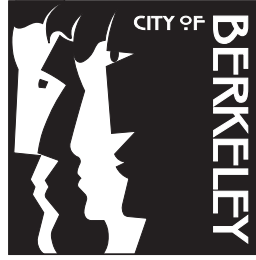


CITY OF



BERKELEY

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

SPECIFICATIONS

**FOR
STREET REHABILITATION FY 2024
SPECIFICATION NO. 24-11624-C
MAY 2024**

PRE-BID CONFERENCE: None

BID OPENING DATE: MAY 23, 2024

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

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS

FOR

**STREET REHABILITATION FY2024
SPECIFICATION NO. 24-11624-C**

Prepared under the direction of:

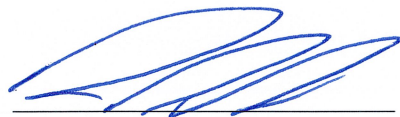


Srinivas Muktevi, P.E.
Supervising Civil Engineer



05/02/2024

Reviewed by:



Ronald A. Nevels, P.E.
City Engineer

Engineering Division
1947 Center Street, 4th Floor
Berkeley, California 94704
Project Manager: Randy (Wai) Kong

INDEX

1. NOTICE TO BIDDERS
2. BIDDER'S PROPOSAL
3. BIDDER'S AND CONTRACTOR'S CHECKLIST
4. EXPERIENCE AND FINANCIAL QUALIFICATIONS
5. TAXPAYERS IDENTIFICATION REPORT
6. NUCLEAR-FREE ZONE DISCLOSURE FORM
7. OPPRESSIVE STATES COMPLIANCE STATEMENT FOR PERSONAL SERVICES
8. MEMORANDUM OF UNDERSTANDING (MOU)
9. AGREEMENT FOR CHANGE IN SUB-CONTRACTORS
10. WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS
11. NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE
12. EQUAL BENEFITS ORDINANCE DISCLOSURE FORM
13. CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
14. SANCTUARY CITY COMPLIANCE STATEMENT
15. BIDDING & CONTRACTING UNDER THE COMMUNITY WORKFORCE AGREEMENT (CWA)
16. AGREEMENT TO BE BOUND
17. COMMUNITY WORKFORCE AGREEMENT (CWA) HIRING PLAN
18. PERFORMANCE BOND
19. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY ENDORSEMENT
20. RIGHT TO AUDIT FORM

PART A	General Provisions
PART B	Special Provisions
PART C	Technical Provisions
PART D	City Standard and Caltrans Details

APPENDIX A	Community Workforce Agreement & Council Resolution
APPENDIX B	Pedestrian Access during Construction Projects
APPENDIX C	City of Berkeley Monument Reference Guidelines
APPENDIX D	Traffic Control Plan Examples

PART A – GENERAL PROVISIONS

SECTION 1 - DEFINITION OF TERMS1

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS.....4

SECTION 3 - AWARD AND EXECUTION OF CONTRACT6

SECTION 4 - SCOPE OF WORK.....8

SECTION 5 - CONTROL OF THE WORK17

SECTION 6 - CONTROL OF MATERIAL.....23

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC25

SECTION 8 - PROSECUTION AND PROGRESS.....33

SECTION 9 - MEASUREMENT AND PAYMENT.....38

PART B - SPECIAL PROVISIONS

SPECIAL PROVISIONS.....1

GENERAL CONDITIONS1

1. Standard Specifications.....1

2. Locations and Order of Work1

3. Nature of Work1

4. Contractor's License: State SB #2231

5. State Senate Bill SB #854.....2

6. Performance Bond2

7. Labor and Material Bond.....2

8. Community Workforce Agreement2

9. Insurance Certificate2

10. Progress Schedule3

11. Holidays4

12. Obstructions5

13. Weight Certificates5

14. Public Relations Requirements6

15. Lines and Grades.....7

16. Protection and Preservation of Survey Monuments.....7

17. Revocable Bid Items8

18. Construction on Hill Streets.....8

19. Overage Permits.....8

20. Stormwater Pollution Control.....8

21. Creek Protection.....11

22. Audio/Video Survey12

23. Tree and Root Protection and Root Pruning.....12

24. Conformance to Plans and Specifications.....12

25. Bond Riders for Additional Work during Construction12

26. Retained Funds.....13

27. Mobilization and Demobilization13

28. Existing Utilities13

29. General Conditions Compensation15

30. Termination of Contract for Convenience16

TABLE OF CONTENTS

PART C – TECHNICAL PROVISIONS	
BID ITEM NO. 1 - MOBILIZATION.....	1
BID ITEM NO. 2 - TRAFFIC CONTROL	3
BID ITEM NO. 3 - CONSTRUCTION AREA SIGNS.....	3
BID ITEM NO. 4 - CHANGEABLE MESSAGE BOARDS	11
BID ITEM NO. 5 - WATER POLLUTION CONTROL PROGRAM.....	13
BID ITEM NO. 6 - POT HOLE (REVOCABLE).....	14
BID ITEM NO. 7 - CLEARING, GRUBBING, TREE PROTECTION & ROOT PRUNING.....	16
BID ITEM NO. 8 - TREE REMOVAL – 36-INCH DIAMETER MAX. (REVOCABLE).....	16
BID ITEM NO. 9 - RUBBERIZED CAPE SEAL	21
BID ITEM NO. 10 - 3/8-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 11 - 1/2-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 12 - 3/4-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 13 - REMOVE & REPLACE HMA DIKE	29
BID ITEM NO. 14 - MISCELLANEOUS PAVING AT DRIVEWAY (REVOCABLE).....	29
BID ITEM NO. 15 - REMOVE & REPLACE SPEED TABLE	29
BID ITEM NO. 16 - PAVING MAT.....	41
BID ITEM NO. 17 - REMOVE & REPLACE 4-INCH HMA.....	45
BID ITEM NO. 18 - REMOVE & REPLACE 5-INCH HMA.....	45
BID ITEM NO. 19 - REMOVE & REPLACE 6-INCH HMA.....	45
BID ITEM NO. 20 - REMOVE & REPLACE 8-INCH HMA.....	45
BID ITEM NO. 21 - REMOVE & REPLACE 9-INCH HMA.....	45
BID ITEM NO. 22 - REMOVE & REPLACE 11-INCH HMA (REVOCABLE).....	45
BID ITEM NO. 23 - 6-INCH DEEP LIFT STABILIZATION (REVOCABLE).....	45
BID ITEM NO. 24 - KEYCUT A1”	48
BID ITEM NO. 25 - KEYCUT A2”	48
BID ITEM NO. 26 - KEYCUT B1”	48
BID ITEM NO. 27 - KEYCUT B2”	48
BID ITEM NO. 28 - COLD PLANE 1-INCH.....	48
BID ITEM NO. 29 - COLD PLANE 2-INCH.....	48
BID ITEM NO. 30 - COLD PLANE 2-1/4-INCH	48
BID ITEM NO. 31 - COLD PLANE 3-INCH.....	48
BID ITEM NO. 32 - COLD PLANE 3-1/2-INCH	48

TABLE OF CONTENTS

BID ITEM NO. 33 - COLD PLANE 4-INCH.....	48
BID ITEM NO. 34 - COLD PLANE 8-INCH.....	48
BID ITEM NO. 35 - COLD PLANE 12-INCH.....	48
BID ITEM NO. 36 - REMOVE & REPLACE PCC SIDEWALK.....	53
BID ITEM NO. 37 - REMOVE & REPLACE PCC CURB.....	53
BID ITEM NO. 38 - REMOVE & REPLACE PCC ROLLED CURB.....	53
BID ITEM NO. 39 - REMOVE & REPLACE PCC CURB & GUTTER.....	53
BID ITEM NO. 40 - REMOVE & REPLACE PCC BUS PAD.....	53
BID ITEM NO. 41 - REMOVE & REPLACE PCC DRIVEWAY (RESIDENTIAL).....	53
BID ITEM NO. 42 - REMOVE & REPLACE PCC VALLEY GUTTER.....	53
BID ITEM NO. 43 - CURB RAMP (REVOCABLE).....	53
BID ITEM NO. 44 - CONSTRUCT TRAFFIC CIRCLE.....	53
BID ITEM NO. 45 - CONSTRUCT TRAFFIC DIVERTER.....	53
BID ITEM NO. 46 - RECONSTRUCT TOP OF CATCH BASIN.....	53
BID ITEM NO. 47 - REMOVE & DISPOSE OF CROSS DRAIN COVER.....	53
BID ITEM NO. 48 - INSTALL G-5 FRAME & COVER FURNISHED BY EBMUD.....	63
BID ITEM NO. 49 - LOWER GAS VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 50 - LOWER LOOP DETECTOR HANDHOLE COVER.....	63
BID ITEM NO. 51 - LOWER MAINTENANCE HOLE COVER.....	63
BID ITEM NO. 52 - LOWER SEWER CLEANOUT COVER.....	63
BID ITEM NO. 53 - LOWER SURVEY MONUMENT COVER.....	63
BID ITEM NO. 54 - LOWER WATER VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 55 - ADJUST ELECTRICAL VAULT COVER TO FINISH GRADE.....	63
BID ITEM NO. 56 - ADJUST GAS VALVE COVER TO FINISH GRADE (REVOCABLE).....	63
BID ITEM NO. 57 - ADJUST JUNCTION BOX TO FINISH GRADE.....	63
BID ITEM NO. 58 - ADJUST LOOP DETECTOR HANDHOLE COVER TO FINISH GRADE.....	63
BID ITEM NO. 59 - ADJUST MAINTENANCE HOLE COVER TO FINISH GRADE.....	63
BID ITEM NO. 60 - ADJUST SEWER CLEANOUT COVER TO FINISH GRADE.....	63
BID ITEM NO. 61 - ADJUST SURVEY MONUMENT COVER TO FINISH GRADE.....	63
BID ITEM NO. 62 - WATER VALVE COVER TO FINISH GRADE (REVOCABLE).....	63
BID ITEM NO. 63 - REPLACE WATER VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 64 - MONUMENT REPLACEMENT.....	68
BID ITEM NO. 65 - INSTALL BLUE RPM AT FIRE HYDRANT.....	70
BID ITEM NO. 66 - INSTALL WHITE RPM AT MEDIAN.....	70

TABLE OF CONTENTS

BID ITEM NO. 67 - INSTALL YELLOW RPM AT MEDIAN.....	70
BID ITEM NO. 68 - 4-INCH WHITE LINE (THERMO)	70
BID ITEM NO. 69 - 8-INCH WHITE LINE (THERMO)	70
BID ITEM NO. 70 - 12-INCH WHITE CROSSWALK/LIMIT LINE (THERMO).....	70
BID ITEM NO. 71 - 12-INCH YELLOW CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 72 - 24-INCH WHITE CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 73 - 24-INCH YELLOW CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 74 - WHITE YEILD LINE.....	70
BID ITEM NO. 75 - STRIPING DETAIL #2 (THERMO & MARKERS).....	70
BID ITEM NO. 76 - STRIPING DETAIL #9 (THERMO & MARKERS).....	70
BID ITEM NO. 77 - STRIPING DETAIL #22 (THERMO & MARKERS).....	70
BID ITEM NO. 78 - STRIPING DETAIL #22 MODIFIED (THERMO & MARKERS)	70
BID ITEM NO. 79 - STRIPING DETAIL #27B (THERMO)	70
BID ITEM NO. 80 - STRIPING DETAIL #38 (THERMO & MARKERS).....	70
BID ITEM NO. 81 - STRIPING DETAIL #39 (THERMO).....	70
BID ITEM NO. 82 - STRIPING DETAIL #39A (THERMO).....	70
BID ITEM NO. 83 - STRIPING DETAIL #40 (THERMO).....	70
BID ITEM NO. 84 - STRIPING DETAIL #41 (THERMO).....	70
BID ITEM NO. 85 - PAVEMENT MARKING “25” LEGEND (THERMO)	70
BID ITEM NO. 86 - PAVEMENT MARKING “AHEAD” LEGEND (THERMO)	70
BID ITEM NO. 87 - PAVEMENT MARKING “BLVD” LEGEND (THERMO)	70
BID ITEM NO. 88 - PAVEMENT MARKING “CLEAR” LEGEND (THERMO)	70
BID ITEM NO. 89 - PAVEMENT MARKING “KEEP” LEGEND (THERMO)	70
BID ITEM NO. 90 - PAVEMENT MARKING “ONLY” LEGEND (THERMO)	70
BID ITEM NO. 91 - PAVEMENT MARKING “PED” LEGEND (THERMO).....	70
BID ITEM NO. 92 - PAVEMENT MARKING “SCHOOL” LEGEND (THERMO)	70
BID ITEM NO. 93 - PAVEMENT MARKING “SLOW” LEGEND (THERMO).....	70
BID ITEM NO. 94 - PAVEMENT MARKING “STOP” LEGEND (THERMO)	70
BID ITEM NO. 95 - PAVEMENT MARKING “XING” LEGEND (THERMO)	70
BID ITEM NO. 96 - PAVEMENT MARKING “L” PARKING STALL SYMBOL (THERMO).....	71
BID ITEM NO. 97 - PAVEMENT MARKING “T” PARKING STALL SYMBOL (THERMO).....	71
BID ITEM NO. 98 - TYPE III (B) ARROW (THERMO).....	71
BID ITEM NO. 99 - TYPE III (L or R) ARROW (THERMO)	71
BID ITEM NO. 100 - TYPE IV (L or R) ARROW (THERMO)	71

TABLE OF CONTENTS

BID ITEM NO. 101 - BIKE LANE ARROW (THERMO) 71

BID ITEM NO. 102 - BIKE LANE SYMBOL W/PERSON (THERMO)..... 71

BID ITEM NO. 103 - BICYCLE BOULEVARD BIKE LANE ARROW (THERMO)..... 71

BID ITEM NO. 104 - BICYCLE BOULEVARD BIKE LANE SYMBOL W/PERSON (THERMO)..... 71

BID ITEM NO. 105 - SHARED ROADWAY BICYCLE MARKING (THERMO)..... 71

BID ITEM NO. 106 - BICYCLE LOOP DETECTOR SYMBOL (THERMO)..... 71

BID ITEM NO. 107 - CURB PAINT 71

BID ITEM NO. 108 - REMOVE & REPLACE DELINEATOR..... 71

BID ITEM NO. 109 - REMOVE & REPLACE RUBBER PARKING BUMPER 71

BID ITEM NO. 110 - REMOVE & REPLACE ROADSIDE SIGN & POST 79

BID ITEM NO. 111 - INSTALL ROADSIDE SIGN & POST 79

BID ITEM NO. 112 - INSTALL ROADSIDE SIGN ON POST 79

BID ITEM NO. 113 - REMOVE & REPLACE DETECTOR LOOP 85

BID ITEM NO. 114 - SALVAGE PLANTER 87

BID ITEM NO. 115 - INSTALL SALVAGED PLANTER..... 87

BID ITEM NO. 116 - SUPPLEMENTAL WORK 88

NOTICE TO BIDDERS

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

2:00 P.M., Thursday, May 23, 2024

at which time bids will be publicly opened and read by the General Services Manager for **STREET REHABILITATION FY 2024** 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 **STREET REHABILITATION FY 2024, SPECIFICATION NO. 24-11624-C**.

Pre-Award Conference: The apparent low bidder will be invited to a pre-award conference tentatively scheduled for 10:00 A.M., Tuesday, June 4, 2024 at 1947 Center Street, 4th Floor, Berkeley, CA.

2. Scope of Work: The work of the **STREET REHABILITATION FY 2024** project consists of the following components:

- **Street Rehabilitation Work.**

The work done under this component includes but is not limited to: traffic control, environmental protections, adjustment of valve boxes and utility boxes, frames, and covers, replacement of survey monuments, protection of underground utility services (e.g. gas, water, sewer, electrical, telecom), concrete curbs and gutters, sidewalk, curb ramps, driveways, cross drains at curb ramps, valley gutters, concrete traffic diverter and circle, drainage, base failure repairs, ARAM cape seal, cold planing, removal and disposal of pavement surfaces and base materials, stabilization, paving mat, hot-mix asphalt (HMA), speed tables, pavement markings, striping, markers, signage, and traffic loops as specified.

3. California Contractor License Classification required: A - General Engineering

4. Location: The work is located throughout the City of Berkeley. See the vicinity maps included in the plan set. The exact limits of work are shown on the project plans.

5. Project plans and specifications may be obtained online at the City of Berkeley's website at <https://berkeleyca.gov/doing-business/working-city/bid-proposal-opportunities>. Bidders are responsible for notifying Randy (Wai) Kong, Associate Civil Engineer by email at wkong@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 at <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 No. 59,853-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 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 Sanctuary City Compliance Statement.
12. Each proposal must include a signed copy of the Equal Benefits Ordinance Disclosure Form.
13. This contract will be subject to the Community Workforce Agreement approved by the Berkeley City Council on June 27, 2023. 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 in the sum of not less than 100% of the amount of the contract.
 - c. A certificate of Worker's Compensation Insurance with waiver of subrogation in favor of the City of Berkeley.
 - d. Commercial general liability insurance coverage is \$2 million each occurrence Bodily Injury and \$2 million each occurrence Property Damage, with defense costs payable in addition to policy limits.
 - e. Automobile liability insurance is \$2 million each occurrence Bodily Injury and \$2 million each occurrence 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 of any limits reduction or change in said policy shall be mailed to the City and the Project Manager thirty (30) days in advance of the effective date thereof. Insurance policies shall contain a Notice of Cancellation endorsement.
- i. Contractor's insurance shall be primary insurance and no other insurance or self insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

17. General information or plan holder's list: (510) 981-6400.

Questions concerning the anticipated work or scope of the project should be directed to Randy (Wai) Kong, Associate Civil Engineer, via email at wkong@berkeleyca.gov, **no later than 10:00 A.M., May 16, 2024**. Questions received after this time may not be answered.

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

RECONSTRUCTION & RESURFACING

Item		Estimated		Unit	Total
<u>No.</u>	<u>Description*</u>	<u>Quantity</u>		<u>Cost</u>	<u>Cost</u>
1	Mobilization	1		LS	\$_____ \$_____
2	Traffic Control	1		LS	\$_____ \$_____
3	Construction Area Signs	144		EA	\$_____ \$_____
4	Changeable Message Boards	36		EA	\$_____ \$_____
5	Water Pollution Control Program	1		LS	\$_____ \$_____
6*	Pothole (Revocable)	1		LS	\$_____ \$_____
7	Clearing, Grubbing, Tree Protection & Root Pruning	1		LS	\$_____ \$_____
8*	Tree Removal - 36-inch Diameter Max. (Revocable)	1		EA	\$_____ \$_____
9	Rubberized Cape Seal	832,398		SF	\$_____ \$_____
10	3/8-inch HMA (Type A) PG 64-10	2,014		TON	\$_____ \$_____
11	1/2-inch HMA (Type A) PG 64-10	15,581		TON	\$_____ \$_____
12	3/4-inch HMA (Type A) PG 64-10	3,537		TON	\$_____ \$_____
13	Remove & Replace HMA Dike	426		LF	\$_____ \$_____

BIDDER'S PROPOSAL

(continued)

14*	Miscellaneous Paving at Driveway (Revocable)	6,250	SF	\$_____	\$_____
15	Remove & Replace Speed Table	14	EA	\$_____	\$_____
16	Paving Mat	15,741	SY	\$_____	\$_____
17	Remove & Replace 4-inch HMA	199,300	SF	\$_____	\$_____
18	Remove & Replace 5-inch HMA	44,811	SF	\$_____	\$_____
19	Remove & Replace 6-inch HMA	14,163	SF	\$_____	\$_____
20	Remove & Replace 8-inch HMA	2,855	SF	\$_____	\$_____
21	Remove & Replace 9-inch HMA	9,656	SF	\$_____	\$_____
22*	Remove & Replace 11-inch HMA (Revocable)	718	SF	\$_____	\$_____
23*	6-inch Deep Lift Stabilization (Revocable)	7,500	SF	\$_____	\$_____
24	Keycut A1	9,001	LF	\$_____	\$_____
25	Keycut A2	16,558	LF	\$_____	\$_____
26	Keycut B1	916	LF	\$_____	\$_____
27	Keycut B2	965	LF	\$_____	\$_____
28	Cold Plane 1-inch	106,602	SF	\$_____	\$_____
29	Cold Plane 2-inch	112,961	SF	\$_____	\$_____

BIDDER'S PROPOSAL
(continued)

30	Cold Plane 2-1/4-inch	19,913	SF	\$ _____	\$ _____
31	Cold Plane 3-inch	6,721	SF	\$ _____	\$ _____
32	Cold Plane 3-1/2-inch	141,665	SF	\$ _____	\$ _____
33	Cold Plane 4-inch	35,693	SF	\$ _____	\$ _____
34	Cold Plane 8-inch	46,348	SF	\$ _____	\$ _____
35	Cold Plane 12-inch	56,206	SF	\$ _____	\$ _____
36	Remove & Replace PCC Sidewalk	84	SF	\$ _____	\$ _____
37	Remove & Replace PCC Curb	690	LF	\$ _____	\$ _____
38	Remove & Replace PCC Rolled Curb	200	LF	\$ _____	\$ _____
39	Remove & Replace PCC Curb & Gutter	791	LF	\$ _____	\$ _____
40	Remove & Replace PCC Bus Pad	270	SF	\$ _____	\$ _____
41	Remove & Replace PCC Driveway (Residential)	825	SF	\$ _____	\$ _____
42	Remove & Replace PCC Valley Gutter	180	SF	\$ _____	\$ _____
43*	Curb Ramp (Revocable)	10	EA	\$ _____	\$ _____
44	Construct Traffic Circle	1	EA	\$ _____	\$ _____

BIDDER'S PROPOSAL
(continued)

45	Construct Traffic Diverter	1	EA	\$_____	\$_____
46	Reconstruct Top of Catch Basin	1	EA	\$_____	\$_____
47	Remove & Dispose of Cross Drain Cover	1	EA	\$_____	\$_____
48	Install G-5 Frame & Cover Furnished By EBMUD	80	EA	\$_____	\$_____
49*	Lower Gas Valve Cover (Revocable)	20	EA	\$_____	\$_____
50	Lower Loop Detector Handhole Cover	1	EA	\$_____	\$_____
51	Lower Maintenance Hole Cover	139	EA	\$_____	\$_____
52	Lower Sewer Cleanout Cover	1	EA	\$_____	\$_____
53	Lower Survey Monument Cover	43	EA	\$_____	\$_____
54*	Lower Water Valve Cover (Revocable)	167	EA	\$_____	\$_____
55	Adjust Electrical Vault Cover to Finish Grade	3	EA	\$_____	\$_____
56*	Adjust Gas Valve Cover to Finish Grade (Revocable)	45	EA	\$_____	\$_____
57	Adjust Junction Box to Finish Grade	10	EA	\$_____	\$_____
58	Adjust Loop Detector Handhole Cover to Finish Grade	1	EA	\$_____	\$_____
59	Adjust Maintenance Hole Cover to Finish Grade	315	EA	\$_____	\$_____

60	Adjust Sewer Cleanout Cover to Finish Grade	6	EA	\$ _____	\$ _____
61	Adjust Survey Monument Cover to Finish Grade	97	EA	\$ _____	\$ _____
62*	Adjust Water Valve Cover to Finish Grade (Revocable)	297	EA	\$ _____	\$ _____
63*	Replace Water Valve Cover (Revocable)	1	EA	\$ _____	\$ _____
64	Monument Replacement	72	EA	\$ _____	\$ _____
65	Install Blue RPM at Fire Hydrant	86	EA	\$ _____	\$ _____
66	Install White RPM at Median	84	EA	\$ _____	\$ _____
67	Install Yellow RPM at Median	12	EA	\$ _____	\$ _____
68	4-inch White Line (Thermo)	193	LF	\$ _____	\$ _____
69	8-inch White Line (Thermo)	85	LF	\$ _____	\$ _____
70	12-inch White Crosswalk/Limit Line (Thermo)	11,335	LF	\$ _____	\$ _____
71	12-inch Yellow Crosswalk Line (Thermo)	1,022	LF	\$ _____	\$ _____
72	24-inch White Crosswalk Line (Thermo)	2,956	LF	\$ _____	\$ _____
73	24-inch Yellow Crosswalk Line (Thermo)	772	LF	\$ _____	\$ _____
74	White Yield Line (Thermo)	41	EA	\$ _____	\$ _____

BIDDER'S PROPOSAL
(continued)

75	Striping Detail #2 (Thermo & Markers)	2,810	LF	\$ _____	\$ _____
76	Striping Detail #9 (Thermo & Markers)	4,127	LF	\$ _____	\$ _____
77	Striping Detail #22 (Thermo & Markers)	21,191	LF	\$ _____	\$ _____
78	Striping Detail #22 Modified (Thermo & Markers)	250	LF	\$ _____	\$ _____
79	Striping Detail #27B (Thermo)	2,797	LF	\$ _____	\$ _____
80	Striping Detail #38 (Thermo & Makers)	540	LF	\$ _____	\$ _____
81	Striping Detail #39 (Thermo)	7,110	LF	\$ _____	\$ _____
82	Striping Detail #39A (Thermo)	30	LF	\$ _____	\$ _____
83	Striping Detail #40 (Thermo)	429	LF	\$ _____	\$ _____
84	Striping Detail #41 (Thermo)	168	LF	\$ _____	\$ _____
85	Pavement Marking "25" Legend (Thermo)	12	EA	\$ _____	\$ _____
86	Pavement Marking "AHEAD" Legend (Thermo)	8	EA	\$ _____	\$ _____
87	Pavement Marking "BLVD" Legend (Thermo)	48	EA	\$ _____	\$ _____
88	Pavement Marking "CLEAR" Legend (Thermo)	1	EA	\$ _____	\$ _____
89	Pavement Marking "KEEP" Legend (Thermo)	1	EA	\$ _____	\$ _____

BIDDER'S PROPOSAL

(continued)

90	Pavement Marking "ONLY" Legend (Thermo)	1	EA	\$_____	\$_____
91	Pavement Marking "PED" Legend (Thermo)	8	EA	\$_____	\$_____
92	Pavement Marking "SCHOOL" Legend (Thermo)	13	EA	\$_____	\$_____
93	Pavement Marking "SLOW" Legend (Thermo)	21	EA	\$_____	\$_____
94	Pavement Marking "STOP" Legend (Thermo)	135	EA	\$_____	\$_____
95	Pavement Marking "XING" Legend (Thermo)	21	EA	\$_____	\$_____
96	Pavement Marking "L" Parking Stall Symbol (Thermo)	58	EA	\$_____	\$_____
97	Pavement Marking "T" Parking Stall Symbol (Thermo)	63	EA	\$_____	\$_____
98	Type III (B) Arrow (Thermo)	2	EA	\$_____	\$_____
99	Type III (L or R) Arrow (Thermo)	10	EA	\$_____	\$_____
100	Type IV (L or R) Arrow (Thermo)	9	EA	\$_____	\$_____
101	Bike Lane Arrow (Thermo)	2	EA	\$_____	\$_____
102	Bike Lane Symbol w/Person (Thermo)	2	EA	\$_____	\$_____
103	Bicycle Boulevard Bike Lane Arrow (Thermo)	68	EA	\$_____	\$_____
104	Bicycle Boulevard Bike Lane				

BIDDER'S PROPOSAL
(continued)

	Symbol w/Person (Thermo)	69	EA	\$_____	\$_____
105	Shared Roadway Bicycle Marking (Thermo)	91	EA	\$_____	\$_____
106	Bicycle Loop Detector Symbol (Thermo)	1	EA	\$_____	\$_____
107	Curb Paint	12,247	LF	\$_____	\$_____
108	Remove & Replace Delineator	24	EA	\$_____	\$_____
109	Remove & Replace Rubber Parking Bumper	8	EA	\$_____	\$_____
110	Remove & Replace Roadside Sign & Post	1	EA	\$_____	\$_____
111	Install Roadside Sign & Post	14	LF	\$_____	\$_____
112	Install Roadside Sign on Post	4	EA	\$_____	\$_____
113	Remove & Replace Detector Loop	4	EA	\$_____	\$_____
114	Salvage Planter	8	EA	\$_____	\$_____
115	Install Salvaged Planter	6	EA	\$_____	\$_____

The following Bid Item (116) is an addition to the Project's scope of work. This additional work may or may not be authorized to be performed by the Contractor as part of this Contract. The additional work is located on streets throughout the City of Berkeley and may be outside the limits of streets scheduled for rehabilitation.

116	Supplemental Work			<u>\$200,000</u>	<u>\$ 200,000</u>
-----	-------------------	--	--	------------------	-------------------

BIDDER'S PROPOSAL
(continued)

TOTAL COST OF BID IN WORDS AND FIGURES: _____

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

Note:

- * Bid Items 6, 8, 14, 22, 23, 43, 49, 54, 56, 62 and 63 are revocable bid items. The City reserves the right to delete these bid items prior to award of contract or during construction at its own discretion. No compensation will be allowed the Contractor by reason of such omission.

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 Eighty (80) 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 Five Hundred Dollars (\$2,500.00) for each working day that the construction work remains incomplete beyond the above construction time. The term of the contract is One Hundred (100) WORKING days which includes an additional Twenty (20) WORKING days for project closeout beyond the above construction time.

Company _____ Address _____

By _____

Title _____ Phone (____) _____

Taxpayer I.D. No. _____ Date _____

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. 24-11624-C. The contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred (100) working days from the date established in the Notice to Proceed.

CITY OF BERKELEY

Dated: _____ By: _____
City Manager

Registered By: _____
Auditor

Attested By: _____
City Clerk

BIDDERS AND CONTRACTORS CHECKLIST

Items Required at Bid opening: 2:00 P.M, Thursday, May 23, 2024, at Finance Department – General Services Division, 2180 Milvia Street, 3rd Floor, Berkeley, California

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

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

- Memorandum of Understanding
- Agreement for Change in Sub-Contractors
- WorkForce Composition
- Certificate of Compliance with Equal Benefits Ordinance (Form EBO-1)

Items Required After Contract Award and Prior to Construction:

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

Items Required During Construction:

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

Items Required Upon Completion of Project:

- Guarantee Bond - 10%
- As-Built Drawings

EXPERIENCE AND FINANCIAL QUALIFICATIONS

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

The Bidder's three most recently completed contracts are:

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

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

Name of Bank _____ Address _____

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

Company _____ Address _____

 Signature of Bidder

TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

MAILING ADDRESS

SOCIAL SECURITY NUMBER:

OR

EMPLOYER IDENTIFICATION NUMBER:

My Company is a Corporation

My Company is not a Corporation

I certify that the above information is true and correct:

Name

Title

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

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

CITY OF BERKELEY
NUCLEAR FREE ZONE DISCLOSURE FORM

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

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

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

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

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

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

PrintedName: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Street Rehabilitation FY 2024/24-11624-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 No. 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 and the Provinces of Abo, 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. **Street Rehabilitation FY 2024 / 24-11624-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: _____

WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS

This form is to be completed and submitted prior to the Non-Discrimination Conference. The Contractor and all Subcontractors who will do work valued at \$3,000 or more are required to submit this form. Weekly payroll reports will be compared to this listing to monitor compliance with the City of Berkeley Municipal Code Section 13.26. A payroll printout or other listing of employees providing the same information will be accepted.

Name of Contractor/Subcontractor: _____

Project: _____

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

* A=Asian or Pacific Islander **M = Male
 AI=American Indian **F = Female
 B=Afro American
 C=Caucasian
 H=Hispanic (Mexican, Puerto Rican, Spanish,
 Cuban, Chicano, Central or South American)

 Signature of Contractor/Subcontractor Date

Verified By: _____
 City of Berkeley-City Engineer or designee

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: **STREET REHABILITATION FY 2024 / 24-11624-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

Article I.	Name:	Article II.	Vendor No.:
Article III.	Address	Article IV.	City
:	:	Article V.	State
:	:	Article VI.	ZIP
Article VII.	Contact Person:	Article VIII.	Telephone:
Article IX.	E-mail Address:	Article X.	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 _____,
(State) (City)

Name (please print)

Signature

Title
Number

Federal ID or Social Security

Article XI. 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 (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.

- **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: **STREET REHABILITATION FY 2024/24-11624-C**

Signature: _____

Print Name: _____

Title: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____



COMMUNITY WORKFORCE AGREEMENT (CWA) HIRING PLAN
(to be submitted with signed Agreement to be Bound)

Name of Project: _____

Name of Company Reporting: _____

Name of Person Completing Form: _____

Signature Date Name/Title

Employee Name*	Employee Address	City & Zip Code	Trade	Estimated Hours on Project	Journey or Apprentice & Period	Base Pay Rate

*If employee is TBD please enter the trade & planned hours only, and re-submit form with names and addresses after workforce is determined.
20% local hire goal-Berkeley residents only

Signatory to union: Yes No If yes, please list trades:

Comments: _____

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

SECTION 1 - DEFINITION OF TERMS1

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS.....4

SECTION 3 - AWARD AND EXECUTION OF CONTRACT6

SECTION 4 - SCOPE OF WORK.....8

SECTION 5 - CONTROL OF THE WORK17

SECTION 6 - CONTROL OF MATERIAL.....23

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC25

SECTION 8 - PROSECUTION AND PROGRESS.....33

SECTION 9 - MEASUREMENT AND PAYMENT.....38

SECTION 1 - DEFINITION OF TERMS

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

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

contract with the contractor. It includes one who furnishes material worked to a special design according to the plans or specifications of the work, but does not include one who merely furnishes material.

- 101.19 Street -- Any dedicated right-of-way for public use as an avenue, highway, lane alley, court, crossing, or intersection.
- 101.20 The Work -- All the work described in the specifications and contract or indicated on the plans as the contemplated improvement covered by the contract.
- 101.21 Contract Change Order -- A written order to the Contractor signed by the Engineer directing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the effective date of the contract. A change order may or may not also be signed by the Contractor.
- 101.22 Allowance -- An inexact bid quantity listed on the Bidder's Proposal in anticipation that work of the particular nature will be required, but the quantity is not known until the work of the whole is in progress or completed. The quantity listed is for comparison of total bids. Bidder agrees to do each unit of work for the unit price bid in the proposal.
- 101.23 Resident Engineer -- Designated inspection representative(s) of the Engineer.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

- 301.1 Consideration of Bids. Bids will be opened publicly by the Purchasing Agent of the City on the date and at the time set forth in the "Notice to Bidders." The right is reserved by the City by action of the Council to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by City employees, or to abandon the work, if in the judgement of the Council, the best interests of the City will be promoted thereby.
- 301.2 Award of Contract. The award of the contract, if awarded, will be to the lowest responsive Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within seventy-five (75) calendar days after the opening of the proposals.
- All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.
- 301.3 Return of Proposal Guarantees. All proposal guarantees will be held by the City until the contract has been authorized by Council resolution and signed by the City Manager after which guarantees for unsuccessful proposals will be returned to the unsuccessful Bidders. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.
- 301.4 Contract Bonds. At the time of execution of the contract by the City Manager, the Contractor will be required to furnish a Surety Company contract bond for faithful performance in the sum of not less than one hundred percent (100%) of the amount of his contract, in addition to which he will be required to furnish a Surety Company labor and material bond in the sum of not less than one hundred percent (100%) of the amount of the contract in accordance with the provisions of state laws.
- Alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the Surety or Sureties on the contract bonds.
- 301.5 Execution of Contract. The Bidder's Proposal (offer) shall become a binding contract on the parties when the award of a contract pursuant to said proposal is authorized by resolution of the City Council. The proposal will then be executed in writing by the City Manager, or his/her authorized representative, in the name of the City.
- 301.6 Failure to Perform Contract. If the successful Bidder fails to begin performance of the contract within thirty (30) calendar days from the date of the award of the contract, the City will either let the contract to the next lowest Bidder or will reject all other bids and call for new bids. The

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

SECTION 4 - SCOPE OF WORK

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

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

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

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

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

401.3 Extra Work. New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items, or if the character of an item is materially changed on which the Contractor based his bid price, and

that change materially increases or decreases the cost of the item as outlined in Section 401.2 hereof.

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

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

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

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

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

See also Sections 701.25.1 and 701.25.2.

401.6 Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash, rubbish, and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash, rubbish or waste material and the place and manner of disposal.

The Contractor shall maintain a neat appearance to the work. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from surfaces to prevent marring or other damage.

Broken concrete debris, and unsuitable excavated native soil during construction shall be disposed of concurrently with its removal. If stockpiling is necessary all debris shall be placed in trash bins daily and shall be removed or disposed of weekly. Any waste shall not be buried on the site or disposed of into storm drains, sanitary sewers, streams, or waterways.

Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Sidewalks, street area, parking strips, and driveway approaches must be kept reasonably clean at all times during construction and be completely and carefully cleaned after the work has progressed beyond the immediate vicinity to the satisfaction of the Engineer. Reasonable cleanup is defined as no dust, rock, or mud on any portion of the public right-of-way or the private properties as a result of the Contractor's work.

401.7 Dust and Debris Control. The Contractor shall be responsible for controlling dust in the air and rocks, debris, mud or dirt which are scattered as a result of his operations on the job. The Contractor shall be responsible for cleaning all mud, rock, dust, dirt, and debris-producing materials that originate in the project area and are deposited on other public or private property by truck tires, spillages, or by other means. The Contractor shall have suitable and adequate street cleaning equipment on the project site at all times.

The Contractor shall begin cleanup operation by 3 PM and before the end of each day's work, clean all paved portions of the project and paved streets leading from the project that have dust-producing materials or debris deposited upon them. The work areas shall be swept clean at the end of each day's work and at other times when directed by the Engineer.

The Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience in order to conserve water during drought situations or mandated rationing required by the Water Utility Company. Whenever flushing of streets or any other work is necessary, the Contractor shall provide filter materials at the catch basin to retain any debris and dirt flowing into the City's drainage system.

The cost of the above work, including the providing of barricades, water and other materials, labor, and equipment shall be at the sole cost and expense of the Contractor.

The Engineer may determine that an emergency exists when dust, rocks, debris, mud, or dirt are scattered in the public right of way or in the private properties as a result of Contractor's activities and/or deterioration of such conditions due to rain. The emergency conditions may also be declared when traffic

or the Contractor's equipment travelling through a job causes dust to fly or rocks, debris, mud, or dirt to be scattered. Similar emergency conditions may be determined by the Engineer if the storage of materials, tools, or any other equipment related to the project, in the public rights of way, is causing any obstruction or blocks access to the neighboring properties and/or dangerously placed without proper barricades and lights and/or backfill stockpiles or debris washing away into the street gutter and catch basins.

401.7-1 Emergency Cleanup Work. In any case in which the Contractor fails to satisfactorily complete the cleanup work described in this section, the Engineer or his representative may determine that an emergency exists. In the event an emergency is determined by the Engineer, the Contractor shall immediately make available manual labor or mechanical equipment capable of handling the cleaning process. During such an emergency, City forces may be called upon to complete the cleanup work, or the City may contract for the cleanup work. All construction work shall be shut down during this cleanup work by the City/contract forces. The Engineer may shut down further construction work until the violations are corrected to the satisfaction of the Engineer. The cost of the work performed by City/Contract forces plus an additional 70% surcharge shall be paid by the Contractor by deduction from payment due him on the contract. No compensation shall be given to the Contractor for stoppage of work.

Such action by the Engineer, however, shall not relieve the Contractor of his responsibility for any damages which may occur before, during or after such action has been taken by the Engineer, and shall place no liability upon the City or the Engineer.

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

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

401.10 Coordination With Affected Residents. This contract may include a significant amount of work within construction easements in private property. The Contractor shall be required to provide adequate notification to, and coordination with, the affected residents. At least 1 week prior to working in easements, the Contractor shall notify the affected residents in writing of the intention to perform work within their properties, the starting dates of work, and duration of the work. The Contractor shall only initiate an amount of work that can be reasonably completed on the same day. If the initiated work is unfinished, the Contractor shall provide adequate covers and appropriate barricades and warning signs to ensure public safety to the satisfaction of the Engineer. After completion of work in the easement area, the Contractor shall obtain written release from the property owners and give a copy to the Engineer. Any

damages to the properties shall be restored and handled in accordance with Section 401.11 of this specification.

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

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

Water Services: 4 hours
Sewer Services: 7 hours

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

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

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

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

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

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

shall be at least equal to existing improvements, and shall match them in finish and dimensions.

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

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

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

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

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

401.12-2 Transmittal Procedure

401.12-2a General. Submittals regarding material and equipment shall be accompanied by a transmittal form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a

manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

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

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

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

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

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

Unless otherwise specified, within 10 calendar days after receipt of the submittal, the Engineer shall review the submittal and return one copy of the marked-up reproducible original noted in 1 above. The reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment or work method complies with the contract documents, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating

the material and equipment covered by the submittal in accordance with the noted corrections.

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

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

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

401.13 Final Cleaning Up. Upon completion of the work, and before acceptance and final payment, the Contractor shall clean the project areas and remove all surplus and discarded materials, falsework, rubbish and temporary structures and restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the improvement in a neat and presentable condition throughout the entire length of the improvement under contract to the satisfaction of the Engineer. If the Conditions as noted above are not corrected immediately, the Engineer may declare an emergency and take necessary action in accordance with Section 401.7-1 of this specification.

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

1. Subsurface or latent physical conditions differing materially from those represented in the Contract; and

2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

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

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

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

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

SECTION 5 - CONTROL OF THE WORK

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

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

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

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

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

Materials and Part 3 - Construction Methods.

9. Reference Specifications.

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

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

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

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

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

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

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

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

The Contractor shall protect stakes set by City surveyors by placing guard stakes or large objects to protect

them from damage. The Engineer shall charge the Contractor for all time spent resetting stakes.

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

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

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

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

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

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

At main entry and exit points of each work location, the Contractor shall provide a 30" x 30" sign advising the public of the anticipated period of time that traffic delays may be anticipated. This sign will also

include name and telephone number of the Contractor along with starting and completion dates of the contract. Sign will be erected 7 days in advance of any work.

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

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

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

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

Public parking on streets may be restricted as necessary.

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

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

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

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

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

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

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

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

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

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

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

501.16 Substitution. Any materials, process, or article may be requested for a substitution by the Contractor, in lieu of that specified or shown, under the following conditions:

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

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

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

- Replacement
- Inversion-Lining
- Sliplining

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

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

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

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

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

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

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

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

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

The Contractor shall forfeit, as penalty to the City, twenty-five dollars (\$25.00) for each laborer, workman,

or mechanic employed, for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the general prevailing wages hereinafter stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code. In addition, the Contractor shall pay to the workmen the wages resulting from the difference between the stipulated wage rate and the wages actually paid.

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

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

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

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

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

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

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

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

701.10 Royalties and Patents. The Contractor shall pay all royalties and patent fees. He shall defend all suits and claims for infringements of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the

product of a particular manufacturer is specified. If, however, the Contractor has information that the procedures or article specified is an infringement of a patent, he shall be responsible for any loss unless he promptly gives said information to the City.

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

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

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

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

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

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

- o Safe pedestrian passage shall be provided at all times on the project site.
- o All open trenches will be covered with appropriately thick steel plates in accordance with page 25 of the "Work Area Traffic Control Handbook" published by Building News, Inc. (213) 870-9871. Safe passage for all vehicles shall be maintained at all times in both directions.
- o Sufficient number of reflectorized signs shall be supplied and used on the job site at all times to efficiently control traffic in accordance with this specification. Each and all barricades shall be equipped with operative automatic flashers.
- o Berkeley Police and Fire Departments, Berkeley School District, City Streets and Utilities Division, and A.C. Transit shall be advised of the planned construction, blocked streets, and other changes affecting traffic conditions (48 hours in advance), every work day -- or more frequently. Additionally, the Police and Fire Departments and Resident Engineer must be given telephone

numbers where the Contractor may be reached at all hours in the event of an emergency involving the work. Appropriate Police, Fire, Berkeley School District, City Streets and Utilities Division, and A.C. Transit telephone numbers are as follows:

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

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

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

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

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

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

701.13 Public Liability and Property Damage Insurance. Before commencing the work, the Contractor shall furnish to the City Attorney of the City satisfactory evidence of public Liability and Property Damage insurance with limits of liability as listed in the Notice to Bidders and as approved by the City's Risk Manager. Such insurance shall name the City of Berkeley officers, employees, agents and its consultants

associated with the project (City to provide names of the consultant(s)) as additional named insured and it shall be provided that any cancellation or reduction in coverage of the insurance by either the assured or the insurance company will not be effective until thirty (30) days after written notice thereof has been given to the City.

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

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

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

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

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

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

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

701.17 Obstruction. No material or other obstruction shall be placed within fifteen (15) feet of fire

hydrants, which must be at all times readily accessible to the Fire Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

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

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

The Engineer may extend the starting date.

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

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

Loss of work for any cause during the period of time prior to the submission of the progress schedule will not be considered by the Engineer in his computation of time extensions. In addition, the Contractor shall submit a complete list of subcontractors who will perform the work on this project and a list of all major

material suppliers. No substitutions of any kind will be allowed, either of subcontractors or material suppliers without the written approval of the Engineer.

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

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

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

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

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

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

City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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

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

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

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

801.9 Acceptance of Payment Does Not Constitute Waiver. If the City accepts any work or makes any payment under this contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any of the provisions in regard to time of completion and liquidated damages.

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

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

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

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

801.13 Guarantee. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one year after completion and acceptance by the Agency. The date of initiation of this guarantee period shall be the date of the filing of the notice of completion by the Agency. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to defend, to indemnify and hold harmless the Agency; its officers, agents and employees, and its consultants associated with the project (City to provide name of consultant), against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the

Engineer. If the Contractor fails to make the repairs and replacements promptly, the Agency may do the work and the Contractor and his surety shall be liable to the Agency for the cost of such work.

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

901.3 Progress Payments. The Engineer shall, once in each month, cause an estimate in writing to be made of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used to the time of such estimate, and the value thereof according to the schedule of prices contained in the accepted bid for work. The Engineer may make an estimate of such

items of work that are only partially completed on a prorating basis and pay for that portion of the item of work completed as work done. The Contractor may request the Engineer to establish a basis for prorating the unfinished items of work, but must use such a schedule for said prorating as will then be established by the Engineer. In order to receive payment, the Contractor shall make his bills in triplicate and deliver to the office of the Engineer.

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

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

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

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

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

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

901.5 Final Payments. The Engineer shall, after the completion of the requested work in each area, make a final estimate of the amount of work done thereunder, and the value of such work, and the City

shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts subject to correction in the final estimate and payment.

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

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

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

PART B - SPECIAL PROVISIONS

SPECIAL PROVISIONS.....1

GENERAL CONDITIONS1

1. Standard Specifications.....1

2. Locations and Order of Work1

3. Nature of Work1

4. Contractor's License: State SB #2231

5. State Senate Bill SB #854.....2

6. Performance Bond2

7. Labor and Material Bond.....2

8. Community Workforce Agreement2

9. Insurance Certificate2

10. Progress Schedule3

11. Holidays4

12. Obstructions5

13. Weight Certificates5

14. Public Relations Requirements6

15. Lines and Grades.....7

16. Protection and Preservation of Survey Monuments.....7

17. Revocable Bid Items8

18. Construction on Hill Streets.....8

19. Overage Permits.....8

20. Stormwater Pollution Control.....8

21. Creek Protection.....11

22. Audio/Video Survey12

23. Tree and Root Protection and Root Pruning.....12

24. Conformance to Plans and Specifications.....12

25. Bond Riders for Additional Work during Construction12

26. Retained Funds.....13

27. Mobilization and Demobilization13

28. Existing Utilities13

29. General Conditions Compensation15

30. Termination of Contract for Convenience16

SPECIAL PROVISIONS**GENERAL CONDITIONS****1. Standard Specifications**

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

2. Locations and Order of Work

As shown on the plans, the work described in these specifications is located at various sites within the City of Berkeley.

The exact work limits are shown in the project plans.

3. Nature of Work

The work done under this component includes but is not limited to: traffic control, environmental protections, adjustment of valve boxes and utility boxes, frames, and covers, replacement of survey monuments, protection of underground utility services (e.g. gas, water, sewer, electrical, telecom), concrete curbs and gutters, sidewalk, curb ramps, driveways, cross drains at curb ramps, valley gutters, concrete traffic diverter and circle, drainage, base failure repairs, ARAM cape seal, cold planing, removal and disposal of pavement surfaces and base materials, stabilization, paving mat, hot-mix asphalt (HMA), speed tables, pavement markings, striping, markers, signage, and traffic loops as specified.

4. Contractor's License: State SB #223

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

A - General Engineering Contractor

5. State Senate Bill SB #854

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

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

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

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

6. Performance Bond

The required 100% performance bond must be submitted on the attached performance bond form provided by the City. The Contractor and a duly authorized representative of a surety company licensed to offer surety bonds in California must properly execute the form. All signatures must be properly authorized and notarized.

7. Labor and Material Bond

The required Labor and Material Bond in the sum of not less than 100% of the contract amount may be submitted on your Surety Company's standard certificate with original signatures.

8. Community Workforce Agreement

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

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

9. Insurance Certificate

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

blue ink.

10. **Progress Schedule**

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

The contractor shall coordinate operations with the City's Zero Waste pickup schedules for refuse, recycling, and plant debris.

Construction Work Sequencing:

Contractor shall start/finish the following construction work in the order listed unless it is otherwise allowed by the Engineer:

- Construction signs and BMP
- Concrete related work
- Base failure Repairs (digouts) in Cape Seal streets
- Cape Seal
- Lowering Utility frames and covers
- Base Failure and excavation/paving in Mill/Fill streets
- Raising of utility frames and covers
- Permanent striping

Where proposed work is adjacent to a school, Contactor will be required to schedule the construction activity to accomodate the school's schedule at no additional cost to the City.

Due to fire danger that exists during a Red Flag Warning event, the City is implementing restrictions for work within City of Berkeley Fire Zones 2 and 3. Restrictions may include but are not limited to prohibition of work deemed a potential ignition risk or work that may restrict full use of the street in the event of an evacuation or impede access by emergency services. Red Flag days requiring a work stoppage shall be treated as inclement weather delays per Section 801.8 of the General Provisions.

A map of City Fire Zones can be viewed at the website below.

<https://www.arcgis.com/home/webmap/viewer.html?webmap=c83555684940467b9c103c12eb3ac3bf&extent=-122.3095,37.851,-122.2084,37.8925>.

Contractors are responsible to stay informed of the Warnings during the High Fire Season. Information regarding Red Flag Warning alerts is available at AC Alert – Alameda County. View notifications or sign up for AC Alert texts at

<https://member.everbridge.net/453003085612570/notif>

11. **Holidays**

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

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

<https://berkeleyca.gov/your-government/city-holidays>

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

Designated streets and their limits are listed below:

Telegraph Ave.	Bancroft Way	To	South City Limits
Bancroft Way	Piedmont Ave.	To	Shattuck Ave.
Durant Ave.	Shattuck Ave.	To	Bowditch St.
College Ave.	Webster St.	To	Russell St.
Sacramento St.	University Ave.	To	South City Limits
Shattuck Ave.	Rose St.	To	Ashby Ave.
Adeline St.	Shattuck Ave.	To	Alcatraz Ave.
University Ave.	Sixth St.	To	Oxford St.
Hearst Ave.	Frontage Rd.	To	Sixth St.
Gilman St.	Frontage Rd.	To	Hopkins St.
Center St.	Fulton St.	To	Martin Luther King Jr.
Kittredge St.	Fulton St.	To	Milvia St.
Vine St.	Walnut St.	To	Shattuck Ave.
Solano Ave.	The Alameda	To	West City Limits
Allston Way	Fulton St.	To	Milvia St.
Addison St.	Fulton St.	To	Milvia St.
Fourth St.	Addison St.	To	Virginia St.
Euclid Ave.	Hearst Ave.	To	Ridge Rd.
Oxford/Fulton St.	Hearst Ave.	To	Dwight Way

Designated highway routes are:

Ashby Avenue
Tunnel Road

San Pablo Avenue

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

12. Obstructions

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

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

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

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

The Contractor shall determine the unknown location of main and service utilities in advance in order not to delay the schedule of construction. Advance potholing shall be included in the planning and execution of the work. No additional compensation will be paid by the City for the performance of this work. At the direction of the Engineer, it is the Contractor's responsibility to make corrections if conflicts arise among utilities. If conflict arises, the Contractor shall inform the Engineer in advance before any correction is made.

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

13. Weight Certificates

A duplicate certified ticket, giving weight of material in the truck and the date and time of weighing, shall be given to the Engineer on the job as soon as the truck arrives at the site. All trucks used for hauling hot mix asphalt shall be weighed empty daily at such times as directed by the Engineer.

14. Public Relations Requirements

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

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

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

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

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

- a. Name of the Contractor's Public Relations Coordinator and his/her experience with interfacing with the public.
- b. Plans for conducting public impact assessments prior to commencing the total project, each stage of the project, as necessary to execute the provisions of this contract without undue impact on the public.
- c. Techniques or plans for interfacing with the public and agencies at various stages of the project.
- d. Method of notifying and informing the public and agencies prior to construction stages, providing ample time to address their concerns.
- e. Plans for coordinating public relations matters with the City during the pre-construction conference, weekly meetings and during review of the construction schedule.
- f. Provisions for and frequency of briefing employees on the details of executing the Public Relations Plan.

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

No additional compensation will be paid by the City for implementing Public Relations

Policy requirements. All such related effort is a mandatory requirement of the contract.

15. Lines and Grades

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

Construction surveys and stakes to establish the lines and grades and to establish the replacement position for Survey Monuments will be the responsibility of the Contractor and not provided by the City.

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

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

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

16. Protection and Preservation of Survey Monuments

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

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

Monument referencing shall be done by a Professional Land Surveyor licensed in the State of California hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the City prior to the start of construction. For each monument that has been removed, the replacement monument location(s) will be established by the referencing surveyor after final pavement is completed. The new dome

brass marker shall not receive final punching prior to seven (7) days after completion of the monument construction.

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

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

17. Revocable Bid Items

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

18. Construction on Hill Streets

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

19. Overage Permits

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

20. Stormwater Pollution Control

The intent of these requirements is compliance with federal, state, City, and other local agencies' regulations that prohibit non-stormwater discharges from construction sites. Pollutants (any substance, material, or waste other than rainfall derived stormwater) discharged to storm drains is strictly prohibited. Further, the Contractor is informed that

Federally Endangered species have been identified in creeks within the City limits. Point source, pollutants, stormwater, and other relevant information are defined in Berkeley Municipal Code (BMC) Chapter 17.20 – DISCHARGE OF NON-STORMWATER INTO CITY’S STORM DRAIN SYSTEM – REDUCTION OF STORMWATER POLLUTION, and the City’s stormwater NPDES (National Pollutant Discharge Elimination System) Permit No. CAS612008. These documents are available upon request.

Best Management Practices (BMP) and Source Control. The Contractor shall use appropriate BMPs and source control techniques on the site(s) at all times, regardless of time of year or rainfall conditions, in order to prevent non-stormwater discharges from construction sites. BMPs shall be in conformance with the California Stormwater Quality Association’s “Stormwater Best Management Practice Handbook,” current edition.

Water Pollution Control Plan (WPCP) and Coordinator. The Contractor shall prepare, submit for favorable review by the City, and implement a WPCP which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, creeks, creek culverts, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall identify each point of entry and show how each entry point will be protected. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events WHILE STILL PREVENTING non-stormwater discharges from entering the storm drains, creeks, and Bay. The Contractor shall designate an individual (to be approved by the City) available at all times of sufficient authority to halt work and implement BMPs and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent non-stormwater discharges from the construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges. The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management. All employees, subcontractors, suppliers, and any others involved with the construction site(s) shall be trained in implementing, the importance of, and purpose of the WPCP. Training records shall be submitted to the City along with requests for progress payment. Where BMPs affect traffic or parking, they shall be shown on the traffic control plans for the construction site(s). The WPCP shall be updated to meet changing stages of the construction site(s). Work shall not begin without the City completing its review and finding no exceptions taken on the WPCP and finding at City’s sole discretion that the WPCP meets the intent and goals of the project.

In addition, the Contractor shall observe the following guidelines:

- Paving during wet weather:
 - a. No paving while it is raining.

- b. No paving of the top lift of asphalt concrete (AC) on any day that experiences ¼” of rain in a twenty-four period
- c. No paving of bottom lift if previous seventy-two (72) hour period experienced more than ½” of rain, unless directed by the City Engineer or his/her designee.
- Store materials as required under Section 6-1.01, “Control of Materials, General,” of the Standard Specifications.
- Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc. in conformance with the provisions in Section 13-4.03E(7), “Paving, Sealing, Sawcutting, Grooving, and Grinding Activities,” of the Standard Specifications.
- Place drip pans or absorbent materials under paving equipment when not in use.
- During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.
- Sweep site daily to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
- Keep ample supplies of drip pans or absorbent materials on-site.
- If paving involves Portland cement concrete, refer to Concrete Waste Management Section of the Standard Specifications.

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc.

The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMPs:

- Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
- Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.
- Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:
 - Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
- Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
- Dispose of waste water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed.

- Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.

Training. The Contractor is responsible for ensuring all personnel, laborers, sub-contractors, suppliers, and any other personnel that are involved with the construction site(s) are trained in the importance of preventing non-stormwater discharges. Each worker shall be certified as being trained before being allowed to work. Before any work begins, the Contractor shall submit and certify under penalty of perjury a list of all workers who have been trained on the importance of pollution prevention, BMP and source control operation and maintenance, and recognize the authority of the City to stop the work in the event of a non-stormwater discharge. The training shall include as a minimum, review of the BMP and WPCP, and all BMPs (including BMP operation and maintenance) that are planned for the construction site(s).

Enforcement. The City has the authority through this contract and appropriate sections of the BMC to enforce any portions of this section. City enforcement may include but is not limited to: citations, orders to abate, bills for City cleanup costs and administration, civil suits, and criminal charges and enforcement. Enforcement action by the City does not void or suspend any enforcement actions by other agencies and actions by the City and other agencies shall be cumulative.

Submittals and Contract Time. Contractor is cautioned and advised to have appropriately trained staff with any applicable certifications prepare all submittals for Storm Water Pollution Controls including the WPCP, and have appropriately trained staff available to meet with City staff to review the submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal at least by the second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of project manager's and Architect/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor.

21. **Creek Protection**

The Contractor shall be responsible for and conduct all aspects of the work within the requirements of BMC Chapter 17.08 – PRESERVATION AND RESTORATION OF NATURAL WATERCOURSES (Creek Ordinance), and any other creek protection requirements by other agencies. Portions of the Work involving a creek channel may not be permitted starting October 15 through April 15, or other dates as may be stipulated in applicable permits. Any work between the creek banks shall be conducted to not create conditions, which will allow erosion, and shall be fully restored to equal or better than the erosion resistant condition as before the work undertaken. Complying with the requirements of creek protection shall include but not be limited to scheduling the Work around any time periods prohibiting work within creek limits, installing erosion control measures and employing appropriate BMPs for controlling erosion, monitoring, updating and modifying BMPs to meet the requirements for changing site conditions to comply with erosion control and creek protection, and replanting creek banks to reestablish erosion resistance and bank stability.

22. Audio/Video Survey

The Contractor shall perform a pre-construction audio/video survey in order to adequately document the condition of existing improvements and supplemented by still photographs as needed. It is the responsibility of the Contractor to adequately document the condition of existing improvements and the Contractor may be held liable for any damage or condition whose pre-existence he/she is unable to document. No additional compensation for such audio/video survey and still photographs will be allowed. A copy of this audio/video documentation shall be provided to the City prior to construction.

23. Tree and Root Protection and Root Pruning

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

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

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

24. Conformance to Plans and Specifications

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

Upon notification of the Engineer, the Contractor shall correct any deficiencies within 72 hours. The City may request the City crews or contract with another Contractor to perform the necessary work and repairs if the deficiencies have not been corrected after the 72-hour notification. The Contractor shall pay the cost of the work performed by the City crews or other contractor plus an additional seventy percent (70%) surcharge by deduction from payment due on the contract.

25. Bond Riders for Additional Work during Construction

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

26. Retained Funds

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

27. Mobilization and Demobilization

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

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

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

28. Existing Utilities

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

The position of the utilities shown on the Plans is derived from records of utility owners and limited utility locating services. The service connections to these utilities may be, but are not necessarily, shown on the drawings. Overhead utilities including wires, poles and guys are not necessarily shown on the Plans and shall be determined from the Contractor's visit to the site.

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

PG&E	(800) 468-4743	Notify 5 working days in advance
------	----------------	----------------------------------

AT&T	(925) 823-0774	Notify 2 weeks in advance
East Bay Municipal Utility District (EBMUD)	(510) 287-0600	Notify 2 weeks in advance and 48 hours.
Comcast	(925) 370-3721	Notify 2 weeks in advance

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

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

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

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

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

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

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

Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

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

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

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

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the Special Provisions or were located in a position substantially different from that indicated on the plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays shall be considered within the meaning of Section 8-1.07, "Delays," of the Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8 of the Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

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

29. General Conditions Compensation

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

30. Termination of Contract for Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by:
 - a. the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule,
 - b. offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

TABLE OF CONTENTS

PART C – TECHNICAL PROVISIONS	
BID ITEM NO. 1 - MOBILIZATION.....	1
BID ITEM NO. 2 - TRAFFIC CONTROL	3
BID ITEM NO. 3 - CONSTRUCTION AREA SIGNS.....	3
BID ITEM NO. 4 - CHANGEABLE MESSAGE BOARDS	11
BID ITEM NO. 5 - WATER POLLUTION CONTROL PROGRAM.....	13
BID ITEM NO. 6 - POT HOLE (REVOCABLE).....	14
BID ITEM NO. 7 - CLEARING, GRUBBING, TREE PROTECTION & ROOT PRUNING.....	16
BID ITEM NO. 8 - TREE REMOVAL – 36-INCH DIAMETER MAX. (REVOCABLE).....	16
BID ITEM NO. 9 - RUBBERIZED CAPE SEAL	21
BID ITEM NO. 10 - 3/8-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 11 - 1/2-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 12 - 3/4-INCH HMA (TYPE A) PG 64-10	29
BID ITEM NO. 13 - REMOVE & REPLACE HMA DIKE	29
BID ITEM NO. 14 - MISCELLANEOUS PAVING AT DRIVEWAY (REVOCABLE).....	29
BID ITEM NO. 15 - REMOVE & REPLACE SPEED TABLE	29
BID ITEM NO. 16 - PAVING MAT.....	41
BID ITEM NO. 17 - REMOVE & REPLACE 4-INCH HMA.....	45
BID ITEM NO. 18 - REMOVE & REPLACE 5-INCH HMA.....	45
BID ITEM NO. 19 - REMOVE & REPLACE 6-INCH HMA.....	45
BID ITEM NO. 20 - REMOVE & REPLACE 8-INCH HMA.....	45
BID ITEM NO. 21 - REMOVE & REPLACE 9-INCH HMA.....	45
BID ITEM NO. 22 - REMOVE & REPLACE 11-INCH HMA (REVOCABLE).....	45
BID ITEM NO. 23 - 6-INCH DEEP LIFT STABILIZATION (REVOCABLE).....	45
BID ITEM NO. 24 - KEYCUT A1”	48
BID ITEM NO. 25 - KEYCUT A2”	48
BID ITEM NO. 26 - KEYCUT B1”	48
BID ITEM NO. 27 - KEYCUT B2”	48
BID ITEM NO. 28 - COLD PLANE 1-INCH.....	48
BID ITEM NO. 29 - COLD PLANE 2-INCH.....	48
BID ITEM NO. 30 - COLD PLANE 2-1/4-INCH	48
BID ITEM NO. 31 - COLD PLANE 3-INCH.....	48
BID ITEM NO. 32 - COLD PLANE 3-1/2-INCH	48

TABLE OF CONTENTS

BID ITEM NO. 33 - COLD PLANE 4-INCH.....	48
BID ITEM NO. 34 - COLD PLANE 8-INCH.....	48
BID ITEM NO. 35 - COLD PLANE 12-INCH.....	48
BID ITEM NO. 36 - REMOVE & REPLACE PCC SIDEWALK.....	53
BID ITEM NO. 37 - REMOVE & REPLACE PCC CURB.....	53
BID ITEM NO. 38 - REMOVE & REPLACE PCC ROLLED CURB.....	53
BID ITEM NO. 39 - REMOVE & REPLACE PCC CURB & GUTTER.....	53
BID ITEM NO. 40 - REMOVE & REPLACE PCC BUS PAD.....	53
BID ITEM NO. 41 - REMOVE & REPLACE PCC DRIVEWAY (RESIDENTIAL).....	53
BID ITEM NO. 42 - REMOVE & REPLACE PCC VALLEY GUTTER.....	53
BID ITEM NO. 43 - CURB RAMP (REVOCABLE).....	53
BID ITEM NO. 44 - CONSTRUCT TRAFFIC CIRCLE.....	53
BID ITEM NO. 45 - CONSTRUCT TRAFFIC DIVERTER.....	53
BID ITEM NO. 46 - RECONSTRUCT TOP OF CATCH BASIN.....	53
BID ITEM NO. 47 - REMOVE & DISPOSE OF CROSS DRAIN COVER.....	53
BID ITEM NO. 48 - INSTALL G-5 FRAME & COVER FURNISHED BY EBMUD.....	63
BID ITEM NO. 49 - LOWER GAS VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 50 - LOWER LOOP DETECTOR HANDHOLE COVER.....	63
BID ITEM NO. 51 - LOWER MAINTENANCE HOLE COVER.....	63
BID ITEM NO. 52 - LOWER SEWER CLEANOUT COVER.....	63
BID ITEM NO. 53 - LOWER SURVEY MONUMENT COVER.....	63
BID ITEM NO. 54 - LOWER WATER VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 55 - ADJUST ELECTRICAL VAULT COVER TO FINISH GRADE.....	63
BID ITEM NO. 56 - ADJUST GAS VALVE COVER TO FINISH GRADE (REVOCABLE).....	63
BID ITEM NO. 57 - ADJUST JUNCTION BOX TO FINISH GRADE.....	63
BID ITEM NO. 58 - ADJUST LOOP DETECTOR HANDHOLE COVER TO FINISH GRADE.....	63
BID ITEM NO. 59 - ADJUST MAINTENANCE HOLE COVER TO FINISH GRADE.....	63
BID ITEM NO. 60 - ADJUST SEWER CLEANOUT COVER TO FINISH GRADE.....	63
BID ITEM NO. 61 - ADJUST SURVEY MONUMENT COVER TO FINISH GRADE.....	63
BID ITEM NO. 62 - WATER VALVE COVER TO FINISH GRADE (REVOCABLE).....	63
BID ITEM NO. 63 - REPLACE WATER VALVE COVER (REVOCABLE).....	63
BID ITEM NO. 64 - MONUMENT REPLACEMENT.....	68
BID ITEM NO. 65 - INSTALL BLUE RPM AT FIRE HYDRANT.....	70
BID ITEM NO. 66 - INSTALL WHITE RPM AT MEDIAN.....	70

TABLE OF CONTENTS

BID ITEM NO. 67 - INSTALL YELLOW RPM AT MEDIAN.....	70
BID ITEM NO. 68 - 4-INCH WHITE LINE (THERMO)	70
BID ITEM NO. 69 - 8-INCH WHITE LINE (THERMO)	70
BID ITEM NO. 70 - 12-INCH WHITE CROSSWALK/LIMIT LINE (THERMO).....	70
BID ITEM NO. 71 - 12-INCH YELLOW CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 72 - 24-INCH WHITE CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 73 - 24-INCH YELLOW CROSSWALK LINE (THERMO).....	70
BID ITEM NO. 74 - WHITE YEILD LINE.....	70
BID ITEM NO. 75 - STRIPING DETAIL #2 (THERMO & MARKERS).....	70
BID ITEM NO. 76 - STRIPING DETAIL #9 (THERMO & MARKERS).....	70
BID ITEM NO. 77 - STRIPING DETAIL #22 (THERMO & MARKERS).....	70
BID ITEM NO. 78 - STRIPING DETAIL #22 MODIFIED (THERMO & MARKERS)	70
BID ITEM NO. 79 - STRIPING DETAIL #27B (THERMO)	70
BID ITEM NO. 80 - STRIPING DETAIL #38 (THERMO & MARKERS).....	70
BID ITEM NO. 81 - STRIPING DETAIL #39 (THERMO).....	70
BID ITEM NO. 82 - STRIPING DETAIL #39A (THERMO).....	70
BID ITEM NO. 83 - STRIPING DETAIL #40 (THERMO).....	70
BID ITEM NO. 84 - STRIPING DETAIL #41 (THERMO).....	70
BID ITEM NO. 85 - PAVEMENT MARKING “25” LEGEND (THERMO)	70
BID ITEM NO. 86 - PAVEMENT MARKING “AHEAD” LEGEND (THERMO)	70
BID ITEM NO. 87 - PAVEMENT MARKING “BLVD” LEGEND (THERMO)	70
BID ITEM NO. 88 - PAVEMENT MARKING “CLEAR” LEGEND (THERMO)	70
BID ITEM NO. 89 - PAVEMENT MARKING “KEEP” LEGEND (THERMO)	70
BID ITEM NO. 90 - PAVEMENT MARKING “ONLY” LEGEND (THERMO)	70
BID ITEM NO. 91 - PAVEMENT MARKING “PED” LEGEND (THERMO).....	70
BID ITEM NO. 92 - PAVEMENT MARKING “SCHOOL” LEGEND (THERMO)	70
BID ITEM NO. 93 - PAVEMENT MARKING “SLOW” LEGEND (THERMO).....	70
BID ITEM NO. 94 - PAVEMENT MARKING “STOP” LEGEND (THERMO)	70
BID ITEM NO. 95 - PAVEMENT MARKING “XING” LEGEND (THERMO)	70
BID ITEM NO. 96 - PAVEMENT MARKING “L” PARKING STALL SYMBOL (THERMO).....	71
BID ITEM NO. 97 - PAVEMENT MARKING “T” PARKING STALL SYMBOL (THERMO).....	71
BID ITEM NO. 98 - TYPE III (B) ARROW (THERMO).....	71
BID ITEM NO. 99 - TYPE III (L or R) ARROW (THERMO)	71
BID ITEM NO. 100 - TYPE IV (L or R) ARROW (THERMO)	71

TABLE OF CONTENTS

BID ITEM NO. 101 - BIKE LANE ARROW (THERMO)71

BID ITEM NO. 102 - BIKE LANE SYMBOL W/PERSON (THERMO).....71

BID ITEM NO. 103 - BICYCLE BOULEVARD BIKE LANE ARROW (THERMO).....71

BID ITEM NO. 104 - BICYCLE BOULEVARD BIKE LANE SYMBOL W/PERSON (THERMO).....71

BID ITEM NO. 105 - SHARED ROADWAY BICYCLE MARKING (THERMO).....71

BID ITEM NO. 106 - BICYCLE LOOP DETECTOR SYMBOL (THERMO).....71

BID ITEM NO. 107 - CURB PAINT71

BID ITEM NO. 108 - REMOVE & REPLACE DELINEATOR.....71

BID ITEM NO. 109 - REMOVE & REPLACE RUBBER PARKING BUMPER71

BID ITEM NO. 110 - REMOVE & REPLACE ROADSIDE SIGN & POST79

BID ITEM NO. 111 - INSTALL ROADSIDE SIGN & POST79

BID ITEM NO. 112 - INSTALL ROADSIDE SIGN ON POST79

BID ITEM NO. 113 - REMOVE & REPLACE DETECTOR LOOP85

BID ITEM NO. 114 - SALVAGE PLANTER87

BID ITEM NO. 115 - INSTALL SALVAGED PLANTER.....87

BID ITEM NO. 116 - SUPPLEMENTAL WORK88

BID ITEM NO. 1 - MOBILIZATION

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

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

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

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

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

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

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

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

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

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

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

Measurement and Payment

The contract lump sum price paid for "**Mobilization**" will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Mobilization, complete in place, including furnishing all contract bonds and insurance certificates, public notification, transporting equipment, sanitary restroom facilities, coordination with City and business, salvaging and reinstalling bicycle station

infrastructure, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment will be made as follows:

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

BID ITEM NO. 2 - TRAFFIC CONTROL

BID ITEM NO. 3 - CONSTRUCTION AREA SIGNS

Traffic control during construction shall be the responsibility of the Contractor. All traffic control devices shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) herein after referred to as Traffic Control Manual. The Traffic Control Manual may be obtained online at:

<https://dot.ca.gov/programs/safety-programs/camutcd>

In general, the paving work shall be done in sections so that traffic disruption is minimized. Paving in one (1) section shall be completed before starting another section. It is expected that some sections will be closed to traffic during actual paving operations. Complete closure of streets to through traffic will not be allowed on collectors and arterials. Full closure on low volume residential roadways from 9AM to 5PM is permissible; however,

no night time closure is allowed. All the necessary detour route signing shall be in place along with “Road Closure/Work Ahead” signs.

The Contractor shall submit to the City Traffic Engineer project specific traffic control plans a minimum of one (1) month prior to implementing traffic control measures for road construction. Traffic Control Plans shall be provided for cyclists specifically on bike boulevards and streets with bike facilities: for Channing Way, Dana Street, Derby Street, Hillegass Avenue, Rose Street, and Woolsey Street. Following City review, any traffic control plans requiring revisions shall be submitted to the City within ten (10) working days prior to implementing traffic control measures for road construction. The traffic control plan (1"=100' scale min. drawing) shall include all locations, which involve all project improvements and shall indicate each stage of work, signage, flagman, detour routes, and any other pertinent information. The traffic control plan will be reviewed and approved by the City before the Contractor will be allowed to begin work. The City of Berkeley reserves the right to modify any portion of the submitted and approved traffic control plans.

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

- Detailed traffic control plans shall be prepared professionally in accordance with the latest edition of the California Manual of Uniform Traffic Control Device (CA-MUTCD) and must be formatted similarly to the example provided in the Appendix of the Special Provisions.
 - Specify if the work will be scheduled one (1) block at a time or several blocks at a time.
 - Specify if side streets will remain open or if the work will affect the intersections.
 - Specify how the traffic will be handled with flaggers.
- The traffic control plan shall identify a traffic coordinator responsible for responding to complaints related to traffic, parking, and driveway access.
- Submit a complete set of Traffic Control Plans for approval at least one (1) month prior to the start of construction.
- Submit detailed traffic control plans for each roadway section including side streets according to existing lane configurations/markings. The traffic control plans shall be prepared professionally in accordance with the Traffic Control Manual.
- “No Parking Signs” must be posted no later than four (4) days in advance for restricted parking.
- Berkeley Dispatch shall be notified by the Contractor by calling (510) 981-5900 prior to implementation of this plan by 8:15 a.m. daily of work locations.

- Lane closures are not permitted on major/collector/arterial roadways during the peak morning period (7:00-9:00 AM) and evening peak period (4:00-6:00 PM).

Placement of traffic control on San Pablo Avenue (State Route 123) or on Ashby Avenue (State Route 13) will require an encroachment permit from the State of California. Contractor shall apply and pay for such permit from the State of California, the cost of which shall be included in the cost bid for this item. Contractor shall be responsible for providing traffic control plan for encroachment permit to and obtaining approval of said traffic control plan from State of California. Contractor shall be responsible for all notification of work to, application for and obtaining work authorization number from State of California. Any damages arising from work related to encroachment permit shall be the responsibility of the Contractor.

The Contractor shall initially (on the first working day) notify the U. S. Postal Service, the police, public transit (i.e., AC Transit, Bear Transit, Emery-Go-Round, and others with routes on project streets), fire, garbage and recycling collection (City's Zero Waste), and Engineer of the need for road closure(s) and areas of construction delays. After the first working day, the Contractor shall continue notification to these entities every week in regards to road closures. After the first working day, the Contractor shall notify Berkeley Dispatch and the Engineer of road closure(s) and areas of construction delays daily.

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 workday. As an option to the Contractor, the holes, trenches, etc., can be backfilled and all areas within pavement areas have temporary asphalt toppings. The temporary asphalt shall be regularly maintained. All areas shall be completely restored within ten (10) working days after the work has been completed at that location. All open excavations which are not actively involved in construction activity shall be adequately barricaded against entry by pedestrians or animals. Orange K-rail shall be provided by the Contractor at no additional cost upon request by the engineer.

At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via permanent reflective painting or other interim materials subject to the approval of the Engineer. Temporary delineation shall be of the same color and type, including nighttime reflectivity.

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

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

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

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

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

Extensive traffic signage, e.g. warning signs and detour signs, may be required for this project. Contractor shall be responsible for placing all barricades for perimeter street closures as required.

The Contractor shall be responsible for posting "No Parking" signs a minimum of four (4) days in advance of concrete work, resurfacing operations, and base repair work to comply with the City's construction notification requirement of seventy-two (72) hours. Cones shall not be used as barricades. "No Parking" signs may be obtained from the City at no cost to the Contractor. "No Parking" signs must be posted every twenty (20) feet. The "No Parking" signs shall be updated as necessary. The Contractor shall check and maintain (e.g. re-install missing signs, reposition displaced barricades, etc.) postings regularly prior to start of work.

“No Parking” signs shall be removed by the Contractor during inactive periods of three (3) or more days. Reposting of “No Parking” shall be done a minimum of four (4) days in advance of work as described in the preceding paragraph.

If traffic is to be detoured over a centerline or detoured in advance of the work, detour plans must be submitted to and approved by the Engineer prior to starting work. Police, Fire and Public Works Department/Zero Waste shall be notified at least two (2) days in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. Intersection closure may only occur if the two (2) adjacent intersections remain open unless otherwise approved by the Engineer. The Contractor shall coordinate their traffic control/diversion plan with City personnel, a minimum of one (1) month prior to starting work, to assure that traffic is diverted in a safe and convenient manner.

Truck routes shall comply with the City’s truck movement restrictions:

<https://berkeleyca.gov/city-services/getting-around/heavy-truck-restrictions>

A map of the designated truck route system is available on the City’s website at:

<https://berkeleyca.gov/sites/default/files/2022-02/Designated-Truck-Route-Map.pdf>

Personal vehicles of the Contractor's employees shall not be parked within the area of work.

A minimum of one (1) (paved) traffic lane, not less than twelve (12) feet wide, shall remain open for use by public traffic during construction operations unless noted otherwise in the contract traffic control plans. When construction operations are not actively in progress, not less than two (2) such lanes shall be open to public traffic. The Contractor may be allowed to close residential streets if approved in writing in advance by the Engineer. No work that interferes with public traffic shall be performed between 5:00 p.m. and 8:00 a.m.

Start of work shall be no earlier than 7:30 a.m. No work process, including starting, warm up, and delivery of equipment, shall be done outside of work hours. The use of vehicle horns to alert residents to move their vehicles out of the construction zone is not permitted. The Contractor should attempt to locate vehicle owners by knocking on doors. If the Contractor violates these provisions, a fine of \$1,000 will be assessed for the first violation, \$5,000 for the second and \$10,000 for the third. Notice (door hangers) shall be provided to residents at least three (3) days in advance of lane closures.

No lane closures shall be permitted on the following streets Monday through Friday between 7:00-9:00 AM, 4:00-6:00 PM and Saturdays between 10:00 AM-2:00 PM, unless approved in advance by the Traffic Engineer if it can be explained why such closure cannot

be reasonably avoided. On days when University of California football games are scheduled, all construction-related lane closures along these corridors must be re-opened at least four (4) hours before the start of the game.

Major Streets:

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

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer provides written approval.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Contractor, at the end of each day, shall provide pedestrian and vehicle crossings at all street intersections. If the project is left open overnight, it shall be graded in such a way that pedestrians and vehicles can safely pass through the project. Temporary concrete, asphalt, or wood ramps shall be installed and maintained at all locations where existing ramps have been temporarily removed.

Where a tack coat has been applied, pedestrian crossing areas shall be covered with sand so that the asphalt does not adhere to shoes. No vehicular traffic shall be allowed on a tack coat.

Cleanliness is extremely important. Dust producing conditions shall be eliminated as soon as they are created.

Access and Egress

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. The Contractor shall endeavor to cooperate with all business owners and residents occupying properties fronting on the streets in the matter of access and egress.

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

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

Where a business property has more than two (2) vehicular paths of access, one (1) path, at least ten (10) feet in width, shall remain open during all business hours, unless exempted by the Engineer.

Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the Traffic Control Manual, these Special Provisions, and as directed by the Engineer.

The Contractor shall provide a set of the following construction signs for this project per contiguous work area:

- Type 3-barricade mounted – 3' high x 4' wide Project Signs
- Single post – W20-1, 36" x 36", "Road Work Ahead" Signs
- Single post – G20-2, 36" x 18", "End Road Work" Signs
- C48(CA) SB1 Funding Sign – 48" x 30"

Signs shall be in place on the project site a minimum of fourteen (14) calendar days in advance of performing work on the street. Locations of these signs shall be coordinated with the Engineer before installation of the sign post. Attaching signs to existing poles or skid plates will not be permitted unless agreed in advance by the Engineer.

The Project signs to be provided by the Contractor shall be three (3) by four (4) feet in size with white ASTM D4956 Type I retroreflective sheeting, black border, black lettering, and City logo. The sign shall contain project name, project funding information, Contractor name/contact information, and estimated project completion. The type size for the Contractor information should be no more than half the size of the funding information. The exact wording and design of the sign shall be provided to the Contractor.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing excavation for construction area signposts.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under Caltrans Signing Delineation Materials entitled, "Prequalified and Tested Signing and Delineation Materials."

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications shall be made by contract change order.

If any component in the traffic control system is displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Measurement and Payment

The contract lump sum price paid for “**Traffic Control**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Traffic Control, complete in place, including placing, maintaining, relocating, removing and storing traffic control components, preparation of a traffic control plan, traffic control supervision, flaggers (when necessary), barricades, flashing arrow boards, detour signs, “No Parking, Tow Away” signs, notification and door hangers, temporary traffic delineation, all lane closures necessary for any activities during the life of the project and any other equipment used to protect the public or designate construction areas, coordination with residents, businesses and agencies, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for “**Construction Area Signs**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Construction Area Signs, complete in place, including the furnishing, installation, maintenance, removal, and disposal of signs and posts, site restoration, and clean-up, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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

BID ITEM NO. 4 - CHANGEABLE MESSAGE BOARDS

This item is to provide compensation for additional notification near the work area. The Contractor shall provide portable changeable message boards for use on the project at the City’s request. Each portable message sign unit shall consist of a controller unit, a power supply, and a structural support system, all mounted on a trailer, per Caltrans Standard Specification Section 12-3.12. Message board shall be installed as directed by the Engineer one (1) week prior to start of construction and shall be relocated to the next street location

as job progresses or as directed by the Engineer. Board shall be maintained to the satisfaction of the Engineer.

Changeable Message Boards are required on the following major streets and/or collector streets where the project construction activities occur adjacent to these major/collector streets, and any other locations identified by the Traffic Engineer during the course of construction. The base bid quantity assumes 36 locations where changeable message boards are to be placed. The changeable message board locations and types shall be included on the Traffic Control Plans.

- 10th Street at University Avenue and Camelia Street – 2 boards
- 7th Street at University Avenue and Harrison Street – 2 boards
- Acroft Court at Acton Street – 1 board
- Acton Crescent at Acton Street – 1 board
- Acton Street at University Avenue and Ward Street – 2 boards
- Camelia Street at 6th Street and San Pablo Avenue – 2 boards
- Channing Way at San Pablo Avenue and Sacramento Street – 2 boards
- Cornell Avenue at Gillman Street and City Limit (North) – 2 boards
- Derby Street at Sacramento Street and Mabel Street – 2 boards
- Euclid Avenue at Grizzly Peak Boulevard and Cragmont Avenue – 2 boards
- Gilman Street at San Pablo Avenue and Santa Fe Avenue – 2 boards
- Hearst Avenue at 6th Street and San Pablo Avenue – 2 boards
- Keith Avenue at Shasta Road and Spruce Avenue – 2 boards
- Mabel Street at Dwight Way and Ward Street – 2 boards
- McKinley Avenue at Addison Street and Dwight Avenue – 2 boards
- Shattuck Avenue at Vine Street and Hearst Avenue – 2 boards
- Spruce Street at Eunice Street, Hearst Avenue, Grizzly Peak Boulevard, and Arch Street – 4 boards
- Virginia Street at San Pablo Avenue and Martin Luther King Jr Way – 2 boards

Measurement and Payment

The contract unit price paid for “**Changeable Message Boards**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Changeable Message Boards, complete in place, including

providing and properly maintaining changeable message boards for the duration of construction, removal after construction is complete, and clean-up, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

BID ITEM NO. 5 - WATER POLLUTION CONTROL PROGRAM

The Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes as apply to the project and the executing of the work performed pursuant to the Contract.

The Contractor shall implement construction site best management practices for the control of non-storm water and point discharges, erosion and sediment control.

The Contractor is directed towards “Stormwater Pollution Control” in these General Conditions for all information pertaining to the preparing, implementing, inspection, maintaining, and removing the Water Pollution Control Program (WPCP).

Measurement and Payment

The contract lump sum price paid for “**Water Pollution Control Program**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Water Pollution Control Program, complete in place, including but not limited to preparing, implementing, inspecting, maintaining, and removing the WPCP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

<u>Work Description</u>	<u>Payment Percentage</u>
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP's at completion	10% of bid price
Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days

BID ITEM NO. 6 - POTHOLE (REVOCABLE)

As the first order of work, the Contractor shall pothole all existing utilities to identify potential conflicts, as necessary for completion of work. Existing utilities to be located shall include, but not limited to water and gas services, street light conduit, all manholes (including storm drain, sanitary sewer, and telecommunications), valve boxes (including traffic signal, electrical, water and gas valve boxes), monuments and monument boxes, and all other miscellaneous boxes and facilities.

Prior to commencing any excavation, the Contractor shall notify Underground Service Alert (USA) three (3) days in advance of any excavations: **Underground Service Alert: Dial 811 or (800) 227-2600**

All existing facilities in conflict with the proposed improvement shall be relocated by the Contractor, or as directed by the Engineer.

It is not the intent of the plans to show the exact locations of existing underground utilities or structures and the agency Engineer assumes no responsibility therefor. Whenever any such utilities are indicated thereon the Contractor shall be responsible for verifying their actual location and depth in the field, by potholing if necessary. The Contractor shall be responsible for any damage to utilities shown on the plans, located by Underground Service Alert, or as specified herein, as a result of their operations.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include, but are not limited to: irrigation lines and peripherals, parking light electric supply system conductors or conduits, telephone and cable service lines, either directly buried or in duct or conduit, and underground water, gas and electrical distribution systems.

The Contractor shall not be entitled to any right of way delays associated with the relocation or repair of these utilities and other facilities and shall cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

Existing utilities in the easements on private property are not shown on the plans and the Contractor shall be responsible for locating said utilities prior to any construction and shall keep said utilities continuously functioning during the course of the work. If the Contractor, for their own reasons needs to shut off or relocate any of said utilities, the Contractor shall give advance notice to and coordinate with the owner of the property and the occupant.

Equipment operating under PG&E electric and AT&T communications lines shall observe minimum clearance from the lines, and all other requirements, as set forth in Article 86 of the Electrical Safety Orders of the State division of Industrial Safety and AT&T requirements.

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

If applicable the Contractor shall keep the existing drainage system and sanitary sewer system fully functional at all times. If the Contractor, for their own reasons desires to block off any portion of these systems, they shall construct a bypass system capable of handling the flow. This bypass system, if constructed, will be for the convenience of the Contractor and shall be constructed and removed at their own expense.

The Contractor shall exercise care not to damage existing property including but not limited to trees, shrubs and landscaping outside the work area. Any damage caused by the Contractor shall be replaced by the Contractor at his expense.

Nothing in these Special Provisions shall relieve the Contractor from their responsibilities as provided in Section 7-1.04, "Public Safety," of the State Standard Specifications.

Measurement and Payment

The contract lump sum price paid for "**Pothole (Revocable)**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in potholing, complete in place, including but not limited to sawcutting, demolition, removal, disposal, excavation, backfill, compaction, and surface restoration, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

BID ITEM NO. 7 - CLEARING, GRUBBING, TREE PROTECTION & ROOT PRUNING

BID ITEM NO. 8 - TREE REMOVAL – 36-INCH DIAMETER MAX. (REVOCABLE)

Clearing, Grubbing, Tree Protection, and Root Pruning shall consist of removal and disposal of all objectionable material from the building site, including existing weeds, brush, shrubs, trees, stumps, concrete, masonry, other unsuitable material, and obstructions interfering with the new construction. The limits of clearing, grubbing, tree protection, and root pruning shall be of sufficient area and depth to complete the work as shown on the plans.

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

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

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

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

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

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

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

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

Tree/Root Protection and Tree/Root Pruning

General

This project includes work on streets with mature trees, shrubs and vegetation adjacent to the proposed work. In some locations, the tree canopy and other vegetation may extend over the roadway. It is the responsibility of the Contractor to conduct his/her operations around said tree canopy and other vegetation such that the work is accomplished without damage to trees and other vegetation.

Care shall be taken when working near all trees, public or private. For all phases of the work, the Contractor is responsible for protecting trees, and the 'Damages' section of this contract will be enforced for any trees judged, by the City, to have been damaged. Contractor shall inform the Engineer of the schedule for when the roots are expected to be exposed. Should tree or root pruning be required to construct the improvements shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, the Contractor shall contact the Engineer at least two (2) business days in advance of tree or root pruning. The City's arborist will inspect each site to approve the necessary root pruning or work with the Engineer to modify the work to accommodate the tree roots. The

City's arborist will use white, chalk-based paint to indicate which roots may be pruned and where root pruning is prohibited. Root pruning must adhere to the directions of the City's arborist. **All root pruning shall be performed by the Contractor in accordance with all requirements outlined in bid items "Clearing, Grubbing, Tree Protection, and Root Pruning."**

If root pruning would compromise the structural stability of the tree, the tree will be removed. Trees may also be removed based on their condition or location. Tree removal will be decided by the City's arborist. Tree removal will be coordinated by the Contractor and scheduled in conjunction with the City's arborist and the Engineer.

In situations where trimming or trees, shrubs or other vegetation is not permitted, affecting the normal operation of construction equipment, the Contractor shall use manual methods to accomplish the work.

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

- a) The Contractor shall contact **Underground Service Alert: Dial 811 of (800) 227-2600** in accordance with all applicable requirements.
- b) The Contractor shall notify USA that there will be root grinding and root removal in addition to the sidewalk, curb and gutter, or pavement removal.
- c) The Contractor shall ensure that the utility location marks are offset so that they are placed on a permanent surface that will not be removed. Offset marks locate the utility by showing the orientation of the utility and the distance from the marks to the utility.

Limb and Trunk Protection

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

Root Protection and Preparation for Root Pruning

- a) Existing sidewalk shall be removed in a manner that prevents any machinery, such as a backhoe, Bobcat, or mini-excavator, from traveling over the exposed root zone.
- b) Contractor shall make every attempt to not scrape, skin, or pull on roots. Hand excavation around roots may be required.
- c) Where roots must be pruned, the area shall be excavated down to the depth required for the improvements prior to the Urban Forestry Representative inspecting the site; and all rock, concrete or other loose material shall be removed.
- d) No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one (1) of the approved pruning tools.
- e) Exposed roots shall be covered with soil, mulch, or wet burlap if they will be exposed for more than forty-eight (48) hours without measurable precipitation.

Root Pruning Requirements

- a) All pruning of roots shall be performed using a stump/root cutting machine, saw, axe, or any other sharp blade tool, resulting in a flat surface with the adjacent bark firmly attached.
- b) Roots 2 inches in diameter or greater shall be pruned by the Contractor in accordance with these provisions.
- c) Roots smaller than 2 inches in diameter shall be pruned by the Contractor in accordance with these provisions, with the exception of contacting the City's arborist.
- d) Large roots may be shaved to a depth of no more than one-third of their thickness, or as approved by the City's arborist.
- e) At no time will any root pruning cut into the root flare as defined by the City's arborist.

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

Tree Removal

The Contractor shall coordinate with the City's Construction Inspector prior to tree removal. Where trees are removed, stumps shall be grinded 12 inches below existing

grade. Voids shall be backfilled with native materials and mulch. All debris shall be removed from site and properly disposed.

Damages

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

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

Grade	Description	Value of Damages
1	Minor Damage	\$200
2	Avoidable Damage to a Major Limb or Root	\$400
3	Moderate Damage	\$600
4	Severe Damage, but Recovery Expected	\$800
5	Replacement	\$1,000

Measurement and Payment

The contract lump sum price paid for **“Clearing, Grubbing, Tree Protection and Root Pruning”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Clearing, Grubbing, Tree Protection, and Root Pruning, complete in place, including coordination with the City's arborist, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payment for implementing tree protection measures, and limb and root pruning will be considered as included in the contract lump sum price paid for **“Clearing, Grubbing, Tree Protection, and Root Pruning”** and no additional compensation will be allowed therefor.

The contract unit price paid for **“Tree Removal – 36-inch Diameter Max. (Revocable)”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Tree Removal, complete in place, including stump and surface root grinding, site restoration, and clean-up, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

BID ITEM NO. 9 - RUBBERIZED CAPE SEAL

General

Work for Slurry Seal and Rubberized Cape Seal shall comply with the Standard Specifications and these Special Provisions. Work shall consist of producing and placing an application of Type II slurry seal with black rock, or an application of rubberized chip seal followed by an application of Type II slurry seal with black rock on a surfacing or pavement as shown on the plans.

Rubberized chip seals shall comply with Section 37-2, “Chip Seals,” of the Standard Specifications.

Slurry Seals shall comply with Section 37-3, “Slurry Seals and Micro-Surfacings,” of the Standard Specifications.

Within five (5) working days of the bid opening, the apparent low bidder shall provide the Agency with copies of all required State of California local air pollution control district or air quality management district permit documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt Rubber binder on the roadway (the “Application”). Such Application in a manner conforming to these project specifications may be in non-compliance with California air quality regulations limiting opacity of emissions, unless a permitted emission control device is used during the Application to directly remove emissions occurring during Applications. In order to facilitate approval of equipment permitted in one (1) district, but not presently permitted in the local district of this project, permits from another California air quality district will be acceptable, if accompanied by a temporary “permit to construct/operate” in the local district.

If these permits are required, then:

1. Contractor is responsible for determining if these permits are required and for complying with the requirements of these permits, if required.
2. These permits shall be obtained by the Contractor and submitted to the Agency prior to performing the work.
3. Failure to obtain and submit the permits in a timely manner shall be an avoidable delay.
4. No further compensation shall be allowed for obtaining and submitting these permits.

Materials

General

Chip seal screenings shall be preheated and precoated with rubberized asphalt binder. The grade of asphalt binder shall be as PG 64-16.

Materials used in Type II slurry seal shall conform to Section 37-3.02B, "Materials," of the Standard Specifications.

Asphalt Emulsion

Asphalt emulsion shall conform to the provisions in Subsection 94-1.02, Table 3, "Requirements for Polymer Modified Asphaltic Emulsion," of the Standard Specifications except as modified below, and shall be of the grade specified herein.

Asphalt emulsion shall be cationic type polymer modified asphaltic emulsion Grade PMCQS-1h. Bituminous binder shall be determined by use of California Test Method 302, film Stripping, 10% maximum, for compatibility with cationic or anionic emulsions.

Due to field conditions or performance of the finished product, modifications to the asphaltic emulsion may be necessary. Modifications shall be as requested by Engineer, shall be within the ranges specified in these Special Provisions, and shall be performed at no additional cost to the City.

Cationic type asphaltic emulsion Grade PMCQS-1h shall conform to the requirements in Subsection 37-3.02B(2), “Asphaltic Emulsions,” of the Standard Specifications.

Liquid rubber latex polymer shall be “co-milled” into the emulsion through the water phase at the time of manufacturing. Each load of polymer modified asphaltic emulsion shall have a certificate that guarantees this “co-milling” process was used, and that also guarantees the percentage of liquid rubber latex polymer added to the asphaltic emulsion, or in the case of Ethylene-vinyl acetate (EVA), the certificate shall guarantee the minimum amount of solid polymer was used in the asphalt prior to emulsification.

Aggregate

Aggregate shall consist of rock dust and other rock of similar nature, except that any aggregate or combination of aggregates used in the mixture shall contain not less than fifty percent (50%) of the product obtained by crushing rock. Material shall be free from vegetative matter and other deleterious substances.

Screenings shall conform to the Medium (3/8 inch by No. 6) gradation. Materials used in chip sealing shall conform to the Standard Specifications.

Black rock shall conform to Subsection 37-3.02B(4), “Aggregate,” of the Standard Specifications, except as modified as follows:

“Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora, CA or Equal.”

Submittals

Mix design shall be prepared in accordance with the International Slurry Seal Association Design Technical Bulletin No. 111 (TB 111), dated January 1998. A change in either the aggregate or emulsion during the course of work shall require the preparation of a new mix design. In addition to the requirements of Bulletin No 111, the slurry seal mix design shall also contain 2.5% latex.

Contractor shall provide material tags for tonnage of the aggregate and emulsion used to show that the application rate of aggregate and emulsion was within the range required by the specifications. If the application rate of aggregate or emulsion falls outside the

minimum amount required, Contractor shall reapply the slurry seal on those streets that are determined to have not met the contract requirements.

Contractor shall provide a certificate of compliance guarantying each load of polymer modified asphaltic emulsion delivered to the job contains the percentage of liquid rubber latex polymer added to the asphaltic emulsion and that the “co-milling” process was used. If EVA is used, the certificate shall guarantee the minimum amount of solid polymer was used in the asphalt prior to emulsification.

Chip seal material samples shall include a minimum of fifty (50) pounds of aggregate.

Contractor shall submit a sample of the following materials.

1. Base asphalt
2. One (1) quart of the polymer modified asphaltic emulsion

Above sample (No. 1) shall be submitted to Engineer in a clean, air-tight, sealed, labeled one (1) gallon container, and the above sample (No. 2) shall be submitted in a clean air-tight, sealed, labeled one (1) quart plastic container. Both samples shall be submitted a minimum of fourteen (14) days prior to the beginning of sealing work. No asphaltic emulsion shall be applied until the testing demonstrates that the proposed asphaltic emulsion conforms to the **2010 Standard Specifications** and these Special Provisions. If the initial submittal does not conform, the costs of testing additional submittals shall be borne by Contractor.

Additional samples of the polymer modified asphaltic emulsion, as delivered to the project, will be taken by Engineer from the sample valve of the distributor truck at mid-load.

Truck calibration records shall be submitted prior to construction.

Construction

General

Contractor shall prepare the roadway and place the chip seal and slurry seal within a seventy-two (72) hour period. Work shall be scheduled such that the work on each street shall be started and completed between Monday and Friday.

Placement of temporary tab markers prior to slurry seal or chip seal application is prohibited. All tap markers shall be removed prior to slurry or chip seal operations.

Schedule

On streets that require either leveling courses, digouts, and/or skin patch, this work shall be accomplished no more than two (2) weeks or ten (10) working days prior to the placement of the slurry seal and cape seal. Utility adjustments shall be accomplished within seven (7) working days of the slurry seal and cape seal placement.

Contractor shall plan for proper quantities for daily placement of slurry and chip so that it can be fully cured prior to removal of all traffic control. All work, including traffic control, shall be removed and open to traffic as required by the City's working hours.

The Contractor shall provide to the Engineer for approval, a copy of the proposed written notification or "Door Hanger" prior to delivery. The Contractor shall provide a copy of the Door Hanger as delivered, as well as a list of all recipients of such notification. Door Hangers are to be distributed five (5) working days in advance to residents fronting cape seal streets. Failure to distribute door hangers with the proper notification shall be sufficient cause for the Engineer to suspend all work until such notices are distributed. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of the recipients. Such records shall be made available upon request by the Engineer.

Speed humps shall be removed no more than three (3) working days prior to chip seal operations, and shall be replaced no more than five (5) working days after placement of the slurry seal.

Failure to place the chip seal and slurry seal materials within the indicated time constraints will result in Liquidated Damages in the amount of \$300 per day per street. Assessment of these liquidated damages shall not relieve Contractor of any obligation to maintain the street and to provide interim sweepings as required herein.

Preparation

Existing speed humps shall be removed prior to cape seal operation.

All vegetation on pavement surfaces shall be removed completely and all cracks sealed in advance of the cape seal operation, and as required by Engineer. Low areas and where the pavement have raveled to create holes, shall be skin patched, per these Special Provisions, prior to slurry sealing.

Chip and slurry seals shall not be placed when the atmospheric temperature is below 65°F or during unsuitable weather, unless otherwise approved by Engineer. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 60°F and falling. Expected high temperature must be at least 65°F within twenty-four (24) hours after placement.

Contractor shall remove and dispose of all preformed and thermoplastic traffic stripes and pavement markings, and all raised pavement markers prior to placing chip and slurry seal.

Contractor shall be responsible for cleaning pavement surfaces prior to application of slurry or chip seals. Surfaces shall be free of clay, dust, weeds, and other objectionable materials which may adversely affect bonding of the slurry seal. Cleaning equipment shall be capable of effectively removing clay, dust, and other objectionable materials from the pavement surfaces. Protection and maintenance of the street surface, to the condition required for proper chip and slurry seal application, shall be the sole responsibility of Contractor. Contractor shall reseal all areas of the pavement which have not been sealed properly and completely or have been damaged by traffic.

All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the chip or slurry seal. Sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the road right-of-way. Arrangements for these sites shall be the responsibility of Contractor. If on private property, a written agreement shall be approved by the owner prior to commencing operations.

Contractor shall tie off, or GPS reference the location of, all survey monuments, manholes, water valves, etc. within the work limits prior to application of the chip and slurry seal. Immediately before commencing the chip and slurry seal operation, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal, or fill the joint between the frame and cover of the structure. Covers shall be uncovered and cleaned of chip and slurry material by the end of the same workday. No chip or slurry seal shall be placed until the pavement area has been prepared to the satisfaction of Engineer, including but not limited to tie downs for striping locations and dimensions.

Application

Contractor shall apply chip seal per the Standard Specifications.

Contractor shall apply slurry using a minimum of three (3) continuous mixers of twelve (12) cubic yard or greater capacity; one (1) mixer to be applying slurry, while the other two (2) machines are in transit to and from the batch site. Contractor shall provide a coordinator, at least one (1) competent quickset mixing man, one (1) driver for the mixer applying the slurry, and two (2) shuttle drivers for the machine in route to reload. Contractor shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of the work. Slurry seal retention time in the pug mill shall be less than three (3) seconds. No retention of mixed slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Transit mix trucks shall not be used.

Slurry seal shall be rolled with a minimum of three (3) full coverage passes with a pneumatic roller prior to opening to traffic. Contractor shall provide a minimum of two (2) pneumatic rollers with separate operators. After the emulsion has broken, slurry seal shall be rolled with a self-propelled, six (6) to eight (8) ton pneumatic tire roller with a minimum tire pressure of forty (40) psi. Roller shall be onsite prior to the start of slurry placement. Pneumatic rolling shall occur within one (1) hour after placement of prior to opening to traffic.

Slurry seal shall be placed at least twenty-four (24) hours after placement of crack seal. Type II slurry seal shall be applied onto the gutter lip but shall not extend more than three-quarters (3/4) inch onto the gutter lip. Both applications shall be at the rates specified in the Standard Specifications and as approved by Engineer.

Protection and maintenance of the street surface to the condition required for proper slurry application shall be the sole responsibility of Contractor and no additional expense will be allowed.

Adequate means shall be provided to protect the slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that a slurry seal will not adhere to and be picked up by tires of vehicles. In the event the slurry seal does not set in eight (8) hours, Contractor will not be allowed to place additional material the following day without approval of Engineer. Contractor shall, at the direction of Engineer, repair and reseal all areas of the streets which have not been sealed properly and completely or have been damaged by traffic.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted.

Mixture shall be uniform and homogeneous after spreading on the road and shall not show separation of the emulsion and aggregate after settling.

Any slurry seal tracked onto concrete facilities by Contractor's vehicles and equipment or by resident's vehicles shall be removed by power washing or other means at Contractor's expense.

Street Sweeping

After completing, setting, and rolling of the slurry seal, any loose material shall be immediately removed by sweeping with a vacuum sweeper the day of application. Interim sweeping using a vacuum sweeper shall be accomplished as more loose material appears. **At a minimum, interim sweeping shall be accomplished on the 3rd, 7th, 14th, and 21st day after surfacing. A final post construction sweeping of all the slurry seal streets shall be performed thirty (30) calendar days after completion of all surfacing.**

Entire street surfaces, including sidewalks and driveways, shall be swept to the satisfaction of City. No loose material will be allowed in the street, gutters, sidewalks, or other areas. If necessary, Contractor shall employ additional vacuum sweepers to remove the loose materials.

Final cleaning of the streets shall include removal of any tracked material, misapplied chip and slurry seal, cleaning of all utility covers of any new or old materials, and removal of any miscellaneous debris resulting from construction activities.

Engineer's Acceptance

Sampling for testing will be taken of the slurry seal in place, at Contractor's expense, to determine the amount of material used.

Compliance with the mix design will be verified using City's testing laboratory.

Engineer may sample material from stockpiles, trucks, application equipment, or during application.

Required testing includes Wet Track Abrasion, g/m², (TB100): 538 maximum.

Measurement and Payment

The contract price paid per square foot for “**Rubberized Cape Seal**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and placing of the Rubberized Cape Seal complete in place, including Rubberized Chip Seal and Slurry Seal (Type II w/Black Rock), furnishing and distributing, door hangers, covering street facilities, cleaning the surface and protecting the slurry seal until it has set, rolling and sweeping, temporary pavement delineation, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

BID ITEM NO. 10 - 3/8-INCH HMA (TYPE A) PG 64-10

BID ITEM NO. 11 - 1/2-INCH HMA (TYPE A) PG 64-10

BID ITEM NO. 12 - 3/4-INCH HMA (TYPE A) PG 64-10

BID ITEM NO. 13 - REMOVE & REPLACE HMA DIKE

BID ITEM NO. 14 - MISCELLANEOUS PAVING AT DRIVEWAY (REVOCABLE)

BID ITEM NO. 15 - REMOVE & REPLACE SPEED TABLE

General

This work includes producing and placing hot mix asphalt (HMA) base, intermediate, and surface courses using the modified Standard Process and placing minor HMA for leveling courses, dikes and speed tables using the Method Process as indicated herein.

Comply with Section 39, “Hot Mix Asphalt,” of the 2010 Standard Specifications (unrevised) except as modified in these special provisions.

Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within the last twelve (12) months. Provide most recent CEM-3513 if mix has not been verified within the last twelve (12)

months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor shall be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow twenty (20) calendar days for review.

Material Delivery Tickets shall be submitted daily.

Contractor shall submit all quality control field test results daily and laboratory test results within five (5) calendar days of sampling.

Materials

Aggregate

The hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base Courses:	3/4-inch, Type A
Intermediate Courses:	1/2-inch, Type A 3/4-inch, Type A may be used for lifts of 2-1/2 inches (0.20 feet or 65 mm) or greater
Surface Courses:	1/2-inch, Type A
Leveling Courses:	3/8-inch, Type A
HMA Dike:	3/8-inch, Type A
Speed Tables:	3/8-inch, Type A

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA (Type A) shall be as follows:

Base Course:	PG 64-10
Intermediate Course:	PG 64-10
Surface Course:	PG 64-10

Leveling Courses:	PG 64-10
HMA Dikes:	PG 76-22 PM
Speed Tables:	PG 76-22 PM

Mix Properties

Mix voids shall be targeted at 3.5%.

The allowable production range for mix voids shall be 2.0% to 5.0%.

The mix shall include 0.5% of liquid anti-strip. No Warm Mix Additive shall be allowed.

Delivery Tickets

Material delivery tickets shall be submitted daily. Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Construction

General

The paving shall be performed so no longitudinal paving joints remain at the end of each day's paving operation.

Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

All vertical edges to be paved shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalts Binder."

The asphalt tack coat shall be placed with a calibrated distributor truck per Subsection 93-1.03C of the Standard Specifications, unless otherwise specified by the Engineer. The application temperature of the asphalt emulsion shall be 300 degrees Fahrenheit minimum and 375 degrees Fahrenheit maximum.

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack coated.

Leveling, Transitions, and Hot Mix Asphalt Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course will be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two (2) overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix. Temporary transition shall be required at driveways where drop off is more than 1 inch.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

Layout

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least twenty-four (24) hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

At locations without existing centerline or lane line striping, paving passes shall conform to the existing roadway centerline or crown, or as allowed by the Engineer.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within 12 inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be 50 feet.

Tolerances

The finished hot mix asphalt surface shall be flush with, to 1/4 inch (0.20 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

Automatic Screed Controls

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls shall not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that

with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

Rolling and Compacting

Rolling shall be performed as indicated in the referenced Caltrans specifications.

The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers. The soap type compound shall not damage the HMA or impede the bonding of layers.

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 140 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

For leveling courses, breakdown rolling shall consist of three (3) coverages with an 8 to 12-ton pneumatic roller followed by a finishing coverage with a steel wheel roller. The rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. The pneumatic roller tires shall be treated with a non-petroleum based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until the Contractor can provide equipment which will perform without pickup.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-

compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

Speed Tables

The Contractor shall construct new speed tables at the locations shown on the plans. Speed tables locations shown are approximate. The Contractor shall coordinate the exact location of new speed tables with the Engineer or Construction Inspector.

Speed tables shall be constructed per City of Berkeley Plan No. 8208, "Midblock Speed Table".

Contractor Quality Control

The HMA shall be verified by the engineer prior to placement on the jobsite. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at his discretion, in the event of verification failure.

Contractor quality control testing is optional. However, if the Contractor fails to submit quality control results to the engineer within seventy-two (72) hours of HMA placement, the Contractor waives all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the Contractor has five (5) days to submit their test results from the time the Engineer informs the Contractor that he is performing testing or the Contractor waives the right to dispute the Engineer's results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and voids in mineral aggregate (VMA) a minimum of once per day.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

Engineer's Acceptance

The City shall be notified forty-eight (48)-hours prior to scheduling pavement placement so that Quality Assurance personnel can be scheduled.

- Materials Acceptance

Modify 39-3.02A Testing as follows:

Add the following footnote:

- h. Contractor can perform independent quality control testing continuously during paving using nuclear or non-nuclear methods.
- i. For minor HMA placement, the Engineer will monitor the Contractor's work for conformance to the Method Process. In addition, the Engineer will collect HMA samples and verify the mix.

The Engineer may withhold acceptance in the event of any failing test result until the Contractor has addressed the failing material to the Engineer's satisfaction.

- Compaction Acceptance

Sublots to determine compaction testing shall be based on the following:

- a. Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- b. If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between ninety percent (92%) and ninety-seven percent (97%) of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the Contractor can request coring to verify the results. Three (3) cores will be sampled for each subplot and the average of the three (3) cores for each subplot will determine the in-place density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to five (5) calendar days after placement and may be 4 or 6 inches in diameter. The engineer will provide results within three (3) working days of receiving the cores.

Passing cores shall be paid for by the City. Failing cores will be paid for by the Contractor. If the core testing produces both passing and failing cores, the cost will be prorated between the Contractor and the City.

Contractor shall core the full depth of the new overlay and existing asphalt layers and backfill the cores holes with rapid set concrete. The cores shall be sawcut at the new overlay line prior to testing. **Failure to backfill the core holes on the same day as the coring is performed will subject the Contractor to liquidated damages in the amount of \$250 per day per location.**

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for % of Max. Theoretical Density

HMA (Type A) Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA (Type A) Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

Clean-up

Once finish rolling is completed, if the Contractor decides to place sand on final pavement surface, the street shall be swept the following day to the satisfaction of the Engineer. The Contractor shall ensure that “No Parking” signs are dated and remain in place to reflect sweeping operations, as necessary.

Measurement & Payment

The contract price paid per ton for **“3/8-inch HMA (Type A) PG 64-10”**, **1/2-inch HMA (Type A) PG 64-10”** and **“3/4-inch HMA (Type A) PG 64-10”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt (HMA), complete in place, including surface preparation; tack coat; furnishing, placing and compacting HMA; placement of tack coat prior to paving of all HMA courses; constructing and removing temporary transitions; constructing pavement transition A1; JMF preparation, testing and production cost for verification and quality control testing; Contractor’s Quality Control Plan; and costs of coring to verify density by cores, if requested; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for **“Remove & Replace HMA Dike”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt, complete in place, including pavement removal; removal of existing HMA dike; surface preparation; tack coat; furnishing, placing and compacting HMA; JMF preparation, testing and production cost for verification and quality control testing; Contractor’s Quality Control Plan; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

The contract price paid per square foot for **“Miscellaneous Paving at Driveway (Revocable)”** will include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt, complete in place, including pavement removal; surface preparation; tack coat; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Full compensation for furnishing, placing, and compacting HMA for **“Miscellaneous Paving at Driveway (Revocable)”** will be measured and paid for as **“1/2-inch” HMA (Type A) PG 64-10”** and no additional compensation will be allowed therefor.

The contract unit price paid per each for **“Remove & Replace Speed Table”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt, complete in place, including pavement removal; surface preparation; tack coat; furnishing, placing and compacting HMA; JMF preparation, testing and production cost for verification and quality control testing; Contractor’s Quality Control Plan; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent” shall not apply to the bid items related to Hot Mix Asphalt.

BID ITEM NO. 16 - PAVING MAT

General

This work shall consist of furnishing and placing a high strength elastomeric polymer pre-coated paving mat within the pavement structure as shown on the plans or as directed by the Engineer. The paving mat shall provide a moisture barrier/stress relieving membrane and shall be placed on top of the hot mix asphalt (HMA) leveling course and below the HMA surface course as shown in the plans and described in these specifications.

Prior to the installation of the paving mat, the Contractor shall arrange a meeting at the site with the manufacturer’s representative and the Engineer. The Engineer shall be notified at least three (3) working days in advance of the time of the meeting. The Contractor shall provide manufacturer’s written confirmation that they have been trained on the proper installation of high tensile fiberglass paving mat specified with a minimum of five (5) years’ experience installing these paving mats.

Materials

The reinforcing paving mat to be an elastomer polymer pre-coated, HMA reinforcement with continuous strand 572 pounds high strength fiberglass/polyester scrim Paving Mat, such as GlasPave 50 or equal meeting the physical properties detailed in the following table. The material shall be manufactured in the United States.

PHYSICAL PROPERTIES OF FIBERGLASS POLYESTER HS REINFORCING PAVING MAT			
Property	Test Method	Units	MARV*
Index Properties for Quality Control			
Asphalt Retention	ASTM D6140	l/m2 (gal./yd2)	0.46 (0.10)
Mass per unit area	ASTM D5261	g/m2 (oz/yd2)	237 (7.0)

PHYSICAL PROPERTIES OF FIBERGLASS POLYESTER HS REINFORCING PAVING MAT			
Tensile strength, MD / CD 1"	ASTM D5035	kN/m (lbs.)	50 min (280)
Tensile Strength, MD / CD 2"	ASTM D5035 2C-E	kN/m (lbs.)	100 min (572)
CBR Puncture**	ASTM D6241	N	1779 (400)
Elongation at max. load, MD / CD	ASTM D5035	percent	<5
Melting point	ASTM D276	°C (°F)	>232 (>450)
Fiberglass reinforcement strand	Max. spacing	Inch	<0.25
Fiberglass Pre-Coating Melt Point	ASTM D36	°C (°F)	>232 (>450)
In Asphalt Performance Requirements			
Stress Improvement Factor	TTI Overlay Tester	Vs. Control	≥ 6 ♠
Permeability	FM 5-565	cm/sec	< 2.6x10 ⁻¹¹ ◎
Recyclability without screening	AASHTO T283-07	Moisture/Rutting Susceptibility	Pass ■
Recyclability without screening	AASHTO T322-07	Low Temp. Cracking	Pass ■
Protective Pre-Coated Paving Mat	Non-Asphaltic	Elastomeric Polymer	Fully Coated

* MARV=Minimum Average Roll Value: Many international manufacturers report average physical property values, which only provides a 50% level of confidence that the material delivered to the project site meets their product data sheet requirements. Whereas Minimum Average Roll Values (MARV) provides a 97.7% level of confidence the material will meet the published data sheet

** Assess 360° tensile strength symmetry

♠ Using a PG64 hot mix AC with a 12.5mm nominal maximum aggregate size at 32 degrees

◎ Using a 2" thick hot mix AC with a permeability > 2.6 x 10⁻¹¹ cm/sec

■ 30% by weight of RAP was used for both the control RAP and RAP with milled GlasPave

Construction

The Contractor shall prepare the surface by cold planing and placing HMA leveling course as shown on the plans, and defined in these Special Provisions.

Prior to installation of the paving mat, any rutting or low spots in the pavement shall be removed by milling or by adding a leveling course. Potholes and pop-outs shall be properly repaired as directed by the Engineer.

Prior to application of the tack coat on the surface on which the paving mat is to be placed, it shall be cleaned free of dirt, water, vegetation, and/or other debris.

Application of the tack coat shall be by a calibrated distributor truck spray bar. Emulsified asphalt shall not be allowed. Temperature of the tack coat shall be sufficiently high enough to permit uniform spray pattern and shall be above 325° F.

The tack coat shall be PG 64-10. The application rate shall be 0.15 Gal/SY to 0.17 Gal/SY.

The target width of the tack coat application shall be the width of the paving mat, plus four (4) inches and wide enough to cover the entire width of paving mat overlaps. The tack coat shall be applied only as far in advance of the paving mat installation as is appropriate to ensure a tacky surface at the time of the paving mat placement. Traffic shall not be allowed on the tack coat. When placing on a smooth / level milled surface, a pneumatic tire roller shall be used to facilitate full adhesion.

If placement of the paving mat is on a new asphalt surface, it shall be allowed to cool sufficiently (<140F) and stabilize, prior to placement of the precoated high tensile paving mat, to prevent lift-up of paving mat.

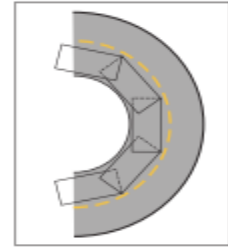
Neither the asphalt binder nor the paving mat shall be placed when weather conditions, in the judgment of the Engineer are not suitable. Air and pavement temperature shall be sufficient to allow the tack coat to hold the paving mat in place. The air temperature shall be 50°F and rising for placement of the tack coat. The tack coat shall be applied when air temperatures exceed 85°F.

The paving mat shall be placed onto the tack coat with minimum folds or wrinkles and before the tack coat has cooled and lost tackiness. As directed by the Engineer, wrinkles or folds greater than one (1) inch shall be slit and laid flat or pulled out and replaced. In these repaired areas, additional tack coat shall be applied as needed to achieve a sound bond to the substrate. Damaged paving mat shall be removed and replaced, with the same per the recommendations, at the Contractor's expense.

If excess tack coat bleeds through the paving mat under normal construction traffic causing excessive movement of mat or “pick-up”, a trackless tack agent shall be used. As directed

by the Engineer, the Contractor may use pneumatic tire roller with a water/soap spray to cool the surface or broadcast sand onto the surface. If sand is applied, any excess sand shall be removed from the paving mat, using methods other than power brooming, prior to placing the specified asphalt overlay. No other material, such as asphalt release agents or diesel, shall be used for this purpose.

Transverse joint in the paving mat shall be overlapped in the direction of paving three (3) to five (5) inches and longitudinal joints shall be overlapped one (1) to two (2) inches. Paving mat shall be shingled in around the curve to achieve complete coverage in a curved area as shown in the figure to the right.



No traffic, except necessary construction traffic or emergency vehicles, shall be driven on the paving mat, unless approved by the Engineer. Care shall be taken to ensure no sudden stops, or sharp turning of wheels, to prevent damage to the paving mat.

After installing the paving mat, placement of the HMA surface course shall closely follow. All areas in which the paving mat has been placed shall be paved during the same day. The paving mat shall not be left exposed to traffic.

Measurement and Payment

The contract unit price paid per square yard for **“Paving Mat”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and placing the paving mat, complete in place including, cleaning the surface, and applying the tack coat as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The payment quantity for Paving Mat is the area measured parallel to the surface, and shall be for installed quantity without allowance for overlap, spoils, remnants etc.

BID ITEM NO. 17 - REMOVE & REPLACE 4-INCH HMA

BID ITEM NO. 18 - REMOVE & REPLACE 5-INCH HMA

BID ITEM NO. 19 - REMOVE & REPLACE 6-INCH HMA

BID ITEM NO. 20 - REMOVE & REPLACE 8-INCH HMA

BID ITEM NO. 21 - REMOVE & REPLACE 9-INCH HMA

BID ITEM NO. 22 - REMOVE & REPLACE 11-INCH HMA (REVOCABLE)

BID ITEM NO. 23 - 6-INCH DEEP LIFT STABILIZATION (REVOCABLE)

General

The work shall consist of removing existing Hot Mix Asphalt to the specified depth by cold planing and replacing with Hot Mix Asphalt.

Remove & Replace HMA quantities shown in the bid schedule include a 25% overage allowance versus areas shown on the plans. Only overages approved by the Engineer will be measured for payment.

Pavement removal associated with “Remove & Replace HMA” of the various depths and “6-inch Deep Lift Stabilization” shall be replaced the same day as the removal.

Materials

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

Construction

Pavement removal associated with “Remove & Replace HMA” of the various depths and “6-inch Deep Lift Stabilization” shall be replaced the same day as the removal.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and shall be removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

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

Prior to placing aggregate base or Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten-cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix Asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

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

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

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

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

No prime coat shall be required.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two (2) lifts shall be used for each replacement area or remove & replace with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No surface course may exceed three inches.

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

Materials removed using cold plane or other methods shall become the property of the Contractor and shall be disposed of in accordance with local rules and regulations.

Measurement and Payment

“Remove & Replace HMA” of the various depths and “6-inch Deep Lift Stabilization” will be measured and paid for by the square foot as indicated on the plans.

“Remove & Replace HMA” of the various depths and “6-inch Deep Lift Stabilization” will be approved by the Engineer prior to commencing removal operations. The City does not pay for Remove & Replace HMA and 6-inch Deep Lift Stabilization quantities that have not been approved by the Engineer in advance of the work.

The contract price paid per square foot for **“Remove & Replace 4-inch HMA”, “Remove & Replace 5-inch HMA”, “Remove & Replace 6-inch HMA”, “Remove & Replace 8-inch HMA”, “Remove & Replace 9-inch HMA”, “Remove & Replace 11-inch HMA (Revocable)”** and **“6-inch Deep Lift Stabilization (Revocable)”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove & Replace HMA, complete in place, including, cold planing, excavation, removal, off-haul and disposal of all HMA, aggregate base, native materials, and/or unsuitable materials; proof rolling; tack coat; furnishing, placing and compacting HMA; and clean-up as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent” shall not apply to the bid items related to removing and replacing HMA or deep lift stabilization.

BID ITEM NO. 24 - KEYCUT A1”

BID ITEM NO. 25 - KEYCUT A2”

BID ITEM NO. 26 - KEYCUT B1”

BID ITEM NO. 27 - KEYCUT B2”

BID ITEM NO. 28 - COLD PLANE 1-INCH

BID ITEM NO. 29 - COLD PLANE 2-INCH

BID ITEM NO. 30 - COLD PLANE 2-1/4-INCH

BID ITEM NO. 31 - COLD PLANE 3-INCH

BID ITEM NO. 32 - COLD PLANE 3-1/2-INCH

BID ITEM NO. 33 - COLD PLANE 4-INCH

BID ITEM NO. 34 - COLD PLANE 8-INCH

BID ITEM NO. 35 - COLD PLANE 12-INCH

General

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the drawings. The work includes, but is not limited to, removal of the existing pavement adjacent to or on top of gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches.

Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

Cold planing may be used for “Remove & Replace HMA” and “Deep Lift Stabilization”.

All core locations shown on the plan are approximate. Existing conditions may differ from the information specified in the boring logs as shown on the plans.

Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland cement concrete patches in the bituminous pavement, or Portland cement concrete pavements. The cutting drum shall be a minimum of 48 inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero (0) to forty (40) feet per minute, self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

Construction

Limits of cold planing will be marked in the field by the Engineer prior to construction. The depths and dimensions of the cold planing are designated on the plans. Cold planing may be used for removal of existing pavement for "Remove & Replace HMA" bid items.

Cold planing may require removal of existing asphalt concrete above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays.

Concrete gutter pans under may be present under the existing pavement at various locations throughout the project sites. The Contractor shall remove pavement with cold plane equipment, or by other means as necessary, to the required depths, or to the top of gutter pan, whichever is less. If gutter pans are encountered within the specified cold plane depth, coordinate HMA placement with the Engineer.

Concrete pavement may be present under the existing asphalt concrete roadway. Where encountered, the Contractor shall adjust their operation to only remove asphalt pavement to the top of the concrete pavement. Contractor shall coordinate HMA placement with the Engineer

The Contractor shall perform work such that their trucks and equipment are not unnecessarily driven on milled surfaces.

Pavement to be cold planed may contain pavement fabric.

Cold planing operation will not commence until a sweeper is on site.

Lowering Utility Covers

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

Pavement Removal

All pavement areas called out for removal and replacement shall be cold planed to the dimensions indicated on the plans, or as directed by the Engineer. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

Schedule

The Contractor shall schedule the work such that the base course, intermediate course, and leveling courses are placed and compacted on the same day as the milling; and such that surface course paving is completed within five (5) working days after milling. Milled pavement surface shall not be opened to traffic and all traffic lanes shall be open for traffic outside the approved working hours, unless authorized otherwise in writing by the Engineer.

Pavement removal associated with “Remove & Replace HMA” of the various depths and “6-inch Deep Lift Stabilization” shall be replaced the same day.

Failure to comply with these provisions shall subject the Contractor to \$1,500 per street per calendar day in liquidated damages. Multiple occurrences of liquidated damages per calendar day are not restricted.

Temporary Striping

Streets to be milled shall be temporarily striped after completion of cold planing prior to pavement resurfacing work. Temporary striping shall consist of temporary tab markers and reflective traffic striping tape by 3M (or equal) and shall be continuously maintained by the Contractor until resurfacing work is performed. Temporary striping will be placed to delineate lane lines, center lines, crosswalks, and other traffic striping legends.

Tolerances

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than $\frac{1}{4}$ inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a stringline or straight edge shall be $\frac{1}{4}$ inch high to $\frac{1}{2}$ inch low. High points out of tolerance shall be replanned to fall within tolerance. Low areas shall be filled with asphalt concrete as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely borne by the Contractor.

Removal and Disposal of Material

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of at the Contractor's expense.

In addition to removing the cold planed asphalt concrete, the Contractor shall remove any asphalt concrete which is adhered to the top of the adjacent gutter, cross gutter, or apron.

Air Pollution Control

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.02 of the Standard Specifications.

Temporary Transitions

The Contractor shall construct temporary pavement transitions prior to allowing traffic onto cold planed pavement areas. Such transitions shall have a maximum slope of 20:1 and be constructed on kraft paper or other suitable bond breaker such that upon removal of the transition a clean notch remains. Temporary transitions are required along all planed edges at existing or new curb ramps. Temporary transitions shall also be provided along all planed edges with a drop off greater than 1 inch in depth at all paving conforms, cross gutters, and commercial and residential driveways.

Correction of Tear Out Areas

If tear-out to the remaining, underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractors part shall be corrected by placement of asphalt concrete conforming to the requirements of these Technical Provisions. Areas torn out due to pre-existing adhesion problems in the existing asphalt concrete shall be corrected at the City's expense as directed by the Engineer.

Measurement and Payment

The contract price paid per linear foot for **“Keycut A1”**, **“Keycut A2”**, **“Keycut B1”** and **“Keycut B2”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cold Planing, complete in place, including cold planing, removal, off haul, and disposal of existing asphalt concrete above the lip of gutter and within gutter pans, to the depths required, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The contract price paid per square foot for **“Cold Plane 1-inch”**, **“Cold Plane 2-inch”**, **“Cold Plane 2-1/4-inch”**, **“Cold Plane 3-inch”**, **“Cold Plane 3-1/2-inch”**, **“Cold Plane 4-inch”**, **“Cold Plane 8-inch”** and **“Cold Plane 12-inch”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the

work involved in Cold Planing, complete in place, including cold planing, removal, off haul, and disposal of existing asphalt concrete above the lip of gutter and within gutter pans, to the depths required, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

BID ITEM NO. 36 - REMOVE & REPLACE PCC SIDEWALK

BID ITEM NO. 37 - REMOVE & REPLACE PCC CURB

BID ITEM NO. 38 - REMOVE & REPLACE PCC ROLLED CURB

BID ITEM NO. 39 - REMOVE & REPLACE PCC CURB & GUTTER

BID ITEM NO. 40 - REMOVE & REPLACE PCC BUS PAD

BID ITEM NO. 41 - REMOVE & REPLACE PCC DRIVEWAY (RESIDENTIAL)

BID ITEM NO. 42 - REMOVE & REPLACE PCC VALLEY GUTTER

BID ITEM NO. 43 - CURB RAMP (REVOCABLE)

BID ITEM NO. 44 - CONSTRUCT TRAFFIC CIRCLE

BID ITEM NO. 45 - CONSTRUCT TRAFFIC DIVERTER

BID ITEM NO. 46 - RECONSTRUCT TOP OF CATCH BASIN

BID ITEM NO. 47 - REMOVE & DISPOSE OF CROSS DRAIN COVER

General

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

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

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

Materials

All section references are to the 2018 Caltrans Standard Specifications.

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

PCC shall be Type II.

Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten (10) working days prior to the start of the work, based on the following guidelines.

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

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

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

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

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

Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall

be performed by the City's laboratory at the City's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

Detectable Warning Surface

Detectable warning surface shall be on Caltrans' Authorized Materials List.

The Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacture that must be proved at the preconstruction meeting with the truncated dome material submittal.

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

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

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

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

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

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

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

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

The Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacture that must be proved at the preconstruction meeting with the truncated dome material submittal.

Construction

All work shall conform to the provisions of Section 90 of the Standard Specifications.

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

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

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

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Curing time shall be seventy-two (72) hours.

No horizontal or vertical control will be provided for the forming and placing of new concrete facilities, unless shown otherwise on the plans. It is the responsibility of the

Contractor to ensure that new concrete facilities are constructed in accordance with the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

Protection of Existing Facilities

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

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

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

Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent (0-3%) over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

For concrete work in heavy vehicular traffic areas (such as for mountable medians and curbs) subgrade shall be compacted to 95% relative compaction at zero to three percent (3%) over optimum.

Forming

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

Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight (48) hours in advance of the work.

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

Placing and Finishing

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

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

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

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

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

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

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

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

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three (3) days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two (72) hours prior to placing adjacent hot mix asphalt.

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

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two ½ inch by 18 inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of ¼ of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

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

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

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

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

All pavement removed to facilitate the placement of concrete formwork shall be replaced with HMA to match the existing pavement section, or 6 inches minimum. The width of the conforms shall be 24 inches minimum. At the Contractors option, cement sand slurry can be used so long as the final RHMA surface course (if specified) is placed on a HMA base course with a thickness of 2 inches minimum.

Curb Ramps

Curb ramps shall be constructed in general conformance with Caltrans 2023 Standard Details A88A or A88B. Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new ramp, and installation of detectable warning surface (truncated domes).

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Curb ramp quantities provided are an allowance item and serve as a placeholder in case the City needs to reconstruct a curb ramp within the limits of work. If a curb ramp is added to the project, the limits of removal and replacement work shall be determined by the Engineer at each curb ramp location. It is the responsibility of the Contractor to ensure that slopes and dimensions are constructed in accordance with the City of Berkeley's Standard Plans, and as specified in the Standard Specification.

Traffic Circles and Traffic Diverters

Traffic diverters, striping and signage shall be constructed per the City of Berkeley Standard Plans for Typical Traffic Circle Design and Traffic Divert Details. See Sheet 62 in the Construction Drawings for information.

Measurement and Payment

The contract price paid per square foot for **“Remove & Replace PCC Sidewalk”**, **“Remove & Replace PCC Bus Pad”**, **“Remove & Replace PCC Driveway (Residential)”** and **“Remove & Replace PCC Valley Gutter”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, disposing, furnishing and placing concrete sidewalk, driveway, complete in place including sawcutting, demolition, removal and disposal of asphalt concrete, sidewalk, and driveway; excavation; subgrade preparation; aggregate base; compaction; dowelling; rebar; wire mesh; score marks; weakened plane joints; expansion joints; reconnecting curb drains; protecting-in-place and adjusting to finished grade all utility boxes (public and private), coordination with utility agencies;; furnishing and applying curing compound; HMA conforms; irrigation repairs; salvaging and resetting brick pavers within landscape strip; site restoration; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Full compensation for removing and replacing retaining curbs between the driveway wing and planter strip will be considered included in the cost of **“Remove & Replace PCC Driveway”** and no additional compensation will be allowed therefor.

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

Removing and replacing PCC curb, and PCC curb and gutter of various curb heights and gutter pan widths will be measured and paid for as **“Remove & Replace PCC Curb”**, **“Remove & Replace PCC Rolled Curb”** and **“Remove & Replace PCC Curb & Gutter”**, respectively.

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

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

Full compensation for concrete furnished and installed for curb and gutter adjacent to curb ramps will be measured and paid for as **“Remove & Replace PCC Curb & Gutter”** and no additional compensation will be allowed therefor.

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

The contract unit price paid per each for **“Construct Traffic Circle”** and **“Construct Traffic Diverter”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing traffic diverter, complete in place, including but not limited to existing AC pavement, guardrail, post and footing removal; backfilling any resulting voids; constructing concrete barriers; field layout, sawcutting, demolition, excavation, removal, off-haul, formwork, concrete, aggregate base, compaction, finishing and curing, HMA conforms, and cleanup, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract unit price paid per each for **“Reconstruct Top of Catch Basin”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reconstructing the top of catch basin, complete in place, including but not limited to field layout, sawcutting, demolition, excavation, removal, off-haul, formwork, concrete, rebar and miscellaneous steel, aggregate base, compaction, finishing and curing, HMA conforms, landscape restoration, and cleanup, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract unit price paid per each for “**Remove & Dispose of Cross Drain Cover**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposing of cross drain cover, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

BID ITEM NO. 48 - INSTALL G-5 FRAME & COVER FURNISHED BY EBMUD

BID ITEM NO. 49 - LOWER GAS VALVE COVER (REVOCABLE)

BID ITEM NO. 50 - LOWER LOOP DETECTOR HANDHOLE COVER

BID ITEM NO. 51 - LOWER MAINTENANCE HOLE COVER

BID ITEM NO. 52 - LOWER SEWER CLEANOUT COVER

BID ITEM NO. 53 - LOWER SURVEY MONUMENT COVER

BID ITEM NO. 54 - LOWER WATER VALVE COVER (REVOCABLE)

BID ITEM NO. 55 - ADJUST ELECTRICAL VAULT COVER TO FINISH GRADE

**BID ITEM NO. 56 - ADJUST GAS VALVE COVER TO FINISH GRADE
(REVOCABLE)**

BID ITEM NO. 57 - ADJUST JUNCTION BOX TO FINISH GRADE

**BID ITEM NO. 58 - ADJUST LOOP DETECTOR HANDHOLE COVER TO FINISH
GRADE**

BID ITEM NO. 59 - ADJUST MAINTENANCE HOLE COVER TO FINISH GRADE

BID ITEM NO. 60 - ADJUST SEWER CLEANOUT COVER TO FINISH GRADE

BID ITEM NO. 61 - ADJUST SURVEY MONUMENT COVER TO FINISH GRADE

BID ITEM NO. 62 - WATER VALVE COVER TO FINISH GRADE (REVOCABLE)

BID ITEM NO. 63 - REPLACE WATER VALVE COVER (REVOCABLE)

General

This work shall consist of raising or adjusting existing utility facilities such as maintenance holes, valve boxes, sewer clean-outs, monument boxes, electrical boxes, and monitoring well covers to the finish grade of the resurfaced asphalt pavement or finished sidewalk grade. On roadways to be milled or where utility covers are located within keycut areas, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work.

All such work shall conform to the applicable provisions of the California State Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; the plans and typical sections; and as directed by the Engineer.

Construction

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

Lower frames and covers of existing facilities before cold planing or replacing concrete surfacing. Temporarily fill utility depression with HMA (Type A) before opening the lanes to public traffic. Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

1. Ramp section (cut-back) around “iron” and paint white
2. Place lighted Portable Barricade over iron

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed. Facilities damaged by the Contractor shall be replaced at the Contractor’s expense. Existing facilities (box and lid or frame and cover) found in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the utility owner. The Contractor shall notify owners of private utility facilities seven (7) days prior to the start of the resurfacing work. Such owners may request the contractor to raise the private facilities.

Portland cement concrete used for adjusting covers shall be Class B, 5 sack minor concrete conforming to the provisions in the State Standard Specifications Section 51, “Concrete Structures,” and shall be 1-inch maximum grading as specified in Section 90-1.02C(4)(d), “Combined Aggregate Grading of the State Standard Specifications.

Mortar used in resetting maintenance hole covers shall conform to the provision in Section 51-1.02F, “Mortar” of the Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facility.

Soil, rocks or debris shall not be permitted to enter sewer or storm drain lines. When maintenance hole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the maintenance hole, sewer and storm drain pipes.

During sealing or paving operations, all surface structures shall be protected and no adhesive materials shall be permitted to fill the joint between the frame and cover.

Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

Schedule

All utility adjustments shall be accomplished within seven (7) calendar days of the final HMA surface course or ARAM Cape Seal placement.

Maintenance Holes

Maintenance Holes shall be adjusted to grade per City Standard Detail 8193 or 8194, East Bay Mud Utility District (EBMUD) Standard Details or other utility provider's standards, as shown on the plans, and as directed by the Engineer

Water Valves

Water valve frames and covers shall be adjusted to finished grade after placement of final surface course per EBMUD Standard Drawing 321-EA, "Valve Pot Installation". At locations where existing water valves are not housed in G-5 frames and covers, Contractor shall install new G-5 frames and covers furnished by EBMUD.

Survey Monuments

The Contractor shall be responsible for the preservation of existing survey monuments, benchmarks, reference points, and stakes. All City of Berkeley monuments located within the project area shall be referenced, prior to work commencing, by a licensed land surveyor as required by Section 8771 of the Business and Professions Code.

Contractor shall confirm with the City that all monuments within the limits of work have been referenced prior to the start of any pavement removals.

Contractor shall protect all monuments. Monuments that will be disturbed shall be identified by the Contractor to the Engineer. Contractor shall provide at least ten (10) days' notice to the Engineer of any monuments that will be disturbed. No monuments shall be removed without the prior agreement of the Engineer nor before a California Licensed Land Surveyor has set reference points to reestablish the monument. Monuments that will be disturbed shall be removed during the removal of the existing pavement.

In case of willful or careless destruction, the Contractor will be charged with the entire cost to reset the monument by a California Licensed Land Surveyor and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

The Contractor shall replace City Monuments and reference marks removed during the performance of the work. The Contractor is directed to the Bid Item "Monument Replacement" for details relating to rebuilding survey monuments.

Where new G-5 survey monument boxes and lids are not required, the Contractor shall exercise due care in salvaging and storing existing G-5 boxes and lids and perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor shall be responsible for re-establishing it as a monument in accordance with

State laws. The work for placement of the box and lid over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

Work by Utility Companies

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility agencies prior to start of construction for any coordination effort and to determine if the utility owners will perform the work using their own forces.

Terms of Revocation

Bid items designated as “Revocable” are contingent upon the City reaching a mutual reimbursement agreement with the respective owner/Utility Company. Should the City fail to reach such an agreement prior to the start of the work, the relevant bid items shall be revoked and no payment will be made for the respective utility adjustment work. Utility adjustments per revoked items shall be made at the cost and discretion of the Contractor, and shall adhere to the Project Specifications where applicable.

Measurement and Payment

The contract unit price paid per each for **“Install G-5 Frame & Cover Furnished by EBMUD”, “Lower Gas Valve Cover (Revocable)”, “Lower Loop Detector Handhole Cover”, “Lower Maintenance Hole Cover”, “Lower Sewer Cleanout Cover”, “Lower Survey Monument Cover”, “Lower Water Valve Cover (Revocable)”, “Adjust Electrical Vault Cover to Finish Grade”, “Adjust Gas Valve Cover to Finish Grade (Revocable)”, “Adjust Junction Box to Finish Grade”, “Adjust Loop Detector Handhole Cover to Finished Grade”, “Adjust Maintenance Hole Cover to Finish Grade”, “Adjust Sewer Cleanout Cover to Finish Grade”, “Adjust Survey Monument Cover to Finish Grade”, “Adjust Water Valve Cover to Finish Grade (Revocable)”** and **“Replace Water Valve Cover (Revocable)”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Lowering and Adjusting Existing Utility Facilities to Grade, complete in place, including coordination with the utility companies, disposing or returning old water valve frame and covers, concrete, mortar and HMA (Type A), as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

BID ITEM NO. 64 - MONUMENT REPLACEMENT

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

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

Monument referencing shall be done by a Professional Land Surveyor licensed in the State of California hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the City prior to the start of construction. For each monument that has been removed, the replacement monument location(s) will be established by the referencing surveyor after final pavement is completed. The new dome brass marker shall not receive final punching prior to seven (7) days after completion of the monument construction. Corner records for the replacement monuments shall be filed with the County and copies provided to the City.

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

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

Measurement and Payment

The contract unit price paid per each for “**Monument Replacement**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing monuments, complete in place, including pre-construction and post-construction monument researching, referencing, and field locating; corner records; coordination with City Surveyor Staff or Project Inspector, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The Contractor will be paid on the basis of work completed as noted on the monthly submission of progress payment and after the delivery of the salvaged lids to the City Survey Staff or Project Inspector.

Full compensation for lowering survey monument covers prior to cold planing and adjustment of survey monument covers after placement of final surface course will be measured and paid for as “**Lower Survey Monument Cover**” and “**Adjust Survey Monument Cover to Finish Grade**”, respectfully, and no additional compensation will be allowed therefor.

- BID ITEM NO. 65 - INSTALL BLUE RPM AT FIRE HYDRANT**
- BID ITEM NO. 66 - INSTALL WHITE RPM AT MEDIAN**
- BID ITEM NO. 67 - INSTALL YELLOW RPM AT MEDIAN**
- BID ITEM NO. 68 - 4-INCH WHITE LINE (THERMO)**
- BID ITEM NO. 69 - 8-INCH WHITE LINE (THERMO)**
- BID ITEM NO. 70 - 12-INCH WHITE CROSSWALK/LIMIT LINE (THERMO)**
- BID ITEM NO. 71 - 12-INCH YELLOW CROSSWALK LINE (THERMO)**
- BID ITEM NO. 72 - 24-INCH WHITE CROSSWALK LINE (THERMO)**
- BID ITEM NO. 73 - 24-INCH YELLOW CROSSWALK LINE (THERMO)**
- BID ITEM NO. 74 - WHITE YEILD LINE**
- BID ITEM NO. 75 - STRIPING DETAIL #2 (THERMO & MARKERS)**
- BID ITEM NO. 76 - STRIPING DETAIL #9 (THERMO & MARKERS)**
- BID ITEM NO. 77 - STRIPING DETAIL #22 (THERMO & MARKERS)**
- BID ITEM NO. 78 - STRIPING DETAIL #22 MODIFIED (THERMO & MARKERS)**
- BID ITEM NO. 79 - STRIPING DETAIL #27B (THERMO)**
- BID ITEM NO. 80 - STRIPING DETAIL #38 (THERMO & MARKERS)**
- BID ITEM NO. 81 - STRIPING DETAIL #39 (THERMO)**
- BID ITEM NO. 82 - STRIPING DETAIL #39A (THERMO)**
- BID ITEM NO. 83 - STRIPING DETAIL #40 (THERMO)**
- BID ITEM NO. 84 - STRIPING DETAIL #41 (THERMO)**
- BID ITEM NO. 85 - PAVEMENT MARKING "25" LEGEND (THERMO)**
- BID ITEM NO. 86 - PAVEMENT MARKING "AHEAD" LEGEND (THERMO)**
- BID ITEM NO. 87 - PAVEMENT MARKING "BLVD" LEGEND (THERMO)**
- BID ITEM NO. 88 - PAVEMENT MARKING "CLEAR" LEGEND (THERMO)**
- BID ITEM NO. 89 - PAVEMENT MARKING "KEEP" LEGEND (THERMO)**
- BID ITEM NO. 90 - PAVEMENT MARKING "ONLY" LEGEND (THERMO)**
- BID ITEM NO. 91 - PAVEMENT MARKING "PED" LEGEND (THERMO)**
- BID ITEM NO. 92 - PAVEMENT MARKING "SCHOOL" LEGEND (THERMO)**
- BID ITEM NO. 93 - PAVEMENT MARKING "SLOW" LEGEND (THERMO)**
- BID ITEM NO. 94 - PAVEMENT MARKING "STOP" LEGEND (THERMO)**
- BID ITEM NO. 95 - PAVEMENT MARKING "XING" LEGEND (THERMO)**

BID ITEM NO. 96 - PAVEMENT MARKING “L” PARKING STALL SYMBOL (THERMO)**BID ITEM NO. 97 - PAVEMENT MARKING “T” PARKING STALL SYMBOL (THERMO)****BID ITEM NO. 98 - TYPE III (B) ARROW (THERMO)****BID ITEM NO. 99 - TYPE III (L or R) ARROW (THERMO)****BID ITEM NO. 100 - TYPE IV (L or R) ARROW (THERMO)****BID ITEM NO. 101 - BIKE LANE ARROW (THERMO)****BID ITEM NO. 102 - BIKE LANE SYMBOL W/PERSON (THERMO)****BID ITEM NO. 103 - BICYCLE BOULEVARD BIKE LANE ARROW (THERMO)****BID ITEM NO. 104 - BICYCLE BOULEVARD BIKE LANE SYMBOL W/PERSON (THERMO)****BID ITEM NO. 105 - SHARED ROADWAY BICYCLE MARKING (THERMO)****BID ITEM NO. 106 - BICYCLE LOOP DETECTOR SYMBOL (THERMO)****BID ITEM NO. 107 - CURB PAINT****BID ITEM NO. 108 - REMOVE & REPLACE DELINEATOR****BID ITEM NO. 109 - REMOVE & REPLACE RUBBER PARKING BUMPER****General**

Work under this section shall include removing and replacing traffic striping, pavement markings, raised pavement markers (RPMs), and curb paint.

Traffic striping, pavement markings, and paint shall comply with Section 84, “Markings” of the 2018 Standard Specifications except as modified in these special provisions.

RPMs shall comply with Section 81-3, “Pavement Markers” of the 2018 Standard Specifications except as modified in these special provisions.

Delineators shall comply with Section 81-2, “Delineators” of the 2018 Standard Specifications except as modified in these special provisions.

Submittals

Submit the following for each batch of thermoplastic, glass beads, and paint:

- a. Certificate of compliance, including the product name, lot or batch number, and manufacture date
- b. METS notification letter stating that the material is authorized for use, except for thermoplastic
- c. SDS
- d. Material data sheet for thermoplastic primer

For each lot or batch thermoplastic, submit a manufacture's certificate of compliance with test results (tested under California Test 423) for the tests listed below. The date of test must be within one (1) year of use.

- a. Brookfield Thermosel viscosity
- b. Hardness
- c. Yellowness index, white only
- d. Daytime luminance factor
- e. Yellow color, yellow only
- f. Glass bead content
- g. Binder content

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit a certificate of compliance for each type of RPM used.

Materials

Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Spray adhesive Swarco 2090 thermoplastic primer or approved equivalent shall be used when applying thermoplastic to concrete.

Bus Lane Markings

Bus lane markings shall be Ennis-Flint by PPG MMAX methyl methacrylate (MMA) colored lane treatment color “Transit Red”, or approved equal.

Glass Beads

Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247. The glass beads must have a coating that promotes adhesion of the beads to thermoplastic.

Paint

White and Yellow paint shall be Waterborne traffic line conforming to State Specification PTWB-01R2.

Blue, Red and Green paint shall be Waterborne traffic line for the international symbol of accessibility and other curb markings conforming to Federal Specification TT-P-1952E.

Curb paint should be Ennis Flint Standard Fast Dry Waterborne Traffic Paint, or an approved equivalent. Color codes for Ennis Flint are as follows:

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

Construction

General

Removal and installation of traffic striping, pavement markings, and curb paint shall comply with Section 84-2.03, “Construction” of the 2018 Standard Specifications.

Removal and installation of RPMs shall comply with Section 81-3.03, “Construction” of the 2018 Standard Specifications.

Existing Striping and Markings

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over the existing pavement to be covered with thermoplastic material.

In areas to be resurfaced, the contractor shall remove all existing thermoplastic and markers by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor’s work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor’s work removes or reduces the visual appearance of a lane, centerline, stop bar, limit line, crosswalk, etc., the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, “Construction”, of the Standard Specifications.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The City will not provide any assistance, information, or materials to the Contractor. It shall be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control

systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12 feet apart on curves nor more than 24 feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City will have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of three (3) working days for review of the layout by the City.

Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic shall be applied as specified in Section 84-2.03C, “Application of Striping & Markings” of the 2018 Standard Specifications.

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Engineer.

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the City.

Raised Pavement Markers (RPMs)

RPMs shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes, one (1) for each line of markers.

All additional work necessary to establish satisfactory lines for RPMs shall be performed by the Contractor.

RPMs shall be cemented to the pavement using a rapid set epoxy adhesive as specified in Section 95-1.02E, “Rapid Set Epoxy Adhesive for Placement Markers”, of the Standard Specifications. At the option of the Contractor, a hot melt bituminous adhesive may be used as specified in Section 81-3.02D, “Hot Melt Bituminous Adhesive”, of the Standard Specifications

The filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate complying with ASTM D1199, and shall conform to the gradations as specified in Section 81-3.02D.

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F nor less than 375°F.

Immediately after application of the adhesive, RPMs shall be placed in position and pressure applied until firm contact is made with the pavement.

Curb Paint

If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length as the removed curb. Contractor shall also paint curb as shown to the color and length shown on the plans.

All existing curb paint shall be removed prior to application of new curb paint.

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

Application shall consist of **two (2) separate coats** of traffic paint of the appropriate color applied to the face and top of the curb.

Paint shall be used at its manufactured consistency.

Schedule

Temporary tab markers shall be placed the same day that the existing traffic striping and markings are removed, and the same day that any new pavement surface is placed. Tabs shall be placed for all lane lines, centerlines, crosswalk, and limit lines obliterated as part of the Contractor's work. Tabs shall be the same color as the traffic stripe that they are replacing, and shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker. Temporary yellow marking tape shall be used to denote school crosswalks.

Permanent traffic striping and pavement markings including centerlines, lane lines, legends, crosswalks and limit lines shall be placed no earlier than fourteen (14) calendar days and no later than twenty-one (21) calendar days after paving or surfacing, unless otherwise directed by the Engineer.

When utilizing hot melt bituminous adhesive, RPMs shall be placed after the surface has been open to traffic for at least seven (7) calendar days. When utilizing epoxy adhesive, RPMs shall be placed after the surface has been open to traffic for at least fourteen (14) calendar days. Regardless of which adhesive is utilized, RPMs shall not be placed more than twenty-one (21) calendar days after paving or surfacing.

Failure to comply with these requirements shall result in a liquidated damage of \$1,500 per day for each street that has not received temporary tab markers and marking tape, or permanent installation of the required traffic striping, pavement markings or RPMs.

Clean-up

Upon completion of installing of traffic striping, pavement markings, raised pavement markers, and curb paint, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, tracked thermoplastic materials and curb markings, all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

Measurement and Payment

The contract unit price paid for **“Install Blue RPM at Fire Hydrant”, “Install White RPM at Median”, “Install Yellow RPM at Median”, “White Limit Line (Thermo)”, “Pavement Marking “25” Legend (Thermo)”, “Pavement Marking “AHEAD” Legend (Thermo)”, “Pavement Marking “BLVD” Legend (Thermo)”, “Pavement Marking “CLEAR” Legend (Thermo)”, “Pavement Marking “KEEP” Legend (Thermo)”, “Pavement Marking “ONLY” Legend (Thermo)”, “Pavement Marking “PED” Legend (Thermo)”, “Pavement Marking “SCHOOL” Legend (Thermo)”, “Pavement Marking “SLOW” Legend (Thermo)”, “Pavement Marking “STOP” Legend (Thermo)”, “Pavement Marking “XING” Legend (Thermo)”, “Pavement Marking “L” Parking Stall Symbol (Thermo)”, “Pavement Marking “T” Parking Stall Symbol (Thermo)”, “Type III (B) Arrow (Thermo)”, “Type III (L or R) Arrow (Thermo)”, “Type IV (L or R) Arrow (Thermo)”, “Bike Lane Arrow (Thermo)”, “Bike Lane Symbol w/Person (Thermo)”, “Bicycle Boulevard Bike Lane Arrow (Thermo)”, “Bicycle Boulevard Bike Lane Symbol w/Person (Thermo)”, “Shared Roadway Bicycle Marking (Thermo)”, “Bicycle Loop Detector Symbol (Thermo)”, “Remove & Replace Delineator” and “Remove & Replace Rubber Parking Bumper”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Traffic Striping, Markings and Raised Pavement Markers, complete in place, including proper removal and disposal of traffic striping, markings and markers; temporary striping; cat-tracking; coordination with City’s Traffic Engineering Division; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for **“4-inch White Line (Thermo)”, “8-inch White Line (Thermo)”, “12-inch White Crosswalk/Limit Line (Thermo)”, “12-inch Yellow Crosswalk Line (Thermo)”, “24-inch White Crosswalk Line (Thermo)”, “24-inch**

Yellow Crosswalk Line (Thermo), **“Striping Detail #2 (Thermo & Markers)”**, **“Striping Detail #9 (Thermo & Markers)”**, **“Striping Detail #22 (Thermo & Markers)”**, **“Striping Detail #22 Modified (Thermo & Markers)”**, **“Striping Detail #27B (Thermo)”**, **“Striping Detail #38 (Thermo & Markers)”**, **“Striping Detail #39 (Thermo)”**, **“Striping Detail #39A (Thermo)”**, **“Striping Detail #40 (Thermo)”**, **“Striping Detail #41 (Thermo)”** and **“Curb Paint”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Traffic Striping, Markings and Raised Pavement Markers, complete in place, including proper removal and disposal of traffic striping, markings, marker, and curb paint; replacing address stencils; temporary striping; cat-tracking; coordination with City’s Traffic Engineering Division; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Removing and replacing Curb Paint of the various colors will be measured and paid for as **“Curb Paint”**.

The provisions in Section 4-1.05 “Changes and Extra Work,” of the Standard Specifications shall not apply to the items of work in this section of these special provisions.

BID ITEM NO. 110 - REMOVE & REPLACE ROADSIDE SIGN & POST

BID ITEM NO. 111 - INSTALL ROADSIDE SIGN & POST

BID ITEM NO. 112 - INSTALL ROADSIDE SIGN ON POST

General

Furnish and install regulatory signs and wayfinding signs and related work thereto. Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

<https://dot.ca.gov/programs/safety-programs/sign-specs>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

<https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files>

Quality Control

The requirements of “Quality Control for Signs” in this section shall not apply to construction area signs.

No later than fourteen (14) days before sign fabrication, the Contractor shall submit a written copy of the quality control plan for signs to the City’s Representative for review. The City’s Representative will have ten (10) days to review the quality control plan. Sign fabrication shall not begin until the City’s Representative approves the Contractor’s quality control plan in writing. The Contractor shall submit to the City’s Representative at least three (3) copies of the approved quality control plan. The quality control plan shall include, but not be limited to the following requirements:

1. Identification of the party responsible for quality control of signs
2. The basis of acceptance for incoming raw materials at the fabrication facility
3. Type, method and frequency of quality control testing at the fabrication facility
4. List (by manufacturer and product name) of process colors, protective overlay film, retroreflective sheeting, and black nonreflective film
5. Recommended cleaning procedure for each product
6. Method of packaging, transport, and storage for signs

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive overspray and aluminum marks.

Inspection

The City's Representative will inspect signs at the Contractor's facility and delivery location, and in accordance with Section 6, "Control of Materials," of the Standard Specifications. The City's Representative will inspect signs for damage and defects before and after installation.

Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

Repairing sign panels will not be allowed except when approved by the City's Representative.

When requested, the Contractor shall provide the City's Representative test samples of signs and materials used at various stages of production. Sign samples shall be 12 inches by 12 inches in size with the applied background, letter or numeral, and border strip.

Materials

Regulatory Signs shall be per Sign Schedule, available from Traffic and Parking Control (TAPCO), 1255 East Shore Hwy., Berkeley, CA 94710-1095, (510) 525-4040.

The wayfinding signs are per sign schedule with content to be provided by City of Berkeley Public Works Transportation Division Bicycle Program Coordinator. They can also be procured from Traffic and Parking Control (TAPCO).

Concrete for signpost foundation shall be 2500 PSI concrete, either prepackaged or ready mix.

Roadside signposts shall be Ulti-Mate sign support system, with EZ Installation anchor, as manufactured by Western Highway Products or approved equal. Ulti-Mate posts for roadside signs shall conform to State Standard Plan RS1 and RS4. Posts shall be 12-gage galvanized steel 1.75-inch square tube with perforations, weighing 2.09 pounds per linear foot.

Execution

Install signs square and plumb. Where possible, align signposts in a straight, continuous line. Sleeves shall extend 4 inches above top of finish concrete elevation.

Post Foundations

Landscape Area: Post holes shall be 8 inches in diameter and 30 inches deep. Concrete shall be thoroughly mixed to 4-inch maximum slump. Place concrete to the surface of the turf or mulch. Even up vertical edges with trowel at least 2 inches below top. Finish top of concrete with trowel and slope away from pole. Apply medium broom finish to exposed concrete base.

Sidewalks and Concrete Areas: Core 8-inch diameter hole in concrete. Excavate 8" diameter hole 30 inches deep. Thoroughly mix concrete to 4-inch maximum slump. Finish top of concrete even with existing concrete. Match ex. Finish.

Signs

No legend shall be installed at the project site. Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the Regulatory Sign legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be oriented in the same direction in accordance with the manufacturer's orientation marks found on the retroreflective sheeting. On multiple panel signs, legend shall be placed across joints without affecting the size, shape, spacing, and appearance of the legend. Background and legend shall be wrapped around interior edges of formed panel signs as shown on plans to prevent delamination.

The following notation shall be placed on the lower right side of the back of each regulatory sign where the notation will not be blocked by the signpost or frame:

1. PROPERTY OF CITY OF BERKELEY
2. Name of the sign manufacturer
3. Month and year of fabrication
4. Type of retroreflective sheeting
5. Manufacturer's identification and a lot number of retroreflective sheeting.

The above notation shall be applied directly to the aluminum sign panels in ¼ inch upper case letters and numerals by die stamp and applied by a similar method to the fiberglass reinforced plastic signs. Painting, screening, or engraving the notation will not be allowed. The notation shall be applied without damaging the finish of the sign.

Signs with a protective overlay film shall be marked with a dot of 3/8 inch in diameter. The dot placed on the white border shall be black, while the dot placed on black border shall be white. The dot shall be placed on the lower border of the sign before application of the protective overlay film and shall not be placed over the legend and bolt holes. The application method and exact location of the dot shall be determined by the manufacturer of the signs.

For sign panels that have a minor dimension of 48 inches or less, no splice will be allowed in the retroreflective sheet except for the splice produced during the manufacturing of the retroreflective sheeting. For sign panels that have a minor dimension greater than 48 inches, only one (1) horizontal splice will be allowed in the retroreflective sheeting.

Unless specified by the manufacturer of the retroreflective sheeting, splices in retroreflective sheeting shall overlap by a minimum of one inch. Splices shall not be placed within 2 inches from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retroreflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions and during transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate. Finished sign panels shall be transported and stored by a method that protects the face of signs from damage. The Contractor shall replace wet, damaged, and defective signs.

Signs shall be stored in a dry environment at all times. Signs shall not rest directly on the ground or become wet during storage. Signs, whether stored indoor or outdoor, shall be free standing. In areas of high heat and humidity, signs shall be stored in enclosed climate controlled trailers or containers. Signs shall be stored indoor if the duration of the storage will exceed thirty (30) days.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

The Contractor shall assume the costs and responsibilities resulting from the use of patented materials, equipment, devices, and processes for the Contractor's work.

Salvage Sign Panel

Roadside sign panel and mounting hardware shall be removed from post at the locations shown on the plans and as directed by the Engineer. Sign panel shall be removed from mounting hardware. Signpost shall be protected and remain in place. Hardware shall be disposed of.

The roadside sign panels not reset on-site shall be salvaged and delivered to the City Maintenance Yard as directed by the Engineer.

Roadside Sign / Roadside Sign on Existing Post

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

All new sign panels shall be fabricated from 1/16-inch minimum thickness aluminum, and have High Intensity Prismatic (HIP) sheeting meeting current MUTCD retroreflectivity requirements. New signs shall match existing panel sizes, and shall have the manufacture date stamped on the lower back in a manner that is clearly visible after installation.

Roadside sign on existing pole shall be installed with galvanized fastening hardware to existing pole at the locations shown on the plans and as directed by the engineer. Roadside signposts shall be Ulti-Mate sign support system, with EZ Installation anchor, as manufactured by Western Highway Products or approved equal. Ulti-Mate posts for roadside signs shall conform to State Standard Plan RS1 and RS4. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer and as directed by the Engineer.

Posts shall be 12-gage galvanized steel 1-3/4 inch square tube with perforations, weighing 2.09 pounds per linear foot.

The Contractor shall protect from damage, any utilities and other non-highway facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

Measurement and Payment

The contract price per each “**Remove & Replace Roadside Sign & Post**”, “**Install Roadside Sign & Post**” and “**Install Roadside Sign on Post**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in signage, and related incidental work, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing and installing protective overlay on signs will be considered as included in the contract price paid per each sign of the various types and no separate payment will be made therefor.

BID ITEM NO. 113 - REMOVE & REPLACE DETECTOR LOOP

General

The work consists of placement and replacement of signal loops and lead-in wire at intersections as indicated on the plans.

All replaced signal loops shall be standard 6 foot by 6 foot rectangular loops unless specifically called out otherwise. Any changes to loop type, placement pattern, or installation may be performed only as allowed by the Engineer.

All such work shall conform to Section 86 of the Standard Specifications and these Special Provisions. No materials are to be reused.

Any necessary temporary modifications, which are required to maintain working signals, shall be performed by the Contractor as part of the work. The maximum allowable time between disconnecting the existing loops and placing the new loops into operation shall be twelve (12) calendar days. Failure to meet this schedule will cause the work to be performed by City forces and the Contractor to be back charged for those expenses.

Prior to initiating any work on the signal loops, the Contractor shall prepare drawings of all existing signal loops in the affected work area. The drawing shall show type and location of the existing loops, routing of wiring, and the proposed replacement locations.

Materials

Loop detector wire and lead-in cable shall conform to Subsection 86-5.01A (4) of the Standard Specifications.

Paint binder shall conform to the provisions of Section 94, "Asphaltic Emulsions", of the Standard Specifications.

Construction

Where the sump of an existing pull box is disturbed by the Contractor's operations, it shall be reconstructed. If the sump was grouted, the old grout shall be removed and new grout placed.

Detectors will be disconnected or connected by the Contractor, who shall provide the Engineer with one (1) week notice prior to such activity. Timing adjustments shall be made by City Electrical Division personnel.

The Contractor shall mark the locations of the new loop detectors in the field prior to beginning their installation. The City Traffic Engineering Division shall be contacted to review the loop locations as marked by the Contractor. Loop installation operations shall commence only after approval is granted by the Traffic Engineer.

Advance warning loops shall be located as outlined in Table 9-1, "Suggested Detector Setbacks from Limitline" in the State Traffic Manual.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), "Installation Details", of the Standard Specifications, detector loop slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of the slots. The slots shall then be filled with asphaltic concrete sealants using hot melt loop sealant.

The temperature of sealant material during installation shall be above 70 degrees Fahrenheit. Air temperature during installation shall be above 50 degrees Fahrenheit. Hot melt sealant placed in the slots shall be compacted by use of an eight-inch diameter by 1/8-inch-thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be 5/8 inch. Excess sealant remaining after rolling shall not be reused. Traffic may be released immediately over compacted material.

The Contractor shall test all detectors with a motor-driven cycle as defined in the California Vehicle Code. Such cycle shall be licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than three (3) miles per hour nor more than seven (7) miles per hour.

Traffic signal loops damaged due to grinding, cold planing, remove & replace, paving, or any other related construction shall be replaced within two (2) weeks following the damage.

Measurement and Payment

The contract unit price paid for “**Remove & Replace Detector Loop**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Signal Loop Detector, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

BID ITEM NO. 114 - SALVAGE PLANTER

BID ITEM NO. 115 - INSTALL SALVAGED PLANTER

General

The work consists of salvaging and storing offsite existing concrete planters prior to preparing roadway for resurfacing and reinstalling salvaged concrete planters after

placement of surfacing. The existing roadside signs within the concrete planters also require salvaging and reinstallation.

Measurement and Payment

The contract unit price paid for “**Salvage Planter**” and “**Install Salvaged Planter**” will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Salvaging and Installing Salvaged Planters, complete in place, including removal, storage, protection, re-installing, providing salvaged planters to City, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

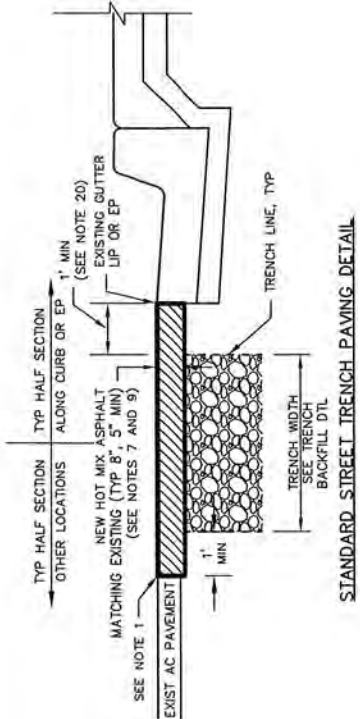
BID ITEM NO. 116 - SUPPLEMENTAL WORK

The City may authorize payment under the “Supplemental Work” item for extra work related to changes or deviations in the scope of work as described in the Project Plans and Special Provisions. The Engineer shall determine such changes. The General Provisions for extra work mark-up will apply.

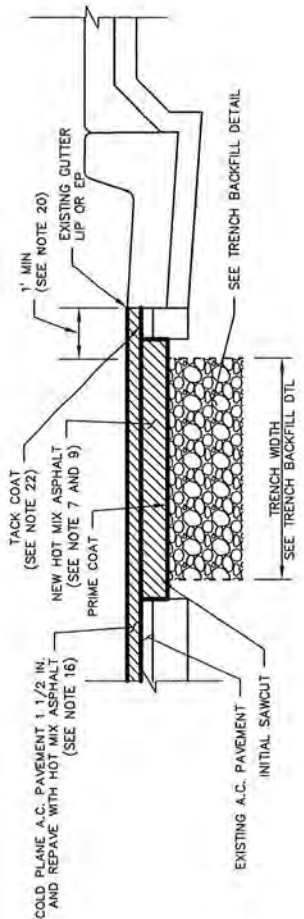
All work performed under “Supplemental Work” must be authorized by the Engineer’s written order. Payment may be made following the execution of a Supplemental Work Authorization.

Measurement and Payment

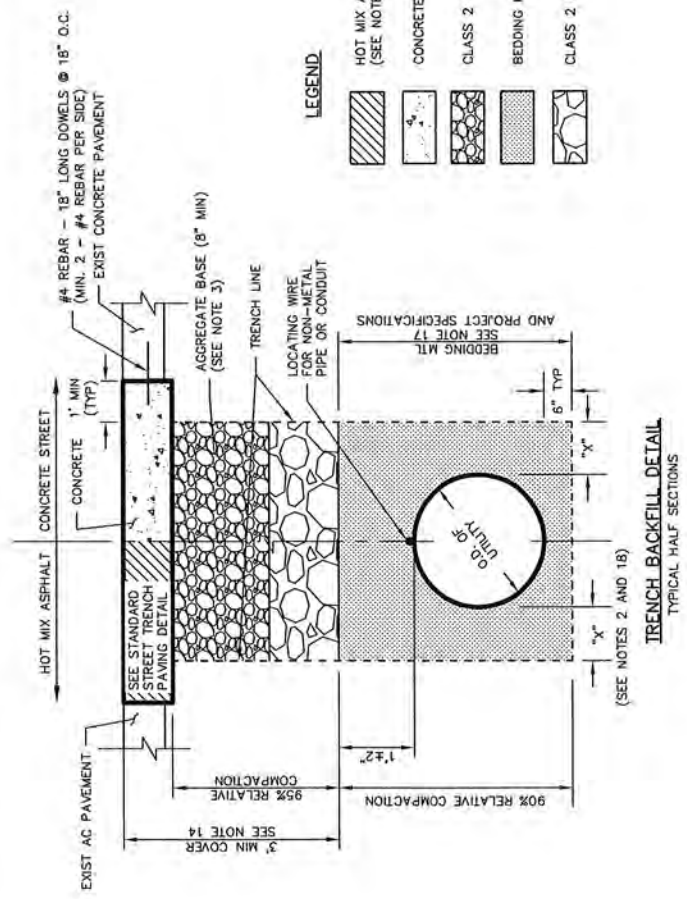
“**Supplemental Work**” is shown as a lump sum item in the Bid Schedule. The amount of this item will represent the value of extra work items performed and authorized via Supplemental Work Authorization. The Contractor will be paid on pro rata basis for the work done per month, and said payment will be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed and as may be required to complete the work.



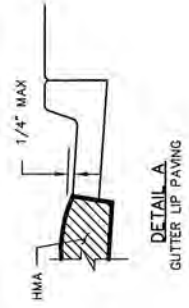
STANDARD STREET TRENCH PAVING DETAIL



MORATORIUM STREET TRENCH PAVING DETAIL
(SEE NOTE 13 AND 16 FOR MORATORIUM STREETS)



TRENCH BACKFILL DETAIL
TYPICAL HALF SECTIONS
(SEE NOTES 2 AND 18)



DETAIL A
GUTTER LIP PAVING

LEGEND

- HOT MIX ASPHALT (HMA) PAVING (SEE NOTE 9)
- CONCRETE PAVEMENT
- CLASS 2 AGGREGATE BASE (AB)
- BEDDING MATERIAL (SEE NOTE 17)
- CLASS 2 AGGREGATE BASE (AB)

STANDARD DETAIL
TRENCH EXCAVATION AND
SURFACE RESTORATION

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

DATE: 7/6/16
R.C.E. 64582
DATE: 7/6/16
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
DESIGN: HEI
DRAWN: HEI
CHECK: _____
DATE: 06/2016
SCALE: _____
BOOK: _____
PLAN: 8136
FILE: 20-B-155
SHEET: 1 OF 2

NOTES:

1. TRENCH EXCAVATION IN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE CITY OF BERKELEY GENERAL REGULATIONS FOR TRENCH EXCAVATION AND SURFACE RESTORATION IN THE PUBLIC RIGHT OF WAY. CUT THROUGH THE FULL DEPTH OF EXISTING SURFACING TO A NEAT STRAIGHT LINE AT LEAST 1.0 FOOT OUTSIDE THE TRENCH LINE. RECUT PAVEMENT EDGES DAMAGED DURING CONSTRUCTION TO NEAT LINES PRIOR TO PAVING. APPLY PAINT BINDER (TACK COAT) TO ALL VERTICAL SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF CALTRANS STANDARD SPECIFICATIONS.
2. MINIMUM WIDTH OF TRENCH SHALL BE IN ACCORDANCE WITH THE DIMENSION SHOWN ON THE TRENCH BACKFILL DETAIL. DIMENSIONS "X" IS SHOWN BELOW FOR THE UTILITY "O.D."

UTILITY O.D.	"X" MIN
UNDER 1.0'	0.5'
1.0' TO 4.5'	1.0'
OVER 4.5'	2.0'
3. CLASS 2 AGGREGATE BASE (AB) SHALL BE INSTALLED IMMEDIATELY BELOW THE PAVEMENT SECTION TO BE REPLACED. THE AB QUALITY, GRADATION AND THE METHOD OF INSTALLATION SHALL BE IN CONFORMANCE WITH SECTION 26 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION. THE DEPTH OF THE AB SHALL BE IN ACCORDANCE WITH THE TRENCH BACKFILL DETAIL. 95% RELATIVE COMPACTION IS REQUIRED.
4. RELATIVE COMPACTION SHALL BE DETERMINED BY CALIFORNIA TEST NUMBER 231 (NUCLEAR GAUGE) OR APPROVED EQUAL. PERMITTEE SHALL ARRANGE AND PAY FOR THE TEST FOR RELATIVE COMPACTION WHEN ORDERED BY THE ENGINEER. THE TEST SHALL BE PERFORMED BY A QUALIFIED MATERIAL TESTING LABORATORY AND TEST RESULTS BE SUBMITTED TO ENGINEERING FORTY-EIGHT (48) HOURS IN ADVANCE OF PERMANENT PAVING OPERATION.
5. PERMITTEE SHALL PLACE TEMPORARY BITUMINOUS RESURFACING TWO (2) INCHES IN THICKNESS OVER THE COMPACTED BACKFILL AREAS. GREATER THICKNESS MAY BE REQUIRED FOR MAJOR INTERSECTIONS AND OTHER CRITICAL AREAS BY THE ENGINEER AS NECESSARY. STEEL PLATES MAY BE USED AS AN ALTERNATIVE IF APPROVED BY ENGINEER.
6. TEMPORARY BITUMINOUS RESURFACING (CUT-BACK) SHALL BE MECHANICALLY COMPACTED IN PLACE TO A UNIFORM, EVEN SURFACE AND SHALL BE TRUE TO STREET GRADE AND CROSS SECTION. THE PERMITTEE SHALL REGULARLY INSPECT AND MAINTAIN THE TEMPORARY BITUMINOUS RESURFACING UNTIL THE EXCAVATION IS PERMANENTLY PAVED. THE SURFACING SHALL NOT VARY TO MORE THAN 1/2" FROM THE EDGE OF A 10 FOOT STRAIGHT EDGE. UPON NOTIFICATION, THE PERMITTEE SHALL CORRECT THE SURFACE DEFICIENCY WITHIN 48 HOURS. LOOSE ROCKS AND OTHER DEBRIS GENERATED FROM TEMPORARY RESURFACING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE WORKSITE.
7. TEMPORARY BITUMINOUS RESURFACING SHALL BE REMOVED BEFORE PLACEMENT OF FINAL PAVING. FINAL PAVING SHALL BE MINIMUM FIVE (5) INCHES THICK OR SAME AS THE EXISTING PAVEMENT, WHICHEVER IS GREATER. THE PAVEMENT SHALL BE PLACED ON UNDISTURBED PREVIOUSLY COMPACTED BACKFILL AREAS.
8. PAVEMENT OUTSIDE OF THE FINAL CUT LINE DAMAGED BY THE PERMITTEE'S OPERATIONS SHALL BE REMOVED BY SAW-CUTTING IN LINES PERPENDICULAR OR PARALLEL TO THE ORIGINAL TRENCH LINES. NO DIAGONAL CUTS WILL BE PERMITTED.
9. HOT MIX ASPHALT (HMA) SHALL BE TYPE A IN CONFORMANCE WITH SECTION 39 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS, UNLESS OTHER WISE SPECIFIED IN THE ENCROACHMENT PERMIT CONDITIONS OR AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT. HMA SHALL BE COMPACTED TO 95% RELATIVE COMPACTION.
10. THE TOP 1 1/2" OF HMA SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 1/2" UNLESS OTHERWISE SPECIFIED. THE HMA BENEATH THE TOP LAYER SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".
11. UPON COMPLETION OF PAVING OPERATIONS THE PERMITTEE SHALL IMMEDIATELY REPLACE ALL PAVEMENT MARKING AND TRAFFIC STRIPING DAMAGED OR REMOVED BY HIS OPERATIONS. PAVEMENT MARKINGS AND TRAFFIC STRIPINGS SHALL BE REPLACED IN KIND OR WITH SUBSTITUTE MATERIAL APPROVED BY THE ENGINEER.
12. WHEN ANY PORTION OF THE CURB AT A LEGAL PEDESTRIAN CROSSWALK OR ANY PORTION OF THE SIDEWALK IN IMMEDIATE CONTACT WITH SUCH CURB IS REMOVED BY THE PERMITTEE OPERATIONS, THE PERMITTEE SHALL CONSTRUCT, AS PART OF HIS REPLACEMENT OPERATIONS, A CURB RAMP AS SHOWN IN CITY OF BERKELEY STANDARD DETAIL NO. 6780.
13. EXCAVATION ON STREETS RECONSTRUCTED OR RESURFACED WITHIN THE LAST 5 YEARS WILL NOT BE PERMITTED EXCEPT FOR CONDITIONS ENUMERATED IN THE CITY OF BERKELEY GENERAL REGULATIONS AND FOR TRENCH EXCAVATION AND SURFACE RESTORATION IN THE PUBLIC RIGHT OF WAY.
14. MINIMUM COVER OVER UTILITIES IS GOVERNED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION. UTILITY OWNERS SHALL CONSIDER PLACING THEIR UTILITY LINE AT A GREATER DEPTH TO AVOID FUTURE RELOCATION DUE TO STREET/ROAD RECONSTRUCTION. THE INCREASED DEPTH SHOULD INCLUDE SUFFICIENT CLEARANCE BETWEEN THE UTILITY AND PAVEMENT STRUCTURAL SECTION UPGRADE TO PREVENT DAMAGE BY CONSTRUCTION EQUIPMENT. THE PUBLIC WORKS DEPARTMENT RECOMMENDS A MINIMUM OF 36 INCHES OF COVER BELOW THE PAVEMENT SURFACE IN ROADWAYS AND 24 INCHES BELOW FINISH GRADE IN SIDEWALKS AND OTHER PUBLIC RIGHT OF WAY.
15. RESTORATION OF THE TRENCH EXCAVATION ON CALTRANS RIGHT OF WAY (SAN PABLO AVE., ASHBY AVE., AND TUNNEL RD.) SHALL BE IN ACCORDANCE WITH CALTRANS ENCROACHMENT PERMIT.
16. RESTORE PAVEMENT AS FOLLOWS: FOR TRENCHES PARALLEL WITH THE CENTERLINE OF THE STREET, COLD PLANE AND REPAVE THE LANE IN WHICH THE TRENCH LIES. FOR TRANSVERSE TRENCHES, COLD PLANE AND REPAVE 1/2 LANE WIDTH ON EACH SIDE OF THE TRENCH. FOR BELL HOLES, COLD GRIND AND PAVE 1 LANE WIDTH ON EACH SIDE OF THE EXCAVATION. PRIOR TO COLD PLANING, THE TRENCH SHALL BE PAVED IN 3 INCH MAXIMUM LIFTS TO THE ORIGINAL SURFACE GRADES OR TO WITHIN 1 1/2 INCHES OF THE EXISTING SURFACE. IF THE CONTRACTOR ELECTS TO PAVE WITHIN 1 1/2 INCHES OF THE EXISTING SURFACE, THE REMAINING 1 1/2 INCHES MUST BE PAVED WITH CUT BACK ASPHALT UNTIL THE SURFACE IS PLANED. FINAL PAVING SHALL COMMENCE WITHIN 3 DAYS AFTER COLD GRINDING. ALL LOOSE MATERIAL SHALL BE REMOVED FROM THE AREA TO BE REPAVED PRIOR TO REPAVING.
17. BEDDING MATERIAL SHALL BE CLASS 2 AB OR CRUSHED ROCK PER 2015 GREENBOOK, TABLE 200-1.2.1(A), 3/4" SIEVE SIZE. ALTERNATIVE MATERIALS SHALL BE APPROVED BY THE PUBLIC WORKS DEPARTMENT. IN NO CASE SHALL "PEA" GRAVEL BE ALLOWED. A MAXIMUM OF 6 INCHES OF SAND MAY BE USED AS A BEDDING MATERIAL FOR COMMUNICATION, GAS AND ELECTRIC CONDUITS ONLY.
18. FOR GAS, ELECTRIC AND COMMUNICATION CONDUITS WITH AN OUTSIDE DIAMETER EQUAL TO OR LESS THAN 4 INCHES, THE TRENCH WIDTH MAY BE REDUCED TO NO LESS THAN 12 INCHES.
19. UNSUITABLE NATIVE MATERIAL SHALL BE EXCAVATED BELOW THE LIMIT OF EXCAVATION AND REPLACED WITH SUITABLE BACKFILL MATERIAL WHEN DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
20. WHERE THE TRENCH PARALLELS CURB AND THE NEAREST TRENCH LINE IS LESS THAN 3 FEET FROM THE GUTTER LIP, ALL EXISTING HMA SHALL BE REPLACED TO THE GUTTER LIP.
21. SLURRY CEMENT BACKFILL SHALL COMPLY WITH SECTION 19-3.02E OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.
22. APPLY PAINT BINDER (TACK COAT) TO ALL EXISTING AC AND CONCRETE SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
TRENCH EXCAVATION AND
SURFACE RESTORATION

SUBMITTED: _____ DATE: 7/6/16
 _____ R.C.E. 64582
 SUPERVISING CIVIL ENGINEER

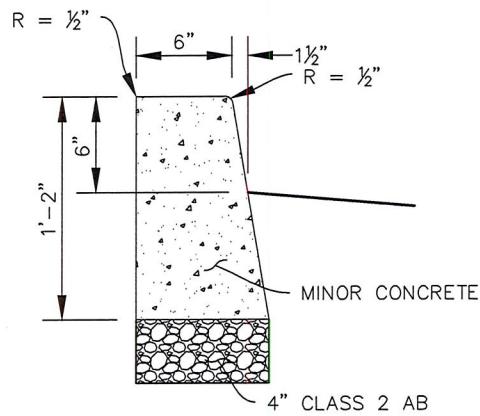
APPROVED: _____ DATE: 7/6/16
 _____ R.C.E. 66014
 MANAGER OF ENGINEERING

DESIGN: <u>HEI</u>	DATE: <u>06/2016</u>	PLAN: <u>8136</u>
DRAWN: <u>HEI</u>	SCALE: _____	FILE: <u>20-B-155</u>
CHECK: _____	BOOK: _____	SHEET: <u>2 OF 2</u>

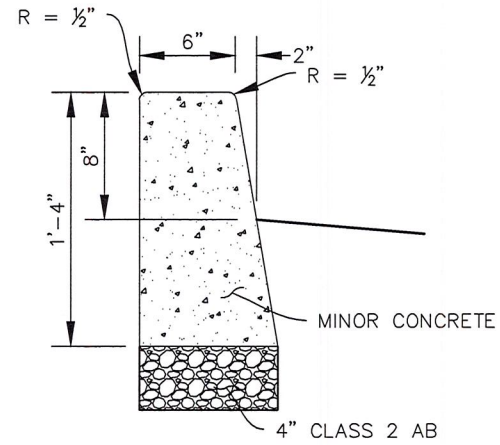
GENERAL NOTES FOR CONCRETE FLAT WORK

1. CURB RAMPS SHALL CONFORM TO THE LATEST EDITION AND REVISED STANDARD PLAN (RSP) OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS AND STANDARD PLAN A88A AND A88B.
2. PORTLAND CEMENT CONCRETE FOR SIDEWALK, CURB, DRIVEWAY, GUTTER AND VALLEY GUTTER SHALL BE MINOR CONCRETE CONFORMING TO THE REQUIREMENTS OF SECTION 90-2 "MINOR CONCRETE" OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS. NO BAGGED MIX IS PERMITTED.
3. BUS PAD CONCRETE SHALL BE DESIGNED WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AND SHALL BE SAMPLED (3 CYLINDERS REQ'D) AND TESTED.
4. EXISTING SUBGRADE SURFACE SHALL BE RE-GRADED (IF NECESSARY) AND RE-COMPACTED (MIN 95% RELATIVE COMPACTION) TO CONFORM TO THE GRADES SHOWN ON THE PLANS.
5. NEW CONCRETE WORK SHALL MATCH EXISTING IN FINISH, SCORE PATTERN, AND COLOR, OR AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
 - a) ROSE COLORED CONCRETE SHALL CONTAIN 6 POUNDS OF DAVIS #160 (ROSE) PER CUBIC YARD.
 - b) ALL OTHER CONCRETE SHALL CONTAIN 1.5 POUND OF LAMPBLACK PER CUBIC YARD.
6. NO ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF THE ENGINEER.
7. CURBS, SIDEWALKS, DRIVEWAYS, AND CURB RAMPS SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN 3 DAYS AFTER PLACING CONCRETE. CONCRETE SHALL BE ALLOWED TO CURE FOR AT LEAST 48 HOURS PRIOR TO BACKFILLING.
8. MAXIMUM SLUMP OF FRESH CONCRETE PERMITTED IN THESE ITEMS SHALL BE 4 INCHES. SLUMP SHALL BE DETERMINED BY EITHER ASTM C-143 OR CALIFORNIA TEST METHOD NO. 520 AT THE ENGINEER'S DISCRETION. CONCRETE SHALL BE TRANSPORTED IN TRUCK MIXERS OR AGITATORS AND DISCHARGED WITHIN 70 MINUTES OF LEAVING THE PLANT.
9. WEAKENED PLANE JOINTS AT LEAST 1-1/2 INCHES DEEP AND 1/8 INCHES WIDE SHALL BE PLACED AT 10 FEET MAXIMUM SPACING.
10. EXPANSION JOINT FILLER FOR CONCRETE (BITUMINOUS TYPE) MUST BE IN COMPLIANCE WITH ASTM D 994.
11. ALL NEW CURB, SIDEWALK, VALLEY GUTTER AND DRIVEWAYS CONSTRUCTED ADJACENT TO EXISTING CONCRETE CURB OR SIDEWALK SHALL BE DOWELLED TO THE EXISTING CONCRETE. THE DOWELS SHALL BE #4 REBAR, 18 INCHES LONG AT 18 INCHES MAXIMUM SPACING. DOWELS SHALL BE EMBEDDED A MINIMUM OF 8-INCHES IN A 5/8 INCH DRILLED HOLE (EXIST. CONC.).
12. SIDEWALK SHALL BE CONSTRUCTED WITH EXPANSION JOINTS AT EACH BEGINNING OF CURVE (BC) AND END OF CURVE (EC).
13. CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS SHALL BE GIVEN A MEDIAN BROOM FINISH. THE SURFACE SHALL FIRST BE GIVEN A FLOATED FINISH AND FINAL TROWELING SHALL BE DONE WITH A STEEL TROWEL. THE FINISHED SURFACE SHALL BE FREE OF ALL TROWEL MARKS AND SHALL BE UNIFORM IN TEXTURE AND APPEARANCE, BROOM TEXTURE SHALL BE IN THE LONGITUDINAL DIRECTION.
14. CLASS 2 AGGREGATE BASE (CL 2 AB) SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION) AND SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% RELATIVE COMPACTION.
15. EXISTING ASPHALT CONCRETE SHALL BE SAWCUT, REMOVED AND RECONSTRUCTED FOR A MINIMUM OF 2- FEET WITHIN EDGES OF CONCRETE WORK. HOT MIX ASPHALT SHALL BE A MINIMUM THICKNESS OF 8" AND CL 2 AB SHALL MATCH EXISTING THICKNESS. AS APPROVED BY THE CITY ENGINEER. SEE PLAN 8148 "CURB AND GUTTER RETROFIT" FOR ADDITIONAL REQUIREMENTS.

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



STANDARD 6" VERTICAL CURB DETAIL



STANDARD 8" VERTICAL CURB DETAIL

NOTE:

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

STANDARD DETAIL
VERTICAL CONCRETE CURB

SUBMITTED:
Dan Zrby
SUPERVISING CIVIL ENGINEER

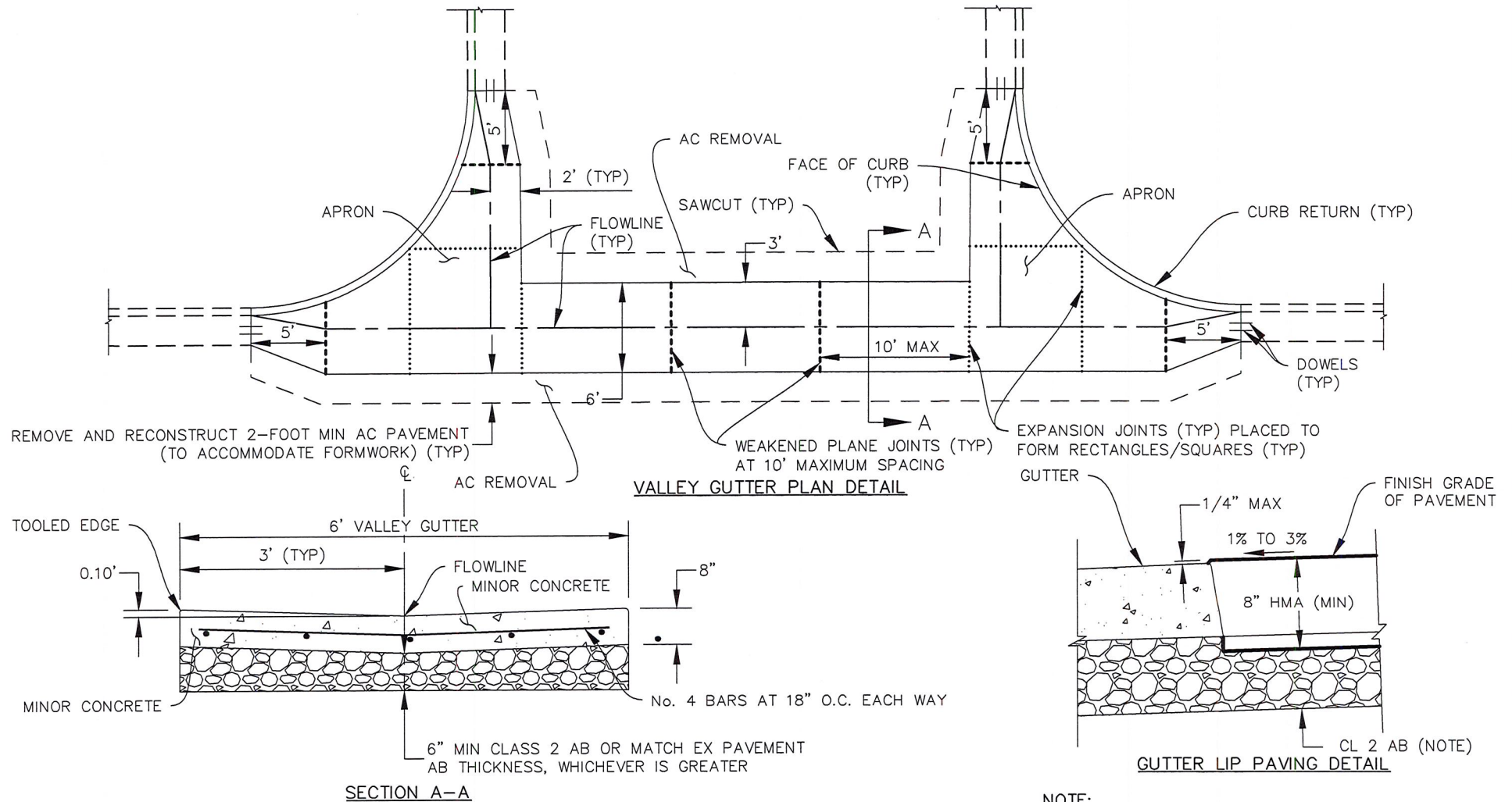
APPROVED:
[Signature]
MANAGER OF ENGINEERING

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

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

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

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



NOTE:

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

NOTE:

1. PAVEMENT SECTION SHALL BE AS APPROVED BY THE CITY ENGINEER. LAYERS SHALL NOT BE LESS THAN THE EXISTING THICKNESS.

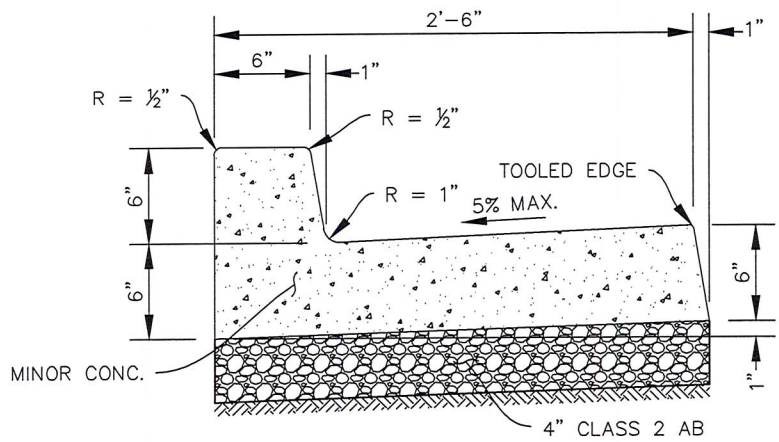
**STANDARD DETAIL
VALLEY GUTTER**

SUBMITTED: Don Derby
SUPERVISING CIVIL ENGINEER
APPROVED: D-LQ
MANAGER OF ENGINEERING

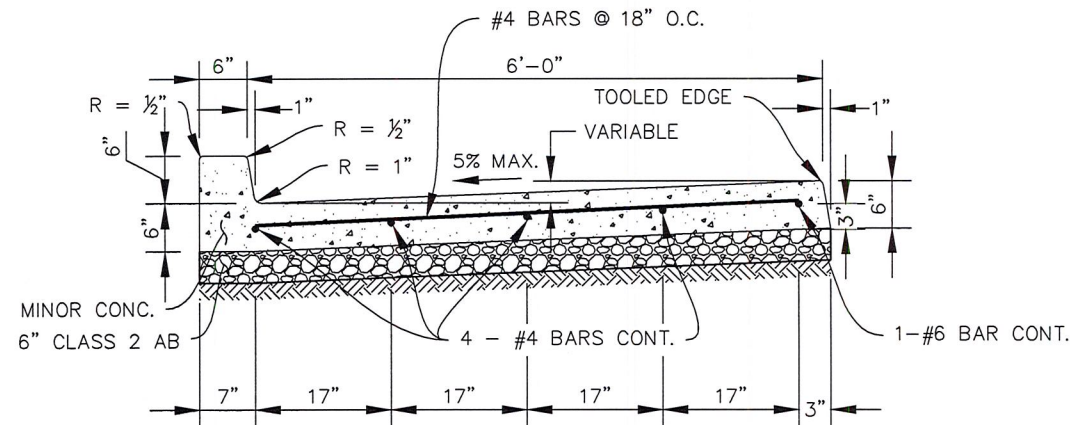
DATE: 2/27/17
R.C.E. 64582
DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

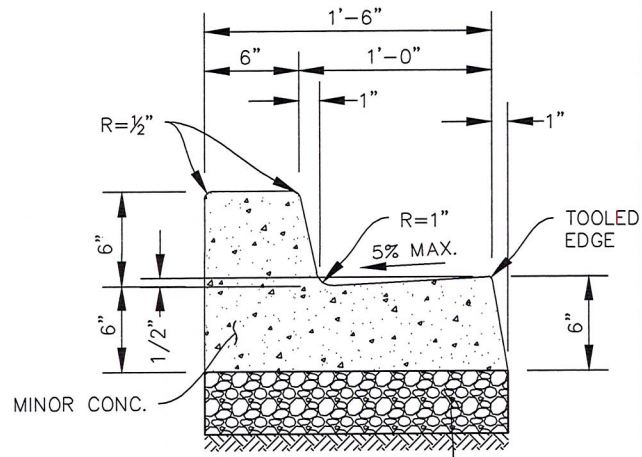
DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8149</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-161</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



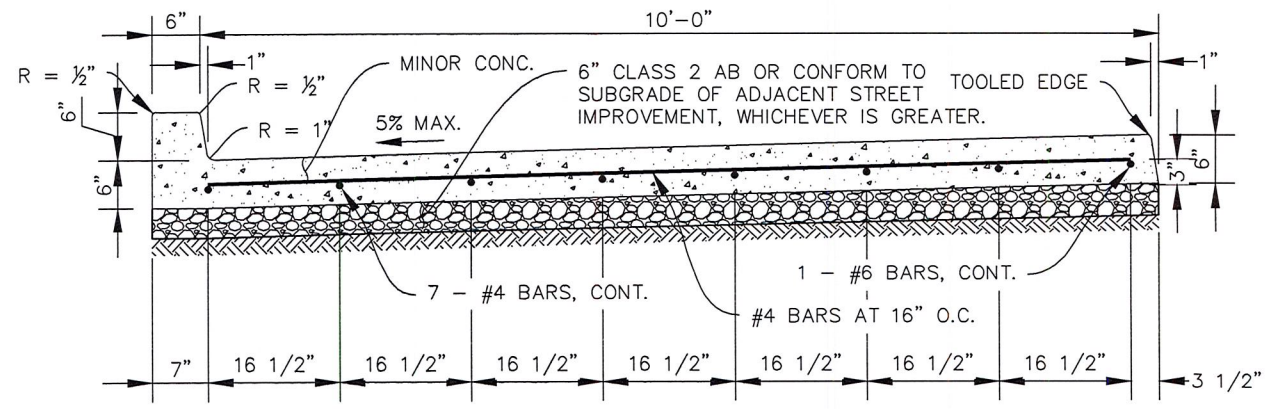
STANDARD CURB AND GUTTER DETAIL



CURB AND 6 FOOT GUTTER DETAIL



CURB AND 1 FOOT GUTTER DETAIL



CURB AND 10 FOOT GUTTER DETAIL

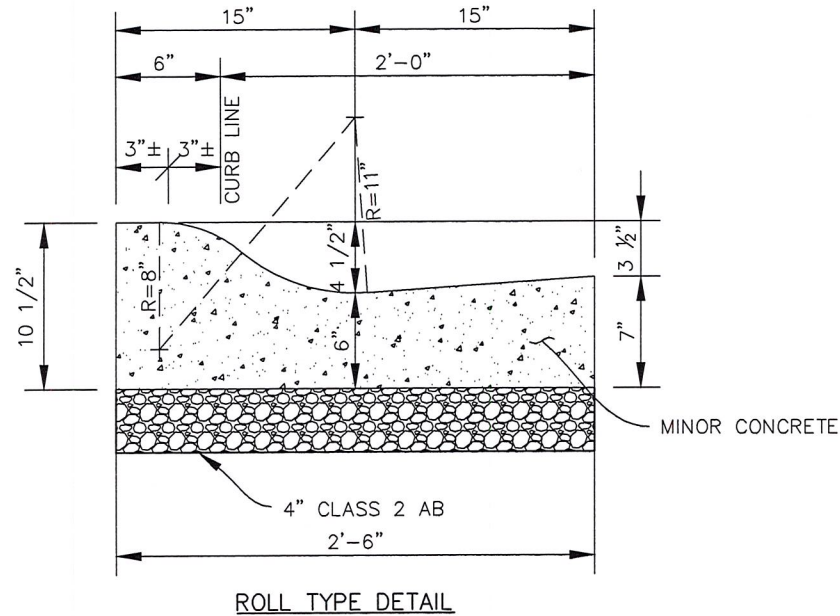
NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
CURB AND GUTTER

SUBMITTED: <i>Don Zrby</i> SUPERVISING CIVIL ENGINEER	DATE: <u>2/27/17</u> R.C.E. <u>64582</u>
APPROVED: <i>R. J. [Signature]</i> MANAGER OF ENGINEERING	DATE: <u>2/28/17</u> R.C.E. <u>66014</u>

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

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



NOTE:

1. TO BE USED ONLY WITH SPECIAL PERMISSION FROM THE CITY ENGINEER.
2. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL
ROLLED CURB

SUBMITTED:
Don Irby
SUPERVISING CIVIL ENGINEER

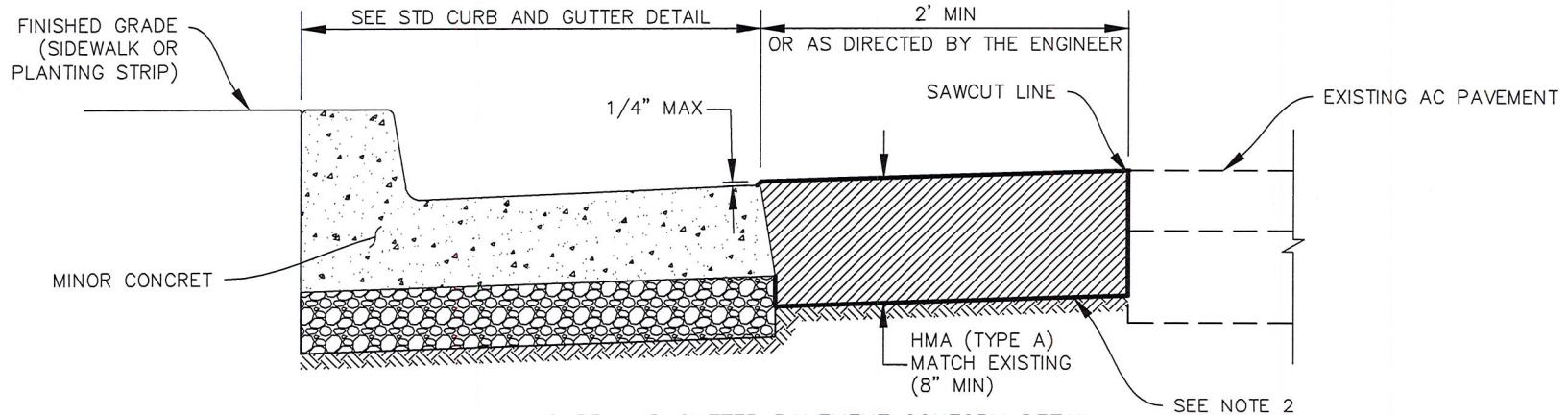
APPROVED:
R. J. [Signature]
MANAGER OF ENGINEERING

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

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

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

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



CURB AND GUTTER PAVEMENT CONFORM DETAIL

NOTES:

1. PAVEMENT CONFORM SHALL BE PAVED IN 2 INCH MAXIMUM LIFTS.
2. APPLY ASPHALTIC EMULSION PAINT BINDER (TACK COAT) TO ALL EXISTING AC AND CONCRETE SURFACES IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS.
3. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

**STANDARD DETAIL
CURB AND GUTTER RETROFIT**

SUBMITTED: _____
Don Kirby
 SUPERVISING CIVIL ENGINEER

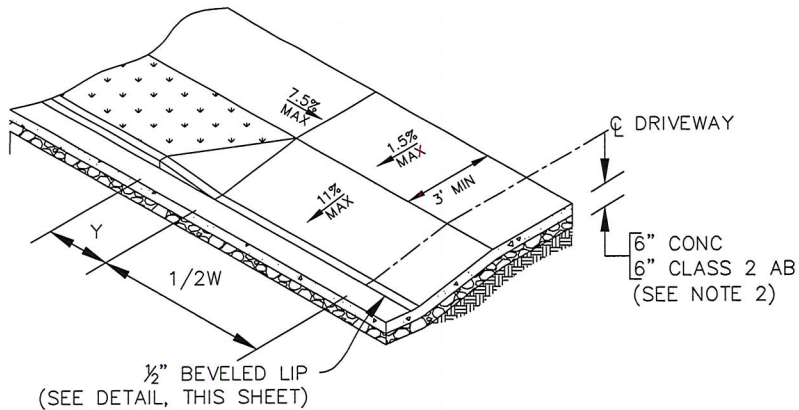
APPROVED: _____
P. J. O.
 MANAGER OF ENGINEERING

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

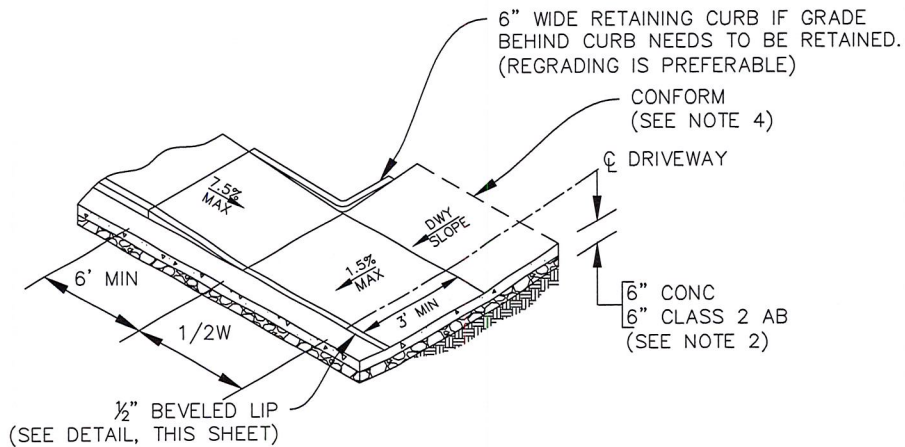
DATE: 2/28/17
 R.C.E. 66014

CITY OF BERKELEY
 DEPARTMENT OF PUBLIC WORKS

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



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



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

NOTES:

- REFER TO GENERAL NOTES FOR CONCRETE WORK.
- RESIDENTIAL DRIVEWAYS SHALL BE 6 INCHES THICK PORTLAND CEMENT CONCRETE (PCC). COMMERCIAL AND INDUSTRIAL DRIVEWAYS SHALL BE 6 INCHES THICK REINFORCED CONCRETE. REINFORCEMENT SHALL BE 6"x6" WELDED WIRE FABRIC, #10 GAUGE MESH OR #4 BARS AT 18 INCH O.C. EACH WAY. THE REQUIRED STRUCTURAL SECTION FOR ANY DRIVEWAY SHALL BE CONTINUOUS FROM THE CURB TO THE BACK OF SIDEWALK.
- DEPTH OF GUTTER FLOWS SHALL BE CALCULATED AND COMPARED TO PROPOSED SIDEWALK ELEVATIONS DURING DESIGN TO ENSURE GUTTER FLOWS ARE CONTAINED AND RUNOFF WITHIN THE PUBLIC RIGHT OF WAY DOES NOT DRAIN ONTO PRIVATE PROPERTY.
- RETAINING CURBS AND DRIVEWAY CONFORMS AS REQUIRED.
- FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

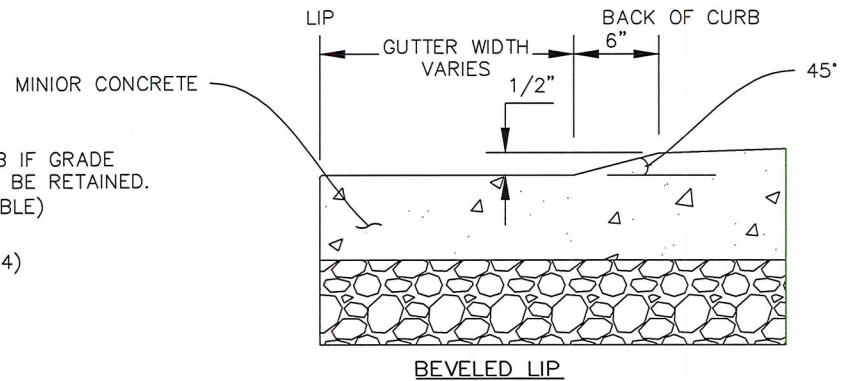


TABLE OF DRIVEWAY DIMENSIONS		
Dimension	Commercial & Industrial	Residential
Y	5' MIN	2' MIN
W	12' MIN	8' MIN

**STANDARD DETAIL
DRIVEWAY**

SUBMITTED:
Don Zib
SUPERVISING CIVIL ENGINEER

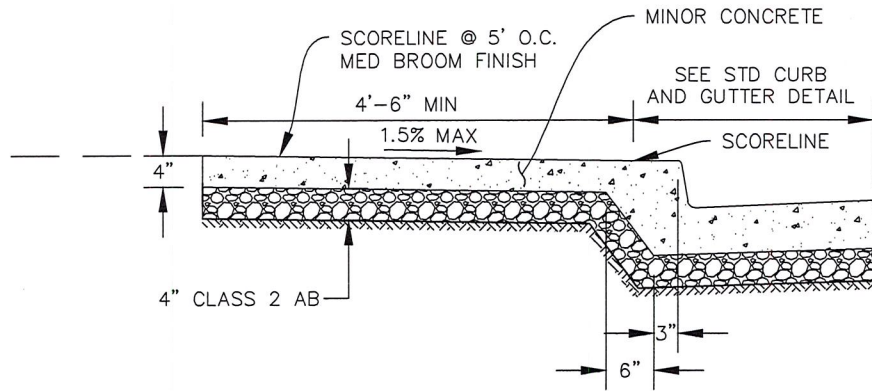
APPROVES:
P-LQ
MANAGER OF ENGINEERING

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

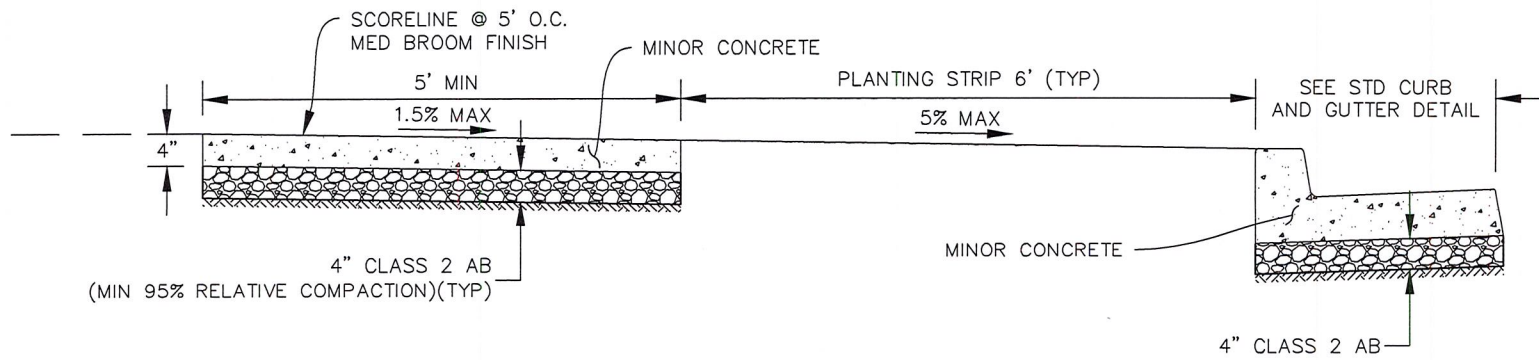
DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

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



STANDARD SIDEWALK DETAIL



STANDARD SIDEWALK WITH PLANTING STRIP DETAIL

NOTE:

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

STANDARD DETAIL
SIDEWALK

SUBMITTED: Don Zrb
SUPERVISING CIVIL ENGINEER

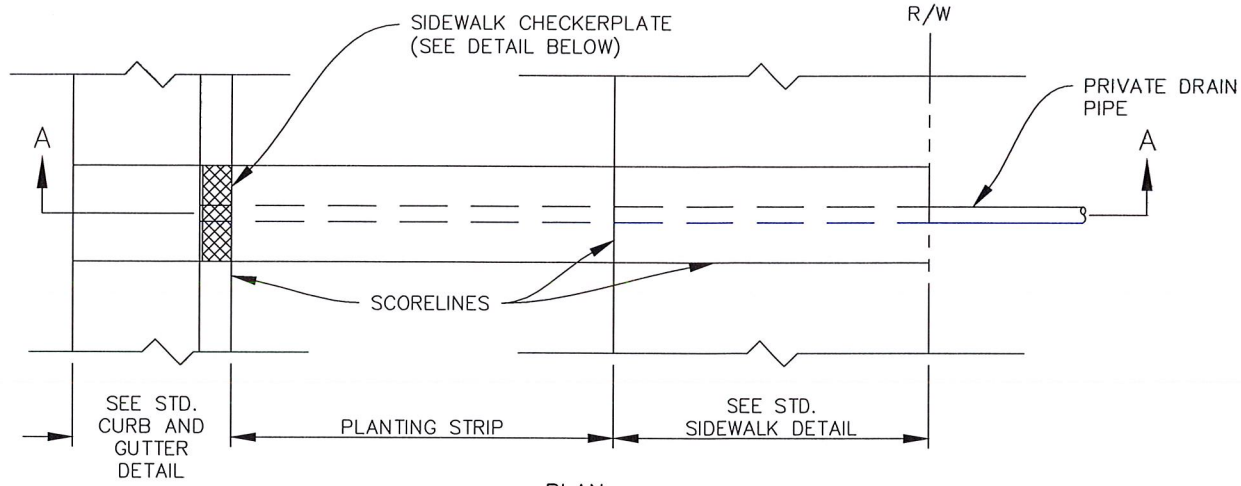
APPROVED: R-LO
MANAGER OF ENGINEERING

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

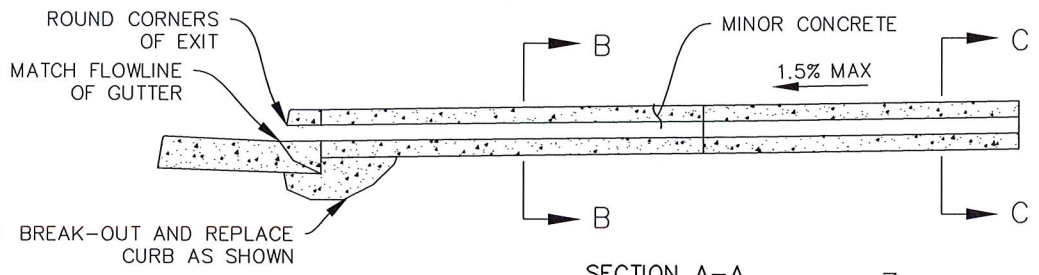
DATE: 2/28/17
R.C.E. 66014

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

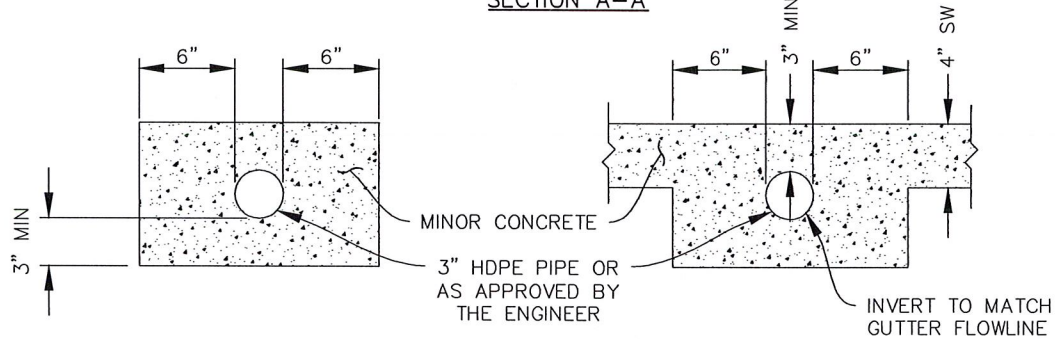
DESIGN: <u>HEI</u>	DATE: <u>01/26/17</u>	PLAN: <u>8153</u>
DRAWN: <u>HEI</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-165</u>
CHECK: <u>MS</u>	BOOK: _____	SHEET: <u>1 OF 1</u>



PLAN

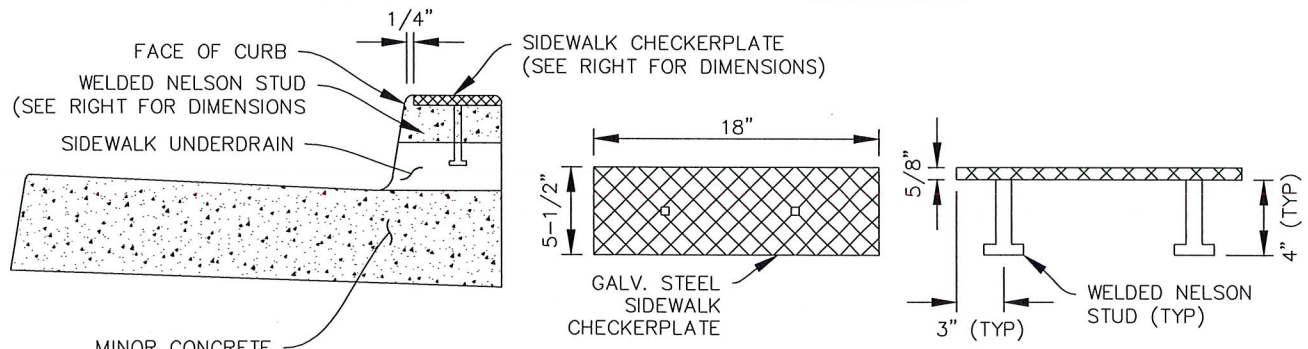


SECTION A-A



SECTION B-B

SECTION C-C



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

SIDEWALK CHECKERPLATE DETAIL

NOTES:

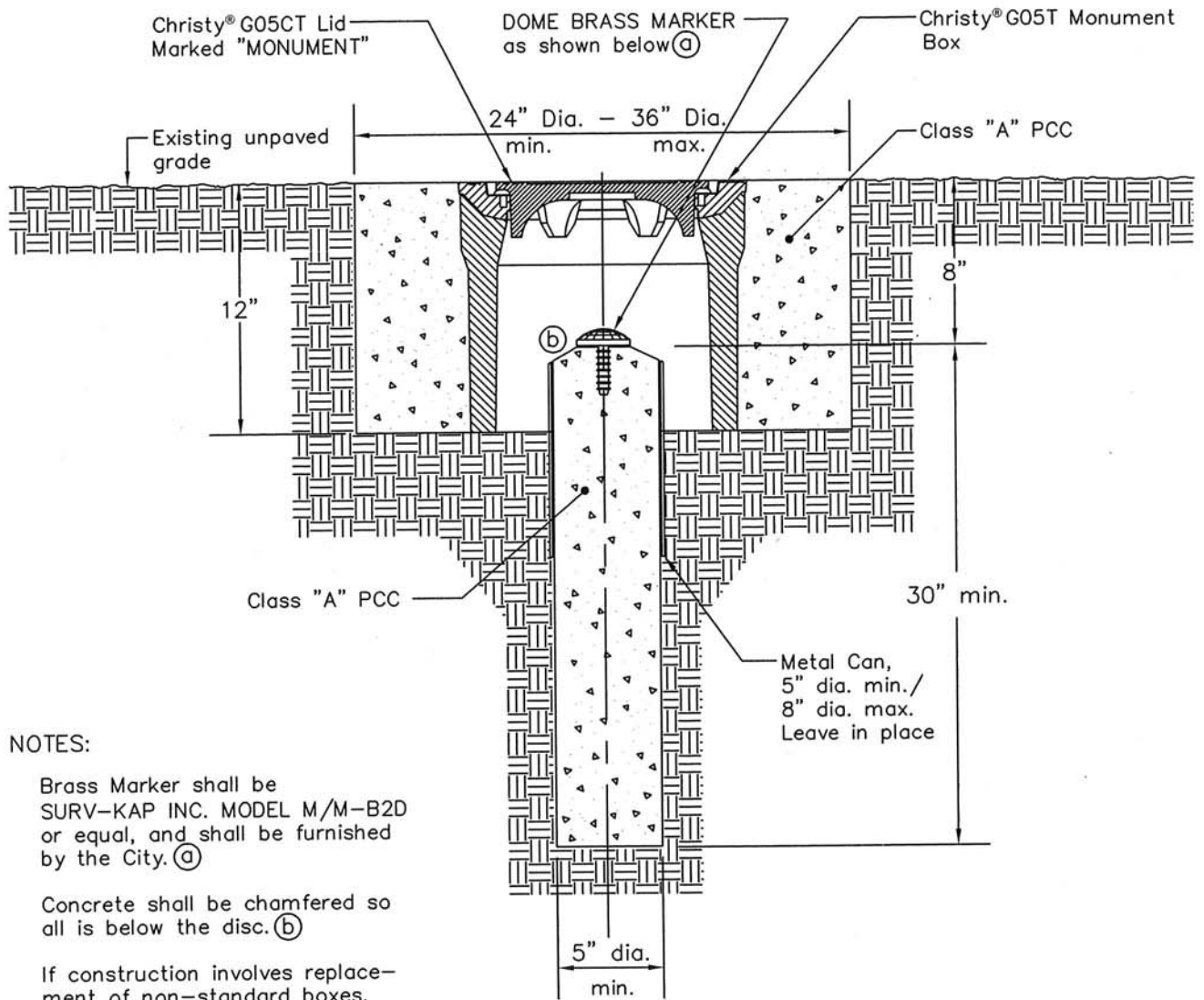
- WHERE SIDEWALK UNDERDRAINS ARE INSTALLED AT LOCATIONS WHERE CURB, GUTTER, AND SIDEWALK IS EXISTING, REMOVE 24" OF CURB AND SIDEWALK SHALL BE SAWCUT AND REMOVED BETWEEN SCORELINES.
- MULTIPLE PARALLEL SIDEWALK UNDERDRAINS SHALL HAVE 4" CLEAR BETWEEN EDGE OF PIPES.
- FOR ADDITIONAL REQUIREMENTS, SEE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

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL
SIDEWALK UNDERDRAIN

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

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

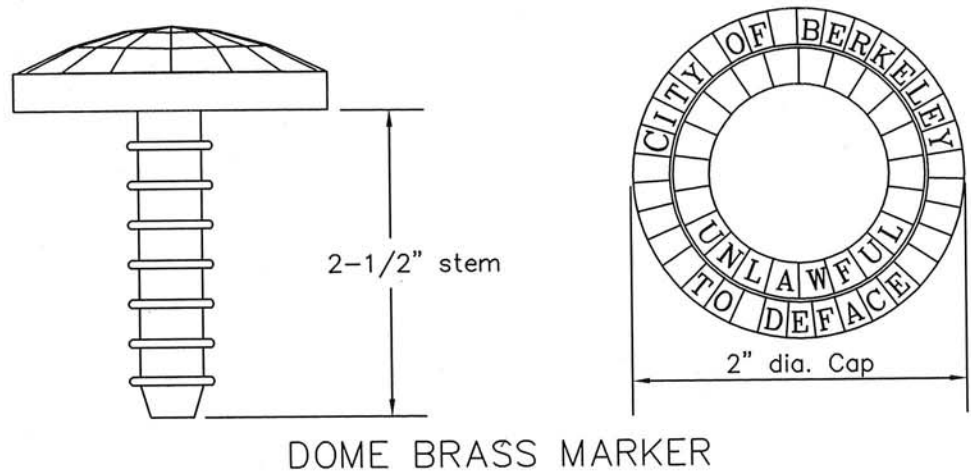


NOTES:

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

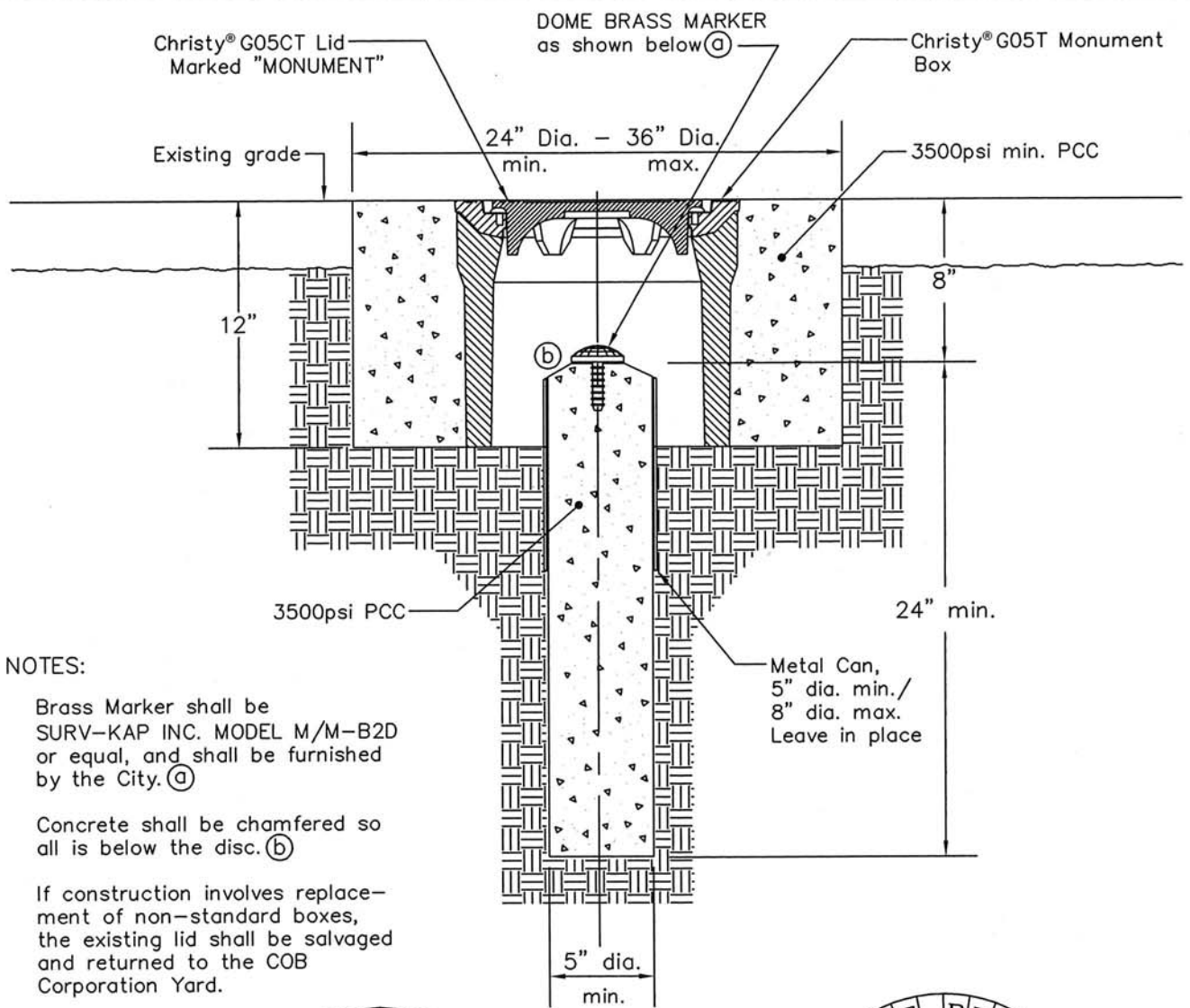
Concrete shall be chamfered so all is below the disc. (b)

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



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

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

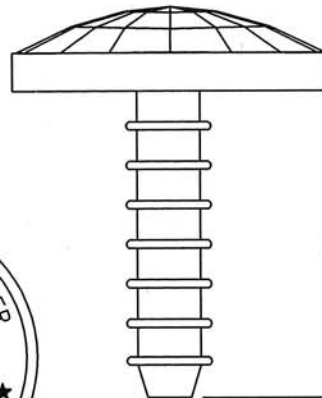


NOTES:

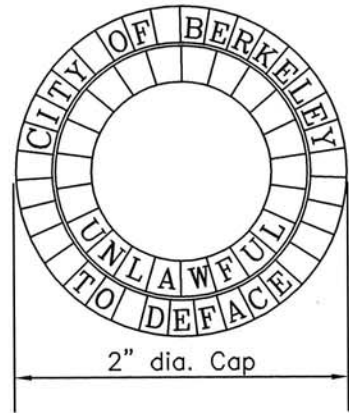
Brass Marker shall be SURV-KAP INC. MODEL M/M-B2D or equal, and shall be furnished by the City. (a)

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

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



2-1/2" stem



2" dia. Cap

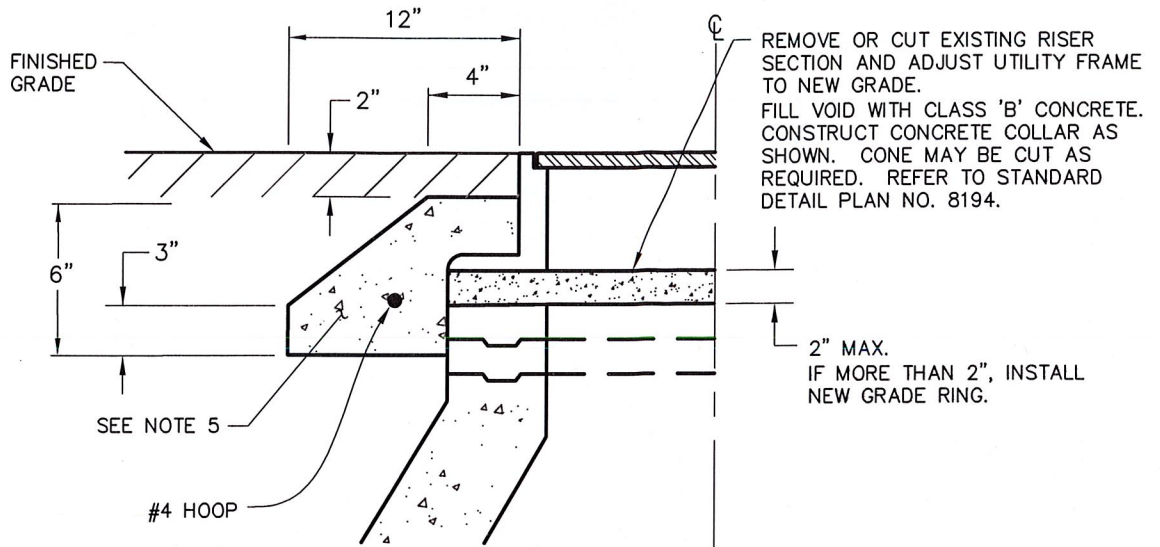
DOMED BRASS MARKER



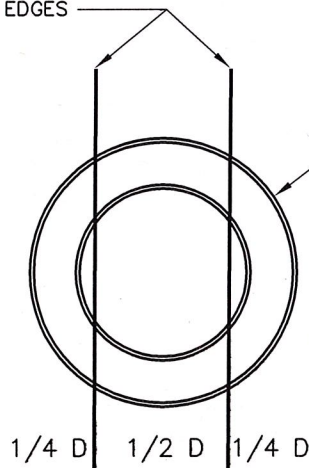
NOTE: This Drawing Supersedes COB Plan 7063, File: 20 B-120 MCT-12/2013

1	DOMED BRASS MARKER TO BE FURNISHED BY THE CITY	DATE: 11/2010
2	REVISED DETAIL TO INCLUDE NEW STANDARD CHRISTY®G05T BOX & LID	DATE: 12/2013
3	UPDATE STANDARD SETTING AND REVISED TITLE BLOCK	DATE: 12/2015
4	REVISED STANDARD SETTING TO FULL CONCRETE COLLAR FLUSH w/EX. GRADE	DATE: 11/2017
DESIGN: MCT	DATE: 11/2017	PLAN: 8090
DRAWN: MCT	SCALE: N.T.S.	FILE: 20-B-153
CHECK: NAP		
APPROVED:	11-17-17	
CITY ENGINEER	DATE:	
CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL		STANDARD CITY MONUMENT

SYMMETRICAL ABOUT
CENTERLINE



STRAIGHT EDGES



PARALLEL TO DIRECTION OF TRAVEL OR
AS DIRECTED BY THE CITY ENGINEER

NOTES:

1. ALL SURFACE STRUCTURES EXTENDING 2" ABOVE THE NEW SUBGRADE OR MILLING PLANE SHALL BE LOWERED BY CONTRACTOR OR UTILITY OWNER TO THE NEW SUBGRADE BEFORE PAVING. STRUCTURES PROJECTING LESS THAN 2" ABOVE THE SUBGRADE MAY BE PAVED OVER AND LATER ADJUSTED TO GRADE.
2. ADJUST FRAME AND COVER TO FINISHED GRADE AFTER FINAL LIFT OF PAVING.
3. TRAFFIC CONTROL APPROVAL IS REQUIRED PRIOR TO ANY TRAFFIC LANE OBSTRUCTION.
4. PLACE TEMPORARY AC (CUT BACK) AROUND UTILITY FRAME UNTILL PERMANENT PAVING IS IN PLACED.
5. CAST-IN-PLACE CONCRETE COLLARS SHALL CONFORM TO STANDARD SPECIFICATIONS (GREENBOOK) SECTION 201-1.1.2 AND BE CLASS 560-B-3250.

DESIGN: TP
DRAWN: LG
CHECK: KE

DATE: 5/23
SCALE: N.T.S.

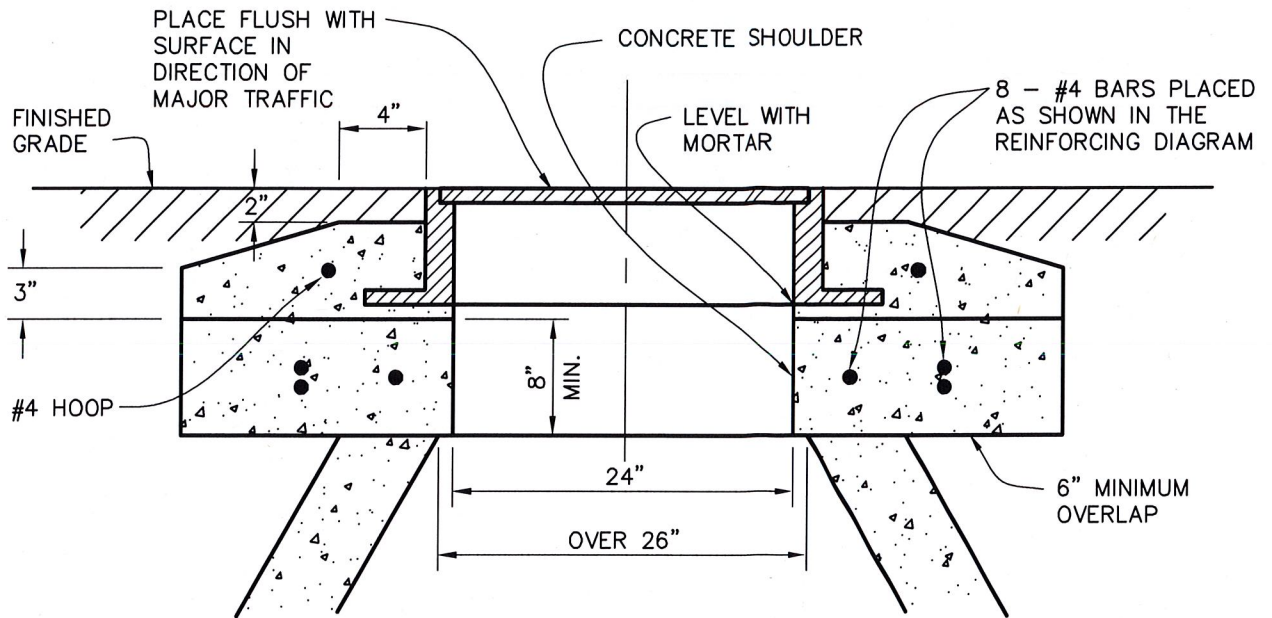
PLAN: 8193
FILE: 20B-169

APPROVED: *[Signature]*
CITY ENGINEER

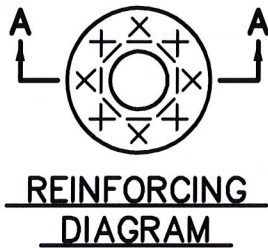
DATE: 5-23-18

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAIL

MANHOLE FRAME & COVER
ADJUSTMENT



SECTION A-A




NOTES:

1. WHEN THE MANHOLE HAS TO BE CUT DOWN SO THAT THE TAPERED SECTION AT THE TOP OF THE EXISTING MANHOLE EXCEEDS 26 INCHES, A CONCRETE SHOULDER MUST BE CONSTRUCTED AS SHOWN ABOVE.
2. WHEN DIRECTED BY THE ENGINEER, THE EXISTING FRAME AND COVER SHALL BE SALVAGED AND RETURNED TO THE CITY CORPORATION YARD, 1326 ALLSTON WAY.
3. CAST-IN-PLACE CONCRETE COLLARS SHALL CONFORM TO SPECIFICATIONS (GREENBOOK) SECTION 201-1.1.2 AND BE CLASS 560-B-3250.

DESIGN: <u>TP</u>	DATE: <u>5/18</u>	PLAN: <u>8194</u>
DRAWN: <u>MS</u>	SCALE: <u>N.T.S.</u>	FILE: <u>20B-170</u>
CHECK: <u>KE</u>		

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAIL

APPROVED:  5-23-18
CITY ENGINEER DATE:

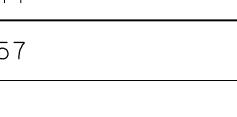
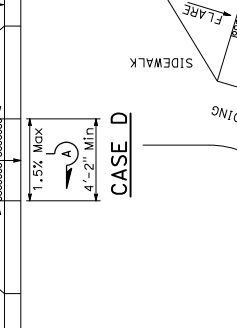
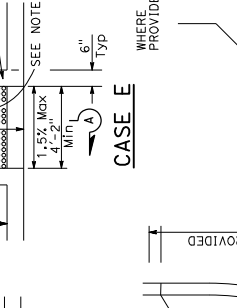
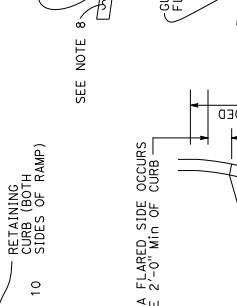
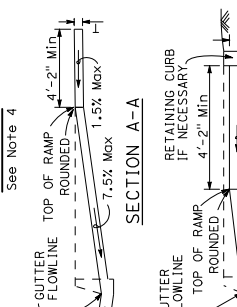
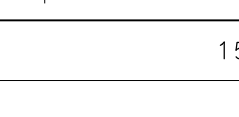
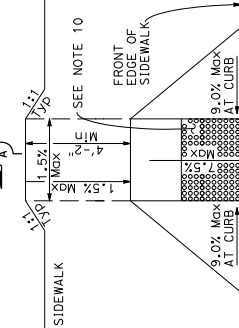
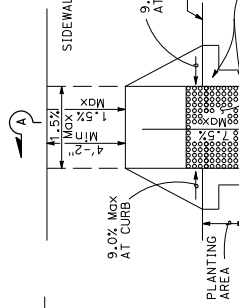
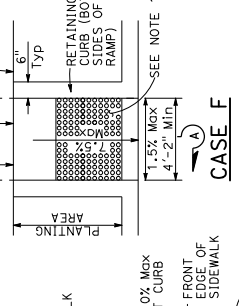
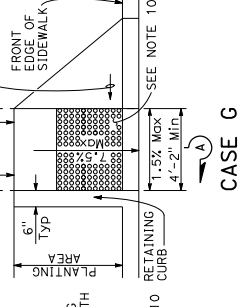
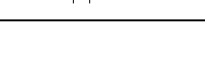
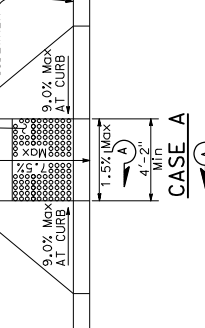
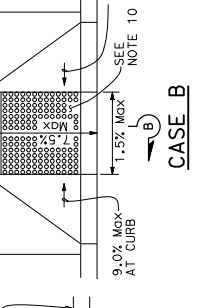
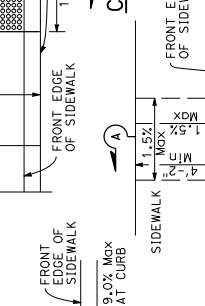
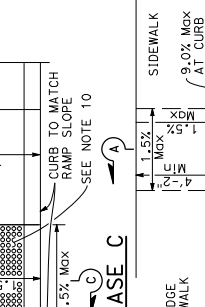
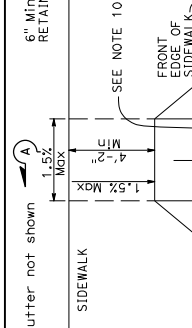
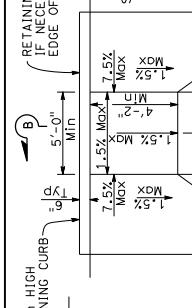
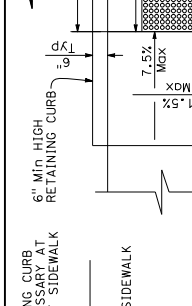
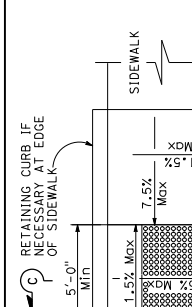
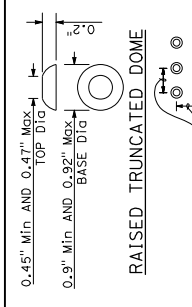
**MANHOLE FRAME & COVER
ADJUSTMENT - LOWERING**

DIST#	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER
 REBECCA LYNN MOKRY
 LICENSE NO. C54415
 EXPIRES 12-31-23

DATE: AUGUST 1, 2022
 PROJECT APPROVAL DATE: 12-31-23
 THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS SHEET UNLESS IT IS OTHERWISE NOTED ON THIS SHEET.

REGISTERED PROFESSIONAL ENGINEER
 REBECCA LYNN MOKRY
 LICENSE NO. C54415
 EXPIRES 12-31-23
 CIVIL
 STATE OF CALIFORNIA



As site conditions dictate, Case A through Case G curb ramps may be used in conjunction with Case H curb ramps. Case H curb ramps do not have to be the same. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.

If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.

When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.

As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.

The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.

Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.

The adjacent surfaces at transitions of curb ramps to walks, gutters, and streets shall be at the same level.

Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.

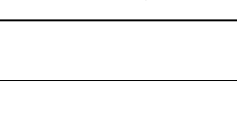
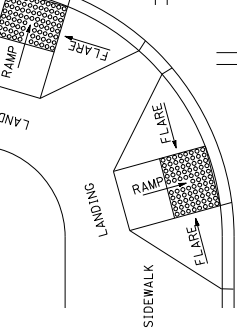
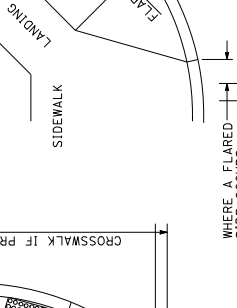
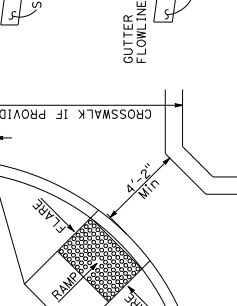
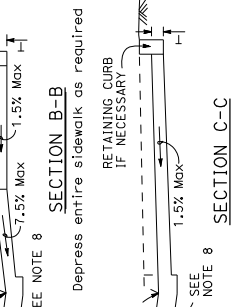
Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.

The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1/4 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.

Sidewalk and ramp thickness "T", shall be 3/2" minimum.

Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.

Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 NO SCALE

A88A

Return to Table of Contents

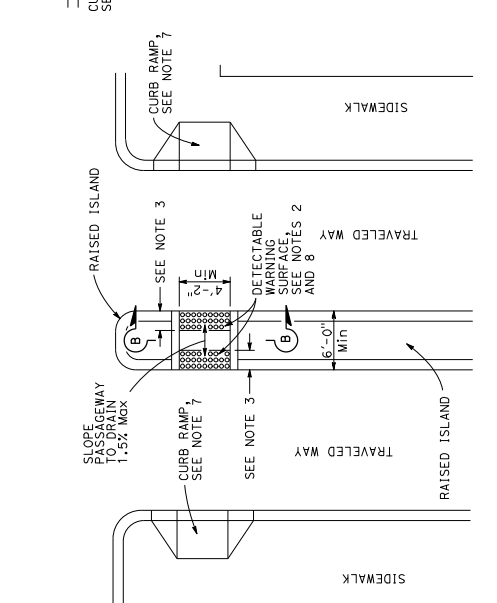
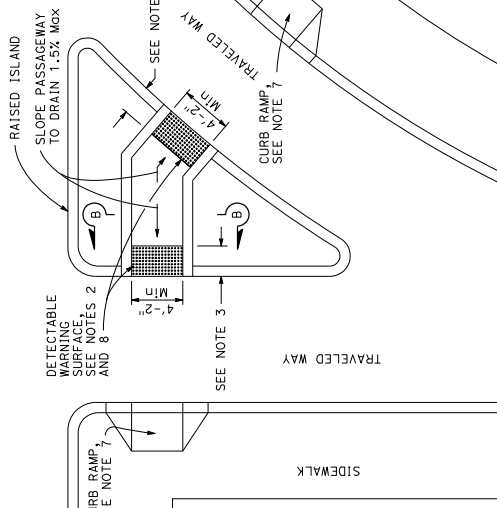
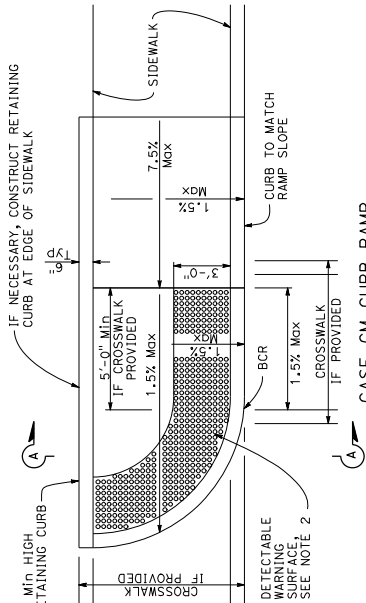
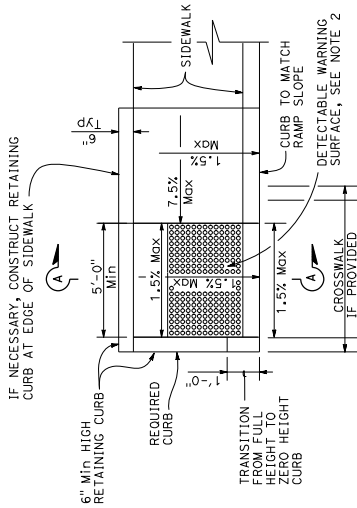
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 August 1, 2022
 LICENSE NO. 554415
 EXPIRES 12-31-23
 PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA

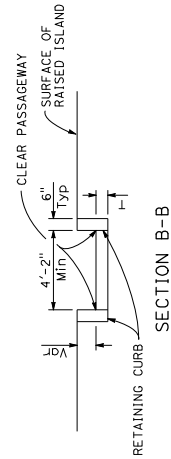
REBECCA LYNN MORRY
 175 WESTGATE DRIVE
 SAN JOSE, CA 95128
 (408) 261-1111
 THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONTENTS OF THIS PLAN SHEET.

NOTES:

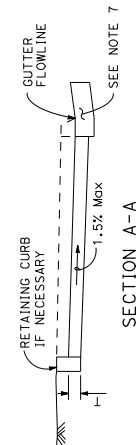
1. Sidewalk, ramp and passageway thickness "t", shall be 3/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than the full width of the passageway, the detectable warning surface shall extend the full width and 2'-0" depth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



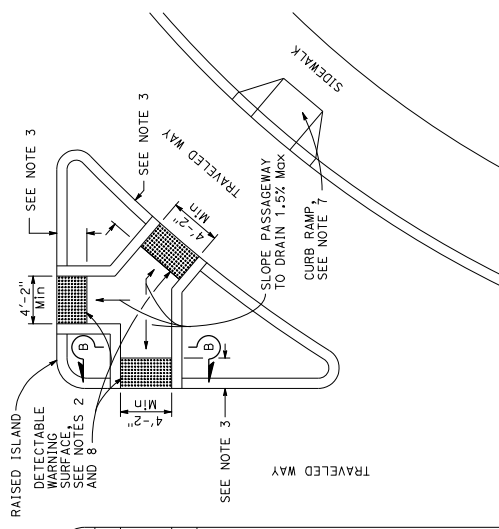
TYPE B PASSAGEWAY



TYPE A PASSAGEWAY



TYPE C PASSAGEWAY



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CURB RAMP AND ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B

CITY OF BERKELEY
COMMUNITY WORKFORCE AGREEMENT

Table of Contents

Preamble

Purpose

Recitals

Article 1 Definitions

Article 2 Scope of Agreement

Article 3 Effect of Agreement/Subcontractors

Article 4 Work Stoppages, Sympathy Strikes and Lockouts

Article 5 Pre-Job Conference

Article 6 No Discrimination

Article 7 Union Security

Article 8 Referral and Local Hiring Program

Article 9 Helmets to Hardhats

Article 10 Grievance Procedure

Article 11 Joint Administrative Committee

Article 12 Grievance Arbitration Procedure

Article 13 Jurisdictional Disputes

Article 14 Apprentices

Article 15 Management Rights

Article 16 Wage/ Benefits

Article 17 Modified Master Labor Agreements

Article 18 Drug and Alcohol Testing

Article 19 Savings Clause

Article 20 Entire Agreement

Article 21 Term

Signatures

Agreement to be Bound

COMMUNITY WORKFORCE AGREEMENT
For the
City of Berkeley

This Agreement is made and entered into retroactively from July 1, 2020, by and between the City of Berkeley (“City”) together with other contractors and/or sub-contractors, who shall become parties to this Agreement by signing the “Agreement to be Bound” (Attachment A), and the Local Unions signatory hereto and the Alameda County Building & Construction Trades Council (“Council”) and its affiliated local unions who have executed this Agreement.

PURPOSE

The purpose of this Agreement is to support the efforts of the City to increase employment opportunities for workers who reside in Berkeley, to help increase training and employment opportunities for Berkeley residents in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools, to promote efficiency of construction operations performed for and within the City of Berkeley and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects.

RECITALS

WHEREAS, the successful completion of the City's construction projects is of the utmost importance to the City of Berkeley; and

WHEREAS, the interests of the general public, the City, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and calendar conditions for the workers employed on construction work for and within the City of Berkeley by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, contracts for construction work within the City of Berkeley will be awarded in accordance with the applicable provisions of the Charter of the City of Berkeley, the California State Public Contract Code and the Labor Code, including but not limited to requiring competitive bidding and prevailing wages; and

WHEREAS, the City of Berkeley has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Berkeley Resident" means any individual who is a current resident of Berkeley can certify through a utility bill, or other similar means acceptable to the parties to this Agreement that the individual resides within the boundaries of the Berkeley City Limits.

1.4 "City" means the City of Berkeley.

1.5 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch list" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Projects may be completed in phases and Completion of any such phase may occur prior to Completion of the Projects.

1.6 "Contractor(s)" and/or "Subcontractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the City or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Projects. This shall include subcontractors not required to be listed in the bid documents. As applicable depending on its context, "Contractor" shall refer to Contractor or Contractor and Subcontractor.

1.7 "Construction Contract(s)" means all of the contract(s) for construction of any of the Projects.

1.8 "Council" means the Alameda County Building and Construction Trades Council, AFL-CIO.

1.9 "New Apprentice" is a Berkeley Resident who is enrolled in a State of California approved apprenticeship program that is a joint labor management apprentice program for no more than twenty-four months

1.11 "Projects" mean any construction project of the City whose value as estimated by the City meets or exceeds \$500,000 (Five hundred thousand) dollars.

1.12 "Union" or "Unions" means the Council and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

1.13 "Project Manager" means the person or persons or business entity designated by the City to oversee all phases of construction on the Projects.

1.14 "Master Labor Agreement" or "MLA" shall mean the collective bargaining agreement of each craft Union that is Signatory to this Agreement

1.15 "Calendar Day" shall mean any day, relating to any day of the week including Saturday, Sunday and public holidays.

1.16 "Apprenticeship Program" -Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

The apprentice ratios will be in compliance with the applicable provisions of the applicable "Master Labor Agreement".

ARTICLE 2

SCOPE OF AGREEMENT

21 Parties: This Agreement shall apply and is limited to all Contractors and subcontractors performing Construction Contracts necessary for the Projects, the City, the Council and any other labor organization signatory to this Agreement, acting in their own behalf and behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

22 Project Description: This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Projects. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Projects. Should the City suspend or remove any contract from the Projects and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its

Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.5 of this Agreement.

23 Covered work:

2.3.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation, pipelines, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.2 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects, when those sites are dedicated exclusively to the Projects. This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.)

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

24 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are outside the identified scope of work of the Projects.

2.4.2 This Agreement is not intended to, and shall not affect the current or anticipated operation, maintenance, access or use of any of the City's buildings or facilities, whether or not such facilities are identified in Section 1.7 above.

2.4.3 This Agreement shall not apply to a Contractor or subcontractor's executives, managerial employees, engineering employees, design employees, supervisors (except

those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by the City or its contractors for work not part of the scope of the Projects. Parties performing work shall notify in writing, The Council and The District of any work being performed near or leading to the site work that is not covered by this agreement. Further, this Agreement shall not be construed to prohibit or restrict the City or its employees from performing work on or around the Project construction sites or from entering the sites for any purposes deemed necessary or appropriate by the City.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.4.6 This Agreement shall not apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion.

2.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of any Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this Section.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 8, 12 and 13 of this Agreement shall apply to such work.

ARTICLE 3

EFFECT OF AGREEMENT/SUBCONTRACTORS

3.1 By executing this Agreement, the Unions and the City agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.3 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any other party.

3.4 It is understood that this Agreement, together with the referenced MLA , constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the MLA, shall be resolved according to the procedures set forth in Article 12 of this Agreement; provided, however, that should a dispute involve a single MLA and a Contractor signatory thereto, and not involve interpretation or application of this Agreement, then such dispute shall be processed and resolved pursuant to the grievance provisions of that MLA. Should there be a dispute in the first instance as to whether the provisions of Article 12 of this Agreement or the grievance procedures of a MLA apply, the dispute shall be presented initially to arbitrator Judge William Cahill or, if unavailable, arbitrator Earnest Brown, for resolution as to the applicable procedure. Such referral of a dispute as to the applicable procedures shall be done by an immediate conference call among the parties and the arbitrator, and heard and decided within three (3) calendar days. Should the arbitrator hold that Article 12 applies, the parties may, by mutual agreement, submit the issue to the same arbitrator pursuant to the provisions of Article 12, or, absent mutual agreement, commence processing the dispute at Step 1 of that Article.

3.5 Subcontractors. At the time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction or construction trucking work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5.1 Each Contractor and Subcontractor shall evidence their agreement to be bound to this Agreement by executing the Agreement To Be Bound form attached hereto as Appendix A. A copy of the Agreement To Be Bound executed by the Contractors and Subcontractors shall be submitted to the Union(s) prior to both the commencement of work and the Pre-Job Conference and will be a required submittal within the City's bid packages. If the Contractor or Subcontractor refuses to execute the Agreement To Be

Bound, then such Contractor or Subcontractor shall not be awarded a Construction Contract to perform work on the Projects. A Contractor or Subcontractor who executes the Agreement to Be Bound shall be considered a signatory party to this Agreement.

36 It is understood that the liability of each Contractor and Subcontractor and the liability of each Union under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor or Subcontractor.

37 With regard to any Contractor or subcontractor that is independently signed to any MLA, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in section 3.7.1 of this Agreement. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory employers and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft Unions and their respective signatory employers under a MLA, except as specifically set forth in section 3.7.1 in this Agreement. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a MLA, the provisions of this Agreement shall prevail

3.7.1 If a craft Union (“Aggrieved Union”) believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft Union’s successful enforcement of the subcontracting clause in its MLA, as permitted by section 3.7 of this Agreement, the Aggrieved Union may submit a claim under the jurisdictional dispute resolution procedure contained in Article 13 of this Agreement and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft Union under the subcontracting clause of its MLA, as permitted under section 3.7 of this Agreement, shall be valid and fully enforceable by that craft Union unless it conflicts with a jurisdictional award made pursuant to Article 12 of this Agreement. If the award made under MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, JURISDICTIONAL
DISPUTES AND LOCKOUTS

4.1 The Unions, City and Contractor agree that for the duration of the Projects:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or construction persons employed on the Projects, at a job site of the Projects or at any other facility of the City because of a dispute on the Projects. Nor shall the Unions or construction persons employed on the Projects participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing,

slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 As to construction persons employed on the Projects, there shall be no lockout of any kind by a Contractor covered by this Agreement. It shall not be a violation of this Article if a Contractor or Subcontractor (1) suspends or terminates a portion of the Project work or (2) discharges an employee for just cause.

4.1.3 If a MLA between a Contractor and the Union expires before the Contractor completes the performance of a Construction Contract and the Union or Contractor gives notice of demand for a new or modified MLA, the Union agrees that it will not strike, picket, hand-bill, slowdown or engage in any other disruptive activity against the Contractor and the Contractor will not lockout construction persons of the Union on said Construction Contract for work covered under this Agreement and the Union and the Contractor agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified MLA is reached between the Union and Contractor. If the new or modified MLA reached between the Union and Contractor provides that any terms of the new MLA shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified MLA which are applicable to construction persons employed on the Projects within seven (7) calendar days.

4.2 A party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity when a breach of this Article 4 is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify, by the most expeditious means available, with notice by facsimile, electronic mail or telephone to the City, to the party alleged to be in violation, to the Council and to the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated permanent arbitrator, Judge William Cahill, or if unavailable, his alternate Ernest Brown, who shall attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The Arbitrator shall notify the parties by facsimile, electronic mail or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of this Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to

award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article 4 and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article 4, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligations under this article.

4.3 Liquidated Damages. If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

ARTICLE 5

PRE-JOB CONFERENCE

5.1 A mandatory pre-job conference shall be held prior to the commencement of each Construction Contract. Such conference shall be attended by a representative each from the participating Contractor(s) and Union(s) and the Project Manager. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a

goal that such conferences will be held at least 21 work days before the work commences.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of or because of race, color, creed, national origin, ancestry, age, religious or political affiliation, gender, sexual orientation or disability against any person, or applicant for employment on the Projects.

ARTICLE 7
UNION SECURITY

7.1 The Contractors recognize the Union(s) as the sole bargaining representative of all construction persons working within the scope of this Agreement.

7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Projects, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union construction persons from joining the local union.

ARTICLE 8
REFERRAL AND LOCAL HIRE PROGRAM

8.1 Referral

8.1.1 Contractor (s) performing construction work on the Projects described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto ("Job Referral System"). Such Job Referral System will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and nondiscrimination.

8.1.2 The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.1.3 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions(s).

8.1.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a seventy-two (72) hour period after

such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain employees from any source. Contractor(s) shall promptly notify the Union(s) of any applicants hired from other sources. This provision does NOT affect core employees as defined below.

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

8.16 Core Employees

All parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available, and bona-fide Berkeley Residents for Project work.

8.17 The parties also recognize and support the City's commitment to provide opportunities for participation on the Projects to Berkeley Residents who are regular, experienced employees ("Core" employees) of contractors and subcontractors awarded work on the Projects and who do not traditionally work under a local collective bargaining agreement(s). In furtherance of this commitment, the parties agree that such contractors and subcontractors awarded work on the Projects may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) Possess any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the one hundred and eighty (180) calendar days prior to the contract award;
- (4) Have the ability to perform safely the basic functions of the applicable trade, and
- (5) Are Berkeley residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

8.1.8 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall before commencing Project work. If there is any question regarding an employee's eligibility under this Subsection 8.2.1, the City Representative, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

8.2 Local Hire

8.2.1 To the extent allowed by law and consistent with the non-discriminatory referral procedures of the Union hiring halls, the Parties agree to a goal that Berkeley Residents will perform a minimum of 20% of the hours worked, on a craft by craft basis for the Projects. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Berkeley Resident workers and in their hiring hall procedures to facilitate this 20% goal on the Projects. In the event that referral facilities maintained by the Union(s) are unable to fulfill the 20% local hire requirement, paragraph 8.2.2 of this Article shall not apply. Contractors shall document all efforts to hire locally and provide such documents to the City of Berkeley. The Council will provide an annual census of Berkeley residents, in each of the crafts party to this agreement, to the City of Berkeley. This report will be provided by August 1 of each year of this agreement.

8.2.2 Should any of the contractors performing work on the Projects fail to meet this 20% goal and fail to demonstrate efforts to do so, through a specific submittal process to be included in their contractual requirements and enforced by the grievance procedure. The contract's 10% retention will be held until such time that this failure is remedied, but not longer than sixty (60) calendar days after the date of substantial completion of the Projects or as required by law, in addition to the breach of contract remedies available to the parties for non-performance under this Agreement.

8.2.3 Apprenticeship & Workforce Development

A) Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s) will be required to hire 1 New Apprentice Berkeley resident as for every \$500,000 dollars or more of total construction bid amount. The New Apprentice(s) must work a minimum of 10% of the projects work hours. The contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the Berkeley project. Certified Payroll must reflect the hours worked.

Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three MC3-approved pre-apprenticeship training programs for referral of Berkeley residents. Unions shall provide written documentation to the contractor in response to dispatch requests to fulfill the New Apprentice requirement, the next tier of residents will come from the Green Corridor.

B) There can be no more than 1 entry-level New Apprentices for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. Unions will agree to cooperate with Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements and or the union agreements with the division of apprenticeship standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the MLA'S. The Unions and Contractors will agree to cooperate with local pre-apprenticeship programs to ensure Berkeley residents have the opportunity to apply for and enter the into the apprenticeship programs.

C) The intent of this provision is to utilize Berkeley Resident New Apprentices to the fullest extent permissible by state law and the MLA. Failure of Contractor(s) and their subcontractors to maintain qualified apprentices on the job will be subject to further penalties as determined by the Grievance Committee as identified in Article 12.

8.11 Enforcement, Compliance & Reporting.

Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this article. At a minimum the monthly reports must include 1) data on Berkeley Resident's work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the union dispatchers for Berkeley Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 12.

ARTICLE 9 **HELMETS TO HARDHATS**

9.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

9.2 The Union(s) and Contractor(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Any Contractor which is not otherwise bound through an agreement with a Union to a grievance procedure which confers jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the arbitration procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered by this Agreement without just cause.

ARTICLE 11
JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee comprised of at least one and up to two (2) representatives representing the City; two (2) representatives of the signatory Unions and The Council; and one industry representative, mutually selected by the City and The Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The Joint Administrative Committee shall meet at the request of either party, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects including, but not limited to, compliance with Article 8, prevailing wage, safety, Workforce development and Industry trends. Requests for certified payroll made by a Joint Labor/Management Committee to which the Union(s) signatory to this Agreement are a party shall be provided as allowed by law.

ARTICLE 12
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party provides notice in writing to the signatory party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving to the dispute. The time limits in this Article 12 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of grievance, the Business Representative of the involved Local Union, the City's authorized representative, representative of the construction person, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 1, either involved party may submit it within three (3) calendar days to Grievance Committee. The Grievance Committee shall consist of one (1) person selected by the City and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the subcommittee), to confer in an attempt to resolve the grievance. The decision of the Grievance Committee shall be legal, final and binding. If the dispute is not resolved within such time seven (7) calendar days after its referral or such longer time as mutually agreed upon) it may be referred within seven (7) calendar days by either party to Step 3.

Step 3: Within seven (7) seven calendar days after referral of a dispute to Step 3, the representatives shall submit the matter to the designated permanent Arbitrator, Judge William Cahill.

12.3 In the event that Judge Cahill is unavailable, the arbitrator shall be Earnest Brown.

12.4 The Arbitrator shall arrange for a hearing no later than fourteen days (14) calendar days after the matter has been submitted to arbitration. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 12.1 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without the request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.5 The decision of the Arbitrator shall be binding by all parties. The Arbitrator shall not have authority to change, amend, add, or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.6 In order to encourage the resolution of disputes and grievances at Step 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 13 **JURISDICTIONAL DISPUTES**

131 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

132 All jurisdictional disputes on this Project between or among the Union(s) and the Contractor/Employer(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employer(s) and Union(s) parties to this Agreement.

13.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

133 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

134 Each Contractor/Employer(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer, Coordinator and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor(s) may be held together.

ARTICLE 14 **APPRENTICES**

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor (s) shall employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

14.4 All Apprentices will come from a State approved Labor Management Apprenticeship program.

ARTICLE 15 **MANAGEMENT RIGHTS**

15.1 The Contractor shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion with regard to the following: the hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees (in accordance with Article 9); the determination of the number of employees needed for the Project work; the selection/hiring of foremen and supervisors; the assignment and schedule of work; the requirement of overtime work, the determination of when it will be worked, and the number of employees engaged in such work, except as otherwise limited by the terms of this Agreement and/or the MLA. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of construction persons except that the lawful manning provisions of the MLA shall be recognized.

ARTICLE 16 **WAGES/BENEFITS**

16.1 **Wages.** All construction persons covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in the applicable MLA for such craft work and in compliance with the applicable prevailing wage rate determination.

16.2 **Benefits.** Contractor agrees to pay contributions into established construction person benefit funds in the amounts designated in the appropriate MLA; provided, however, that each Contractor and Union agree that only such bona fide construction person benefits as included in the prevailing wage determination shall be included in this requirement and required to be paid by the Contractor under this Agreement; provided further, however, that this provision does not relieve Contractors signatory to a local collective bargaining agreement with a signatory Union which would be applicable to the Projects from making

any other fund contributions (including, but not limited to, those for contract administration), required by such local agreement. Contractor shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article. By signing this Agreement, the Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements, specifying the detailed basis on which the payments are to be made into, and the benefits paid out of, such Trust Funds.

16.3 Compliance. It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article 15. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

ARTICLE 17

MODIFIED MASTER LABOR AGREEMENTS

17.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified MLA which are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or which may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Article 12 hereof.

ARTICLE 18

DRUG and ALCOHOL TESTING

18.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

18.2 Employer shall be allowed to utilize employment drug screens. All personnel are subject to random alcohol and drug/alcohol testing at any time, except, the following changes will apply. Employer shall follow said Unions Master Labor Agreement drug polices, regulations and limits. Body fluid tests will utilize urine and saliva specimens. Employer may also selectively require an employee to undergo alcohol or drug/alcohol testing if Employer has reasonable cause to believe that an employee's ability to work safely may be impaired. All requirements and activities of the Employer with regard to drug/alcohol testing shall comply with the provisions of State law.

ARTICLE 19
SAVINGS CLAUSE

19.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by the court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE 20
ENTIRE AGREEMENT

20.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLA, shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail. Nothing contained in a MLA, working rule, by-laws, constitution or other similar document of the Unions shall in any way affect, modify or add to this Agreement unless otherwise specifically set forth in this Agreement or mutually agreed to in writing executed by the parties.

20.2 The parties agree that this Agreement covers all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

20.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

ARTICLE 21
TERM

21.1 The Agreement shall be included as a condition of the award of the Construction Contracts.

21.2 The Agreement shall continue in full force and effect for a term of three years from the Effective Date of June 30, 2020 through June 30, 2023 and shall be applicable to all Projects until completion that are advertised for bidding during the term.

21.3 This Agreement shall continue in full force and effect until Completion of the Project. The parties may mutually agree to extend and/or amend this Agreement.

SIGNATURES

City of Berkeley

By: Dee Williams-Ridley

Dee Williams-Ridley, City of Berkeley City Manager

Date: 2/10/21

Alameda County Building & Construction Trades Council, AFL-CIO

DocuSigned by:
Andreas Cluver
By: 5C9F6AE6571848E

Andreas Cluver, Secretary-Treasurer for the Building Trades Council of Alameda County on behalf of the Signatory Unions

Date: 1/26/2021

Signatory Unions

Asbestos Workers, Local 16 Boilermakers, Local 549

Bricklayers & Allied Craftsmen

Local 3 Cement Masons, Local 300

Electrical Workers, Local 595

Elevator Constructors, Local 8

Hod Carriers, Local 166

Iron Workers, Local 378

Laborers, Local 67

Laborers, Local 304

Operating Engineers,

Local 3 Plasterers, Local 66

Roofers, Local 81

Sheet Metal Workers, Local 104

Sign Display, Local 510

Sprinkler Fitters, Local 483

Teamsters, Local 853

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

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

Council No. 16 Northern California

International Union of Laborers

Painters & Allied Trades (On behalf
of Painters, Local 3; Carpet & Linoleum
Layers, Local 12; Glass Workers, Local
169; Auto& Marine Painters, Local 1176)

Northern California Carpenters

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

AGREEMENT TO BE BOUND

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

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.
4. Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of Agreement.

Date: _____

Company Name: _____

Name of Prime Contractor or Higher Level Subcontractor:

Name of Project: _____

Signature: _____

Print Name: _____

Title: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

RESOLUTION NO. 70,926-N.S.

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

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

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

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

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

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

WHEREAS, the CWA will support the efforts of the City to increase employment opportunities for Berkeley residents, including youth, through apprenticeship and pre-apprenticeship programs; and

WHEREAS, the CWA helps to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thus promoting the public interest in assuring the timely and economical completion of the projects.


NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment with the Building Trades Council and twenty-two labor organizations regarding the provision of labor to construction projects in Berkeley with an estimated value in excess of \$500,000 for a three-year term that will expire June 30, 2026.

The foregoing Resolution was adopted by the Berkeley City Council on June 27, 2023 by the following vote:

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

Noes: None.

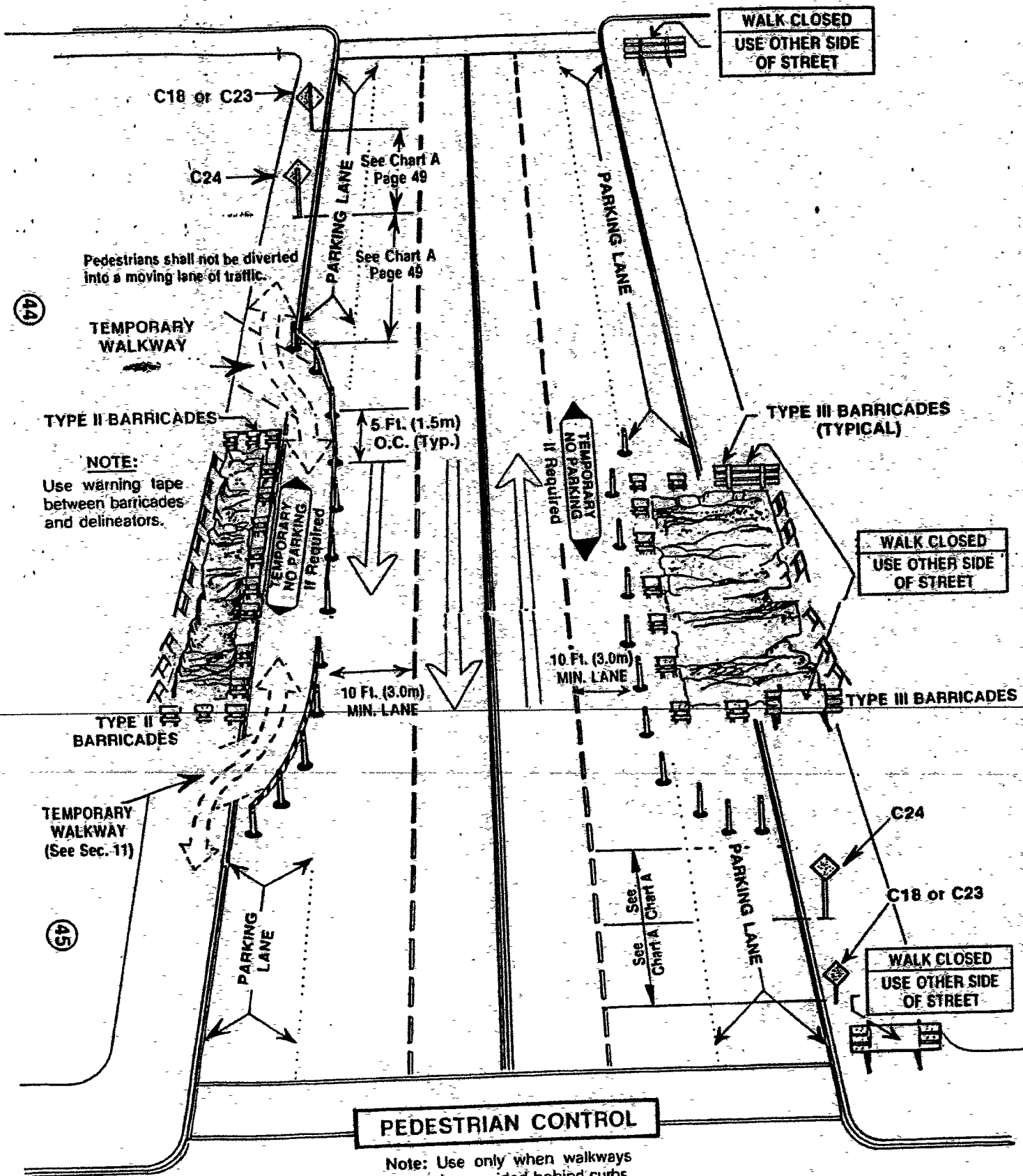
Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk



Note: Use only when walkways cannot be provided behind curbs.



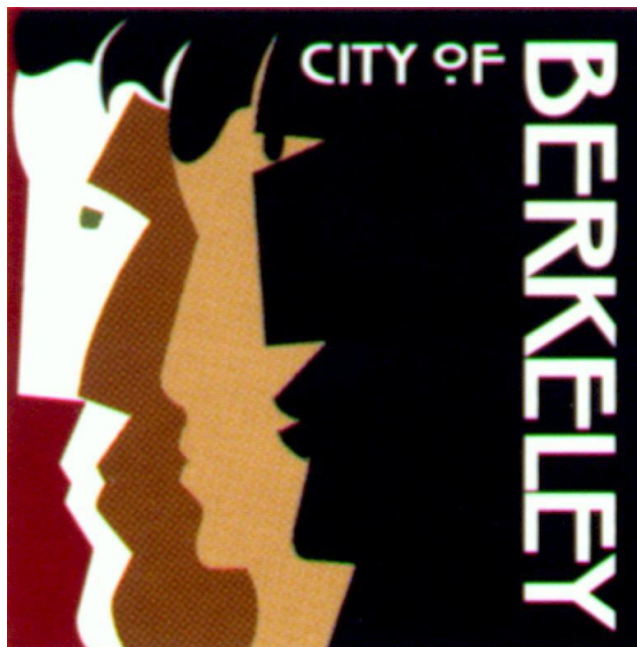
PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

- ◆ **The purpose of these standards for construction in the public right-of-way is to ensure pedestrian safety and access**
- ◆ **Standards apply to City of Berkeley crews, Contractors with the City, and all others working in the right-of-way**
- ◆ **Each project is unique and requires thorough review to ensure complete, safe, usable and accessible paths of travel**

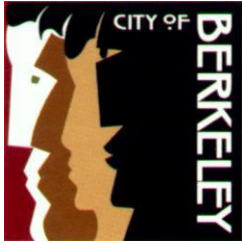
<p>MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR <i>The Contractor or permittee shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project.</i></p> <ul style="list-style-type: none"> • Pedestrian corridor shall be a nominal width of 6' whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48" wide at single point of contact or obstruction. • Accessible pedestrian corridor shall connect with facilities throughout the project area. • Equipment, debris, construction materials or vehicles shall not obstruct the corridor. • No parked vehicles can obstruct blue curb parking spaces unless permitted by the City. • Temporary closure of designated pedestrian routes and crossings shall be allowed only when flaggers are present and safely directing pedestrians around hazards. 	<p>TEMPORARY RAMPS CONFORMING TO ACCESSIBILITY STANDARDS <i>The Contractor or permittee shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where ramps have been temporarily removed OR needed to route pedestrians.</i></p> <ul style="list-style-type: none"> • Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter. • Ramps shall have a minimum 4' wide walking surface and a slope not to exceed 8%. • Ramps shall snugly meet existing surfaces without gaps. When required for drainage • Schedule 40 PVC pipe minimum 2" diameter shall be installed through ramp. • Transitions between ramps and the street surface shall be smooth such that no lip exists at the base of the ramp. • Sides of a ramp shall be protected where there is any drop-off.
<p>CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING <i>Barricades that are impenetrable shall be used to separate pedestrians from hazards on all sides of excavations that may be exposed to pedestrians. Use materials and methods suitable to site conditions. Signs and fencing material shall not protrude into the clear pathway.</i></p> <ul style="list-style-type: none"> • A-frames used for defining path of travel (not barricading trenches) shall be placed end-to-end without spacing, shall be connected and maintained to ensure stability to help a person who is blind negotiate a safe path while using a cane. • Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade. • Fencing material requires a minimum 3" height, solid, uninterrupted toe-board. • Signposts, scaffolding and fencing supports shall be placed entirely outside the pedestrian path of travel, minimum 4' wide and 80" high without obstruction. • Construction barriers shall be maintained in a sound, neat and clean condition. 	<p>IDENTIFICATION OF SAFE PATH OF TRAVEL <i>If a portion of the pedestrian way is rerouted due to construction, the path of travel shall be clearly defined. Traffic Engineer shall review any pedestrian access limitations and notification requirements for pedestrians with mobility or vision impairments.</i></p> <ul style="list-style-type: none"> • Paths of travel that DO NOT continue to the next corner or to a safe crosswalk shall be closed to pedestrian traffic. Signs a minimum of 36" x 36" must be posted stating the sidewalk is closed and detour pedestrians to accessible sidewalk. • Pedestrian access corridors shall be clearly delineated with cones or barricades, as approved by the Engineer. • If a crosswalk is closed, curb ramps leading into that crosswalk must be barricaded in such a manner that walkways that are not closed remain accessible to use. • Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade
<p>SURFACING OF PEDESTRIAN CORRIDORS <i>During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.</i></p> <ul style="list-style-type: none"> • Any change of level, which exceeds 1/4" height, must be beveled at 45°. • Closed trenches, temporary paving surfaces, walking surfaces, steel plates; etc. shall have a smoothly finished, firm walking surface made even w/surrounding walkways. • Aisle or loading area adjacent to a parking space is part of the pedestrian corridor. 	<p>RESTORATION OF PEDESTRIAN ROUTES <i>After construction, the site shall be returned to its former condition, or new condition as required.</i></p> <ul style="list-style-type: none"> • Temporary ramps shall be removed as soon as construction and approval of permanent ramp is completed. • After work is completed, surface of the pedestrian path shall be restored free from all ridges, gaps, bumps and rough edges. • Construction that affects existing curb ramp shall include replacement or repair of the curb ramp to meet current City standards.

PLEASE NOTE: City of Berkeley Engineers may stop work when any hazardous conditions are present.

City of Berkeley Monument Reference Guidelines



**A guide to Monument Referencing in the City of Berkeley as required by
the Professional Land Surveyors' Act (Business and Professions Code)
Section 8771 et. seq.**



City of Berkeley Monument Reference Guidelines

May 13, 2019

GENERAL

City Monuments consist of many different kinds of physical objects but regardless of the specific description of the object deemed to be a City Monument, the actual physical location must be accurately preserved.

STANDARD PRACTICE

Standard Practices detailed below are to be followed when referencing a City of Berkeley Monument.

FIELD PRACTICES

Whenever a monument appears to be threatened with removal or disturbance, the monument must be referenced, both horizontally and vertically, by or under the direction of a licensed land surveyor or civil engineer legally authorized to practice land surveying in the State of California. For each monument referenced, a minimum of four (4) reference points must be set and tagged with the appropriate license number of the land surveyor or civil engineer. All reference points shall be durable and have a known location relative to the monument so that the monument can be accurately replaced from the references. When available, sound concrete is the best site for setting reference points. Brass or bronze disks, Mag Nails (or similar concrete nail) with washers, surveyor's nails & tags, etc., should be used in those cases where the reference can be set on sound concrete curb, gutter, sidewalk, wall, etc. In no case shall lead be used as any part of the reference point. The important criteria are that any concrete structure meets the following basic tests:

1. Good condition (not cracked, lowered or raised as compared to the adjacent concrete, or otherwise damaged);
2. Accessible for setup, not blocking traffic and preferably on public right of way. If a reference point must be set outside the public right of way, permission to do so must be acquired by the surveyor performing the referencing. The City of Berkeley, by promulgation of these standards, is not giving permission to perform any task on private property;
3. Positioned to survive the conditions that put the original monument at risk, such as a street rehabilitation

project, a sanitary sewer rehabilitation project, etc.;

4. Positioned to survive any foreseeable (as evidenced by a visual inspection of the site) construction such as curb ramp construction/replacement, curb replacement, sidewalk replacement, utility relocation, etc. The City of Berkeley has a strong commitment to insuring accessibility throughout the City. Existing curb ramps are frequently replaced with code compliant curb ramps with truncated domes. Damaged sidewalks and curbs are replaced as well. Additionally the City commonly installs curb ramps at crosswalks where none currently exist, therefore those locations shall be avoided when placing reference points;
5. The primary consideration in choosing the placement of a reference point shall be to assure its safety and stability in perpetuity. For example, no reference point should be set near any trees with roots likely to raise or damage the surface upon which the reference point has been set.

If no suitable concrete is available, a metal bar or pipe, with a tagged cap or plug, may be used provided that it is set flush in sound soil or pavement. Setting metal bars or pipes has the possibility of damaging subsurface infrastructure. It shall be the duty of the surveyor performing the referencing to assure that the site is properly evaluated for subsurface infrastructure. Sole responsibility for any resulting damage thereto shall be borne by the surveyor responsible for the damage. No reference point shall be set on private property without the surveyor performing the referencing first obtaining permission from the property owner.

DOCUMENTATION

Within two (2) weeks of the completion of any monument referencing, a Corner Record for each monument referenced shall be filed with Alameda County, and copies of the signed sealed submittals of the Corner Record(s) shall be provided to the City of Berkeley, Public Works Department, Engineering Division, Survey Section.

CORNER RECORD MONUMENT AND REFERENCE POINT CONDITIONS AND DESCRIPTIONS

Corner Records shall include a detailed description of the monument referenced and reference points set:

1. Description of monument character and setting (2" brass disc stamped CITY OF BERKELEY UNLAWFUL TO DEFACE in monument well, 3/4" brass pin in monument well, 1" square iron bar in monument well, 1-1/2" iron pipe in soil, etc.);
2. Description of monument reference point character and setting (1" brass disc stamped LS ##### in concrete, mag nail & washer stamped LS ##### in top of curb, nail & tag LS ##### in concrete walk, rebar & cap LS ##### in asphalt pavement, etc.);
3. Labeled with the official City of Berkeley monument designation (B#####);
4. North arrow and graphic scale;
5. Note pertaining to the method used for establishing the reference point elevations.

UNACCEPTABLE REFERENCE POINTS

In no case will lead, or any other material that may cause harm, be used in any portion of the referencing process. Sole responsibility for the removal of such products and any harm they cause will be borne by the surveyor responsible for using the product in the referencing process.

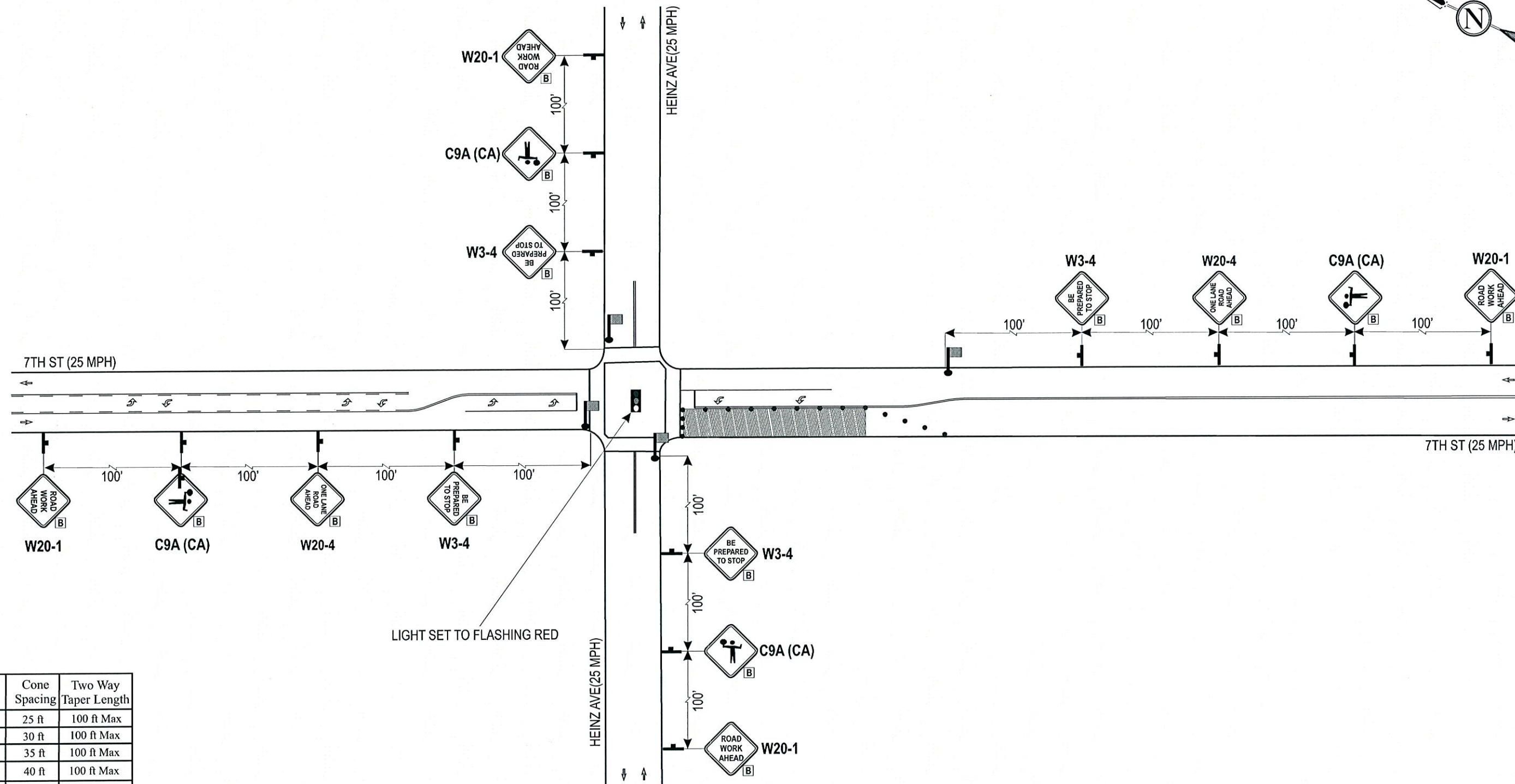
Cut crosses, scribed lines, permanent marker, paint, wood hubs, etc., due to their limited lifecycle, may not be used as a reference point.

No reference point may be set on any fire hydrant or similarly temporary fixture.

VERTICAL REFERENCE POINTS

When performing the vertical referencing of a monument, differential leveling practices shall be used. The Corner Record shall include a minimum of four (4) vertical reference points. It is preferable that the horizontal reference points also be used for the vertical referencing.

All vertical references shall be based on a value and datum provided by the City of Berkeley, Public Works Department, Engineering Division, Survey Section, at the time of the request for referencing. Note that the value associated with any control point in the City's vertical and horizontal network is subject to change as the City periodically recalculates its position.



Speed Limit	Sign Spacing	Cone Spacing	Two Way Taper Length
25 mph	100 ft	25 ft	100 ft Max
30 mph	100 ft	30 ft	100 ft Max
35 mph	350 ft	35 ft	100 ft Max
40 mph	350 ft	40 ft	100 ft Max
45 mph	350 ft	45 ft	100 ft Max

LIGHT SET TO FLASHING RED

LEGEND

- 28" TRAFFIC CONE
- TEMPORARY SIGN STAND (Showing facing right)
- DIRECTION OF TRAFFIC
- FLAGGER STATION
- WORK ZONE

Contractor Notes:

1. All traffic control devices shall conform to the latest edition of California Manual of Uniform Traffic Control Devices (MUTCD) and the Standard Specifications for Public Work.
2. Each advanced warning sign on each side of the roadway shall be equipped with at least two flags. Flashing beacons shall be placed at the location indicated for lane closure during hours of darkness.
3. All workers shall be equipped with a reflective vest and hard hat. All Flaggers shall also be equipped with a C28 "Stop/Slow" paddle and shall be trained in the proper fundamentals of flagging traffic.
4. NO PARKING signs shall be placed 72 hours prior to set up. Signs shall be posted every 20 linear feet of occupied space with at least one sign at each end of occupied space.
5. Any conflicting signs will be covered for the length of the job.
6. Access to residents and businesses shall be maintained at all times. Access to be determined in field by existing conditions. Maintain a safe pedestrian route. Maintain 12 feet lane unless otherwise noted.
7. The contractor shall take all necessary precautions to allow emergency vehicles to pass through the construction zones without any delays.
8. Trench Plate Rental assumes no liability when Contractor does own set up or makes changes to the original traffic control plan.
9. City Engineer or his representative has the authority to initiate field changes to assure public safety.

SIGN PANEL SIZE (MIN)

- A** 48" X 48"
- B** 36" X 36"
- C** 36" X 18"
- D** 36" X 12"
- E** 24" X 24"
- F** 12" X 6"

Project Name:

HYDROTEST 7 LOCATION A

Prime Contractor:

ARB INC.

Job Location:

7TH ST AND HEINZ AVE, EMERYVILLE, CALIFORNIA

TRENCH PLATE RENTAL CO.

530 Garcia avenue
 Pittsburg, Ca 94565
 Office: (925) 432-4104
 Cell: (925) 382-4104 Josh De Hart
 Calif. Contractors Lic. # 787313 C31/ D42



Contractor Phone # 530-216-6451

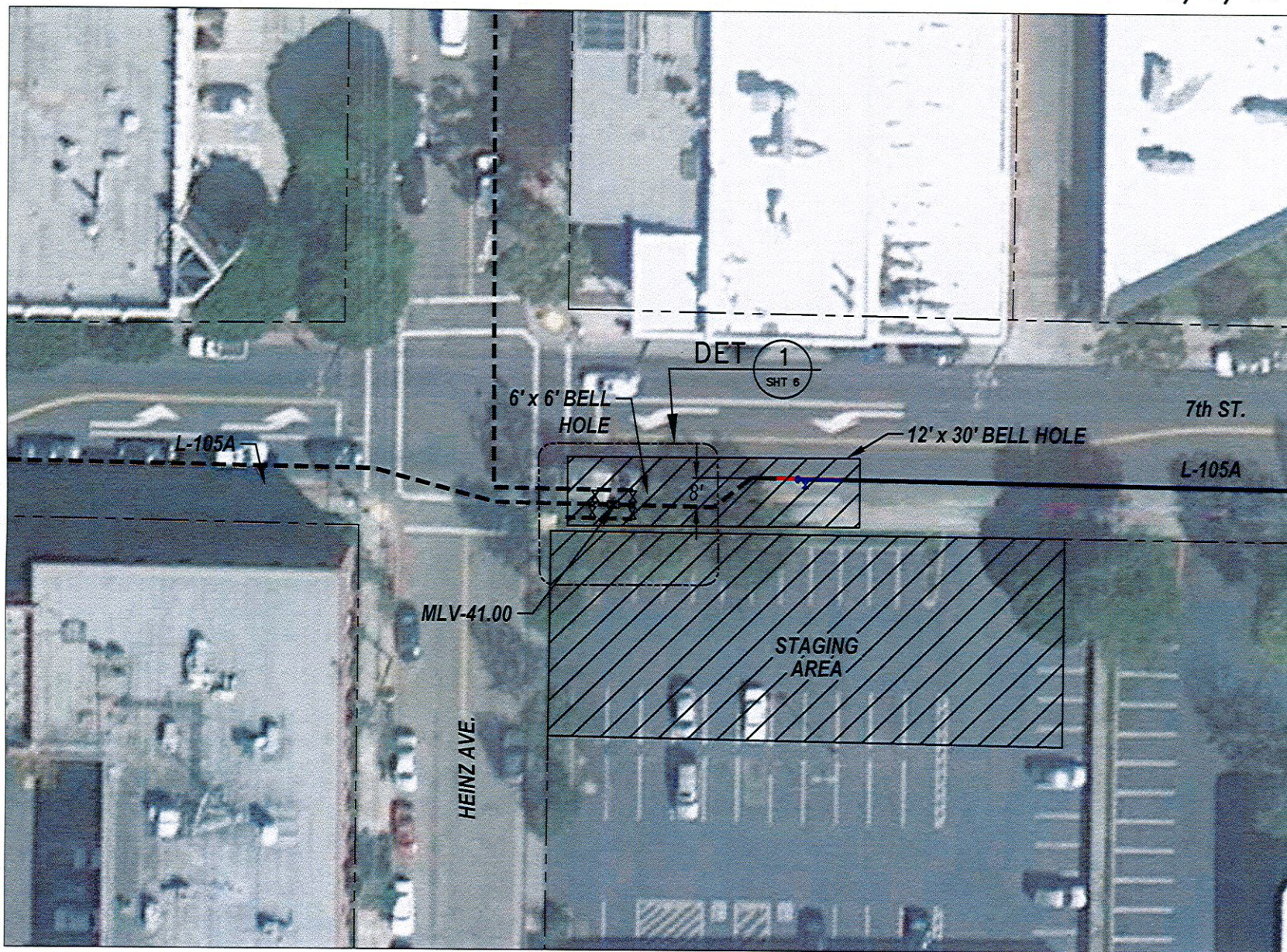
TPR Plan #	PITT 110-11	Scale:	Not to Scale
Project #		Sheet #	1
Date:	8/11/2011 Rev2		8 Sheet

PG&E HYDROTEST T7
HEINZ AVE. & 7th ST.
(NOT TO SCALE)

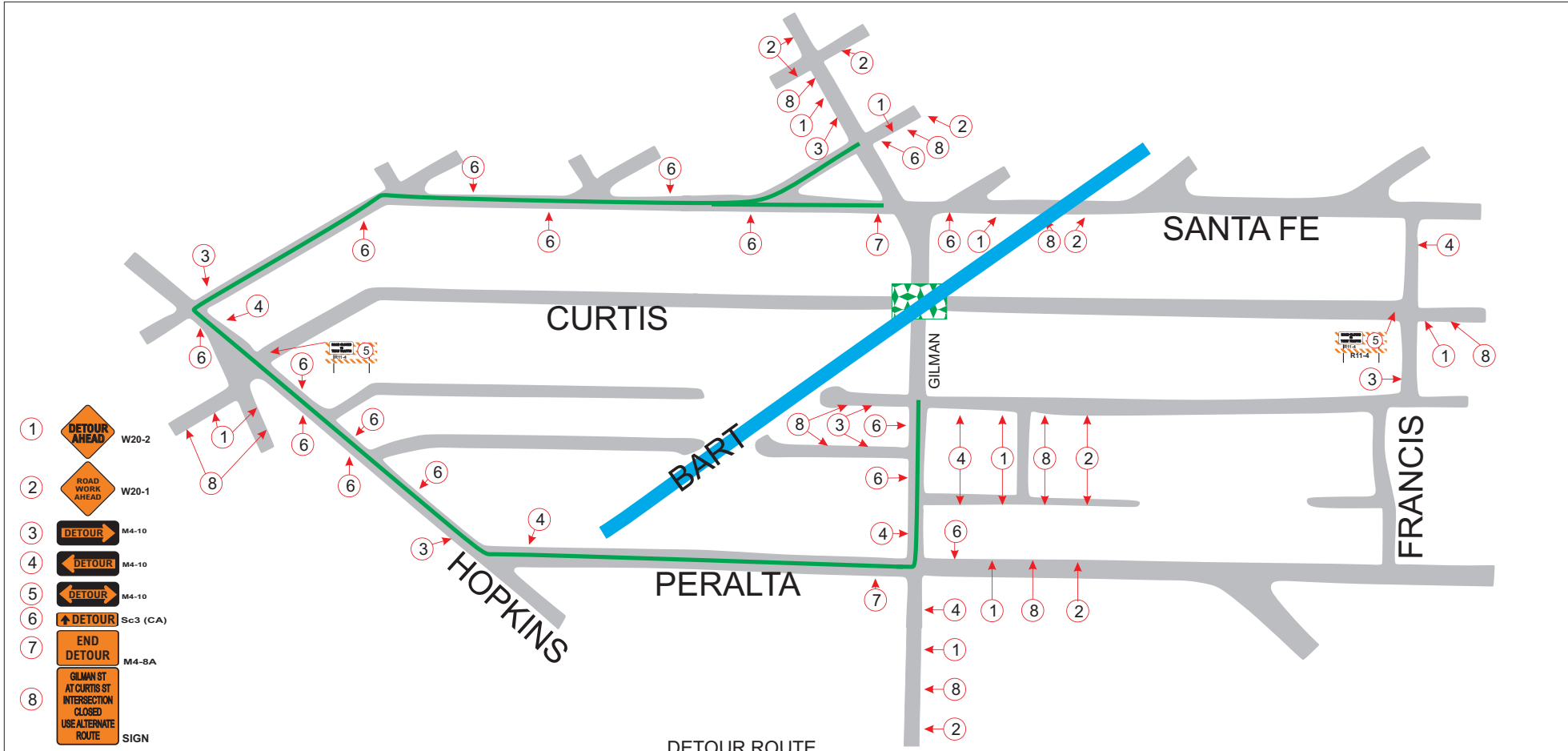
BERKELEY, CA. 94710



8/3/11



TEST LOCATION A



- 1 W20-2
- 2 W20-1
- 3 M4-10
- 4 M4-10
- 5 M4-10
- 6 Sc3 (CA)
- 7 M4-8A
- 8 GILMAN ST AT CURTIS ST INTERSECTION CLOSED USE ALTERNATE ROUTE SIGN

DETOUR ROUTE



	WORK ZONE		LIGHT TOWER
	CERTIFIED FLAGGER		BARRICADE
	REFLECTIVE CONE		SAND FILLED CRASH CUSHION
	STATIONARY C.A.S.		ABSORB 350 ELEMENT
	ARROW BOARD		WATER WALL/WATER FILLED K RAIL
	CHANGEABLE MESSAGE SIGN		20' CONCRETE K RAIL

Owner:	BART	
Project Name:	BART OVERCROSSING	
Prime Contractor:	ATKINSON	
Phone Number:	510-483-1101	Date Prepared:
Prepared By:	STATEWIDE TRAFFIC SAFETY & SIGNS	6/21/12
	STATEWIDE REFERENCE #:	24.2

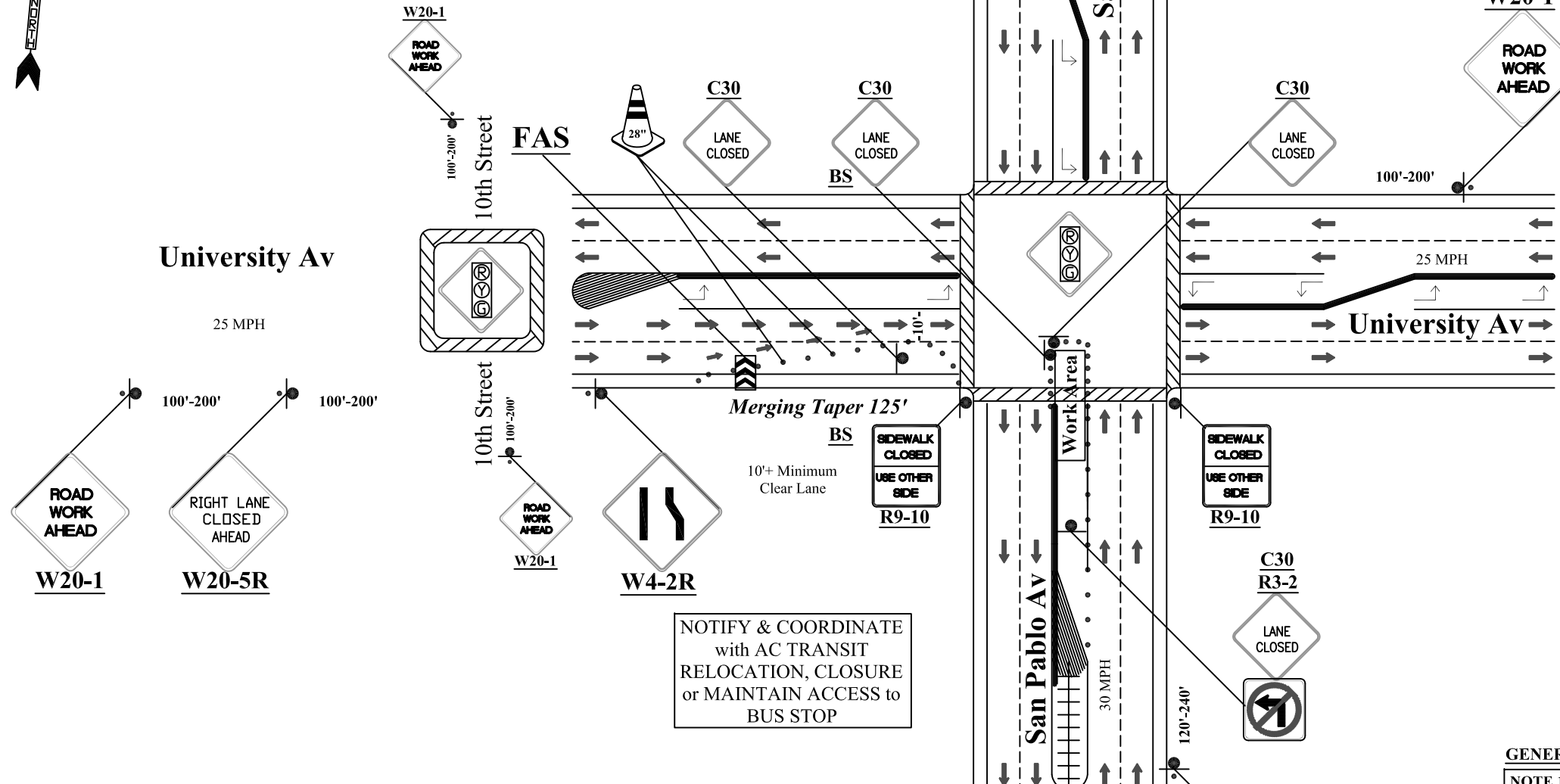
RIGHT LANE CLOSURE(T10/T11):
PEDESTRIAN CONTROL (TA28/29):
Sewer Installation.
University Ave & San Pablo Ave.

9:00 PM to 5:00 AM

PEDESTRIAN ESCORT TO ASSIST and/or ESCORT PEDESTRIANS and CYCLISTS AS NEEDED, REQUIRED OR DIRECTED DURING WORKING HOURS. **ALL PATHWAYS OPEN DURING NON-WORKING HOURS.**

NOTIFY & COORDINATE WITH CITY TRAFFIC ENGINEER WHEN ANY WORK IS PERFORMED WITHIN 200' OF SIGNALIZED INTERSECTION

REMOVE OR REDUCE CONTROL ZONE WHEN WORK AREA NO LONGER AFFECTS THAT AREA OF THE ROADWAY



Pedestrian Mitigation - (working hours)...

PEDESTRIANS WILL BE ESCORTED **THROUGH** and/or **AROUND** WORK AREA BY CONTRACTOR IN A SAFE MANNER. CONTRACTOR INITIALS: _____

Pedestrian Mitigation - (non-working hours)...

FOUR (4) FOOT MINIMUM CLEAR PATHWAY EXCLUSIVE OF CHANNELIZERS. PATHWAY SURFACE SHALL BE LEVEL AND SHALL NOT HAVE A SLOPE GREATER THAN 12 to 1 NOR A CROSS SLOPE GREATER THAN 2%. THE SURFACE OF THE PATH SHALL BE FIRM, STABLE & SLIP RESISTANT. THE PATHWAY SHALL BE CONSTRUCTED OF CONCRETE, ASPHALT, NON-SLIP PLYWOOD OR NON-SLIP STEEL PLATE. SURFACE DISCONTINUITIES SHALL NOT EXCEED ONE-HALF (1/2") INCH MAXIMUM.

NOTIFY & COORDINATE with AC TRANSIT RELOCATION, CLOSURE or MAINTAIN ACCESS to BUS STOP

GENERAL NOTES...

- NOTE 1: One 10'+ clear lane eastbound, access for emergency vehicles, public services, business & residents maintained at all times. All lanes open during non-working hours.
- NOTE 2: Sign spacing and tapers based on 25 MPH = 100'-200'; refer to and use CA/MUTCD 2010, Caltrans Standard Plans manual as a minimum standard and be in compliance with local City requirements. Remove or cover conflicting signs.
- NOTE 3: All signage and channelizers to be night visible retroreflective to approaching motorists for a minimum of 1,000'. Signage should be flagged and/or lighted.
- NOTE 4: The location of the signs as shown on this illustration are guidelines and actual locations will depend upon alignment (curves), grade (hills), location of street intersections and 85th percentile / posted speed limits / prima facie. Temporary traffic control signage to be removed or covered during non-working hours. TTC signage to be black on orange.
- NOTE 5: All open excavations to be steel plated and pinned or backfilled during non-working hours. Place bump/open trench signs as needed. Shoulders to have 4:1 slope.
- NOTE 6: Post No Parking signs 48 hours prior to start of work. Remove or reduce control zone when work area no longer affects that area of the roadway.
- NOTE 7: Pedestrians to be detoured around work area in a safe ADA compliant manner and in a fashion whereas they do not traverse private property or are directed into travelway.

CHART A-CA/MUTCD(Table 6C-1,2,3&4)based upon 10'-11'-12' offset. Adjust if different.

Speed MPH	Sign Spacing	Merging Taper 10' - 11' - 12'	Shifting Taper 10' - 11' - 12'	Shoulder Taper 10' - 11' - 12'	Buffer Space	Cone Spacing Taper	Conflict
25	100'-200'	105'-115'-125'	53'-58'-63'	35'-39'-42'	155'	25'	12'
30	120'-240'	150'-165'-180'	75'-83'-90'	50'-55'-60'	200'	30'	15'
35	140'-280'	205'-225'-245'	103'-113'-123'	69'-75'-82'	250'	35'	17'
40	160'-350'	267'-294'-320'	134'-147'-160'	89'-98'-107'	305'	40'	20'
45	350'-500'	450'-495'-540'	225'-248'-270'	150'-165'-180'	360'	45'	22'
50	500'-600'	500'-550'-600'	250'-275'-300'	167'-184'-200'	425'	50'	25'
55	1000'	550'-605'-660'	275'-303'-330'	184'-202'-220'	495'	50'	25'

CROSSWALKS, SIDEWALKS & BICYCLES:

NOTE: Place pedestrian & bike signage as needed or directed by the City Representative at appropriate locations.

R3-1 R3-2
 Place no right/left turn signage at all affected driveways and side streets in traffic control zone.

LEGEND...

- Reflective Sign.
- Reflective Channelizer.
- Flashing Arrow Sign.

PRECISION ENGINEERING
 92 Natoma Street
 San Francisco, CA. 94105
 415.621.4882 Fax:415.621.4812
 www.precision-engineering-inc.com

EQUIPMENT

- Sign Symbol ◀ HIGH-LEVEL
- x TUBES, x CONES, x BARRELS
- TYPE I'S — TYPE II'S
- ▬ TYPE III'S
- ▬ ARROW PANEL

PRE-WARNING SIGNS

- 36" X 36" — "A" Lights
- x 48" X 48" — "B" Lights
- Stand. Ints. — "C" Lights
- x SUPER ENGINEER GRADE

START DATE: 9:00 PM to 5:00 AM
TIME: 9:00 PM to 5:00 AM
DURATION: One (1) Day
DWG: Right Lane Closure
DATE: 10/27/10
DRAWING NOT TO SCALE

TRAFFIC CONTROL DRAFT NO. WCR10
CONTRACTOR: Precision Engineering
AGENCY: City of Berkeley
LOCATION: University Av & San Pablo Av

A DRAFT by Philip M. Sponable
ATSSA
 #00225176 exp. 12/18/12

CONTACT: Finbar Brody 415.760.8718 finbar.brody@precision-engineering-inc.com

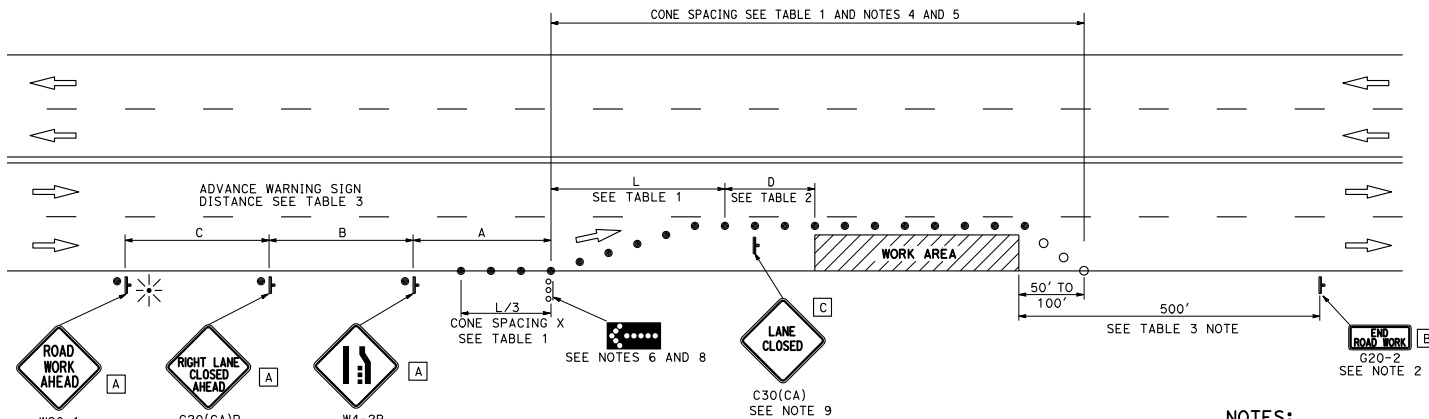
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Devinder Singh
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

Devinder Singh
No. C50470
Exp. 6-30-17
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



TYPICAL LANE CLOSURE

NOTES:

See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
All temporary warning signs shall have black legend on fluorescent orange background.
California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- † TEMPORARY TRAFFIC CONTROL SIGN
- ⬢ FLASHING ARROW SIGN (FAS)
- σσσ FAS SUPPORT OR TRAILER
- ☀ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 18"
- C 30" x 30"

NOTES:

1. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
2. A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
3. If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT _____ MILES", use a C20(CA) sign for the first advance warning sign.
4. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
5. Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
6. Flashing arrow sign shall be either Type I or Type II.
7. For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
8. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
9. Place a C30(CA) sign every 2000' throughout length of lane closure.
10. Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
11. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS**

NO SCALE

T11

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

All temporary warning signs shall have black legend on fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

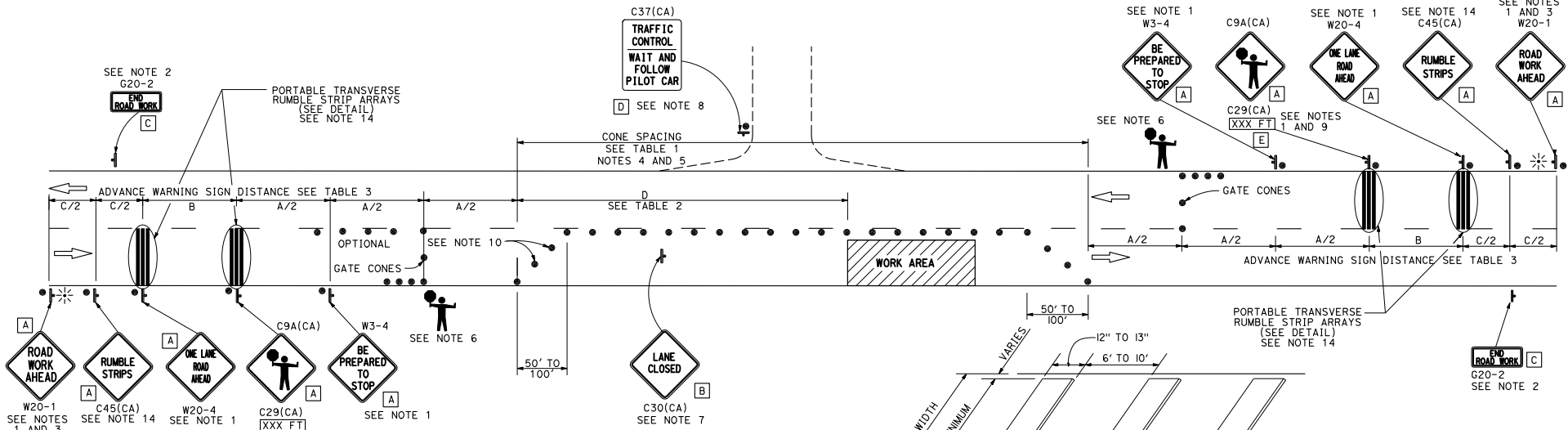
Devinder Singh
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

Devinder Singh
No. C50470
Exp. 6-30-17
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

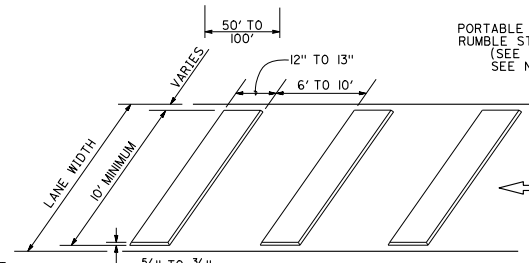
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL



NOTES:

- Each advance warning sign in each direction of travel shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane control unless the end of work area is obvious, or ends within a larger project's limits.
- If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT _____ MILES", use a W20-4 sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Additional advance flaggers may be required. Flagger should stand in a conspicuous place, be visible to approaching traffic as well as approaching vehicles after the first vehicle has stopped. During the hours of darkness, the flagging station and flagger shall be illuminated and clearly visible to approaching traffic. The illumination footprint of the lighting on the ground shall be at least 20' in diameter. Place a minimum of four cones at 50' intervals in advance of flagger station as shown.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work areas. They are optional if the work area is visible from the flagger station.
- When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within traffic control area. Signs shall be clean and visible at all times. Where traffic can not be effectively self-regulated, at least one flagger shall be used at each intersection within traffic control area.
- An optional C29(CA) sign may be placed below the C9A(CA) sign.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
- The color of the portable transverse rumble strips shall be black or orange. Use 2 arrays, each array shall consist of 3 rumble strips.
- Portable transverse rumble strips shall not be placed on sharp horizontal or vertical curves nor shall they be placed through pedestrian crossings.
- If the portable transverse rumble strips become out of alignment (skewed) by more than 6 inches, measured from one end to the other, they shall be readjusted to bring the placement back to the original location.
- Portable transverse rumble strips are not required if any one of the following conditions is satisfied:
 - Work duration occupies a location for four hours or less
 - Posted speed limit is below 45 MPH
 - Work is of emergency nature
 - Work zone is in snow or icy weather conditions



PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 30" x 30"
- C 36" x 18"
- D 36" x 42"
- E 20" x 7"

LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ PORTABLE FLASHING BEACON
- 👤 FLAGGER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS

NO SCALE

T13

254

2015 STANDARD PLAN T13