REQUEST FOR QUALIFICATIONS (RFQ)
Specification No. 18-11188-C
FOR
ON-CALL CIVIL ENGINEERING SERVICES FOR SANITARY SEWER PROGRAM
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide On-Call Civil Engineering Services for Sanitary Sewer Program. As a Request for Qualifications (RFQ) this is not an invitation to bid, thus it will not be opened publicly.

The project scope, content of Statement of Qualifications (SOQ), and vendor selection process are summarized in the RFQ (attached). Responses must be received no later than 2:00 pm, on Tuesday, March 27, 2018. All responses must be in a sealed envelope and have “ON-CALL CIVIL ENGINEERING SERVICES FOR SANITARY SEWER PROGRAM” and Specification No. 18-11188-C clearly marked on the outermost mailing envelope. Please submit one (1) unbound original and three (3) unbound copies of the responses as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Responses will not be accepted after the date and time stated above. Incomplete responses that do not conform to the requirements specified herein will not be considered. Issuance of the RFQ does not obligate the City of Berkeley (“City”) to negotiate or award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of responses for the subject work. The City retains the right to award all or parts of this contract to several firms or individuals, to not select any of the firms or individuals, and/or to re-solicit Statements of Qualifications. The act of submitting a response is a declaration that the proposer has read the RFQ and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Kenneth Emeziem, Supervising Civil Engineer, via email at kemeziem@cityofberkeley.info no later than March 16, 2018. Answers to questions will not be provided by telephone. Rather, answers to all question or any addenda will be posted on the City of Berkeley site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your response.

Sincerely,

Shari Hamilton
General Services Manager

2180 Milvia Street, Berkeley, CA 94704  Tel: 510.981.7320  TDD: 510.981.6903  Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us  Website: http://www.ci.berkeley.ca.us/finance
I. BACKGROUND

The City of Berkeley is seeking a qualified firm(s) or individual(s) to provide, under the direction of a City Program Manager, civil engineering and design services for its capital improvement projects. The City requires these services to assist and augment City staff as necessary to implement the City’s Capital Improvement Program.

The qualified firm(s) or individual(s) shall provide consulting services on an “as-needed” basis for projects to be determined during the term of the contract. The City may elect to enter into a contract with two (2) to four (4) firms to provide these services. The contract(s) will be for a three (3) year term with task order assignments awarded such that their specified durations do not exceed the contract term. The City will issue task orders for each project based upon the scope of services, work schedule, and fee proposal submitted to the City for its review and approval. The anticipated total Fiscal Year (FY) funding level for consulting services is as follows: FY 2019 - $800,000, FY 2020 - $800,000 and FY 2021 - $800,000 for a total of $2.4 million.

The services may include, but are not necessarily limited to, planning, conceptual design, design, preparation of plans, cost estimation, preparation of bid documents, construction engineering support, construction management and construction inspection for sewer rehabilitation projects.

The City is seeking civil engineering consultants with experience in sanitary sewer system improvements and design. The consultant or its sub-consultants should have the ability to provide closed-circuit television (CCTV) inspection, surveying, geotechnical investigation, and utility locating services as required. Consultants may form teams with other consultants in response to this RFQ. Sub-consultants shall be identified in the SOQ.

Consultants should have experience with trenchless pipe rehabilitation design, including but not limited to pipe bursting, pipe reaming, slip lining, cured-in-place-pipe, and conventional open trench construction. See (Attachment J) for an excerpt from sample project specifications, which includes typical bid item descriptions for sanitary sewer rehabilitation projects using trenchless construction methods. Experience with design of sanitary sewer lift stations is preferred but not required.

Additionally, the City would like a consultant project manager to be available, if needed, for certain contracts or projects, to serve as the City’s project manager during design, and construction manager during construction. The City may provide this individual a temporary office within the Engineering Division of the Public Works Department and they may be expected to spend the necessary amount of time in the office, as determined and requested by the City.

II. SCOPE OF SERVICES

In general, the Consultant shall perform civil engineering services on an “on-call or as-needed” basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

A. Preliminary Engineering

1. Pipe inspection – perform and review closed-circuit television inspection of existing pipes.
3. Existing utilities – obtain existing utility maps from various agencies (City of Berkeley, EBMUD, PG&E, Comcast, AT&T, etc.) and incorporate into survey drawings.
4. Prepare alternative preliminary layouts and estimates of probable cost for alternatives.
5. Prepare engineering details and calculations.
6. Present alternatives and provide recommendations and analyses of the advantages of each alternative.
B. Permits

Assist the City in obtaining approvals from applicable agencies including Caltrans, Department of Fish and Wildlife, Army Corp of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission, and/or other agencies as may be required.

C. Construction Documents

Prepare engineering calculations and designs, plans, technical specifications, cost estimates, and contract bid documents. The City will prepare the front-end project specifications. The City shall review the bid documents at the preliminary engineering, sixty percent (60%), ninety percent (90%), one hundred percent (100%), and final document stages, or as deemed necessary by the City. All project calculations, supporting and reference information, correspondence, photos, documents, etc. shall be provided to City with the final submittal or upon request.

Drawings shall be prepared in a standard engineering scale using Civil 3D version approved by the City, and must comply with the City of Berkeley computer Aided Design (CAD) standards. Final drawings shall be wet signed and stamped on 24-inch by 36-inch bond, or as requested by the City Project Engineer. All project Civil 3D files (i.e. drawings, x-refs, blocks, fonts, etc.) shall be provided to the City on CD or DVD after the completion of “as-built” drawings.

D. Bidding Stage

Assist the City in answering bidders’ questions, attend pre-bid conferences and job walks, and perform constructability review of plans.

E. Construction Stage

1. Attend pre-construction conference.
2. Monitor construction schedule, visit construction site as required for progress and quality of work evaluation.
3. Assist the City Project Manager, City Inspector, and Contractor with interpretation of plans, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
4. Upon completion of construction, the consultant may be required to prepare “As-built” drawings.
5. The Consultant may also be required to perform construction staking.

F. City Responsibilities

1. Furnish scope of work request for each project assigned.
2. Furnish utility maps of existing sanitary sewer and storm drain utilities.
3. Furnish sample construction plans.
4. Prepare project front-end specifications.

III. SUBMISSION REQUIREMENTS

All Statements of Qualifications (SOQ) shall include the following information, organized as separate sections of the SOQ. The SOQ should be concise and to the point.
A. Consultant Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

B. Firm Experience:

Provide a listing of similar projects that have been completed by the firm within the past five (5) years. This listing should include a brief description of each project, the location, date, and (if possible) the address and telephone number of a contact person.

C. Individual Staff Experience:

Provide a listing of each key staff person(s) in the firm who will be assigned to the project and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, related experience, educational background, and years of experience with the team.

D. Consultant Team:

Provide a description of the team, the organization and its general experience, and specific experience of assigned staff. Provide a listing of similar projects of similar scope, which have been completed by members of the consultant team within the past five (5) years. This listing should include a description of each project; the location; construction cost; date; and (if possible) the clients’ name, address, and phone number of a contact person.

E. Client References:

Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

F. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the SOQ on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

G. Budget:

Demonstrate track record in meeting budgetary requirements.
H. **Project Organization:**

Provide a chart showing the names and assignments of all key personnel. The chart should include proposed lines of communication with City staff. Any proposed sub-consultants should be clearly identified on the chart.

I. **Staffing**

Provide a statement of current staffing and existing workload of key personnel.

J. **Project Understanding and Approach:**

This section of the SOQ should include a clear description of the Consultant’s understanding of the project and state the approaches and methodologies which the consultant proposes to undertake in order to meet the stated objectives of the City. Provide a work plan with as much detail as needed to describe how the required services and scope of work will be performed.

K. **Quality Assurance/Quality Control (QA/QC):**

This section of the SOQ should address any QA/QC programs the proposer has established or proposes to establish and utilize throughout this project, including any QA/QC program the City has established.

### IV. CONSULTANT SELECTION PROCESS

Evaluation will include, but is not limited to the criteria below:

A. Experience and demonstrated ability of the team. – 35 points
B. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 25 points
C. Prime consultant and sub-consultants experience in providing similar projects. – 10 points
D. Client References. – 10 points
E. Overall quality of the response and conformance with RFQ requirements for content (reference Section III – Submission Requirements). – 20 points

After a review of the proposals from the short listed respondents, the City may ask the proposers to make an oral presentation to answer any questions the City may have and to clarify their proposal. The City will then rank the proposals and then request fee schedules *or utilize fee schedule from sealed envelopes* from the selected proposers and will attempt to negotiate satisfactory contracts with them. If the City is unable to reach agreement with the selected respondents, the City will repeat the negotiation process with the next highest ranking respondent, and so on, if necessary.

The City reserves the right to reject any and all submissions.

### V. PAYMENT

**Invoices:** Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Payments: The City will make payment to the vendor within 30 days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**
E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently $14.97 (if medical benefits are provided) or $17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance. (Worker’s Compensation Insurance cannot be waived for any person who employs others.)

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable
misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the
discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager
within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA
94704, issues business licenses. Contractors should contact this division for questions and/or
information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when
such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when
such paper is available at the time it is required. If recycled paper is not available the Contractor shall use
white paper. Written reports or studies shall be printed on both sides of the page whenever practical.

E. State Prevailing Wage

Certain labor categories under this project may be subject to prevailing wages as identified in the State
of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed
for any “work performed during the design and preconstruction phases of construction including, but
not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition
of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:

http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VIII. SCHEDULE (dates are subject to change)

- Issue RFQ to potential bidders: March 7, 2018
- Questions Due March 16, 2018
- Proposals due from potential bidders March 27, 2018
- Complete Selection Process April 6, 2018
- Council Approval of Contract (over $50k) June 26, 2018
- Award of Contract July 13, 2018
- Sign and Process Contract July 20, 2018
- Notice to proceed July 23, 2018

Thank you for your interest in working with the City of Berkeley for this service. We look forward to
receiving your Statement of Qualifications.

Attachments:

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Disclosure Form Attachment F
• Right to Audit Form  Attachment G
• Insurance Endorsement  Attachment H
• Equal Benefits Certification of Compliance  Attachment I
• Description of Bid Items  Attachment J
ATTACHMENT A

CHECKLIST

- Proposal describing service (one unbound original and 5 copies)
- Contractor Identification and Company Information
- Client References
- The following forms, completed and signed in blue ink (attached):
  - Non-Discrimination/Workforce Composition Form  Attachment B
  - Nuclear Free Disclosure Form  Attachment C
  - Oppressive States Form  Attachment D
  - Living Wage Form  Attachment E
  - Equal Benefits Disclosure Form  Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR(S) AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide original-signed in blue ink Evidence of Insurance
  - Auto
  - Liability
  - Worker’s Compensation

- Right to Audit Form  Attachment G
- Commercial General & Automobile Liability Endorsement Form  Attachment H
- Equal Benefits Ordinance Certification of Compliance (EBO-1)  Attachment I
- Berkeley Business License

For informational purposes only: Sample of Professional Services Contract can be found on the City’s website on the current bid and proposal page at the top of the page.
NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: ________________________
Address: _______________________________________________________________
Business Lic. #: ___________

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<thead>
<tr>
<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
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<td>Female</td>
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<td>Official/Administrators</td>
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<td>Para-Professionals</td>
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<td>Office/Clerical</td>
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<td>Skilled Craft Workers</td>
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<td>Service/Maintenance</td>
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<td>Other (specify)</td>
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<td>Totals:</td>
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Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? __________________________
If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: __________________________
Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: ________________________________________________________________ Date: __________________

Verified by: _____________________________________________________________ Date: __________________
City of Berkeley Contract Compliance Officer

Attachment B
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 that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that 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 that require a combination of basic scientific or technical knowledge and manual skill that 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.

Para-Professionals - 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 Transporters" 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.
CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

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

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

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

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

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

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

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

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

Printed Name: ____________________________ Title: ____________________________

Signature: ____________________________ Date: ____________________________

Business Entity: ____________________________

Contract Description/Specification No: On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C
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. (hereafter "Resolution"). 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 Ado, Kham and U-Tsang

“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: __________________________________________________________________________

Contract Description/Specification No.: On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C

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: ________________________________

Attachment D
City of Berkeley
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
   YES ____    NO ____

   If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ____    NO ____

      If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
   YES ____    NO ____

   If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ____    NO ____

      If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

Attachment E
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more or their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more or their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: ___________________________________Title:________________________________________
Signature: _______________________________________ Date:_______________________________________

Business Entity:  ______________________________________________________________________________

Contract Description/Specification No:  On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C

Section III

* * * FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY * * *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name ___________________________________ Department Representative __________________________
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: ____________________________________________________________________________________

Specification No.: On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C Attachment F
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: ____________________________________________

Contract Description/Specification No: On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment G
CITY OF BERKELEY
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:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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 Sean Rose, Manager of Engineering, Department of Public Works, 1947 Center Street, 4th Floor, Berkeley, CA. 94704

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

_______________________________________
Insurance Company

Date: _____________ By: ______________________________________
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: On-Call Civil Engineering Services for Sanitary Sewer Program/ 18-11188-C

Attachment H
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**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>ZIP:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

**SECTION 2. COMPLIANCE QUESTIONS**

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

B. Does your company provide (or make available at the employees’ expense) any employee benefits?
   - [ ] Yes  [ ] No
     - If “Yes,” continue to Question C.
     - If “No,” proceed to Section 5. *(The EBO is not applicable to you.)*

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

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

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

**SECTION 3. PROVISIONAL COMPLIANCE**

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   - [ ] By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   - [ ] At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   - [ ] Upon expiration of the contractor’s current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?  
   - [ ] Yes  [ ] No
* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

**SECTION 4. REQUIRED DOCUMENTATION**

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

**SECTION 5. CERTIFICATION**

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

Executed this _______ day of _________________, in the year __________, at ____________________, ________ (City)

(State)

Name (please print)      Signature

Title        Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

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

☐ Provisional Compliance Category, Full Compliance by Date: _________________________________________

Staff Name(Sign and Print): ___________________________ Date: _______________
DESCRIPTION OF BID ITEMS

Description of Bid Items including their respective measurement for payment are listed below:

BID ITEM NO. 1: MOBILIZATION AND DEMOBILIZATION

Mobilization shall include obtaining insurance and bonds, moving all materials and equipment onto the site, obtaining and paying for all permits by other agencies if applicable, furnishing temporary construction utilities, installing construction signs (see Special Conditions of the Special Provisions for details), and installing any temporary buildings, spaces and facilities for the Resident, Project Representative and inspectors, and other construction facilities all as required for the proper performance and completion of the work.

Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

Measurement for payment shall be as Lump Sum (LS). For the purpose of payment, mobilization will be assumed to be 60 percent of the total amount bid for this item. Payment for mobilization will be according to the following schedule.

A. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more the original contract amount, 50 percent of the contract item price for mobilization will be included in said estimate for payment.

B. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the contract item price for mobilization, and said amount will be included in said estimate for payment.

C. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization, and said amount will be included in said estimate for payment.

BID ITEM NO. 2: TRAFFIC CONTROL PLAN AND PROVISIONS

Contractor shall provide traffic control as described under Special Condition No. 24 of the specifications. Contractor shall submit a proposed traffic control plan, no later than two (2) weeks after the award of the project by the Berkeley City Council, for review and approval by the City’s traffic engineer. The plan shall be prepared under the direction of a licensed traffic engineer or civil engineer, who must stamp and sign the plan.

Measurement for payment shall be as Lump Sum (LS). The contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.
BID ITEM NO. 3: LIGHTED MESSAGE BOARD

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 boards shall be installed as directed by the Engineer at least 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. Construction signs are included under Bid Item "Mobilization and demobilization". Board shall be maintained to the satisfaction of the Engineer.

Measurement for payment shall be as Each (EA).

BID ITEM NO. 4: PRE-CONSTRUCTION AUDIO/VIDEO SURVEY, AND DISTRIBUTION OF PUBLIC NOTICES

This item shall include all inspection, manpower, equipment, recording devices, and support material (written records and video-inspection logs) as required to document existing conditions at the project site. One copy shall be furnished to the City. This item is to record all preconstruction surface conditions for work areas to facilitate restoration of improvement to existing conditions. The first Public Notice has been distributed to the affected residents. Included in this bid item is the second notice (Door Hanger) to be distributed at least 72 hours prior to start of construction.

Measurement for payment shall be as Lump Sum (LS). The contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

BID ITEM NO. 5: PRE-CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND LOCATION OF ACTIVE HOUSE LATERALS

This item shall include coordination with and notification of the public; locating, identifying, marking and recording active laterals; and documenting the pre-construction condition of existing sewer pipes. This item shall include labor, materials, utility marking devices, CCTV equipment, videos devices, and other CCTV related materials for clear documentation of deficiencies in the existing sewer pipes and location of laterals. Flow control, diversion and/or bypass pumping required in order to facilitate the pre-construction CCTV shall be included.

Documentation shall consist of a color, DVD-format video, log sheets, and a written report detailing the pre-construction condition of the pipeline and lateral connection/openings. The report shall note the time and date of video inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipe size, pipe material, lateral connections, video tape number, counter number, and a detailed logging of defects encountered.
The camera shall be lowered into the upstream manhole (or access point) and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate distance reading. The cable distance-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall provide a view of the inside of the insertion manhole, then move through the pipeline in a downstream direction whenever possible, stopping at the center of the next manhole and provide a view of the inside of the end structure. The cable distance counter shall measure the distance between each inspection segment – centerline to centerline. The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Observations shall include, but not be limited to: Laterals – Standard, Laterals – Protruding, Cracks, Offset Joints. Open Joints, Sags, Line Deviations, Siphons, Missing Sections, Mortar, Infiltration, Debris, Grease, and Roots. If the quality of the video is deemed unacceptable by the Engineer, the pipeline shall be re-televised at no additional cost to the City.

Contractor shall identify all defects in the existing pipe requiring corrective action prior to pipe rehabilitation and identify any areas that require additional corrective actions that are above and beyond allowance for point repairs included in the bid items for pipe rehabilitation. Any areas that may require additional corrective actions shall be documented and provided to the Engineer for immediate review and direction. CCTV shall be provided to the City’s Engineer within 2 weeks of notice to proceed.

Measurement for payment shall be in Linear Foot (LF) of pre-construction video inspection of pipe inspected (regardless of pipe size) and submittal of video and report to the City. Any time or materials expended on investigating inactive laterals shall be included in the unit cost of locating active laterals. Work on this bid item shall be in accordance with Sub-section 313-9 of the technical provisions.

**BID ITEM NO. 6: CONSTRUCTION STAKING AND CUT SHEETS**

This item shall include setting of construction stakes or markers as necessary to establish the lines and grade required for the execution and completion of the work specified in the plans and specifications. Included in this bid item is the preparation of cut/fill sheets to be submitted to the Engineer for approval prior to staking. The Contractor shall be responsible for any errors made in the sewer flow line and grade of the finished work and shall remedy the defective work with no extra cost to the City.

Measurement for payment shall be as Lump Sum (LS). For additional information, see Special Conditions of the specifications.

**BID ITEM NO. 7: REHABILITATE EXISTING MANHOLE, ALL DEPTHS**

Contractor shall verify that the manhole identified to be rehabilitated is a precast concrete manhole. Brick manholes shall not be rehabilitated. If the manhole is not a precast concrete manhole, Contractor shall notify the Engineer for further direction and prior to any further work on the manhole. If the manhole is a precast concrete manhole, work shall proceed as described below.
This item shall include removal of existing concrete as required, removal of existing steps, removal and replacement of the manhole rim, frame and cover, delivery of discarded frame and cover to the City's Corporation Yard, repair of damaged connections to manhole, construction of new concrete flow channel as indicated in the plans and specifications, installation of new drop connection when elevation difference between the inlet and outlet is at least the distance for the required fittings and the drop is 18-inches or greater, grouting (if necessary) with Mainstay ML-72, lining of manhole interior wall with Mainstay DS-5, removal and disposal of debris, sediment and grease, traffic control including flagging if required or as directed by the Engineer, flow control, diversion or bypass pumping, dewatering, furnishing of concrete to raise the manhole invert to the elevation shown in the Plans, and forming and reconstructing channels and base. The existing manhole channel shall be removed prior to placing new pipe and concrete. If plastic pipe is laid through manholes, cement water stop manhole coupling shall be used at the pipe entry and exit point for all pipes, and shall be in accordance with the plans and specifications.

Listed below are the names of concrete repair and liner material for manhole rehabilitation and their local distributor:

a) Mainstay by Madewell Products Corporation
   Steve Hallam, Sales Manager
   Telephone: (770) 856-4470
   Fax: (866) 859-2961

Any similar methods submitted by the Contractor that will produce the same result of eliminating water infiltration shall be reviewed and approved by the Engineer. Rehabilitation of the manhole interior surface by means of grouting only will not be accepted. Manhole rehabilitation shall include the installation of an approved lining material.

Measurement for payment shall be as Each (EA). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment and after the delivery of the discarded frame and cover to the City's Corporation Yard. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.

BID ITEM NO. 8: CONSTRUCT STD. MANHOLE AND DROP MANHOLE, ECCENTRIC CONES, ALL DEPTHS

This item shall include the excavation and construction of a new standard manhole or drop manhole as shown in the plans and specifications, the connection to pipe, drop connection, concrete encasement, bedding, backfill, including imported backfill, aggregate base material, compaction, lining of the interior wall of the manhole with Mainstay DS-5 (see Bid Item No.7 for a list of liner material providers), hydrostatic testing for four hours, traffic control including flagging, if required or as directed by the Engineer, flow control, diversion or bypass pumping, dewatering, temporary and permanent resurfacing, including asphalt or concrete pavement reconstruction to restore the existing improvements. Manholes located in the street areas shall
be TYPE A frame and cover in accordance with I/I Standard Detail, Drawing No. 14 and; manholes located in the backline areas shall be TYPE B frame and cover in accordance with I/I Standard Detail, Drawing No. 15. Item shall also include temporary shoring, sheeting, and bracing (which may include sheet piling) as necessary for the execution and completion of the work specified in the plans and specifications.

Measurement for payment shall be made as Each (EA) regardless of depth. Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.

**BID ITEM NO. 9: REMOVE EXISTING STRUCTURES AND CONSTRUCT STD. MANHOLE, DROP MANHOLE, OR LAMPHOLE, ECCENTRIC CONES, ALL DEPTHS**

Contractor shall verify that the manhole identified to be removed is a brick manhole. If the manhole is not a brick manhole, Contractor shall notify the Engineer for further direction and prior to any further work on the manhole. If the manhole is a brick manhole, work shall proceed as described below.

This item shall include the excavation, complete removal of existing manhole or lamphole structure, removal and replacement of the manhole rim, frame and cover, delivery of discarded frame and cover to the City's Corporation Yard, removal and disposal of debris, the construction a new standard manhole, mini-manhole, drop manhole, or lamphole as shown in the plans and specifications, the connection to pipe, drop connection, concrete encasement, bedding, backfill, including imported backfill, aggregate base material, compaction, lining of the interior wall of the manhole with Mainstay DS-5 (see Bid Item No.7 for a list of liner material providers), hydrostatic testing for four hours, traffic control including flagging, if required or as directed by the Engineer, flow control, diversion or bypass pumping, dewatering, temporary and permanent resurfacing, including asphalt or concrete pavement reconstruction to restore the existing improvements. Structures located in the street areas shall be TYPE A frame and cover in accordance with I/I Standard Detail, Drawing No. 14 and; structures located in the backline areas shall be TYPE B frame and cover in accordance with I/I Standard Detail, Drawing No. 15. Item shall also include temporary shoring, sheeting, and bracing (which may include sheet piling) as necessary for the execution and completion of the work specified in the plans and specifications.

Measurement for payment shall be as Each (EA). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment and after the delivery of the discarded frame and cover to the City's Corporation Yard. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.
BID ITEM NO. 10: REHABILITATION BY METHOD "A" CURED-IN-PLACE-PIPE (CIPP) LINER, INCLUDES POINT REPAIR TO CORRECT SAGS

This method of sewer rehabilitation involves the insertion of an approved epoxy or epoxy-vinyl ester-resin-impregnated flexible fabric tube. This fabric tube is installed by pulling it through the existing pipe and inflating the tube membrane using a hydrostatic head. The material shall be compatible with and capable of carrying epoxy or epoxy-vinyl-ester resin, be able to withstand installation pressures and curing temperatures. The approved epoxy shall be compatible with the application and be able to cure in the presence of hot water or steam. Refer to Section 500 of the “Green Book” 2000 Edition (See Part D – Technical Provisions and Appendix No. 4), for material composition, testing and other requirements for the installation of CIPP liner. PVC Pipe Liner is not allowed for this project.

If specified on the plans, this method can also include the use of an approved ultraviolet (UV) light-cured resin-impregnated fiberglass tube liner (See Special Condition No. 30). The Project Engineer reserves the right to change the design from UV CIPP to flexible fabric (felt) CIPP.

This method shall include all items necessary for the execution and completion of this rehabilitation method, including, but not limited to surface removal and restoration including reconstruction of pavement on any street disturbed by the sewer work (See Special Condition No. 18), dewatering, flow control, diversion or bypass pumping (Note: Bypass Pumping for sewer mains 27” and larger, shall be included in Bid Item No. 28), point repairs, removal of protruding laterals, excavation, backfill including imported backfill, sewer cleaning, testing, pre-construction, video inspection (CCTV) and traffic control. For post construction CCTV inspection, see Bid Item No. 16.

Obtaining construction access from property owners for work on private property shall be included in the unit bid price, see Special Condition No. 20).

Measurement for payment shall be in "Linear Foot (LF)." Payment includes as-built submittals to the City. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.

BID ITEM NO. 11: REHABILITATION BY METHOD "B" PIPE SPLITTING OR OTHER COMPARABLE METHOD, INCLUDES POINT REPAIR TO CORRECT SAGS

This method involves the use of a hydraulically powered system to install a new pipe through, and in the place of, an existing pipe. This method includes the operation known as pipe splitting or bursting whereby the hydraulic powered system is used to expand and break away existing pipe and at the same time pull a new pipe into the resulting pipe space.

This method also includes the operation known as sliplining whereby a new pipe is inserted into and pulled through an existing pipe of larger diameter, and the existing pipe generally remains intact.
There are several types of pipe breaking and/or sliplining equipment now available and the Contractor shall submit to the City for review and approval the method to be used, procedures, equipment and diagrammatic sketches showing the pipe installation.

This method includes the excavation of two pits large enough to accommodate the winching equipment in one pit, and insertion of the new HDPE pipe in the other.

This method shall include all items necessary for the execution and completion of this rehabilitation method, including, but not limited to surface removal and restoration including temporary and permanent resurfacing, including asphalt or concrete pavement reconstruction to restore the existing improvements disturbed by the work. See Special Conditions regarding working areas and excavation pits, dewatering, flow control, diversion or bypass pumping, point repairs, excavation backfill including concrete grout where noted on the drawings and at lateral connections and other openings, imported backfill, compaction of bedding material beneath and around the location of active lateral connections, pipe cleaning, and installation, testing, pre-construction video inspection (CCTV), and traffic control.

HDPE pipe length shall be assembled in the field with butt-fused joints in accordance with ASTM D 2657 and sub-section 500-1.3.5 (a) Butt Fusion of Section 500-1.3 POLYETHYLENE SOLID WALL LINER INSERTION PROCEDURE of the Technical Provisions.

At no extra cost to the City, Contractor shall repair to original condition any surface damaged as a result of ground heave from method “B” rehabilitation. This includes restoration of grading, paving, sidewalks, driveways, curb, gutter, striping, landscaping, or of any other surface feature damaged by method “B” rehabilitation.

Provide an allowance of one point repair (25 contiguous linear feet, or less) per 600 feet of existing pipe being rehabilitated in the unit price bid, see Special Condition No. 15.

Obtaining construction access from property owners for work on private property shall be included in the unit bid price, see Special Condition No. 20).

Item shall also include temporary shoring, sheeting, and bracing (which may include sheet piling) as necessary for the execution and completion of the work specified in the plans and specifications. See Special Condition No. 19 for approximation of ground elevation and depth of excavation for backline sewers.

Measurement for payment shall be in Linear Foot (LF). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment. Payment includes As-Built submittals to the City. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.
BID ITEM NO. 12: SEWER CONSTRUCTION AND REPLACEMENT BY METHOD “C” TRADITIONAL OPEN TRENCH METHOD, 8-INCH TO 45-INCH DIAMETER, INCLUDES REPAIR OF SAGS

This item shall include all items necessary for the execution and completion of this work including, but not limited to saw cutting of existing surfacing, excavation, hand excavation including potholing to determine the location of existing sewer and adjacent main and service utilities before trenching, correction of conflict between new sewer and utilities, removal and disposal of abandoned utilities as required, restoration of curb, gutter and sidewalk, restoration of existing improvements such as landscaping, lawn, brick walkways, retaining walls, etc. (see Special Condition No. 18), flow control, diversion or bypass pumping (Note: Bypass Pumping for sewer mains 27” and larger, shall be included in Bid Item No. 28), locating wire, connection to existing structures, dewatering, bypass pumping, pipe provision and installation, bedding, backfill, including imported backfill, aggregate base material, compaction of bedding material beneath and around the main and at the locations of active lateral connections, pipe cleaning, and installation, traffic control including flagging if required or as directed by the Engineer, temporary resurfacing, permanent resurfacing including concrete pavement reconstruction, testing of new sewer line, including pre-construction and post construction video inspection, and all other work (excluding manholes) necessary to install the pipe complete and in place.

This method includes the excavation of trenches large enough to remove the existing pipe and accommodate the installation of new HDPE pipe. HDPE pipe length shall be assembled in the field with butt-fused joints in accordance with ASTM D 2657 and sub-section 500-1.3.5 (a) Butt Fusion of Section 500-1.3 POLYETHYLENE SOLID WALL LINER INSERTION PROCEDURE of the Technical Provisions.

As directed on the Plans, this method also includes the excavation of trenches large enough to remove the existing pipe and accommodate the installation of new PVC pipe. New PVC pipe to be installed shall match pipe type, wall thickness, and inner diameter of the existing pipe. Connection to existing pipe shall be via shielded repair coupling (Fernco 5000 RC series, or approved equal).

Obtaining construction access from property owners for work on private property shall be included in the unit bid price (see Special Condition No. 20).

Item shall also include temporary shoring, sheeting, and bracing (which may include sheet piling) as necessary for the execution and completion of the work specified in the plans and specifications. See Special Condition No. 19 for approximation of ground elevation and depth of excavation for sewers and backline sewers.

Measurement for payment shall be in Linear Foot (LF). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment. Payment includes As-Built submittals to the City. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.
BID ITEM NO. 13: LOWER LATERAL RECONSTRUCTION (TYPICALLY 4-INCH AND 6-INCH LATERALS)

This item shall include notification of and coordination with the public; saw cutting of existing surfacing including concrete pavement; surface removal and restoration; excavation; dewatering; traffic control including flagging as necessary or as directed by the Engineer; removal and disposal of existing pipe; locating wire; flow control, diversion or bypass pumping; provision and installation of high density polyethylene pipe (HDPE) and fittings (the new lateral pipe and two-way cleanout shall match the existing size); bedding; backfill including imported backfill; compaction; mortar cement for plugging abandoned main sewer at point of disconnections; mortar cement for plugging abandoned lateral sewers at point of disconnection; demolition and removal of existing tee, lateral riser, and cleanout frame and cover for abandoned sewer laterals; testing; temporary and permanent resurfacing including asphalt or concrete pavement reconstruction to match existing improvements; temporary sheeting, plywood, or equivalent type of cover to protect newly-poured concrete from vandalism; sidewalk and driveway repair; and all other necessary work to install the pipe complete and in place.

Item shall also include temporary shoring, sheeting, and bracing as necessary for the execution and completion of the work specified in the plans and specifications. See Special Condition No. 19 for approximation of ground elevation and depth of excavation for backline sewers.

Measurement for payment shall be Linear Foot (LF). Pipe shall be measured along the centerline of the pipe from downstream side of the two-way cleanout near the curb or sidewalk to the connection of the fitting at the sewer main. Unit prices for this bid item are for all depths. Payment includes all As-Built drawings and completion of "House lateral As-Built Record" Forms. The City reserves the right to withhold payment for work under this bid item until successful completion of required testing.

OPTION - Lower lateral reconstruction using pipe rehabilitation method “B” instead of open trench method shall conform to the description of bid item – “SEWER REHABILITATION BY METHOD “B” – PIPE SPLITTING OR OTHER COMPARABLE METHOD” and Special Condition No. 15. Replacement of Concrete encased lower lateral encountered when using this method shall be removed at the Contractor’s expense.

BID ITEM NO. 14: INSTALLATION OF TWO-WAY CLEANOUT AND LATERAL RISER

This item shall include excavation, pipe cutting, cleanout fitting, couplings, riser, connection to the lateral and/or existing building sewer, concrete collar, frame, cover, backfill including imported backfill, compaction, flow control, and dewatering as required.

Measurement for payment shall be made as each "EA". Payment includes all As-Built drawings and completion of "House lateral As-Built Record" Forms.
BID ITEM NO. 15: CONNECTION OF ACTIVE LATERALS TO NEW OR REHABILITATED SANITARY SEWER MAIN OR MANHOLE

This item shall include preparation of manhole or new sewer main for lateral connection; lateral connection including butt fusion, saddle or wye, and miscellaneous materials; use of in situ cutter, bedding, excavation, backfill including imported backfill; dewatering, flow control, diversion or bypass pumping, testing, compaction, traffic control including flagging as necessary or as directed by the Engineer, and temporary and permanent resurfacing to match existing improvements.

Measurement for payment shall be as Each (EA). Payment includes all As-Built drawings and completion of "House lateral As-Built Record" Forms.

BID ITEM NO. 16: POST–CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

Post-construction CCTV inspection shall be performed to determine if the construction of the new pipe is in compliance with the plans and specifications. This item shall include labor, CCTV equipment, videos and other CCTV related materials for proper documentation of the newly installed sewer pipes. Flow control, diversion and/or bypass pumping required in order to facilitate the post-construction CCTV of the large diameter sewer pipe shall be included in Bid Item No. 28.

The camera shall be lowered into the upstream manhole (or access point) and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate distance reading. The cable distance-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall provide a view of the inside of the insertion manhole, then move through the pipeline in a downstream direction whenever possible, stopping at the center of the next manhole and provide a view of the inside of the end structure. The cable distance counter shall measure the distance between each inspection segment – centerline to centerline. The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Observations shall include, but not be limited to: Laterals – Standard, Laterals – Protruding, Cracks, Offset Joints. Open Joints, Sags, Line Deviations, Siphons, Missing Sections, Mortar, Infiltration, Debris, Grease, and Roots. Defects encountered during the video inspection and any rejected work shall be repaired and re-televised at the Contractor’s expense.

Post-construction CCTV inspection shall be documented with written reports that include a NASSCO Pipeline Assessment Certification Program (PACP) coding of all defects. The PACP coding shall be accomplished by an operator or worker who holds current PACP certification. Inspection report shall be done using POSM format. Documentation shall consist of a color, DVD-format video, log sheets, and a written report detailing the post-construction condition of the pipeline and lateral connection/openings. The report shall note the time and date of video inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipe size, pipe material, lateral connections, video tape number, counter number, and a detailed logging of defects encountered. If the quality of the
video is deemed unacceptable by the Engineer, the pipeline shall be re-televised at no additional cost to the City.

Measurement for payment shall be in Linear Foot (LF) of post-construction video inspection of pipe inspected (regardless of pipe size) and submittal of two (2) copies of the final video and report to the City. Payment includes all As-Built submittals to the City.

**BID ITEM NO. 17: REMOVE EXISTING AND CONSTRUCT STANDARD CURB AND GUTTER**

This item is an allowance for replacement of deteriorated curb and gutter that is adjacent and outside the limit of trench excavation. Estimated cost for the restoration of curb and gutter directly under the sewer trench excavation shall be included under sewer construction. The exact location of work of this bid item will be determined and marked in the field by the Engineer. The curb and gutter damaged during the construction shall be restored at the Contractor's expense. Work shall include saw cutting, excavation, provision of temporary curb ramps for access, removal and disposal of discarded concrete, backfill material, compaction test, Portland Cement Concrete, formwork and all other work necessary to construct the curb and gutter in place.

Measurement for payment shall be made in Linear Feet (LF). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 18: REMOVE EXISTING AND CONSTRUCT STANDARD SIDEWALK AND DRIVEWAY**

This item is an allowance for replacement of deteriorated sidewalk and driveways that are adjacent and outside the limit of trench excavation. Estimated cost for the restoration of the sidewalk and driveways directly over the sewer trench excavation and full width of sidewalk to be removed and replaced shall be included under sewer construction. The exact location of work of this bid item will be determined and marked in the field by the Engineer. The sidewalk damaged during the construction shall be restored at the Contractor's expense. Work shall include saw cutting, excavating, provision of temporary curb ramps for access, removal and disposal of discarded concrete, backfill material, aggregate base material, compaction, Portland Cement Concrete, form work and all other work necessary to construct standard sidewalk and driveways complete and in place.

Measurement for payment shall be Square Feet (SF). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 19-20: UTILITY CROSSINGS NOT SHOWN AND/OR IDENTIFIED ON THE PLANS AND NOT MARKED ON THE STREET**

This item is to provide an allowance for unforeseen utility company pipes or ducts which cross open trench excavation and are not shown and/or identified on the Plans. Included are
abandoned utility pipes and ducts 24-inches or smaller, field investigations, hand excavation, removal and disposal of abandoned pipes in conflict where required. This excludes existing sewer laterals that will be encountered during open excavation and construction of the sanitary sewer. Locating, protecting and repair of existing sewer laterals is included under bid items for sewer construction. Utility crossing that are shown on the Plans shall not be included under this bid item.

The Contractor shall notify the Engineer upon encountering this unforeseen utility crossing and before continuing the trench excavation.

Measurement for payment shall be made as Each (EA).

**BID ITEM NO. 21: ROCK EXCAVATION**

This item is to provide for rock excavation encountered during trenching that requires jackhammering, drilling, or boring type of equipments including the excavation and removal of boulders with overall dimension of 18-inches in diameter or greater. Rock excavation shall include hauling and disposal of rock, all labor, tools, materials, and equipment.

The Contractor shall notify the Engineer upon encountering the presence of such rock condition before continuing trench excavations.

Measurement for payment shall be Cubic Yard (CY).

**BID ITEM NO. 22: PRESERVATION/RECONSTRUCTION/REPLACEMENT OF CITY MONUMENT**

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 disturbed or removed during the performance of the work, the Contractor shall replace the monument in accordance with Standard Plan 8090 or Standard Plan 8091, 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 8090 or Standard Plan 8091. Existing monument lids shall be salvaged by the Contractor and delivered to the City Survey Staff or Project Inspector.

If the City has elected to reference known monuments within the project site, copies of the corner records for the referenced monuments shall be provided to the Contractor prior to the start of construction. Otherwise, monument referencing shall be done by a licensed land surveyor 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 disturbed or removed, the replacement monument locations 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 surveyor immediately. Response to endangered monuments or reference points is a priority call and will be referenced by the City survey crew or its survey consultant 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 sustain damage during construction, the Contractor shall bear the expense for rebuilding it as well as for the survey work the City survey crew or its survey consultant must perform in the process. In any instance where the City deems a damaged monument to be irreplaceable, whether designated or not designated for replacement, the Contractor shall be fined $20,000 per monument.

Measurement for payment will be for each monument installed. Work under this bid item shall include all labor, material, and incidentals necessary to install the monument complete in place. The Contractor shall 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.

**BID ITEM NO. 23: SUPPLEMENTAL WORK**

This item is to provide an allowance for standby construction services as the need may arise by the City for responding to urgent or emergency sanitary sewer related projects located within the City. When the standby services are necessary, the City will define the location, limits and scope of work for the project and will request a cost proposal from the Contractor. The City has the option to accept, negotiate, approve or reject at its sole discretion any cost proposals for additional work requested. The additional work may include sanitary sewer replacement/rehabilitation and related work in either backline sewer easements on private property or within street and public right of way.

The scope will be defined, and shall include all labor, material, and equipment as needed to complete the work such as mobilization, demobilization, traffic control, construction signage, public notification, and construction staking, and may include, but is not limited to, flow control, diversion and/or bypass pumping, manhole rehabilitation, construction of new manholes, pipe rehabilitation, locating active laterals, lower lateral reconstruction, installation of two-way cleanouts, connection of active laterals to rehabilitated sewer main, pre- and post-construction CCTV, and preparation and submission of As-Builts.
The City does not have an obligation to provide or approve of any additional work under this bid item allowance.

Measurement for payment shall be as Lump Sum (LS). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 24: BAY AREA RAPID TRANSIT (BART) DISTRICT PERMIT TO ENTER**

Contractor shall work with the City’s Representative to obtain a Permit to Enter from Bay Area Rapid Transit (BART) District prior to starting work in the BART Right-Of-Way/Easement located on the project Plans.

The City of Berkeley has begun the application and review process with BART. Contractor shall obtain additional insurance coverage, adhere to BART’s general guidelines for construction, and agree to the general terms of the permit as illustrated in Appendix 6 of the project Specifications. Contractor shall submit one (1) wet-signed original of the required insurance certificates and endorsements no later than five (5) days after award by City Council.

A minimum of 2 weeks prior to start of work under the Permit, the Contractor shall give notice to the City’s Representative and Bart Representatives. Additional time beyond the required two week minimum advance notice may be required for obtaining all approvals.

Full compensation for conforming to the requirements in the Permit, including any required fees, shall be considered as included in the bid price.

Measurement for payment shall be as Lump Sum (LS). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 25: CALTRANS ENCROACHMENT PERMIT/WORK AUTHORIZATION**

Contractor shall apply for and obtain an encroachment permit/work authorization from Caltrans prior to start of work for any work within Ashby Avenue (SR 13) or San Pablo Avenue (SR 123).

A minimum of one week prior to start of work under the Encroachment Permit, Contractor shall give notice to, and approval of construction details, operations, public safety, and traffic control shall be obtained from State Representative Sunny Mantravadi, 600 Lewelling Boulevard, San Leandro, CA 94579, 510-614-5951, weekdays, between 7:30 AM and 4:00 PM. Additional time beyond the required one week minimum advanced notice may be required for obtaining traffic control approval.

The City of Berkeley has obtained a Caltrans Encroachment Permit for the repair of infrastructure (storm drain and sanitary sewer systems) on State Highway 04-ALA-13 (Ashby
Avenue) and/or State Highway 04-ALA-123 (San Pablo Avenue). See Appendix for Caltrans Encroachment Permit which shall be referenced when applying for the work under this contract.

Full compensation for conforming to the requirements in the encroachment permit, and work authorization, including any required fees, shall be considered as included in the bid price.

Measurement for payment shall be as Lump Sum (LS).

**BID ITEM NO. 26: CITY OF OAKLAND – ADDITIONAL TRAFFIC CONTROL REQUIREMENTS AND REVIEW FOR PERMIT**

Contractor shall apply for, pay for, and obtain an Obstruction Permit through the City of Oakland Permit Center for reserving parking and/or diverting traffic, pedestrian or vehicular, and for installing temporary signage and traffic control devices required to safely perform the work near the City of Berkeley and City of Oakland borders. Contractor shall submit their traffic control plan for review, comment, and approval by the City of Oakland Permit Center prior to starting work near the City of Oakland. See Appendix for the City of Oakland’s Permit information and current fee schedule.

Measurement for payment shall be as Lump Sum (LS).

**BID ITEM NO. 27: STORMWATER POLLUTION CONTROL AND SEWAGE SPILL PREVENTION AND RESPONSE REQUIREMENTS**

Stormwater Pollution Control shall be per Specifications, Special Condition No. 22, STORMWATER POLLUTION CONTROL.

The Contractor shall be fully responsible for preventing sewage spills, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any and all fines, penalties, claims, and liability arising from negligently causing a sewage spill and any violation of any law, ordinance, code, order, or regulation as a result of a sewage spill.

Prior to the start of construction, the Contractor shall develop and submit to the City’s Representative, for review and approval, a written Spill Response Plan, developed to respond to any construction related sewage spill. This shall include, but is not limited to:

a. Identification of all nearby waterways, channels, catch basins and entrances to underground storm drains and furnishing all of the necessary materials, supplies, tools, equipment, labor and other services.

b. Means and methods of monitoring the flow in the sewer bypass system.

c. Arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of sewage spill(s).

d. An emergency notification procedure, which includes an emergency response roster with telephone numbers and arrangements for backup personnel and equipment and an
emergency notification roster. The Contractor shall designate a primary and secondary representative and include their respective phone numbers, pager numbers, and cellular phone numbers. The Contractor’s representatives shall be accessible and available at all times to respond immediately to any construction related emergency.

In case of sewage spill, the Contractor shall act immediately without instructions from the City’s representative, to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan. The Contractor shall immediately notify the City’s representative of the spill and all actions taken. The Contractor shall, within three working days from the occurrence of the spill, submit to the City’s representative a written confirmation describing the following information related to the spill:

a. the nature and volume
b. the specific location, date and time
c. the duration
d. the cause
e. the type of remedial and/or clean up measures taken and the date and time of implementation
f. the corrective and/or preventive actions taken
g. the water body impacted and results of any necessary monitoring

It shall be the Contractor’s responsibility to assure that all field forces, including subcontractors, know and obey all safety and emergency procedures, including the Spill Response Plan.

Measurement for payment shall be as Lump Sum (LS).

**BID ITEM NO. 28: SEWER BYPASS (FOR SEWER MAINS 27” AND LARGER)**

The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing sanitary sewer system as required to complete the necessary construction and rehabilitation requirements, including but not limited to pre-construction and post-construction CCTV, rehabilitation of manholes, and lateral connections. The Contractor shall prepare and submit a detailed bypass plan to the City’s Representative for approval before the bypass is installed. The Contractor shall size the bypass system to handle the peak flow of the system.

The Contractor shall provide a one-hundred percent (100%) back-up in the bypass system. The Contractor shall utilize the backup system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the bypass system, and exercise and ensure the operability of the backup system.

Any pump, including backup pumps, shall be appropriate for sanitary sewer effluent containing solids and fibers, and be a complete unit with its own suction and discharging pumping. The backup bypass system shall be fully installed, operational, and ready for immediate use. Prior to the full operation of the bypass system, the Contractor shall
demonstrate that both the primary and backup bypass systems are fully functional and adequate, and shall certify the same, in writing.

The Contractor shall provide one dedicated fuel tank for every pump/generator, if fuel/generator pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent to two (2) hours of continuous bypass system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes, but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. If electric power driven pumps are used, the Contractor shall provide an emergency standby power generator.

The Contractor shall continuously (while in use) monitor the operation of the bypass system and all impacted facilities, and shall continuously monitor the flow levels downstream and upstream of the bypass to detect any possible failure that may cause a sewage backup and/or spill. The Contractor shall include the means and methods of monitoring the flow in their Spill Response Plan. The Contractor shall routinely inspect and maintain the bypass system, including the backup system. The Contractor shall maintain a log of all pertinent inspection, maintenance and repair records.

All costs associated with these sewer bypass requirements for sewer mains 27” and larger shall be included in this bid item. Typical flow control, diversion, and bypass pumping required to complete the necessary construction of smaller sewer mains shall be included in subsequent bid items. See bid item descriptions.

Measurement for payment shall be as Lump Sum (LS). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 29: INVESTIGATE EXISTING SEWER MAINS, SEWER STRUCTURES AND LATERALS**

This item shall include all labor, CCTV equipment, utility locating equipment, and all other equipment and materials required for investigation and/or field location of sewer mains, sewer structures and laterals as identified on the drawings.

Measurement for payment shall be as Lump Sum (LS). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.

**BID ITEM NO. 30: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, CREEK PERMIT – ADDITIONAL REQUIREMENTS FOR WORK ADJACENT TO CITY’S CREEK**

Due to limited access and the ecological sensitivity of the area of work, Contractor shall provide all labor, equipment, and materials for additional protective construction measures for this work. Contractor shall not use tracked or wheeled vehicles. Contractor shall exercise
care to protect the existing vegetation and restore vegetation to the maximum extent practicable. Access pits shall be dug by manual labor. All work shall be performed using Best Management Practices (BMPS) including, but not limited to, straw wattles and silt fences to contain sediment and prevent discharge into the creek. No discharge of construction water, materials or sediments into the creek will be allowed. See Special Conditions for additional information on Stormwater Pollution Control and Creek Protection.

The City has submitted a “Notification of Lake or Streambed Alteration” with the California Department of Fish and Wildlife for work adjacent to and/or in the Creek(s) as shown on Plans. A Streambed Alteration Agreement and further mitigation measures may be required. Mitigation measures and additional construction requirements which are above and beyond the scope described herein are not included in this bid item. If a permit is required, Contractor shall be paid for the actual cost of the permit that was paid by the contractor to the Department of Fish and Wildlife plus 15% for overhead and profit.

This bid item may or may not be authorized to be performed by the Contractor as part of this Contract.

Rehabilitation work, including but not limited to pipe replacement, manhole rehab, lateral connections, clean-out installation, dewatering, flow control and diversion, point repairs, excavation and backfill, imported backfill, compaction of bedding material beneath and around the location of active lateral connections, pipe cleaning, and installation, testing, pre-construction video inspection (CCTV), post-construction video inspection, and traffic control, etc., shall be performed and paid as described in other bid items.

Measurement for payment shall be as Lump Sum (LS).

**BID ITEM NO. 31: POINT (SPOT) REPAIR**

This item shall apply to repair of defects not required to otherwise complete sewer rehabilitation required as part of the Work. This item shall include all items and work necessary for the execution and completion of this work as described on the drawings and these specifications, including excavation of trenches large enough to repair the identified defect.

Obtaining construction access from property owners for work on private property shall be included in the unit bid price (see Special Condition No. 20).

Measurement for payment shall be made as Each (EA) based on depth of excavation to flowline of pipe. The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment. Payment includes As-Built submittals to the City for those repaired defects.
BID ITEM NO. 32: PLUG AND ABANDON EXISTING SEWER MAINS, SEWER STRUCTURES AND LATERALS

This item shall include all labor, excavation equipment, and all other equipment and materials required for abandonment and plugging of existing sewer mains, sewer structures and laterals where noted on the drawings. Item shall also include restoration of disturbed site conditions in kind or better.

Measurement for payment shall be as Lump Sum (LS). The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment.