the treated material reaches a homogeneous mixture with a moisture content within specified compaction moisture tolerances as described in 1.3.4.I.
1. Weather conditions that increase the moisture content beyond specified tolerance, and prior to full and complete compaction, will require re-mixing and air-drying to reduce the moisture content of the treated subgrade soil. Weather conditions that decrease moisture content below specified tolerance, and prior to full and complete compaction, will require moisture conditioning by sprinkling with additional water. Prior to compacting the treated material, the moisture content of the material shall be within specified tolerances for compaction as described in 3.4.I.
 2. The operations of stabilizer application, mixing, compacting and finishing should be continuous. If the compacted lift is to be finished by milling or planing equipment, finishing may be completed at a later date as long as the surface is kept damp during the interim period.

3. If the stabilizer solution is applied at a rate which exceeds the absorbency of the loosened subgrade soil, and ponding, or runoff and flow from the treated area is observed, then adjustments to construction operations should be made immediately, as described in 3.4.G.
- I. Compaction Methods: Prior to compaction, the Contractor shall aerate or sprinkle and test the treated subgrade soil as necessary to provide a moisture content not more than three (3) percentage points above and not less than the optimum moisture content for the treated material (as determined by Test Method ASTM D-1557) or unless otherwise approved by the Project Engineer. Aeration by compaction equipment, such as a sheepsfoot roller, will not be permitted. Compaction of the treated subgrade soil shall begin immediately after the mixing, pulverization and compaction moisture content requirements are met. It will be the contractor's responsibility to adjust moisture content within the moisture content tolerances as necessary to achieve compaction specification requirements. If rutting or deformation in the treated subgrade is observed following final compaction, the moisture content should be reduced as necessary, while staying within tolerances, to produce a compacted subgrade that remains firm and solid under traffic.
 1. Sheepsfoot or padfoot rollers should be utilized for initial compaction operations, accompanied by other types of compaction equipment as necessary. The sheepsfoot and padfoot rollers should be operated in continuous passes over all treated areas until they "walk out" of the treated material leaving only minimal indentations in the surface. Grades should be left adequately high and compaction operations conducted so that the final grade is achieved by shaving and trimming with a motor grader to a hard uniform surface. All material removed should be bladed to the edge of the stabilized area and wasted.
 2. Each layer shall be compacted uniformly to the extent necessary to provide not less than 95 percent of the optimum density as determined by Test Method ASTM D-1557. Field density determination will be made in accordance with Test Method ASTM D-2922. Throughout the compaction operation the shape of the compaction layer shall be kept leveled with suitable equipment to insure uniform compaction over the entire layer. If the treated materials, due to any reason or cause, lose the required stability, density or finish before the next course is placed or the project is accepted, the affected area shall be reworked in accordance with section 3.4.J.
 - J. Reworking a Section: When a section is reworked after application of the stabilizer treatment and within 24 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. After the 24-hour period following the completion of compaction, the section requiring rework shall be maintained at or above its optimum moisture content until the reworking operation begins.

When a section is reworked 24 hours after completion of compaction, which has been allowed to dry back below its optimum and cure to a dry and hardened state, then the Contractor shall reapply the stabilizer solution at a rate of one-half ($\frac{1}{2}$) of the original application rate to the affected area and re-mix and compact the material to the same specifications of the original application. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with Test Method ASTM D-1557. Rework of treated materials shall be at the expense of the Contractor.

- K. Finishing and Curing: All placing, compacting and finishing operations shall be completed within the guidelines in PART 3, EXECUTION. After the final layer or course of the treated subgrade soil has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections.
- L. Restoration of Traffic: If a treated surface must be rapidly returned to service under traffic, layer curing conditions should first be subjected to proof rolling and inspected to verify that the entire installation is adequately cured and firm enough to resist rutting, unraveling or damage by sharp turns and rapid acceleration and braking. [The contractor is] responsible for (1) protection of treated surfaces until adequately cured to support traffic, and (2) repair of any damage to the surface resulting from passage of heavy equipment, trucks or vehicular traffic while the surface is undergoing the first several days of curing. Once the treated material has reached the initial stated of stability where the surface is not subject to damage, the stability of the treated layer will benefit from additional compaction by traffic when placed back into service.

6-1.3.4 Tolerances

A. Tolerances shall conform to the following:

1. Density Tolerance: The Project Engineer may accept the work providing not more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided the failing test is no more than three (3.0) pounds per cubic foot below the density specified in this Item as described in 3.4.I.2. If the material fails to meet the density requirements, it shall be reworked in accordance with section 3.4.J.
2. Thickness Tolerances of Treated Subgrade: At no time during the mixing process shall the Contractor increase or decrease the depth of the subgrade section as detailed on the plans without the approval of the Project Engineer. If any deviation should occur, that section shall be reworked according to construction operations and testing described in 3.4.J.

MEASUREMENT AND PAYMENT – BID ITEM NO. 15 - FULL DEPTH RECLAMATION (FDR), ADDITIVE BID SCHEDULE A – BID ITEM NO. 5– FULL DEPTH RECLAMATION (FDR), AND ADDITIVE BID SCHEDULE B – BID ITEM NO. 3 – FULL DEPTH RECLAMATION (FDR)

The contract unit price paid per cubic yard for **Bid Item No. 15, “Full Depth Reclamation (FDR)”**, **Additive Bid Schedule A – Bid Item No. 5, “Full Depth Reclamation (FDR)”**, and **Additive Bid Schedule B – Bid Item No. 3, “Full Depth Reclamation (FDR)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in minor grading, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 16 – MINOR GRADING

Grade Tolerance

Immediately before placing subsequent layers of material, prepare the grading plane such that the grading plane:

1. Does not vary more than 0.05 foot above or below the grade established by the Engineer where HMA is to be placed.
2. Does not extend above the grade established by the Engineer where concrete base or pavement is to be placed.
3. At any point is within 0.05 foot above the grade established by the Engineer if the material to be placed on the grading plane is paid by the cubic yard.
4. At any point is within 0.10 foot above the grade established by the Engineer if subbase or base material to be placed on the grading plane is paid by the ton.

Definition

‘Minor Grading’ includes all the grading work as part of trail construction, as well as the embankment and subgrade material at the North West (NW) Corner Sitting Area.

MEASUREMENT AND PAYMENT – BID ITEM NO. 16 – MINOR GRADING

The contract unit price paid per cubic yard for **Bid Item No. 16, “Minor Grading”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in minor grading, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 17 – HEADER BOARDS

ADDITIVE BID SCHEDULE A - BID ITEM NO. 8 – HEADER BOARDS

Lumber for header board edging must

2. Pressure-treated Douglas fir

Lumber must be:

1. Rough cut from sound timber.
2. Straight. Sweep must not exceed 1 inch in 6 feet.
3. Free from loose or unsound knots. Knots must be sound, tight, well spaced, and not to exceed 2 inches in size on any face.
4. Free of shakes in excess of 1/3 the thickness of the lumber.
5. Free of splits longer than the thickness of the lumber.
6. Free of other defects that would render the lumber unfit structurally for the purpose intended.

Each stake must be driven flush with the top edge of the header board edging and the stake top must be beveled away from the header board at a 45 degree angle. Attach stake to header board with at least two stainless steel screws per stake.

Installing header boards include the installation of stakes, splices, and fasteners.

Material submittals need to be submitted and approved by the City.

Header boards shall be omitted in locations as indicated on the plans. Typically these locations contain obstructions such as dense vegetation, rock slope protection, drainage structures, or monitoring wells.

**MEASUREMENT AND PAYMENT – BID ITEM NO. 17 – HEADER BOARDS AND ADDITIVE
BID SCHEDULE A – BID ITEM NO. 8 – HEADER BOARDS**

The contract unit price paid per linear foot for **Bid Item No. 17, “Header Boards”** and **Additive Bid Schedule A – Bid Item No. 8, “Header Boards”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing header boards, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 18 – REMOVABLE BOLLARD

The work in this section includes removable bollards.

Removable bollard shall be TrafficGuard® Deter-A-Post model 4536PL, or approved equal. Post height shall be 36” above finished grade. Post shall be HDPE, 4.5” outside diameter, 0.391” minimum wall thickness. Ground sleeve shall be galvanized steel sleeve with .3125” thickness.

Anchorage shall be per manufacturer's specifications and as shown on the plans.

Contractor shall submit manufacturer's product data for all manufactured items. TrafficGuard removable bollards are available from: TrafficGuard Direct, Geneva, IL, (877) 727-7347, sales@trafficguard.net.

Prior to commencing installation of site furnishings, Contractor shall stake layout and request a review by the City’s Representative to determine adjustments on-site from locations shown on drawings. Install manufactured items per manufacturer’s instructions. Set posts plumb and horizontal surfaces level. Furnish all anchors, fastenings, and appurtenances required for complete installation of site furnishings.

Check all bolts, nuts, and other connections for proper fit and tightness. Check components for proper alignment, fit and tolerances. Check all components and finishes for damage. Replace damaged components. Repair damaged finishes as approved.

Material submittals need to be submitted and approved by the City.

MEASUREMENT AND PAYMENT – BID ITEM NO. 18 – REMOVABLE BOLLARD

The contract unit price paid per each for **Bid Item No. 18, “Removable Bollard”** shall include full compensation for furnishing all labor, materials (post, fasteners, base, reinforced concrete), tools, equipment, and incidentals and for doing all the work involved in installing removable bollards, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 19 – RAILING

Handrails shall be provided as shown on the plans.

The top of handrails shall be 34 to 38 inches above the finished grade.

Handrails ends shall be returned or shall terminate in newel posts or safety terminals.

Handrails shall be grippable and shall be of the following type:

Type I: Handrails with a circular cross-section of not less than 1-1/4 inches and not greater than 2 inches pipe, cut, shaped & welded securely with a continuous weld to construct a handrail or railing that meets all FHA Minimum Standards, and A.D.A. requirements. If the handrail is not circular, it shall have a perimeter dimension of not less than 4 inches and not greater than 6-1/4 inches with a cross section dimension of not more than 2-1/4 inches.

All posts will be set in concrete post footings. All pipe rails must have a zinc chromate primer coat and two (2) coats of finish paint applied after installation.

Railing materials include all appurtenances such as posts, concrete footings, rail straps, and end returns.

Material submittals need to be submitted and approved by the City.

MEASUREMENT AND PAYMENT – BID ITEM NO. 19 - RAILING

The measurement of **Bid Item No. 19, “Railing”** is as measured along the ground in linear feet. This measurement shall be from end to end, including end returns.

The contract unit price paid per linear feet for **Bid Item No. 19, “Railing”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing railing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

BID ITEM NO. 20 - SITE CONCRETE (CONCRETE PADS)

ADDITIVE BID SCHEDULE A - BID ITEM NO. 7 – SITE CONCRETE (CONCRETE PADS)

ADDITIVE BID SCHEDULE B - BID ITEM NO. 6 – SITE CONCRETE (CONCRETE PADS)

Furnish and install all site concrete as shown and specified. This work includes, but is not necessarily limited to concrete finish, forms, reinforcing, and miscellaneous items.

Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:

1. City Standards for Public Improvements.
2. The State of California, Department of Transportation Standard Specifications (DTSS) latest sections except for measurement and payment requirements.
3. Applicable ASTM Specifications as they reasonably apply to this work, except for measurement and payment requirements.
4. American Concrete Institute (ACI), current standards.

Tolerances for subgrade, subbase and finished grade shall be as specified by DTSS except that Contractor shall deliver the full aggregate base and concrete thickness shown. No combination of high and low tolerances that compromise the section will be permitted.

Concrete Final Finishes: The Contractor shall demonstrate to the satisfaction of the City and the City’s Representative that they, or their subcontractor, possesses sufficient skills and experience to perform the work. Photographs and/or site visits of past work may be required to supply this information. A 4 foot by 4 foot sample of the concrete pad shall be poured and finished at the site for the and City and its representative’s review prior to the delivery of concrete on-site. Once the samples have been reviewed, the Contractor shall meet or exceed that quality of construction and finish in all subsequent work. Contractor shall be responsible for removal of the samples at the completion of the work.

Submittals: The following shall be submitted by the Contractor to the Engineer in accordance with the applicable portions of the referenced specifications:

1. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
2. Certification that materials are in compliance with specification requirements.
3. Method of transporting and placing concrete.

Weather Limitations: Construct concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.

Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations. All concrete shall slope to drain with no ponding of water.

Materials

Forms and Reinforcing: Per City and State Standard Specifications.

Concrete: Concrete shall conform to Section 73 of the DTSS “Minor Concrete”. All other concrete structures shall conform to Section 90 of the DTSS “Minor Concrete”.

1. Cement: Type II modified conforming to ASTM-C-150-02a.
2. Aggregate: Shall not be less than 3/8” or more than 1 inch in size.
3. Compression strength at 28 days to be a minimum 3,000 p.s.i.

Color Admixture: For all site concrete add Hi-con black at a rate of 1/8 lb. per sack.

Expansion Joint Filler shall be installed per plans. Filler shall be preformed cellular fibers, bituminous type complying with ASTM D994.

Cleaning Agents: As required.

Execution

Clear area to be paved of all debris and organic material. Recompact and regrade as necessary prior to placement of concrete. Verify that the subgrade and/or aggregate base is properly compacted and at suitable grade.

Before beginning paving work and during construction, take all steps necessary for protection of existing improvements. As the concrete is being placed, extreme care shall be taken not to discolor or damage any improvements. If damage occurs, repair same, and if satisfactory repair cannot be made, remove and replace the section as directed.

Formwork and Reinforcement:

1. Assure that excavations and formwork are completed.
2. Check that reinforcement is secured in place.
3. Verify that expansion joint material, anchors, and other embedded items are secured in position.

Finish: Provide a light broom finish with strokes perpendicular to direction of travel along adjacent trail.

Upon completion of the work under this section, remove immediately all surplus materials, rubbish, and equipment associated with or used in the performance of this work.

MEASUREMENT AND PAYMENT – BID ITEM NO. 20 - SITE CONCRETE (CONCRETE PADS), ADDITIVE BID SCHEDULE A – BID ITEM NO. 7 – SITE CONCRETE (CONCRETE PADS), AND ADDITIVE BID SCHEDULE B – BID ITEM NO. 6 – SITE CONCRETE (CONCRETE PADS)

The contract unit price paid per square foot for **Bid Item No. 20, “Site Concrete (Concrete Pads)”**, **Additive Bid Schedule A - Bid Item No. 7, “Site Concrete (Concrete Pads)”**, and **Additive Bid Schedule B – Bid Item No. 6, “Site Concrete (Concrete Pads)”** and associated appurtenances, shall

include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in site concrete and related incidental work as shown on the plans, as specified in these Technical Provisions, and as directed by the Engineer.

BID ITEM NO. 21 – CLASS 2 AGGREGATE BASE

ADDITIVE BID SCHEDULE A - BID ITEM NO. 10 – CLASS 2 AGGREGATE BASE

ADDITIVE BID SCHEDULE C - BID ITEM NO. 2 – CLASS 2 AGGREGATE BASE

4-1.1 General

4-1.1A Summary

Section 4 includes specifications for placing aggregate base.

4-1.1B Definitions

Reserved

4-1.1C Submittals

Submit an aggregate base QC plan.

4-1.1D Quality Assurance

4-1.1D(1) General

Aggregate samples must not be treated with lime, cement, or chemicals before testing for durability index. Aggregate from untreated reclaimed processed AC, PCC, LCB, or CTB is not considered treated.

4-1.1D(2) Quality Control

4-1.1D(2)(a) General

Reserved

4-1.1D(2)(b) Quality Control Plan

Reserved

4-1.1D(2)(c) Qualifications

Reserved

4-1.1D(2)(d) Quality Control Testing

AB quality control must include testing the quality characteristics at the frequencies shown in the following table:

QC Testing Frequencies

Quality characteristic	Test method	Sampling location	Minimum frequency
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R-value	California Test 301	Stockpiles, transportation units, windrows, or roadways	1 test before starting work and every 2,000 cu yd thereafter ^a
Aggregate gradation	California Test 202	Stockpiles, transportation units, windrows, or roadways	1 per 500 cu yd but at least one per day of placement
Sand equivalent	California Test 217	Stockpiles, transportation units, windrows, or roadways	
Durability index ^b	California Test 229	Stockpiles, transportation units, windrows, or roadways	1 per project
Relative compaction	California Test 231	Roadway	1 per 500 sq yd on each layer

^aAdditional R-value frequency testing will not be required when the average of 4 consecutive sand equivalent tests is 29 or greater for Class 2 AB or 25 or greater for Class 3 AB.

^bApplies if section 26-1.02 contains an applicable requirement for durability index.

4-1.1D(3) City Acceptance

The City accepts AB based on aggregate gradation, R-value requirements, durability, and sand equivalent requirements specified in section 26-1.02.

The City accepts AB based on percent relative compaction specified in section 26-1.03E tested under California Test 231.

The Engineer takes aggregate base samples for R-value, aggregate gradation, sand equivalent, and durability index from any of the following locations:

1. Windrow
2. Roadway

If the aggregate gradation test results, sand equivalent test results, or both comply with the Contract compliance requirements but not the operating range requirements, you may continue placing AB for the remainder of the work day. Do not place additional AB until you demonstrate to the Engineer the AB to be placed complies with the operating range requirements.

If the aggregate gradation test results, sand equivalent test results, or both do not comply with Contract compliance requirements, remove the AB or request a payment deduction. If your request is authorized, \$2.00/cu yd is deducted. If AB is paid by weight, the Engineer converts tons to cubic yards for the purpose of reducing payment for noncompliant AB left in place.

Each aggregate gradation and a sand equivalent test represents no more than 500 cu yd of AB or 1 day's production, whichever is smaller.

4-1.2 MATERIALS

4-1.2A General

Aggregate must be clean and consist of any combination of the following:

1. Broken stone
2. Crushed gravel
3. Natural rough-surfaced gravel
4. Sand
5. Processed reclaimed asphalt concrete, PCC, LCB, or CTB

Use either 1-1/2-inch or 3/4-inch maximum aggregate gradation unless otherwise specified. Do not change your selected aggregate gradation without authorization.

4-1.2B Class 2 Aggregate Base

Aggregate gradation must be within the percentage passing limits for the sieve sizes shown in the following table:

Aggregate Gradation

Sieve size	Percentage passing			
	1-1/2 inch maximum		3/4 inch maximum	
	Operating range	Contract compliance	Operating range	Contract compliance
2"	100	100	--	--
1-1/2"	90–100	87–100	--	--
1"	--	--	100	100
3/4"	50–85	45–90	90–100	87–100
No. 4	25–45	20–50	35–60	30–65
No. 30	10–25	6–29	10–30	5–35
No. 200	2–9	0–12	2–9	0–12

The aggregate quality characteristics must comply with the requirements shown in the following table:

Aggregate Quality Characteristics

Quality characteristic	Requirement	
	Operating range	Contract compliance
Resistance (R-value) (min)	--	50
Sand equivalent (min)	21	18

4-1.3 CONSTRUCTION

4-1.3A General

Apply water to the AB as needed for compaction.

4-1.3B Subgrade

Immediately before spreading AB, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous material.

You may use AB to fill areas of the subgrade that are lower than the grade established by the Engineer.

4-1.3C Placing Geosynthetic Materials

Section 4-1.3C applies if geosynthetic materials are shown.

Geosynthetic materials include filter fabric and biaxial geogrid.

If filter fabric is shown, place it on the subgrade. Before placing geosynthetic materials, remove sharp objects that may come in contact with the material.

Place the material:

1. Under manufacturer's instructions
2. Longitudinally along the roadway alignment
3. Without wrinkles

Overlap adjacent edges of geosynthetic material at least 2 feet. Overlap the ends of the rolls at least 2 feet in the direction AB is spread.

You may fold or cut geosynthetic material to conform to curves. If material is cut, overlap it at least 2 feet. You may hold material in place with mechanical ties, staples, pins, or small piles of AB.

Do not place stockpiles on geosynthetic material or place more material than can be covered in 72 hours. Do not operate equipment or vehicles directly on filter fabric.

Do not operate equipment or vehicles directly on geogrid unless one of the following conditions is met:

1. Vehicles and equipment are:
 - 1.1. Equipped with rubber tires
 - 1.2. Operated under 10 mph
 - 1.3. Operated to avoid sudden braking and sharp turns
2. At least 0.35 ft of AB has been placed, spread, and compacted on the material. Repair or replace any damaged geosynthetic material by placing a new piece of material over the damaged area with at least 3 feet of overlap.

4-1.3D Spreading

Deliver uniform mixtures of AB to the roadbed. Deposit AB in layers or windrows. Spread and shape the AB to such thickness that after watering and compacting, the completed AB is within the tolerances specified in section 26-1.03E. When AB is spread and compacted the moisture content must be uniform and sufficient to obtain the required compaction. Avoid material segregation. AB must be free from pockets of coarse or fine material.

If the subgrade is cohesionless sand, you may dump AB in piles and spread it ahead in sufficient quantities to stabilize the subgrade, if authorized.

If the AB thickness shown is 0.50 foot or less, spread and compact the AB in at least 1 layer. If the thickness shown is more than 0.50 foot, spread and compact the AB in at least 2 approximately equal layers in thickness. The compacted thickness of any one layer must not exceed 0.50 foot.

At locations inaccessible to spreading equipment, spread and compact AB by any means that will attain the specified requirements.

4-1.3E Compacting

Compact each AB layer to at least 95 percent relative compaction.

If biaxial geogrid is shown, compact AB with either (1) a smooth-wheeled roller or (2) a rubber-tired roller. Do not use vibratory devices during compaction.

The finished AB surface must not vary more than 0.05 foot from the grade established by the Engineer. Correct areas of AB that do not comply with the described thickness or request a payment deduction if AB is paid for by volume. If your request is authorized, the Engineer calculates the deduction by multiplying:

1. Deficient thickness less allowable tolerance
2. Planned width
3. Longitudinal distance of the deficient thickness

MEASUREMENT AND PAYMENT – BID ITEM NO. 21 – CLASS 2 AGGREGATE BASE, ADDITIVE BID SCHEDULE A – BID ITEM NO. 10 – CLASS 2 AGGREGATE BASE, AND ADDITIVE BID SCHEDULE C – BID ITEM NO. 2 – CLASS 2 AGGREGATE BASE

The contract unit price paid per cubic yard for **Bid Item No. 21, “Class 2 Aggregate Base”, Additive Bid Schedule A – Bid Item No. 10, “Class 2 Aggregate Base”, and Additive Bid Schedule C – Bid Item No. 2, “Class 2 Aggregate Base”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in aggregate bases, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

ADDITIVE BID SCHEDULE A

ADDITIVE BID SCHEDULE A - BID ITEM NO. 6 – REMOVE AND REINSTALL PICNIC TABLES

The Contractor shall remove the picnic tables and base footings. The Contractor shall submit a plan showing the means and methods to the City for approval to reinstall the picnic tables. The installation of the bike rack will require concrete footings. The reinstallation of this picnic tables shall be in like and kind to the existing condition. The Contractor shall not damage the bike rack.

MEASUREMENT AND PAYMENT – ADDITIVE BID SCHEDULE A – BID ITEM NO. 6 - REMOVE AND REINSTALL PICNIC TABLES

The measurement of **Additive Bid Schedule A – Bid Item No. 6, “Remove and Reinstall Picnic Tables”** is by each item.

The contract price paid per each item for **Additive Bid Schedule A – Bid Item No. 6, “Remove and Reinstall Picnic Tables”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

ADDITIVE BID SCHEDULE A - BID NO. 9 - ASPHALT CONCRETE REMOVAL

This work includes the removal and disposal of excess asphalt concrete.

Materials

The material to be removed is the existing asphalt concrete pavement OUTSIDE of the limits of the new or reconstructed trail/path/picnic pavement. This material does not include the existing asphalt concrete pavement INSIDE the new pavement limits, as this material is expected to be used in item FULL DEPTH RECLAMATION (FDR).

It is expected and required that the Contractor shall reuse existing asphalt in place for FDR. The material described in this section is that which falls outside of the new path. For example, if the existing trail is 12’ wide, while the underlying new FDR section is 10’ wide, there may be 2’ of excess pavement.

If the Contractor is unable to incorporate excess pavement into the FDR section, it must be removed and disposed of.

Execution

Excess pavement must be removed and disposed of at a suitable facility approved by the City.

MEASUREMENT AND PAYMENT – ADDITIVE BID SCHEDULE A – BID ITEM NO. 9 - ASPHALT CONCRETE REMOVAL

The measurement of **Additive Bid Schedule A – Bid Item No. 9, “Asphalt Concrete Removal”** shall include excess pavement. This item does not include asphalt material used for FDR. The measurement of this item is by the ton. The measurement shall be by approved and documented hauling truck load weights.

The contract price paid per ton for **Additive Bid Schedule A – Bid Item No. 9, “Asphalt Concrete Removal”** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in asphalt concrete removal, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

ADDITIVE BID SCHEDULE B – NW VIEWING AREA

ADDITIVE BID SCHEDULE B - BID ITEM NO. 2 – RECLOCATE BENCH

This work includes removing and reinstalling benches.

Materials

The benches are existing. The attachments (nuts, bolts, etc.) are existing and may need to be replaced with new attachments in like and kind. Benches may have memorial placards that are to remain.

The concrete pads for relocated benches are a separate item

Execution

Benches shall be relocated as indicated on the plans and with approval by the City.

MEASUREMENT AND PAYMENT – ADDITIVE BID SCHEDULE B – BID ITEM NO. 2 - RELOCATE BENCH

The contract price paid per each for **Additive Bid Schedule B – Bid Item No. 2, “Relocate Bench”** and associated appurtenances, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing Relocating Benches, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

ADDITIVE BID SCHEDULE B - BID ITEM NO. 4 – FILL (IMPORTED BORROW)

This work includes furnishing and the installation imported earthwork fill material.

Materials

Imported borrow must be:

1. Suitable for the purpose intended
2. Free of unsuitable material, including organic matter

Imported borrow must be free of man-made refuse, such as:

1. Concrete
2. Asphalt Concrete
3. Residue from grooving and grinding operations
4. Metal
5. Rubber
6. Mixed debris
7. Rubble

Execution

Before placing imported borrow in fill or embankment areas, ensure enough space is available for placing planned or designated excavated material from the job site.

MEASUREMENT AND PAYMENT – ADDITIVE BID SCHEDULE B – BID ITEM NO. 4 – FILL (IMPORTED BORROW)

The contract unit price paid per cubic yard for **Additive Bid Schedule B – Bid Item No. 4, “Fill (Imported Borrow)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in fill (imported borrow), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City’s Representative.

ADDITIVE BID SCHEDULE C

ADDITIVE BID SCHEDULE C - BID ITEM NO. 1 – TRASH RECEPTACLE WITH SITE CONCRETE

This work includes the furnishing and installation of all ADA benches as shown on the Drawings in conformance to the provisions of manufacturer Specifications and these technical specifications.

Materials

Trash Receptacle. See Drawings.

Concrete pads are a separate item. Aggregate base is a separate item.

Execution

All trash receptacles and associated appurtenances shall be installed per manufacturer’s specifications.

MEASUREMENT AND PAYMENT – ADDITIVE BID SCHEDULE C – BID ITEM NO. 1 - TRASH RECEPTACLE WITH SITE CONCRETE

The contract price paid per each for **Additive Bid Schedule C – Bid Item No. 1, “Trash Receptacle with Site Concrete”** and associated appurtenances, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing trash receptacles, and associated appurtenances, complete in place, as shown on the plans, as specified in these technical provisions and as directed by the Engineer.

Appendix A
Community Workforce Agreement

CITY OF BERKELEY
COMMUNITY WORKFORCE AGREEMENT

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Agreement to be Bound

COMMUNITY WORKFORCE AGREEMENT
For the
City of Berkeley

This Agreement is made and entered into this June 30, 2017 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 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

2.1 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.

2.2 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.

2.3 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.) This Agreement also covers all off-site fabrication work traditionally performed by the Unions that is part of the Projects, provided such off-site fabrication work is covered by a provision of a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.”

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.

2.4 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.

3.6 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.

3.7 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.

4.1.4 In the case of nonpayment of trust fund contributions on the Projects, the Union shall give the City and the Contractor 5 business days' notice of the intent to withhold labor from the Contractor's or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions shall not be considered a violation of this Article."

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.

8.1.5 Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s).

8.1.6 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.

8.1.7 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

13.1 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.

13.2 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.

13.3 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.

13.4 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 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: _____

Title: _____

Date: _____

Alameda County Building & Construction Trades Council, AFL-CIO

By: _____ Date: _____

Signatory Unions

Asbestos Workers, Local 16 Boilermakers, Local 549

By: _____ By: _____

Bricklayers & Allied Craftsmen, Local 3 Cement Masons, Local 300

By: _____ By: _____

Electrical Workers, Local 595 Elevator Constructors, Local 8

By: _____ By: _____

Hod Carriers, Local 166 Iron Workers, Local 378

By: _____ By: _____

Laborers, Local 67 Laborers, Local 304

By: _____ By: _____

Operating Engineers, Local 3 Plasterers, Local 66

By: _____ By: _____

Roofers, Local 81 Sheet Metal Workers, Local 104

By: _____ By: _____

Sign Display, Local 510 Sprinkler Fitters, Local 483

By: _____ By: _____

Teamsters, Local 853 United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355

By: _____ By: _____

United Association of Steamfitters, Ironworkers City and the RDA Council of Pipefitters, Plumbers, & Gas California Fitters, Local 342

By: _____ By: _____

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)

By: _____ By: _____

Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713; Carpenters, Local 2236; Lathers, Local 68L; Millwrights, Local 102; Pile Drivers, Local 34)

By: _____

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) #: _____

RESOLUTION NO. 68,299-N.S.

COMMUNITY WORKFORCE AGREEMENT WITH BUILDING TRADES COUNCIL,
ET.AL. FOR CITY OF BERKELEY CONSTRUCTION PROJECTS OVER \$500,000

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

WHEREAS, the City has operated continuously under the guidelines of the CWA, which has enhanced local hiring efforts by ensuring a portion of workers on certain City of Berkeley construction projects are from the local area, and that City projects will not be affected by work stoppages due to labor issues; 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, Council approved the City Manager's recommendation to maintain 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, the City has since that time honored the terms of that Agreement and its key components, and the Parties have worked diligently and cooperatively to reach an accord on newly added contract language and a new expiration term.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract with the Building Trades Council and twenty-two labor organizations regarding the provision of labor to City of Berkeley construction projects in Berkeley with an estimated value in excess of \$500,000 for a three-year term that will expire June 30, 2020.

The foregoing Resolution was adopted by the Berkeley City Council on January 23, 2018 by the following vote:

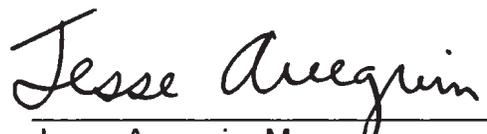
Ayes: Davila, Droste, Hahn, Harrison, Maio, Wengraf, Worthington and Arreguin.

Noes: None.

Absent: Bartlett.

Attest:


Mark Numainville, City Clerk


Jesse Arreguin, Mayor

RESOLUTION NO. 69,661-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, Council approved the City Manager's recommendation to maintain 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, Council approved Resolution No. 68,299-N.S. maintaining the \$500,000 threshold based on the engineer's estimate and authorizing the City Manager to extend the then-current CWA for two years; 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.

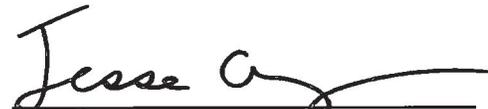
NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment with the Building Trades Council and twenty-two labor organizations regarding the provision of labor to construction projects in Berkeley with an estimated value in excess of \$500,000 for a three-year term that will expire June 30, 2023.

The foregoing Resolution was adopted by the Berkeley City Council on December 15, 2020 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

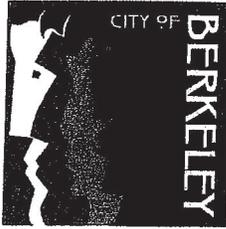
Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk



Health Housing & Community Services Department
Housing & Community Services Division
Employment Programs

Community Workforce Agreement – Public Works

Forms:

CWA Summary: captures main points of the 24-page CWA document

Agreement to Be Bound (also known as Letter of Assent): to be signed by all contractors and subs regardless of tier

Pre-Job Conference Request: Project manager to submit to Delfina (or designee) as PM is preparing documents, contract etc. Pre-job must occur prior to start of project.

Hiring Plan: to be completed by each contractor & sub prior to start of project

Cumulative CWA Workforce Utilization Report: to be submitted with Certified Payroll by the 25th of the following month.

A Vibrant and Healthy Berkeley for All

2180 Milvia Street, 1st Floor, Berkeley, CA 94704 Tel: 510.981.4970 TDD: 510.981.6903 Fax: 510.981.4975

E-mail: housing@cj.berkeley.ca.us - <http://www.cityofberkeley.info/housing/>



CITY OF BERKELEY

BIDDING & CONTRACTING UNDER THE COMMUNITY WORKFORCE AGREEMENT (CWA)

• **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.



CITY OF BERKELEY

BIDDING & CONTRACTING UNDER THE COMMUNITY WORKFORCE AGREEMENT (CWA)

• **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 meets 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

Delfina Geiken
Employment Programs Administrator
Department of Health, Housing and Community
Services

2180 Milvia, 2nd floor
Berkeley, CA 94704
dgeiken@cityofberkeley.info
(510) 981-7551

Nathan Dahl
Community Development Project Coordinator
Department of Health, Housing and Community
Services

2180 Milvia, 2nd floor
Berkeley, CA 94704
ndahl@cityofberkeley.info
(510) 981-5405

To view the full City Council report:

http://www.cityofberkeley.info/Clerk/City_Council/2015/06_Jun/Documents/2015-06-23_Item_52_Contract_Community_Workforce_-_Rev.aspx

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) #: _____



Pre-Job Conference Request Template

Please fill out this request for a Pre-Job form. **Do not** submit a PDF or Excel spreadsheet. Please allow ~7 business days for confirmation of your Pre-Job. A Pre-Job Notice will be sent via email once confirmed. If you have any questions, please call Kelly Elena Marshall at 510-430-8664.

Date of Pre-Job request: **To be filled out by BTC**
Time of Pre-Job Request: **To be filled out by BTC**

Name of Job:

General Scope of Job:

Project Address:

General Contractor:

Contact: Provide name, title, cell # and email address

Contract Amount:

Project Start Date:

****This request cannot be processed w/o all Agreements to be Bound, attached****

List of sub(s):

1. Name of Company:
Company Address:
CSLB #:
Contact Person:
Phone number
Email:
Scope of work:
Sub to:
Estimated Start Date:
Estimated Completion Date/Duration:

Cumulative CWA Workforce Utilization Report

Report Period:	CoB Project Manager:
Project Name:	
General Contractor:	
Start Date:	
Bid Amount:	
Prepared By:	

Craft	Total Local Hire	Enter Total All Craft Hours on Project	Enter Total Number of Workers on Project	All Berkeley		Apprentices Number	
				Enter Total Hours	total number of Berkeley residents	Total all new and/or 1st pd apprentices on project	1st period Berkeley
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Enter totals (numbers) in columns C-H. Include apprentice hrs in totals

To be submitted monthly with Certified Payroll

Carry over numbers each month so the report is cumulative, add a worksheet via tab to keep in one document.

row 26 will auto calculate

Appendix B

Environmental Constraints for the Cesar Chavez Park Pathway Improvements Project



Rincon Consultants, Inc.

449 15th Street, Suite 303
Oakland, California 94612
510-834-4455

June 4, 2024
Project No: 23-14283

Joe Streeper, PE
Mark Thomas
Via email: jstreeper@markthomas.com

**Subject: Environmental Constraints for the Cesar Chavez Park Pathway Improvements Project
City of Berkeley, California**

Dear Mr. Streeper:

Rincon Consultants, Inc. (Rincon) is pleased to provide this environmental constraints memorandum to Mark Thomas for the City of Berkeley's (City) Cesar Chavez Park Pathway Improvements Project (project) located in Berkeley, Alameda County, California. We understand that the proposed project is anticipated to involve replacement of the existing asphalt concrete trail around the perimeter of Cesar Chavez Park and minor grading to conform with connecting trails. This scope of work is intended to support the identification of environmental constraints and potential permitting pathways based on the conceptual design.

Existing Conditions

The study area, which consists of a 90-acre open-space parcel on the north side of the Berkeley Waterfront at Cesar Chavez Park, is located along the shoreline of the north San Francisco Bay, adjacent to the Berkeley Marina (Figure 1). The Berkeley coastline within the vicinity of the site is largely developed, with recreational, industrial, and urban uses.

Prior to the 1950's, the study area was part of the San Francisco Bay (e.g., it was submerged tidelands). From the 1950's through the 1980's, this area was operated as a municipal landfill by the City. By the mid- 1980's, this area was fully filled in with municipal waste and soil, the landfill operations were closed, and the area underwent a multi-year planning process to become North Waterfront Park, which was formally dedicated and opened to the public as Cesar Chavez Park in 1991. The existing 1.45-mile perimeter trail was constructed in 1991 and is comprised of 8-foot-wide asphalt with a 2-foot unpaved shoulder on either side.

Biological Resources

The study area is generally flat to gently sloped and consists of vacant land, including non-native annual grasses, such as common velvetgrass (*Holcus lanatus*), foxtail barley (*Hordeum murinum*), and kikuyu grass (*Pennisetum clandestinum*), and a small grouping of trees, including Bishop pine (*Pinus muricata*), and Torrey Pine (*Pinus torreyana*) (Chavez Park Conservancy 2024¹). The perimeter of the study area, which is where the pathway improvements would occur, consists of rock armoring (rip rap) along the shoreline. The Chavez Park Conservancy, a local nonprofit community organization, has

¹ Chavez Park Conservancy. 2024. List of Plants in Cesar Chavez Park. <https://chavezpark.org/new-list-of-plants-in-cesar-chavez-park/> (accessed March 2024).



undertaken efforts to establish native plantings in the park, including native grasses, shrubs, and trees.

Methods

Rincon conducted an environmental considerations and constraints analysis for the project consisting of a review of relevant background information. This included an evaluation of the project site to determine if any special status biological resources are present that would result in constraints for implementation of the project. The analysis consisted of a review of relevant background literature and a query of resource agency databases.

Special Status Species

Based on a review of the existing conditions, the CDFW California Natural Diversity Database (CNDDDB) (CDFW 2024²), and the California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants of California (CNPS 2024³), the study area contains occupied habitat for one special-status species, burrowing owl (*Athene cunicularia*; California species of special concern). Burrowing owls have regularly used the northeast corner of the park for winter roosting (typically between October and March), to the extent that the City established a fenced, protected Burrowing Owl Sanctuary to keep dogs and humans at a safe distance (Chavez Park Conservancy 2021⁴). In other areas of the park dogs are allowed off-leash, and therefore burrowing owl are not expected to roost outside the protected area (Figure 1).

Crotch's bumble bee (*Bombus crotchii*; state candidate endangered) also has a moderate potential to occur within the study area due to the presence of flowering plants and known occurrences in the vicinity. This species nests in the ground in small mammal burrows such as California ground squirrel, which are known to occur in the study area. A review of the Bumble Bee Watch Bumble Bee Sightings mapper⁵ includes one occurrence from the City of Berkeley, indicating the species is possibly extant in the regional vicinity.

Trees adjacent to the study area at the Berkley Marina may also contain suitable nesting habitat for white tailed kite (*Elanus leucurus*; California fully protected). Suitable foraging habitat for this species is present within the study area. Additionally, the study area and adjacent landscaped trees provide suitable habitat for native nesting birds protected under the California Fish and Game Code (CFGC) Section 3503 and federal Migratory Bird Treaty Act (MBTA).

No salt marsh habitats are present, and due to the level of coastal development in the vicinity, the nearest natural salt marsh habitat is approximately one mile to the north, at the Albany Mudflats Ecological Reserve. Therefore, no other special-status species (e.g., salt marsh dependent species) are expected to occur.

² CDFW. 2024. CDFW California Natural Diversity Data Base (CNDDDB), Rarefind V. 5. (accessed March 2024).

³ California Native Plant Society. 2024. Inventory of Rare and Endangered Plants (online edition V8-030.39). <http://www.rareplants.cnps.org/> (accessed March 2024).

⁴ Chavez Park Conservancy Annual Report 2021.

⁵ The Xerces Society, Wildlife Preservation Canada, York University, University of Ottawa, The Montreal Insectarium, The London Natural History Museum, BeeSpotter. 2024. Data accessed from Bumble Bee Watch, Xerces and Partners. <https://www.bumblebeewatch.org/>. (accessed March 2024).



Aquatic Resources

As previously noted, the study area is highly modified consisting of fill and revegetation of a historical landfill site in former Baylands. The shoreline of the study area is comprised of an up to 20-foot dike, with rip rap rock armoring. Rip rap consists of large rocks on the west facing shoreline, and smaller rocks on the east facing (protected) side, with some use of broken concrete (City of Berkeley 2021⁶).

The study area falls within the San Francisco Bay Conservation and Development Commission (BCDC) plan area. Under the McAteer-Petris Act, BCDC's jurisdiction of the San Francisco Bay includes a shoreline band extending inland for 100 feet from the mean high tide line. The mean high tide line at the study area is 5.49 feet (National Oceanic and Atmospheric Administration 2024⁷).

Environmental Hazards

Rincon requested the Post-Closure Monitoring Plan (PCMP) for the Closed Berkeley Landfill from CalRecycle and the City of Berkeley Engineering Division (closed landfill oversight agency), and reviewed documents available on the Solid Waste Information System (SWIS) database. Due to the age of the landfill, a PCMP was not prepared; however, Rincon reviewed the General Closure Plan (Closure Plan)⁸, the Construction Completion Report (Construction Report)⁹, the Operation, Monitoring, and Maintenance (OMM), Landfill Gas (LFG) Migration Control Facilities letter (OMM Letter)¹⁰, and the State Coastal Conservancy Grant Application¹¹ for potential conflicts with the project. Specifically, Rincon completed an evaluation of the proposed earthwork activities to ensure they will not penetrate the landfill cap, interfere with ongoing landfill monitoring activities or infrastructure, or fail to meet other maintenance and monitoring requirements. According to the Closure Plan, the landfill cap consists of approximately 4 feet of soil composed of a 2 foot bottom layer of compacted earth, overlain by 1 foot of compacted clay, and 1-foot top layer of soil for vegetative growth.

Discussion and Recommendations

Special Status Species

Overall impacts to special-status species would be low, and avoidance of impacts is expected to be achievable. Impacts due to demolition and grading for the pathway improvements would be limited primarily to the existing paved recreational trail and immediately adjacent areas. Therefore, impacts to nesting bumble bees are not expected to occur; however, a preconstruction clearance survey could be performed prior to demolition and grading to ensure no bumble bee nests would be disturbed, at the City's discretion.

⁶ City of Berkeley. 2021. Infrastructure Assessment DRAFT (May 2021). Waterfront Specific Plan for the City of Berkeley Public Tidelands Area.

⁷ National Oceanic and Atmospheric Administration (NOAA). 2024. National Ocean Service. Datums for 9414816, BERKELEY, S.F. BAY CA. <https://tidesandcurrents.noaa.gov/stations.html?type=Datums> (accessed March 2024).

⁸ Cooper Engineers. 1985. General Closure Plan, City of Berkeley Landfill, Berkeley, California For the City of Berkeley. August 20.

⁹ SCS Engineers. 2016. Construction Completion Report: Landfill Gas Collection and Control System Improvements Closed Berkeley Landfill, Berkeley, California. September 12.

¹⁰ SCS Field Services. 2015. Operation, Monitoring, and Maintenance, Landfill Gas (LFG) Migration Control Facilities, City of Berkeley Sanitary Landfill, Berkeley, California. December 8.

¹¹ City of Berkeley. State Coastal Conservancy Grant Application, Cesar Chavez Park Perimeter Trail Project (undated).



Similarly, physical impacts to overwintering burrowing owl and nesting birds due to demolition and grading are not expected; however, impacts could occur due to noise and disturbance if either are present in the vicinity of the work area during construction. Seasonal timing of construction is recommended to avoid impacts. Construction activities within 500 feet of the Burrowing Owl Sanctuary (see Figure 1) are recommended to occur from April 1 to September 31 to avoid the wintering season for burrowing owls. If work must be performed within 500 feet of the Burrowing Owl Sanctuary outside of the specific work window, a qualified biologist should perform a preconstruction clearance survey to ensure no impacts to burrowing owl would occur.

Burrowing owl is not currently a state or federally listed species; however, it should be noted that the California Fish and Game Commission received a petition in March 2024 to list this species under the California Endangered Species Act (CESA). If the California Fish and Game Commission accepts the petition for consideration, the species would be considered a “candidate” and would be afforded the same protections as a threatened and endangered species under the CESA. This decision is anticipated to be made in Summer 2024. If seasonal avoidance is not feasible, impacts to burrowing owl would then require consultation with CDFW and potentially a permit for “take” of a listed species under CESA Section 2081. The CESA permitting process can take 6 to 18 months to complete.

Construction activities within the park and adjacent to trees at the Berkley Marina are recommended to occur outside the nesting season for migratory birds (October 1 to January 31). If work must be performed within the nesting season, a qualified biologist should perform a preconstruction survey. If active nests are observed during the survey, the qualified biologist should recommend an appropriate non-disturbance buffer to ensure no impacts to nesting birds would occur.

Permitting Pathways

Jurisdictional Waters

Rincon understands that project activities are intended to be limited to existing pathway and shoulders, which would ensure avoidance of impacts to jurisdictional waters of the U.S. and State, and ultimately permits from the U.S. Army Corps of Engineers (USACE) and San Francisco Bay Regional Water Quality Control Board (RWQCB). USACE jurisdiction extends to the high tide line (plus adjacent wetlands) and RWQCB jurisdiction extends to the mean higher high-water line. Avoidance of these areas is recommended to be maintained to avoid permits from these agencies.

BCDC Permitting

Shoreline development including construction or reconstruction of pathways, structures, and landscaping within the BCDC shoreline band would require approval by BCDC. Rincon contacted BCDC on April 5, 2024, and received guidance on the permitting approach from Ashley Tomerlin, BCDC Bay Development Design Analyst. BCDC advised that there is an existing permit governing Cesar Chavez Park (Permit No. 1978.033.07; Attachment 1), which covers activities including construction of a “12- to 15-foot-wide by 6,400-foot-long combined service road and public access pathway around the perimeter of the site,” among other park and landscape improvements. BCDC permits “run with the land,” thus only amendment or approval under the existing permit is required (no new permit). BCDC advised that based on the activities associated with the proposed project, it was highly likely that the project could be approved through the Plan Review Process, which demonstrates the project activities are consistent with the existing permit.

To achieve permit compliance, BCDC advised the following approach:



- The City should submit design plans to BCDC (Ashley Tomerlin, ashley.tomerlin@bcdc.ca.gov, 415.352.3657) for review for consistency with the existing permit. BCDC can only officially approve the project through the Plan Review Process if the plans are 100% complete, but to reduce risks of BCDC requesting design changes late in the process, less advanced (e.g., 65%) design plans can be submitted for preliminary review.
- Following submittal of 100% design plans, BCDC has 45 days to determine if the plans are consistent with the existing permit. BCDC anticipates two possible outcomes of this review: 1) design plans are consistent with existing permit (no further action needed), or 2) the project is conditionally approved with minor changes to the design.
- If the project is approached in phases (e.g., only a portion of the pathway at a time), BCDC can also provide approval for only those parts of the project that are proposed to move forward in the short term.

The City will be responsible for following the conditions in the existing permit, as applicable. For example, the City can expect requirements such as advanced public notification of trail closures, detour signage, use of native species in any landscaping, water quality protections, and others specified in the permit.

Hazards and Hazardous Materials

Based on our review of the Closure Plan, Construction Report, and OMM Letter for the closed Berkeley Landfill and the proposed project plans, Rincon has identified the following potential hazards associated with the proposed project:

- Presence of closed Berkeley landfill cap beneath the proposed project.
- Groundwater monitoring wells, liquid collection sumps, and LFG extraction wells and associated horizontal piping are located adjacent to the proposed project activities along the northern, western, and southern portions of the project site.
- Two City control points (elevation benchmarks) are located adjacent to the proposed project activities at the northwestern and southwestern portions of the project site.
- Potential worker safety concerns related to oxygen levels and presence of methane gas should excavation and/or trenching occur that extends more than 1 foot below ground surface (bgs)

As such, we recommend the following to ensure that the landfill cap and subsurface structures are not damaged during the proposed project and the health and safety of workers and community is protected:

- Vaults, well boxes, benchmark markers, and subsurface piping located near the proposed project activities are identified prior to construction and are adequately protected from damage during construction activities. A site plan showing the locations of wells, benchmarks, and subsurface piping is included as Attachment 2.
- Only minor grading is anticipated as part of the improvement project; however, if excavation is planned, we recommend extra caution when digging along the western perimeter of the proposed project to ensure that extraction wells and associated piping are not damaged.
- If trenching and/or excavation extends to greater than 1 foot bgs, we recommend that air monitoring for methane and oxygen be completed to ensure worker safety.
- We recommend that the City of Berkeley Engineering Division (local oversight agency responsible for maintenance of the closed landfill) be notified prior to the proposed project to help identify



the landfill cap so that if the cap is damaged or altered during the proposed project, it is repaired in accordance with the requirements of the oversight agency.

Conclusion

Recommendations discussed above to avoid and minimize environmental impacts and avoid select permitting requirements are summarized as follows:

- **Burrowing Owl:** Conduct work within 500 feet of the Burrowing Owl Sanctuary from April 1 to September 31. If work must occur outside this period in this area, a preconstruction clearance survey should be performed to ensure overwintering owls are not disturbed.
- **Nesting Birds:** Conduct work during October 1 to January 31 (note: the recommended timing conflicts with the burrowing owl seasonal avoidance, however, only within 500-feet of the burrowing owl sanctuary. Given this species status and regional significance, it is recommended that burrowing owl seasonal avoidance take priority over nesting birds). If work must occur outside this period, then a preconstruction survey should be performed to ensure nesting birds are not disturbed.
- **BCDC Permitting:** Permit compliance likely achieved through BCDC Plan Review Process under the existing permit governing the site. The City should submit design plans to BCDC for review and concurrence, likely around 65% design, to confirm permit amendment will not be required.
- **Waters Permitting:** Ensure the project does not result in impacts below the mean higher high water line (maximum extent of RWQCB jurisdiction) or below the high tide line (maximum extent of USACE jurisdiction) to avoid any additional permitting requirements.
- **Hazards:** Implement the above recommendations including protection of landfill infrastructure, air monitoring if excavation occurs greater than 1-foot bgs, and notification to the City of Berkeley Engineering Division prior to the start of work.

As noted above, this report is intended to identify sensitive biological resources, special status species, and hazards that are potential constraints to the proposed project. Thank you for the opportunity to support your environmental analysis needs for this important project. Please contact us if you have any questions.

Sincerely,
Rincon Consultants, Inc.

Samantha Kehr
Senior Biologist

Alex Hunt, M.S.
Director, Natural Resources

Attachments

Figure 1 BCDC Jurisdiction, Burrowing Owl Sanctuary, and Project Design

Attachment 1 Existing BCDC Permit at Cesar Chavez Park

Attachment 2 Site Plan

Figure 1 BCDC Jurisdiction, Burrowing Owl Sanctuary, and Trail Improvements



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Attachment 1

Existing BCDC Permit at Cesar Chavez Park

San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

BCDC Original

PERMIT NO. 1978.033.07

(Issued on January 31, 1979, and
Amended through September 10, 2018)

AMENDMENT NO. SEVEN



SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

City of Berkeley
1947 Center Street, 4th Floor
Berkeley, California 94704

On January 18, 1979, the San Francisco Bay Conservation and Development Commission, by a vote of 21 affirmative, 0 negative, and 3 abstentions, approved the original resolution pursuant to which the original permit had been issued. Moreover, on July 24, 1979, August 26, 1985, November 8, 2004, May 28, 2010, ~~and~~ September 8, 2011, and September 10, 2018, pursuant to Regulation Section 10822, the Executive Director approved Amendment Nos. One, Two, Three, Four, Five, ~~and~~ Six, and Seven, respectively, to which this amended permit is hereby issued:

I. Authorization

A. **Authorized Project.** Subject to the conditions stated below, the permittee, City of Berkeley, is granted permission to construct and use a 90-acre park, known as Cesar Chavez Park, and to install improvements at Shorebird park, both of which are located on an existing landfill at the North Waterfront park, near the Berkeley Marina, in the City of Berkeley, Alameda County, including the following activities:

1. In the Bay:

- a. Place up to approximately 500 square feet of asphalt, base rock and boulders to be used for fishing platforms and access ramps;
- b. Install an approximately 80-foot section of a 12-inch-in-diameter outfall from the Shorebird Park Playground to the South Sailing Basin (Amendment No. Four);
- c. Excavate approximately 100 cubic yards of material over an approximately 4,356-square-foot area along the east side of the park (Amendment No. Six); and
- d. Install, use and maintain in-kind approximately 573 cubic yards of riprap and associated fabric and aggregate base at an approximately 4,356-square-foot area along the east side of the park (Amendment No. Six);
- e. To repair the Eastern Shoreline Riprap Revetment: (i) excavate fill and rock material and remove vegetation and debris in areas of repair; (ii) install, use and maintain in-kind approximately 30 cubic yards of riprap at a 2:1 slope and



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associated fabric and aggregate base within an approximately 440-square-foot area; and (iii) temporarily install and use turbidity barriers (during construction activities only) (Amendment No. Seven).

2. Within the 100-foot shoreline Band:

- a. Construct a 12- to 15-foot-wide by 6,400-foot-long combined service road and public access pathway around the perimeter of the site;
- b. Grade the site and provide landscaping and related park improvements;
- c. Comply with playground safety and accessibility standards at Shorebird Park, by performing the following activities: (1) remove old paving and regrade to improve park drainage; (2) replace old playground equipment with new equipment; (3) install a new playground surface of engineered wood fiber and sand; (4) install new drainage and irrigation lines; (5) repave asphalt pathways; and (6) install landscaping plant material including turf/grass (Amendment No. Four); and
- d. Construct, use and maintain two small, ADA-accessible seating areas, seven 30-inch-tall concrete walls and earthen berms, open cable-strand fencing between the concrete walls, removeable cable-strand fencing at the entrances to the seating areas and an appropriate number of interpretive signs, all of which are located bayward of the existing Bay Trail and designed to improve existing Burrowing Owl habitat along approximately 465 feet of shoreline at the northeast corner of Cesar Chavez Park. The shoreline area bayward of the concrete walls may be seasonally closed to the public only when Burrowing Owls are present, typically between October and April of each year (Amendment No. Five);
- e. Excavate approximately 727 cubic yards of material over an approximately 6,038-square-foot area along the east side of Cesar Chavez Park (Amendment No. Six);
- f. Install, use and maintain in-kind approximately 661 cubic yards of riprap and associated fabric and aggregate base over an approximately 6,038-square-foot area along the east side of the park and approximately 550 cubic yards of riprap and associated fabric and aggregate base over an approximately 6,630-square-foot area along the west side of the park (Amendment No. Six); ~~and~~
- g. Install, use and maintain in-kind two 35-foot-long, 12-inch-diameter outfalls; and-

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h. To conduct repairs to the Eastern Shoreline Riprap Revetment: (i) excavate fill and rock material and remove vegetation and debris in areas of repair; (ii) install, use and maintain in-kind approximately 600 cubic yards of riprap at a 2:1 slope and associated fabric and aggregate base within an approximately 9,709-square-foot area; (iii) replace, use and maintain in-kind a drainage system consisting of a concrete ditch, two 12-inch-diameter, 47-foot-long storm drains, and a concrete pipe collar; (iv) replace, use and maintain in-kind a section of the public access path; and (v) install temporary exclusion fencing (during construction activities only) (Amendment No. Seven).

B. **Application Dates.** This amended authority is generally pursuant to and limited by the application filed on November 22, 1978, your letter dated July 11, 1979, requesting Amendment No. One, your letter dated April 26, 1985 and telephone conversation of July 2, 1985, requesting Amendment No. Two, your letter dated November 28, 1990 requesting Amendment No. Three, your letter dated October 4, 2004 requesting Amendment No. Four, your letter dated April 20, 2010 requesting Amendment No. Five, and your letter dated November 2, 2010 requesting Amendment No. Six, and your letter dated April 28, 2017, requesting Amendment No. Seven, including all accompanying exhibits, but subject to modifications required by conditions hereto.

C. **Summary of Bay Fill.** The total amount of fill authorized by this project will cover approximately 500 square feet of Bay surface area for public access and up to 17,250 square feet of Bay surface area for shoreline protection. In addition, a 90-acre shoreline park will be provided. Work authorized under Amendment No. Six will result in approximately 473 cubic yards of new fill in the Bay over an approximately 4,356 square feet area for shoreline protection (Amendment No. Six). Work authorized under Amendment No. Seven will result in approximately 30 cubic yards of new fill in the Bay over an approximately 440 square feet area for shoreline protection located in the Bay and within the 100-foot shoreline band (Amendment No. Seven).

D. **Deadlines for Commencing and Completing Authorized Work.** Work authorized by the original permit was to have commenced prior to December 1, 1979, or this permit, would have lapsed and become null and void. Such work diligently prosecuted to completion was and to have been completed by December 1, 1990, unless an extension of time was granted by further amendment of the permit. Time extensions were granted in Amendment Nos. One and Three. Pursuant to Amendment No. Three, the work authorized in the amended permit was to have been completed by June 30, 1992.

The work authorized in Amendment No. Four was to commence prior to November 1, 2005, or this amended permit would lapse and become null and void. Such work must be diligently prosecuted to completion and must be completed by November 1, 2007, unless an extension of time is granted by further amendment of this amended permit.

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The work authorized in Amendment No. Five must commence prior to October 15, 2011 or this amended permit will lapse and become null and void. Such work must be diligently prosecuted to completion and must be completed by October 15, 2012, unless an extension of time is granted by further amendment of this amended permit.

The work authorized in Amendment No. Six must commence prior to August 1, 2013 or this amended permit will lapse and become null and void. Such work must be diligently pursued to completion and must be completed by August 1, 2015, or within two years of commencement, whichever is earlier, unless an extension of time is granted by further amendment of this amended permit.

The project authorized in Amendment No. Seven must commence by November 30, 2020, and must be diligently pursued to completion within two years of commencement, no later than November 30, 2022, unless an extension of time is granted by a further amendment of this amended permit.

II. Special Conditions

The amended authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. **Plan Review.** No work whatsoever shall be performed at any location pursuant to this amended permit until a closure plan, final precise site, engineering, grading, architectural, and landscaping plans for that portion of the work have been submitted to, reviewed, and approved by or on behalf of the Commission. Architectural plans submitted for review shall include all outside architectural fixtures, including, but not limited to, the location, dimensions, and color of all outside signs and other fixtures. Refuse site closure plan, and grading plans shall indicate the type and depth of materials used for (1) containment of leachates (sealer), and (2) cover. In each instance, plan review shall be completed within forty-five (45) days after receipt of the plans to be reviewed. Approval or disapproval shall be based upon conformity with the permit, as amended, and upon a determination by or on behalf of the Commission that the proposed construction will be in accordance with (1) the information presented to the Engineering Criteria Review board for engineering plans; (2) the information presented to and the recommendations of or on behalf of the Design Review board for closure, grading, site preparation, architectural and landscaping plans; and (3) all conditions of this permit amended permit. Amendment No. Six does not need plan review as authorized herein.

The improvements to Shorebird Park shall be constructed in substantial conformance with the plans entitled, "Shorebird Park Play Area," sheets L21 through L26 and D1 through D7, dated May 5, 2004, and prepared by Moore Iacofano Goltsman, Inc. (MIG) for the City of Berkeley (Amendment No. Four).

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The improvements authorized under Amendment No. Six of this amended permit shall be built generally in conformance with the plan entitled "Cesar Chavez Park Riprap Improvements Construction, City of Berkeley," prepared by the City of Berkeley Department of Public Works, dated June 26, 2009. No changes to the design of the project shall be made without the prior written approval of BCDC staff (Amendment No. Six).

The improvements authorized under Amendment No. Seven of this amended permit shall be built generally in conformance with the plan entitled "Cesar Chavez Park Riprap Repair Improvement Plans, Berkeley, California" prepared by ENGE0, dated May 2018. No changes to the design of the project shall be made without the prior written approval of BCDC staff (Amendment No. Seven).

B. Public Access. Until this amended permit is further amended, revoked, or otherwise modified by or on behalf of the Commission, the permittee shall hold and maintain the entire shoreline area proposed for fishing and bicycle/pedestrian pathways open to the public free of charge, for access to San Francisco Bay for walking, bicycling, viewing, fishing, picnicking, siting, and related purposes. During authorized construction activities that will temporarily close portions of the public access path at the site, the permittee shall post signs indicating trail closures and detours at least two weeks prior to those closures that include the estimated dates during which the path will be closed (Amendment No. Seven).

C. Riprap

- 1. Riprap Material.** Riprap material shall be either quarry rock or specially cast or carefully selected concrete pieces free of reinforcing steel and other extraneous material and conforming to quality requirements for specific gravity, absorption, and durability specified by the California Department of Transportation or the U. S. Army Corps of Engineers. The material shall be generally spheroid-shaped. The overall thickness of the slope protection shall be no more than three feet measured perpendicular to the slope. Use of dirt, small concrete rubble, concrete pieces with exposed rebar, large and odd shaped pieces of concrete, and asphalt concrete as riprap is prohibited.
- 2. Riprap Placement.** Riprap material shall be placed so that a permanent shoreline with a minimum amount of fill is established by means of an engineered slope not steeper than two (horizontal) to one (vertical). The slope shall be created by the placement of a filter layer protected by riprap material of sufficient size to withstand wind and wave generated forces at the site.
- 3. Riprap Plans Design.** Professionals knowledgeable of the Commission's concerns, such as civil engineers experienced in coastal processes, should participate in the design of the shoreline protection improvements authorized herein.

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The riprap shall be built generally in conformance with the plan entitled "Cesar Chavez Park Riprap Improvements Construction, City of Berkeley," prepared by the City of Berkeley Department of Public Works, dated June 26, 2009. No changes to the design of the project shall be made without the prior written approval of BCDC staff (Amendment No. Six).

4. **Maintenance.** The shoreline protection improvements authorized herein shall be regularly maintained by, and at the expense of the permittee, any assignee, lessee, sublessee, or other successor in interest to the project. Maintenance shall include, but not be limited to, collecting any riprap materials that become dislodged and repositioning them in appropriate locations within the riprap covered areas, replacing in-kind riprap material that is lost, repairing the required filter fabric as needed, and removing debris that collects on top of the riprap. Within 30 days after notification by the staff of the Commission, the permittee or any successor or assignee shall correct any maintenance deficiency noted by the staff.
5. **Natural Resource Protection.** Riprap construction shall only occur between June 1 and November 30 of each year, unless the permittee seeks and obtains approval by the Executive Director to work outside this window, and consults with the California Department of Fish and Wildlife regarding minimization and avoidance measures for Pacific herring and salmonid species (Amendment No. Seven).
6. **Time-Limited Authorization.** The authorization for the improvements granted or provided by Amendment No. Seven (the Eastern Shoreline riprap revetment repairs and improvements) shall expire on December 31, 2050, the designed life of the project. Prior to this date, the permittee shall seek an amendment to this permit or a new permit to retain, remove, modify, repair or replace the permanent improvements authorized under Amendment No. Seven in a manner that is consistent with the Commission's laws and policies at that time (Amendment No. Seven).

D. **Landscaping.** The permittee shall select native or native-like plant materials and provide a plant growing medium of a depth that is adequate for the conditions on the land fill. Plans and specifications for landscaping shall provide detailed information about site conditions and measures that will be undertaken to insure proper growth and survival.

E. **Water Quality.** All construction operations shall be performed to minimize roiling of the water and to prevent timbers, floats, or other construction materials from drifting and presenting either a pollution or navigation hazard. The permittees shall ensure that construction and operations authorized in Amendment No. Seven comply with the measures

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contained in the document issued by the San Francisco Bay Regional Water Quality Control Board, entitled: Clean Water Act Section 401 Water Quality Certification for the Cesar Chavez Park Riprap Repair Project in the City of Berkeley, Alameda County, dated February 28, 2018.

F. **Best Management Practices and Construction Operations.** All construction operations shall be performed to prevent construction materials from falling, washing or blowing into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittee shall immediately retrieve and remove such material at its expense.

G. **Certification of Contractor Review.** Prior to commencing any grading, demolition, or construction, the general contractor or contractors in charge of that portion of the work shall submit written certification that s/he has reviewed and understands the requirements of the permit and the final BCDC-approved plans, particularly as they pertain to any public access or open space required herein, or environmentally sensitive areas.

H. **Engineering Certifications.** Prior to the commencement of any work authorized through Amendment No. Five in paragraph I-A-2, the permittee shall submit a letter from the soils engineer of record stating that he has reviewed the engineering plans and based on his professional knowledge, that the completed earth work will comply with the regulations and guidelines of the Regional Water Quality Control Board and remedial measures, if required, represent the state of the art and will substantially control any leachate from entering the Bay.

I. **Future Maintenance.** The permittee shall maintain all public access areas in a clean and safe manner.

J. **Debris.** All construction shall be removed to an authorized location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee shall remove such material at its expense, within ten (10) days after it has been notified by the Executive Director of such placement.

K. **Abandonment.** If, at any time, the Commission determines that the improvements authorized herein have been abandoned for a period of two (2) years or more, or have deteriorated to the point that public health, safety, or welfare is adversely affected, the commission may require that the improvements be removed the permittee, its assigns or successors in interest, or by the owner of the improvements, within sixty (60) days, or such other reasonable time as the Commission may direct.

L. **Commission Jurisdiction Over Fill Area.** Notice is hereby given that, under the McAteer-Petris Act, the area of the approved project that is within the Commission's jurisdiction under Section 66610(a) remains within that jurisdiction even after fill or substantial change in use, authorized by the Commission, may have changed the character of the area; so that the

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permittee or the permittee's successors in interest will require further permit action by or on behalf of the Commission prior to any future changes of use or work within areas filled pursuant to this amended permit.

III. Findings and Declarations

This amended authorization is based upon the Commission's finding and declarations that the work authorized is consistent with the McAteer-Petris Act, the San Francisco Bay Plan, the California Environmental Quality Act, and the Commission's Amended Management program for San Francisco Bay for the following reasons:

A. **Use.** Bay Plan map No. 4 describes the project area as waterfront park/beach. The maps recognize that some fill may be needed to accomplish these purposes. The whole project contemplates the improvement of public access and the development of the recreational potential of the site; in these ways it is consistent with the Bay Plan Map and Map Policy Statement.

B. **Fill.** The up to 500 square feet of Bay fill associated with the three sets of fishing platforms authorized herein, is the minimum amount necessary for a water-oriented recreational use for which fill may be permitted in accordance with Government Code Sections 66605(a) and 66605(c) and the Bay Plan Policies on Fill, as amended. In addition, 1,900 cubic yards of riprap and up to 500 cubic yards of riprap per year for a five-year period, December 1, 1985 to December 1, 1990, will be placed to provide protection for the western shoreline of the park, which has experienced some erosion. The fill authorized for the riprap is the minimum needed to protect the shoreline and is inherently water-oriented with no alternate upland location (Amendment No. Two).

C. **Public Access.** The project, subject to Special Condition II-B will provide maximum feasible public access to the Bay consistent with the project by providing approximately 90 acres of shoreline park including up to three sets of fishing platforms and 6,400 linear feet of bicycle/pedestrian pathways. Special Conditions II-A and II-D will ensure that the site will be prepared in such a way that landscaping occurs and that the type of plants selected are appropriate for site conditions so that they will ensure survival over an extended period of time.

D. **Environmental Impact Report.** The City of Berkeley, the permittee and lead agency, certified the final Environmental Impact Report (EIR) for the North Waterfront Park Development Project on November 1, 1978. The Environmental Impact Report, in part, found that the public benefit from the project substantially outweighed the public detriment due to unavoidable adverse impacts on the environment. Moreover, Amendment Nos. One, Two, and Six, and Seven are categorically exempt from the requirement to prepare an environmental impact report.

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E. **Public Trust.** By this amended permit, the Commission determines that the project is consistent with the public trust.

F. **Water Quality.** Special Conditions II-E and II-F, stated herein, assure that the project authorized will not have an adverse effect on the quality of Bay water.

G. **Amendments**

1. **Amendment No. Four.** Amendment No. Four to the amended permit authorizes improvements to a playground at Shorebird park that involves replacing playground equipment to meet current safety standards and improving drainage by regrading, landscaping, and adding an outfall. The amendment to the permit is not a material alteration of the work authorized in the original permit, as defined in Regulation Section 10822, because the amendment authorizes the permittee to repair, replace and improve the playground at an existing public park which involves the placement of small amounts of inert inorganic fill, the extraction of small amount of materials, or a substantial drainage of use within the 100-foot shoreline band, that will not adversely impact present or possible future maximum feasible public access to the Bay as defined by Commission Regulation Section 10601(b)(1), and thus is an activity for which the Executive Director may issue an amendment to a permit.
- H2. **Amendment No. Five.** Amendment No. Five to the amended permit authorizes work along 465 feet of shoreline at Cesar Chavez Park that will improve an existing seasonal habitat area for Burrowing Owls, a species protected under the Migratory Bird Treaty Act. The habitat area, which includes two public seating areas, will be closed to the public when Burrowing Owls are present, typically for 5 to 7 months of the year between October and April. The existing Bay Trail segment adjacent to the habitat area will be unaffected and remain open to the public throughout the year. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were both consulted by the Commission staff. The two agencies expressed no concern with the project. The amendment to the permit is not a material alteration of the work authorized in the original permit, as defined in Regulation Section 10822, because the amendment authorizes the permittee to construct, use and maintain low walls, cable fencing, signage, earthen berms and seating areas at an existing public park which involves the placement of small amounts of inert inorganic fill, the extraction of small amounts of materials, or a substantial change of use within the 100-foot shoreline band, that will not adversely impact present or possible future maximum feasible public access to the Bay as defined by Commission Regulation Section 10601(b)(1), and thus is an activity for which the Executive Director may issue an amendment to a permit.

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3. **Amendment No. Six.** Amendment No. Six authorizes the excavation, installation and maintenance of riprap in the Bay and within the 100-foot shoreline band and the installation of two outfalls within the 100-foot shoreline band. The work authorized herein involves the installation and maintenance of new protective works, repairs to existing protective works. The riprap activity constitutes the minimum amount necessary and covers less than 10,000-square-foot area of the horizontal projection of the work below the shoreline, as defined in Regulation Section 10601(a)(2). All maintenance work of facilities authorized herein are defined as routine and will not result in a substantial enlargement or change of use as defined in Regulation Section 10601(a)(6).

The excavation, installation and maintenance of riprap and two outfalls within the 100-foot shoreline band involves the placement of small amounts of inert inorganic fill, and the extraction of small amounts of materials that will not adversely impact present or possible future maximum feasible public access to the Bay as defined by Commission Regulation Section 10601(b)(1). Maintaining the riprap and the outfalls in the 100-foot shoreline band involves repairs and in-kind maintenance that will not result in a substantial enlargement or change of use, is defined as a "minor repair or improvement," in Commission Regulation Section 10601(b)(5), for which the Executive Director may issue an amendment to this permit pursuant to Regulation Section 10822.

Special Conditions are included to ensure that the riprap is designed, installed and maintained to minimize impacts to the Bay, and best construction management techniques are utilized as required by the McAteer-Petris Act and the relevant Bay Plan Policies.

4. **Amendment No. Seven.** The activities authorized in this amended permit are defined as "minor repairs or improvements," for which the Executive Director may issue an amendment, pursuant to Government Code Section 66632(f) and Regulation Section 10822. These activities include, within the 100-foot shoreline band: (i) repairs and improvements to the Eastern Shoreline riprap revetment, which involves "the installation of new protective works and repairs to existing protective works, such as bulkheads and riprap, in the minimum amount necessary to stabilize existing...banks..." as described by Regulation Section 10601(b)(4); (ii) replacement of a drainage system and a public access path, which involves "the placement of small amounts of inert inorganic fill [and] the extraction of small amounts of materials..." as described by Regulation Section 10601(b)(1); and (iii) ongoing, in-kind maintenance of the permanent improvements authorized herein, which involves "routine repairs, reconstruction, replacement, removal and maintenance that do not involve any substantial enlargement or any substantial changes in uses" as described

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by Regulation Section 10601(b)(5). Within the Bay, these activities include: (i) repairs and improvements to the Eastern Shoreline riprap revetment, which involves “the installation of new protective works and repairs to existing protective works, such as bulkheads and riprap...[that] constitute the minimum amount necessary to stabilize existing...banks...[and that] would cover less than 10,000 square feet of the horizontal projection of the work below the shoreline” as described by Regulation Section 10601(a)(2); and (ii) ongoing, in-kind maintenance of the permanent improvements authorized herein, which involves “routine repairs, reconstruction, replacement, removal and maintenance that do not involve any substantial enlargement or any substantial changes in uses” as described by Regulation Section 10601(a)(6).

Amendment No. Seven authorizes placement of approximately 30 cubic yards of solid fill within an approximately 440-square-foot area of the Bay to repair and improve the Eastern Shoreline riprap revetment. The fill authorized for the riprap is the minimum amount needed to protect the shoreline and is, by its nature, a water-oriented use for which no upland alternative is available. Special Condition II.C is included to ensure that the riprap is designed, installed and maintained to minimize harmful effects to the Bay and Bay resources. In order to avoid impacts to Pacific herring and salmonid species, Special Condition II.C.5 limits construction for the revetment repairs to the months of June through November. Work may occur outside this window only if it is approved by the Executive Director, and done in consultation with the appropriate resource agencies and with the benefit of biological monitoring. Special Condition II.E ensures that appropriate measures to reduce impacts to Bay waters are implemented by the permittee.

Bay Plan policies on Shoreline Protection require that reconstruction of shoreline protection devices must be properly engineered to provide erosion control and flood protection for the expected life of the project based on a 100-year flood event that takes future sea level rise into account. The riprap authorized in Amendment No. Seven is designed to provide erosion control and flood protection for the anticipated life of the project (i.e., through 2050) and would not be overtopped in the event of a 100-year flood event that takes into account projected future sea level of approximately 1.9 feet at 2050. This projection was determined using best-available science and according to process outlined in the Ocean Protection Council’s “State of California Sea-Level Rise Guidance” for projects with a Medium-High Risk Aversion. Using these same projections, the revetment would be anticipated to be overtopped during extreme events after 2050. Special Condition II.C.6 limits the period during which the improvements to this section of riprap are authorized to 2050, as they are not designed to prevent shoreline erosion and damage from flooding beyond this

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point—and in fact might exacerbate these conditions. Before the expiration of the authorization, the permittee is required to seek a permit amendment or obtain a separate permit to retain, remove, modify, repair or replace the improvement. The permittee anticipates this might occur well before 2050, possibly in conjunction with a planned City master plan for sea level rise adaptation. Beyond in-kind repair and maintenance authorized by Amendment No. Seven, any future project related to this shoreline protective device shall require review and approval by or on behalf of the Commission based on the Commission’s laws and policies at that time.

The work authorized by Amendment No. Seven is not anticipated to have any permanent impacts to public access to or along the shoreline. However, the construction activities authorized by Amendment No. Seven will require temporary closure of a section of a shoreline path required by this permit. Special Condition II.B is therefore included to require the permittee to post signs indicating the extent and duration of trail closures in advance of construction activities, and signs indicating a detour route during construction activities.

Thus, as conditioned, the project authorized by Amendment No. Seven is consistent with the McAteer-Petris Act and the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay.

H. Conclusion. For all the above reasons, the public benefits from the project clearly exceed any public detriment and maximum feasible public access consistent with the project will be provided. The Commission further finds, declares, and certifies that the activities authorized herein are consistent with the Commission’s Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

IV. Standard Conditions

A. Permit Execution. This amended permit shall not take effect unless the permittee executes the original of this amended permit and returns it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

B. Notice of Completion. The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. Permit Assignment. The rights, duties, and obligations contained in this amended permit are assignable. When the permittee transfers any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this amended permit, the permittee/transferor and the transferee shall

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execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the amended permit and agrees to be bound by the terms and conditions of the amended permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the amended permit.

D. Permit Runs With the Land. Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

E. Other Government Approvals. All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittee of any obligations imposed by State or Federal law, either statutory or otherwise.

F. Built Project must be Consistent with Application. Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the amended permit and any plans approved in writing by or on behalf of the Commission.

G. Life of Authorization. Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.

H. Commission Jurisdiction. Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the amended permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this amended permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this amended permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.

I. Changes to the Commission's Jurisdiction as a Result of Natural Processes. This amended permit reflects the location of the shoreline of San Francisco Bay when the permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this amended permit does not guarantee that the Commission's jurisdiction will not change in the future.

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J. Violation of Permit May Lead to Permit Revocation. Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittee or its assignee if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittee or its assignee if the amended permit has been assigned.

K. Should Permit Conditions Be Found to be Illegal or Unenforceable. Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the permittee or its assignee if the amended permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

L. Permission to Conduct Site Visit. The permittee shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

LAWRENCE J. GOLDZBAND

Executive Director

San Francisco Bay Conservation and
Development Commission

By: _____



ETHAN LAVINE

Chief of Bay Resources and Permits

EL/RWD/ra

cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch
San Francisco Bay Regional Water Quality Control Board,
Attn: Certification Section
Environmental Protection Agency

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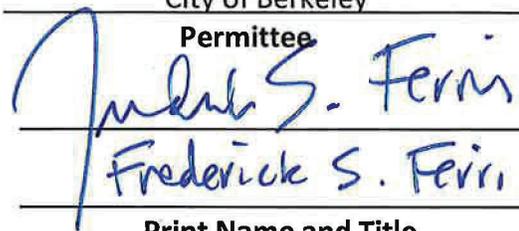
* * * * *

Receipt acknowledged, contents understood and agreed to:

Executed at Berkeley, CA

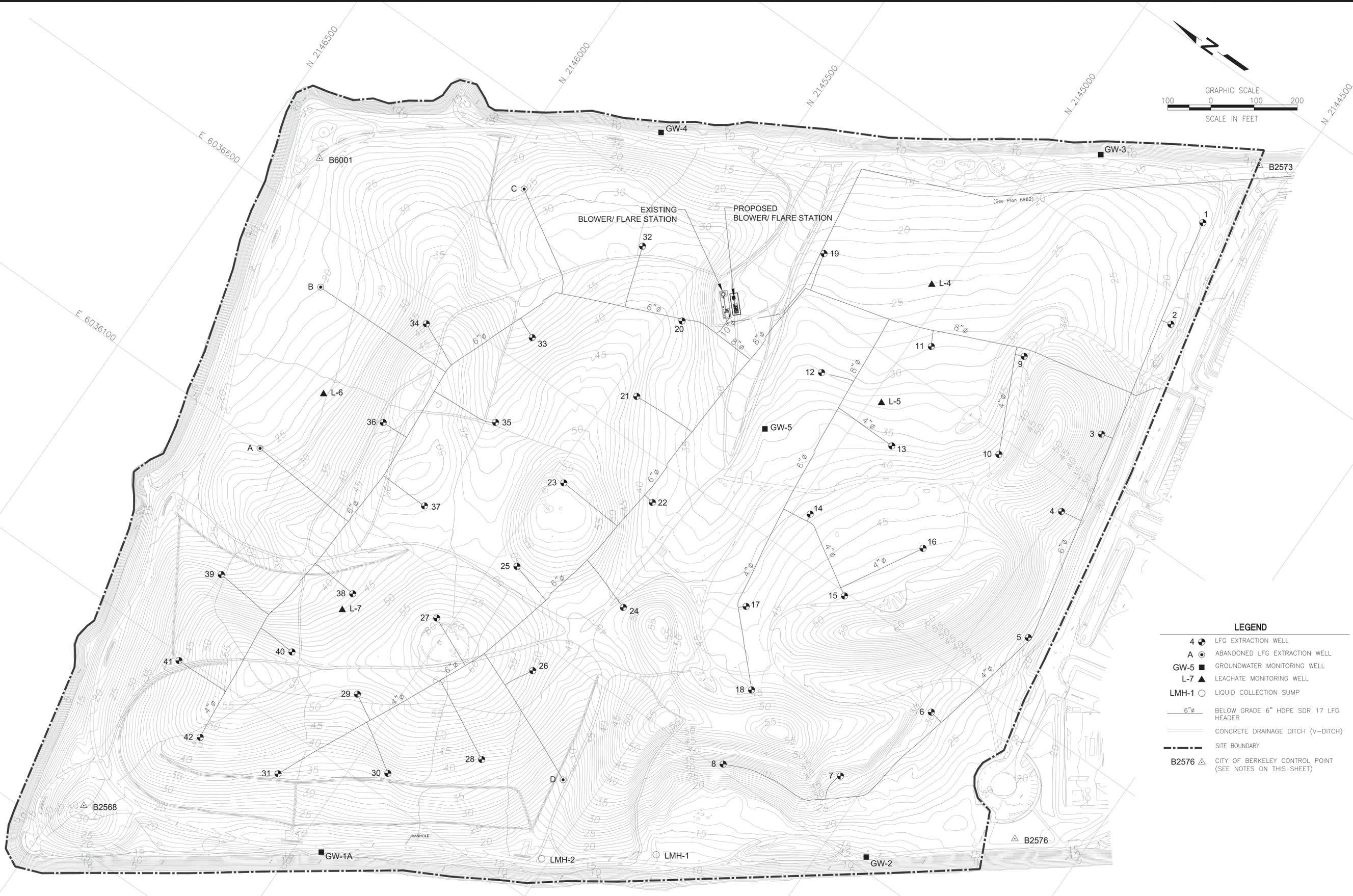
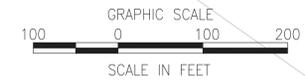
City of Berkeley
Permittee

On September 19, 2018

By: 
Frederick S. Ferris
Print Name and Title

Attachment 2

Site Plan



LEGEND

- 4 LFG EXTRACTION WELL
- A ABANDONED LFG EXTRACTION WELL
- GW-5 GROUNDWATER MONITORING WELL
- L-7 LEACHATE MONITORING WELL
- LMH-1 LIQUID COLLECTION SUMP
- 6" BELOW GRADE 6" HDPE SDR 17 LFG HEADER
- CONCRETE DRAINAGE DITCH (V-DITCH)
- SITE BOUNDARY
- B2576 CITY OF BERKELEY CONTROL POINT (SEE NOTES ON THIS SHEET)

NOTES:
 GROUND SURVEY PERFORMED BY TRUE NORTH SURVEYING, INC. THE HORIZONTAL COORDINATES AND VERTICAL DATUM IS BASED ON THE CITY OF BERKELEY SURVEY CONTROL POINTS LISTED BELOW WHICH ARE IN GROUND VALUES USING AN ASSUMED ORIGIN FOR THE HORIZONTAL AND MLLW DATUM FOR THE VERTICAL. THE FOUR (4) CITY OF BERKELEY CONTROL POINTS TIED IN ON THIS SURVEY ARE:

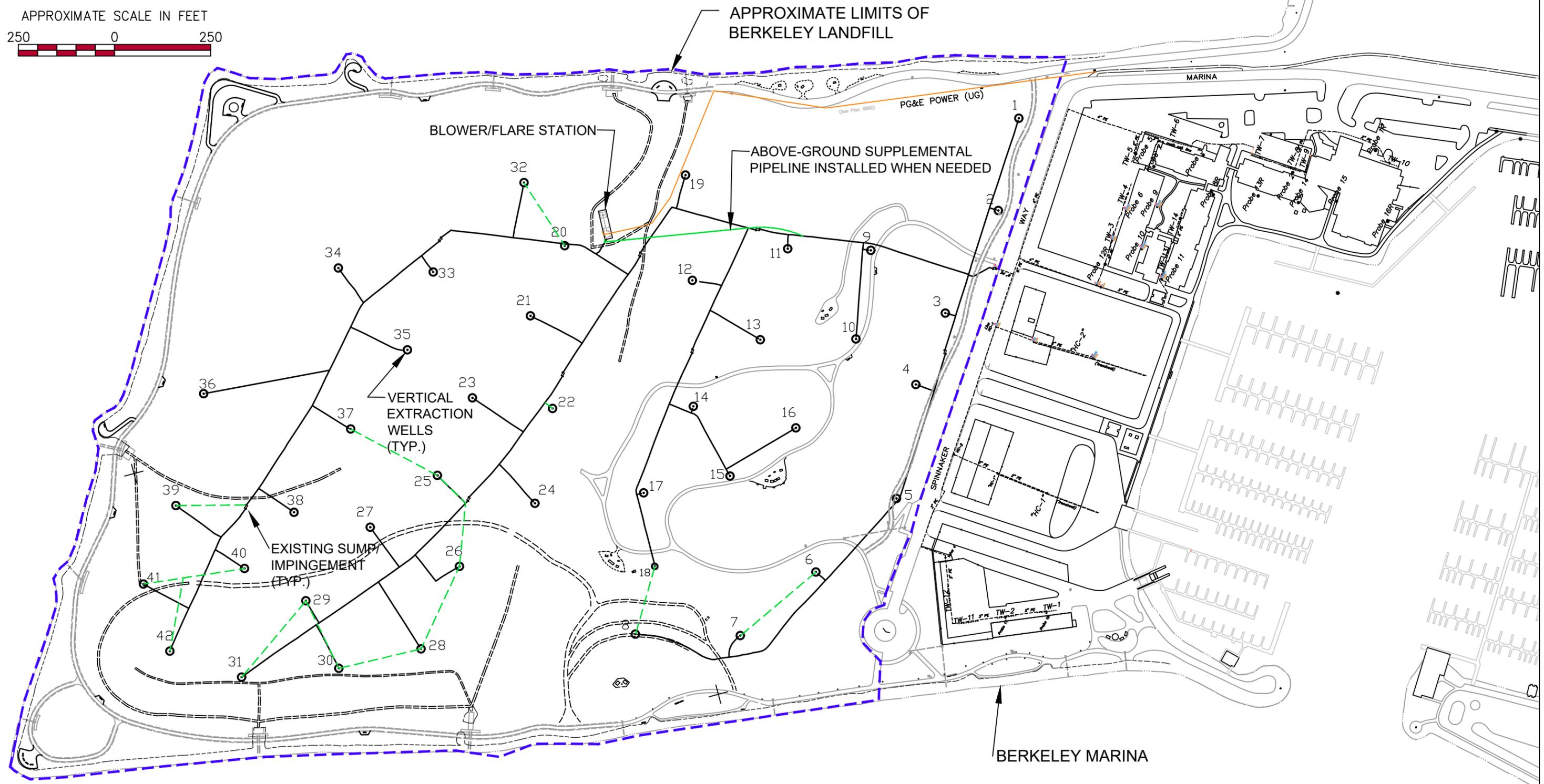
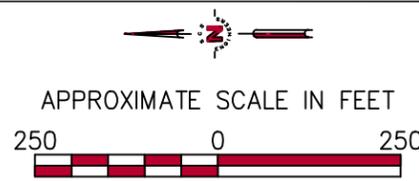
POINT	NORTHING	EASTING	EL.	DESCRIPTION
B6001	2146363.6601	6036720.7144	18.67	MAG NAIL SET IN ASPHALT PATH
B2568	2145955.6565	6035186.2956	31.00	CITY BRASS DISK MONUMENT IN CONCRETE PILLAR AT GRADE
B2573	2144572.0443	6037955.5481	10.56	CITY BRASS DISK MONUMENT IN STANDARD MONUMENT WELL
B2576	2144146.3552	6036359.7223	19.58	BRASS PIN CITY MONUMENT IN STANDARD MONUMENT WELL

EXISTING TOPOGRAPHIC PLAN IS FURNISHED BY H/W GEOSPATIAL, INC. THE TOPOGRAPHY DATA IS BASED ON NOVEMBER 4, 2010 AERIAL PHOTOGRAPHY.

DATE	
REVISION	
NO.	
SHEET TITLE:	SITE PLAN - EXISTING LFG COLLECTION SYSTEM
PROJECT TITLE:	UPGRADE OF EXISTING LFG COLLECTION AND FLARING SYSTEM BERKELEY LANDFILL BERKELEY, CALIFORNIA
CLIENT:	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 1947 CENTER ST., 4TH FLOOR BERKELEY, CALIFORNIA 94704
DATE:	05-01-2012
SCALE:	AS SHOWN
DRAWING NO.:	
PROJ. NO.	01210112.00
DRN. BY:	R. RAMIREZ
CHK. BY:	S. KOTHARY
ACAD. FILE:	N/2011
APP. BY:	J. MILLER

N:\CAD\2011\01210112.00 - Berkeley LF Design\Design 3 (FINAL with SEAL_5-9-12)\Sheet 2 (Existing LFG Collection System).dwg May 30, 2012 - 1:5pm By: 2747_r

Appendix C
Land Fill Gas System Plan
Berkeley Landfill
City of Berkeley



LEGEND

	GAS COLLECTION HEADER/LATERALS (BELOW GRADE)
	VERTICAL LFG GAS EXTRACTION WELL
	TW-4 HORIZONTAL TRENCH WELL (MARINA PROPERTY)
	HC-1 HORIZONTAL COLLECTOR PIPE (MARINA PROPERTY)
	Probe 5 MONITORING PROBE (MARINA PROPERTY)
	EXISTING BELOW GRADE SUPPLEMENTAL PIPELINE

SCS ENGINEERS
 Environmental Consultants and Contractors
 4683 Chabot Drive, Suite 200
 Pleasanton, California 94588
 (925) 426-0080 FAX: (925) 426-0707

PROJ. NO. 01210112.03	DWN. BY: NEM	ACAD FILE: FIG-2
DSN. BY: JIM	CHK. BY: TS	APP. BY: T.SISON

NOTE:
 ORIGINAL TOPOGRAPHY BY AERIAL METHODS
 1992. BASE MAP PROVIDED BY CITY OF
 BERKELEY.

SHEET TITLE:
 LANDFILL GAS SYSTEM PLAN

PROJECT TITLE:
 BERKELEY LANDFILL
 CITY OF BERKELEY

NO.	REVISION	DATE

DATE:
7/17/24

SCALE:
AS SHOWN

FIGURE NO.
1