CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS

FOR

DWIGHT WAY, FOURTH STREET, CAMELIA STREET, SEVENTH STREET, HEINZ AVENUE, UNIVERSITY AVENUE, DANA STREET, WARD STREET, DOVER STREET, HASKELL STREET, AND SEAWALL DRIVE

SPECIFICATION NO. 20-11353-C

Prepared Under the Direction of:

[Signature]
Supervising Civil Engineer

Reviewed By:

[Signature]
Nisha Patel, P.E.
Manager of Engineering/City Engineer

Engineering Division
1947 Center Street, 4th Floor
Berkeley, California 94704
Project Engineer: Ricardo Salcedo, Assistant Civil Engineer
ATTENTION

1. THE CONTRACTOR SHALL SUBMIT ALL CONTRACT DOCUMENTS INCLUDING BONDS AND INSURANCE BEFORE:
   December 17, 2019

2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS AND GUIDELINES OF ALL REGULATORY AGENCIES.

3. THE CONTRACTOR SHALL READ ALL BID ITEMS CAREFULLY AS SOME OF THE ITEMS MAY HAVE CHANGED.

4. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

5. DURING CONSTRUCTION, THE CONTRACTOR MAY BE REQUIRED TO ATTEND WEEKLY MEETINGS AT THE ENGINEER’S OFFICE.

6. THIS PROJECT IS SUBJECT TO STATE OF CALIFORNIA SB 854 – PUBLIC WORKS REFORM

7. CONTRACTOR SHALL PERFORM POST-CONSTRUCTION CCTV INSPECTIONS AND PROVIDE WRITTEN REPORTS TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT. THE WRITTEN REPORT SHALL 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. POST-CONSTRUCTION CCTV INSPECTION REPORT SHALL BE DONE USING POSM FORMAT.
# TENTATIVE SCHEDULE
*(DATES SUBJECT TO CHANGE)*

1. Advertisement            October 4, 2019
2. Bid Opening               October 24, 2019
3. Pre-Award Conference      December 4, 2019
4. Council Award             December 10, 2019
5. Contract Documents Due    December 17, 2019
6. Contract Award (Notice to Proceed) January 24, 2020
7. Start Construction        February 18, 2020
8. Complete Construction     June 23, 2020
# TABLE OF CONTENTS

## PART A - BIDDING CONTRACTUAL DOCUMENTS

- NOTICE TO BIDDERS A1 – A4
- BIDDER'S AND CONTRACTOR'S CHECK LIST A5
- BIDDER’S PROPOSAL A6 – A12
- EXPERIENCE AND FINANCIAL QUALIFICATIONS A13
- TAXPAYER IDENTIFICATION REPORT A14
- MEMORANDUM OF UNDERSTANDING A15
- WORKFORCE COMPOSITION OCCUPATIONAL CATEGORIES A16
- WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS A17
- AGREEMENT FOR CHANGE IN SUB-CONTRACTORS A18
- NUCLEAR FREE ZONE DISCLOSURE FORM A19
- OPPRESSIVE STATES COMPLIANCE STATEMENT FOR COMMODITIES A20 – A21
- RIGHT TO AUDIT FORM A22
- NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE A23
- EQUAL BENEFITS ORDINANCE DISCLOSURE FORM A24 – A25
- CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE (FORM EBO-1) A26 – A27
- COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY ENDORSEMENT A28
- PERFORMANCE BOND A29 – A31
- FIRST SOURCE/LOCAL HIRING POLICY A32
- FIRST SOURCE AGREEMENT A33 – A34
- AGREEMENT TO BE BOUND FORM A35
- CWA HIRING PLAN A36

## PART B - SPECIAL PROVISIONS

- DESCRIPTION OF BID ITEMS B1 – B19
- PLANS - SHEET NUMBERS AND DRAWING TITLE B20 – B21
- DESCRIPTION OF GENERAL CONDITIONS B22 – B24
- DESCRIPTION OF SPECIAL CONDITIONS B25 – B45
- PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS B46 – B49

## PART C - GENERAL PROVISIONS

- SECTION 1 - DEFINITION OF TERMS C1 – C3
- SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS C4 – C5
  - 201.1 AVAILABILITY OF PLANS & SPECIFICATIONS
  - 201.2 APPROXIMATE ESTIMATE
  - 201.3 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF THE WORK
201.4 PROPOSAL FORM
201.5 REJECTION OF PROPOSALS CONTAINING ALTERATIONS OR IRREGULARITIES
201.6 PROPOSALS GUARANTY
201.7 WITHDRAWAL OF PROPOSALS
201.8 DISQUALIFICATION OF BIDDERS
201.9 COMPETENCY OF BIDDERS
201.10 MATERIAL GUARANTY
201.11 ADDENDA

SECTION 3 – AWARD AND EXECUTION OF CONTRACT C6
301.1 CONSIDERATION OF BIDS
301.2 AWARD OF CONTRACT
301.3 RETURN OF PROPOSAL GUARANTEES
301.4 CONTRACT BONDS
301.5 EXECUTIONS OF CONTRACT
301.6 FAILURE TO PERFORM CONTRACT

SECTION 4 - SCOPE OF WORK C7 – C14
401.1 WORK TO BE DONE
401.2 ALTERATIONS AND INCREASED OR DECREASED QUANTITIES
401.3 EXTRA WORK
401.4 UNAUTHORIZED WORK
401.5 PROTECTION OF UTILITIES
401.6 CLEAN UP
401.7 DUST AND DEBRIS CONTROL
401.7-1 EMERGENCY CLEANUP WORK
401.8 NOISE CONTROL
401.9 TEMPORARY LIGHT, POWER, AND WATER
401.10 COORDINATION WITH AFFECTED RESIDENTS
401.11 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS
401.12 SUBMITTALS
401.12-1 CONTRACTOR’S RESPONSIBILITIES
401.12-2 TRANSMITTAL PROCEDURE
401.12-2a GENERAL
401.12-2b DEVIATION FROM CONTRACT
401.12-2c SUBMITTAL COMPLETENESS
401.12-3 REVIEW PROCEDURE
401.12-4 EFFECT OF REVIEW OF CONTRACTOR’S SUBMITTALS
401.13 FINAL CLEANING UP
401.14 CHANGED CONDITIONS
401.15 AS-BUILT RECORDS

SECTION 5 - CONTROL OF WORK C15 – C20
501.1 AUTHORITY OF THE ENGINEER
501.2 PLANS

T2
501.3 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION
501.4 COORDINATION WITH CONTRACT DOCUMENTS
501.5 INTERPRETATION OF PLANS AND SPECIFICATIONS
501.6 SUPERINTENDENCE
501.7 LINES AND GRADES
501.8 AUTHORITY AND DUTIES OF RESIDENT ENGINEER
501.9 INSPECTION
501.10 TRAFFIC CONTROL
501.11 DEFECTIVE AND UNAUTHORIZED WORK
501.12 DISPUTED CLAIMS
501.13 ARBITRATION
501.14 FINAL INSPECTION
501.15 PROGRESS MEETINGS
501.16 SUBSTITUTION
501.17 REINSPECTION, RETESTING, AND RE-STAKING

SECTION 6 - CONTROL OF MATERIAL C21 – C22
601.1 SAMPLE AND TESTS
601.2 DEFECTIVE MATERIALS
601.3 STORAGE OF MATERIALS
601.4 TRADE NAMES OR ALTERNATIVES

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES C23 – C30
TO THE PUBLIC
701.1 LAWS TO BE OBSERVED
701.2 HOURS OF LABOR
701.3 APPRENTICES
701.4 NONDISCRIMINATION
701.5 PREVAILING WAGE
701.6 COMPENSATION INSURANCE
701.7 GOVERNMENTAL REGULATIONS
701.8 TAXES
701.9 PERMIT AND LICENSES
701.10 ROYALTIES AND PATENTS
701.11 PUBLIC CONVENIENCE AND SAFETY
701.12 RESPONSIBILITY FOR DAMAGE
701.13 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE
701.14 CONTRACTOR’S RESPONSIBILITY FOR WORK
701.15 ENTRY RIGHTS
701.16 COOPERATION BETWEEN CONTRACTOR AND UTILITY COMPANIES
701.17 OBSTRUCTION
701.18 SANITARY CONVENIENCES
701.19 PRESERVATION OF MONUMENTS
701.20 OPENING SECTIONS OF NEW WORK
701.21 ACCEPTANCE OF WORK ON CONTRACT
701.22 CORRECTION OF ERRORS, RECOVERY FOR ERRORS, DISHONESTY OR
COLLUSION

701.23 RIGHTS IN MATERIALS AND SALVAGE
701.24 RIGHT-OF-WAY
701.25.1 UNDERGROUND FACILITIES
701.25.2 PROTECTION OF AND LIABILITY FOR UNIDENTIFIED UNDERGROUND PUBLIC UTILITIES
701.26 COMPLIANCE WITH CONTRACT

SECTION 8 - PROSECUTION AND PROGRESS C31 – C34

801.1 SUBLETTING AND ASSIGNMENT
801.2 PROGRESS OF THE WORK AND TIME FOR COMPLETION
801.3 PROGRAMMING WORK
801.4 CHARACTER OF WORKERS
801.5 TEMPORARY SUSPENSION OF WORK
801.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK IN SPECIFIED TIME
801.7 EXTENSION OF TIME
801.7.1 EXTENSION OF TIME DUE TO EXTRA WORK AND INCLEMENT WEATHER
801.8 DELAYS AND SUSPENSION OF WORK
801.9 ACCEPTANCE OF PAYMENT DOES NOT CONSTITUTE WAIVER
801.10 SUSPENSION OF CONTRACT
801.11 LIABILITY OF CONTRACTOR IN EVENT OF SUSPENSION OR CANCELLATION
801.12 DECISION OF COUNCIL BINDING ON ALL PARTIES
801.13 GUARANTEE

SECTION 9 - MEASUREMENT AND PAYMENT C35 – C38

901.1 MEASUREMENT OF QUANTITIES
901.2 EXTRA AND FORCE ACCOUNT WORK
901.3 PROGRESS PAYMENTS
901.4 BID ITEM BREAKDOWN
901.4.1 RETAINED FUNDS
901.4.2 PAYMENT OF RETAINED FUNDS
901.5 FINAL PAYMENTS

PART D - TECHNICAL PROVISIONS

AMENDMENT TO THE “GREENBOOK” – D1 – D66
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, PARTS 2, 3 AND 5, 2015 EDITION

AMENDMENT TO THE REGIONAL STANDARDS FOR SANITARY SEWER SYSTEM INSTALLATION, REHABILITATION, AND REPAIR, JUNE 30, 2016 EDITION

PART E – REGIONAL STANDARDS (ATTACHED)
### STANDARD DETAILS and DETAIL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>DWG. NO.</th>
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<tbody>
<tr>
<td>Manhole Base</td>
<td>2</td>
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<tr>
<td>Precast Manhole Eccentric Cone</td>
<td>Plan 7895</td>
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<tr>
<td>Outside Drop Connection - Concrete Encased</td>
<td>8</td>
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<tr>
<td>Manhole Cover and Frame - Type A</td>
<td>14</td>
</tr>
<tr>
<td>Manhole Cover and Frame - Type B</td>
<td>15</td>
</tr>
<tr>
<td>Concrete Encasement and Bedding</td>
<td>23</td>
</tr>
<tr>
<td>Close Crossing Detail</td>
<td>24</td>
</tr>
<tr>
<td>Pipe Joint Air Test Schematic</td>
<td>29</td>
</tr>
<tr>
<td>Standard Detail – Abandonment of Pipe at Sanitary Sewer Maintenance Hole</td>
<td>Plan 8224</td>
</tr>
<tr>
<td>Standard Detail – Concrete Work Notes</td>
<td>Plan 8144</td>
</tr>
<tr>
<td>Standard Detail – Curb &amp; Gutter</td>
<td>Plan 8145</td>
</tr>
<tr>
<td>Standard Detail – Vertical Concrete Curb</td>
<td>Plan 8146</td>
</tr>
<tr>
<td>Standard Detail – Rolled Curb</td>
<td>Plan 8147</td>
</tr>
<tr>
<td>Standard Detail – Valley Gutter</td>
<td>Plan 8149</td>
</tr>
<tr>
<td>Standard Detail – Driveway</td>
<td>Plan 8151</td>
</tr>
<tr>
<td>Standard Detail – Sidewalk</td>
<td>Plan 8153</td>
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<tr>
<td>Standard Detail – Catch Basin with Curb Inlet</td>
<td>Plan 6166</td>
</tr>
<tr>
<td>Standard Detail – Shallow Precast Concrete Manhole</td>
<td>Plan 6655</td>
</tr>
<tr>
<td>Locating Wire for Sanitary Sewer and Storm Drain Systems</td>
<td>Plan 6906</td>
</tr>
<tr>
<td>Construction Site Signs – Sanitary Sewer Project</td>
<td>Plan 7129</td>
</tr>
<tr>
<td>Standard Double Pin City Monument</td>
<td>Plan 7940</td>
</tr>
<tr>
<td>Standard City Monument</td>
<td>Plan 8090</td>
</tr>
<tr>
<td>City Monument Rehabilitation in New Sidewalk or Driveway</td>
<td>Plan 8091</td>
</tr>
<tr>
<td>City Monument Installation in Unpaved Surface</td>
<td>Plan 8179</td>
</tr>
<tr>
<td>Standard Detail – Trench Excavation and Surface Restoration</td>
<td>Plan 8136</td>
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<td>Submittal Transmittal form</td>
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<td>Pedestrian Access during Construction Projects</td>
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<tr>
<td>Detail Specification No. 16 – Asphalt Concrete</td>
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</tbody>
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### APPENDICES

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Appendix 1</td>
<td>CRITERIA FOR THE SEPARATION OF WATER MAINS AND SANITARY SEWERS</td>
</tr>
<tr>
<td>Appendix 2</td>
<td>RESOLUTION NO. 59,853 – N.S. REFERENCE TO OPPRESSIVE STATES STATEMENT RESOLUTION NO. 60,382 – N.S. AMENDMENT TO APPENDIX A OF RESOLUTION. 59,853-N.S.</td>
</tr>
<tr>
<td>Appendix 3</td>
<td>ORDINANCE NO. 6623 - N. S., CHAPTER 13.29 – PROVISION OF EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS</td>
</tr>
</tbody>
</table>
APPENDIX 4 CITY OF BERKELEY MONUMENT REFERENCING GUIDELINES

APPENDIX 5 RESOLUTION NO. 68,299 – N. S. REFERENCE TO COMMUNITY WORKFORCE AGREEMENT FOR CONSTRUCTION PROJECTS OVER $500,000

APPENDIX 6 BAY AREA RAPID TRANSIT (BART) DISTRICT PERMIT TO ENTER

APPENDIX 7 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT

APPENDIX 8 CITY OF OAKLAND – STREET EXCAVATION RULES

APPENDIX 9 SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION – NOTICE OF INTENT TO PROCEED
PART A
BIDDING CONTRACTUAL DOCUMENTS

SPECIFICATIONS
FOR
SANITARY SEWER REHABILITATION

DWIGHT WAY, FOURTH STREET, CAMELIA STREET, SEVENTH STREET, HEINZ AVENUE, UNIVERSITY AVENUE, DANA STREET, WARD STREET, DOVER STREET, HASKELL STREET, AND SEAWALL DRIVE

SPECIFICATION NO. 20-11353-C
NOTICE TO BIDDERS

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

   2:00 P.M., Thursday, October 24, 2019

   at which time bids will be publicly opened and read by a representative of the General Services Division for the work provided for in the plans and specifications. One (1) full set of originals and two (2) additional original signature pages (Page A12) of the bid must be submitted, on forms which were prepared for this purpose and furnished by the City. Proposals must be submitted in a sealed envelope marked SANITARY SEWER REHABILITATION – SEAWALL DR, SEVENTH ST, ET AL. SPECIFICATION NO. 20-11353-C.

Pre-Award Conference: The apparent low bidder will be invited to a pre-award conference scheduled for 11:00 A.M., Wednesday, December 4, 2019 at 1947 Center Street, 4th Floor, Berkeley, CA.

2. Scope of Work:
   The work to be done consists of, but is not limited to:

   a) CIPP lining (Method "A") of approximately 255 linear feet of 27-inch diameter sanitary sewer main.

   b) Pipe-bursting (Method "B") rehabilitation of approximately 4,821 linear feet of 6-inch, 8-inch, 10-inch, and 18-inch diameter sanitary sewer mains.

   c) Traditional Open-trench (Method "C") replacement of approximately 1,287 linear feet of 4-inch, 6-inch, 8-inch and 10-inch diameter sanitary sewer mains.

   d) Replacement of approximately 3,000 linear feet of 4-inch and 6-inch diameter sanitary sewer laterals.

   e) Point (spot) repair of 8-inch diameter sanitary sewer mains at 3 locations total.

   f) Construction and rehabilitation of maintenance holes including excavation and related work.

3. California Contractor License Classification required:
   A General Engineering, or
   C-34 Pipeline, or
   C-42 Sanitation System

4. Location: The work is located on Dwight Way, Fourth Street, Camelia Street, Seventh Street, Heinz Avenue, University Avenue, Dana Street, Ward Street, Dover Street, Haskell
Street, and Seawall Drive. See location map and street plan herein.

5. Plans and Specifications will be made available online for download, under the project’s listing, at the City of Berkeley’s Public Works website under Current Construction Project Bid Opportunities: http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=8432. Bidders are responsible for notifying Ricardo Salcedo, Assistant Civil Engineer, via email at RSalcedo@CityofBerkeley.info to be included on the Planholders List. Please include the following in the email subject header: “Spec. 20-11353-C – Request to be included in project Planholders List”. In the body of the email, please state the Company Name, Address, Telephone Number, and Fax Number.

6. Compliance with SB 854: Public Works Reform: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

7. The plans and specifications may be examined at the Engineering Office, 1947 Center Street, 4th Floor, Berkeley, California. Hard copies are no longer available for purchase or shipping. Bid documents are available online for download at the web address shown above.

8. Each proposal must be accompanied by an unconditionally certified or cashier's check or bid bond made payable to the City of Berkeley, and such check or bond shall be in an amount equal to at least 10% of the amount of the bid.

9. Pursuant to City Council Resolution No. 59,853-N.S., each proposal must include a signed copy of the Oppressive States Resolution Disclosure Form regarding the Contractor’s relationships with certain entities in Oppressive States.

10. Each proposal must include a signed copy of the Nuclear Free Zone Disclosure Form.

11. Each proposal must include a signed copy of the Equal Benefits Ordinance Disclosure Form.

12. Each proposal must include a signed copy of the Experience and Financial Qualifications and Taxpayer Identification Report.

13. Pursuant to City Council Resolution No. 68,299-N.S., this contract will be subject to the Community Workforce Agreement approved by the Berkeley City Council on January 23, 2018. The successful bidder and all subcontractors, at any tier, will be required to sign an
Agreement to be Bound as a condition precedent to entering into any contract for this project. A copy of the Report and Resolution is attached herein. Refer to Appendix 5 of the Specifications.

14. Prior to starting work, the Contractor must furnish the following:

a. Faithful Performance Bond in an amount not less than 100% of the amount of the contract, executed on the City of Berkeley Standard Performance Bond agreement form.

b. Labor and Material Bond in the sum of not less than 100% of the amount of the contract.

c. A certificate of Worker's Compensation Insurance with waiver of subrogation in favor of the City of Berkeley.

d. Commercial general liability insurance coverage is $2 million each occurrence Bodily Injury and $2 million each occurrence Property Damage, with defense costs payable in addition to policy limits.

e. Comprehensive automobile liability insurance is $2 million each occurrence Bodily Injury and $2 million each occurrence Property Damage.

f. Insurance policies shall contain an endorsement naming the City, their employees, representatives and agents as additional insureds, but only with respect to liability arising out of the activities of the named insured.

h. Written notice of cancellation or of any limits reduction or change in said policy shall be mailed to the City and the Project Manager thirty (30) days in advance of the effective date thereof.

i. Contractor's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.

15. All forms and insurance certificates must have original signatures in blue ink.

16. See attached BIDDER’S AND CONTRACTOR’S CHECK LIST for additional items to be submitted.

17. In accordance with California State Labor Code, the wage scale is on file with the Engineering Office, or is attached herewith.
18. Award will be made by the City Council at a meeting within 75 days subsequent to the date set for bid opening. The Council reserves the right to reject any or all bids or any combination of bids.

19. Questions and Addendums:

a. General information or plan holder’s list: (510) 981-6400.

b. Questions concerning the anticipated work or scope of the project should be directed to Ricardo Salcedo, Assistant Civil Engineer, at 510-981-6407 or RSalcedo@CityofBerkeley.info, of the Engineering Division, 1947 Center Street, 4th Floor, Berkeley, CA 94704, at (510) 981-6400, no later than 11:00 A.M., Friday, October 18, 2019.

c. It is the bidder’s responsibility to check for answers to questions or any addenda on the City of Berkeley’s website at: http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=8432.

General Services Manager
**BIDDER’S AND CONTRACTOR’S CHECK LIST**

**Items Required at Bid Opening:** **2:00 pm, Thursday, October 24, 2019**
- Bidder's Proposals (One full set of originals, Pages A6-A12; and two additional original signature pages, Page A12, signed in BLUE ink)
- Addenda (if any)
- Bid Bond – At least 10% of Total Base Bid
- Experience and Financial Qualifications (Page A13)
- Taxpayer Identification Report (Page A14)
- Nuclear Free Zone Disclosure Form (Page A19)
- Oppressive States Compliance Statement (Pages A20-A21)
- Equal Benefits Ordinance Disclosure Form (Page A23-A25)

**Items Required at Pre-Award (Non-Discrimination and Contract Compliance) Conference:**
11:00 A.M., Wednesday, December 4, 2019
- Memorandum of Understanding (Page A15)
- Work Force Composition Form (Page A16, A17)
- Agreement for Change in Sub-Contractors (Page A18)
- Right to Audit Form (Page A22)
- Certification of Compliance with Equal Benefits Ordinance (Form EBO-1) (Pages A26-A27)
- First Source Agreement (Engineer’s Estimate less than $500,000) (Pages A33-A34)
  OR
  Community Workforce Agreement To Be Bound and Hiring Plan (Engineer’s Estimate of $500,000 or greater) (Pages A35-A36)*
- MBE/WBE Certification from Caltrans, Oakland, or San Francisco
- Proof of Compliance with SB 854

**Items Required After Contract Award by City Council and Prior to Construction:**
- Commercial General and Automobile Liability Endorsement form (Page A28)
- Worker's Compensation Insurance - Statutory Amount
- Liability Insurance - $2,000,000
- Performance Bond - 100% (executed on enclosed Performance Bond form) (Pages A29-A31)
- Labor and Material Bond- 100%
- Copy of City of Berkeley Business License
- Copy of State of California Contractor’s License
- Work Schedule
- Submittals required at pre-construction meeting

**Items Required During Construction:**
- Work Schedule updates
- Weekly Payroll Statement (Fed Form WH-347 or equivalent)
- Monthly Manpower Utilization Report (DPR 356 or Fed Form 257)**
- Correspondence with unions and minority/female organizations

**Items Required Upon Completion of Project:**
- Guarantee Bond - 10%
- Post-Construction CCTV and logs
- As-Built Drawings

* This project is subject to the Community Workforce Agreement
** DPR-State Department of Parks and Recreation
BIDDER'S PROPOSAL

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

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

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

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

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

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

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Contractors California License Number: __________________________

License Expiration Date: __________________________

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

__________________________  __________________________
Signature                     Title

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH BID PROPOSAL
## BIDDER'S PROPOSAL

### (continued)

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<td>3.</td>
<td>Lighted message board</td>
<td>2</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Pre-construction audio/video survey and distribution of public notices</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Pre-construction closed circuit television inspection and location of active sewer laterals by CCTV.</td>
<td>7,008</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Construction staking and cutsheets</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Rehabilitate existing maintenance hole, all depths</td>
<td>37</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Construct std. maintenance hole and drop maintenance hole, eccentric cones, all depths</td>
<td>Not Used</td>
<td>EA</td>
<td>$</td>
<td>- $</td>
</tr>
<tr>
<td>9.</td>
<td>Remove existing structures and construct std. maintenance hole, drop maintenance hole, or lamphole, eccentric cones, all depths</td>
<td>15</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10a.</td>
<td>Rehabilitation by method &quot;A&quot; cure-in-place-pipe liner (CIPP) for 27-inch diameter; includes point repairs to correct sags and other defects</td>
<td>255</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11a.</td>
<td>Rehabilitation by method &quot;B&quot; pipe splitting or other comparable method for increasing pipe size from 6 to 8-inch or 8 to 8-inch diameter; includes point repairs to correct sags</td>
<td>2,625</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
### BIDDER'S PROPOSAL
(continued)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>11b.</td>
<td>Rehabilitation by method &quot;B&quot; pipe splitting or other comparable method for increasing pipe size from 10 to 12-inch diameter; includes point repairs to correct sags</td>
<td>1,386</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11c.</td>
<td>Rehabilitation by method &quot;B&quot; pipe splitting or other comparable method for increasing pipe size from 18 to 24-inch diameter; includes point repairs to correct sags</td>
<td>810</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12a.</td>
<td>Rehabilitation by method &quot;C&quot; open-cut or other comparable method for increasing pipe size from 4 to 6-inch or 6 to 6-inch</td>
<td>563</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12b.</td>
<td>Rehabilitation by method &quot;C&quot; open-cut or other comparable method for increasing pipe size from 6 to 8-inches, 8 to 8-inches</td>
<td>724</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Lower lateral reconstruction (typically 4-inch and 6-inch laterals) by Method &quot;C&quot;- Option by pipe rehabilitation Method &quot;B&quot; see Bid Description.</td>
<td>3,006</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14.</td>
<td>Installation of two-way cleanouts and lateral risers</td>
<td>141</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15.</td>
<td>Connection of active laterals to new or rehabilitated sewer main or maintenance hole</td>
<td>141</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td>Post-construction closed circuit television inspection</td>
<td>9,936</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17.</td>
<td>Remove existing and construct standard curb and gutter</td>
<td>100</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18.</td>
<td>Remove existing, and construct standard sidewalk and driveway</td>
<td>100</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
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<td>------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>-------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>19.</td>
<td>Utility x-ings not shown and/or identified on the plans, length of x-ing &lt;25 feet, 1/2-6 inch diameter.</td>
<td>20</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20.</td>
<td>Utility x-ings not shown and/or identified on the plans, length of x-ing &lt; 25 feet, 6-24 inch diameter.</td>
<td>20</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>21.</td>
<td>Rock excavation</td>
<td>10</td>
<td>CY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22.</td>
<td>Preservation/Reconstruction/Replacement of City monuments.</td>
<td>5</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>23.</td>
<td>Supplemental Work</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>24.</td>
<td>Bart Permit - Additional provisions and insurance requirements.</td>
<td>Not Used</td>
<td>LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>25.</td>
<td>Caltrans Permit - Additional provisions and insurance requirements.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>26.</td>
<td>City of Oakland - Additional provisions and permit requirements.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>27.</td>
<td>Stormwater Pollution Control and Sewage Spill Prevention and Response Requirements</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28.</td>
<td>Sewer Bypass (for Sewer Mains 27&quot; and Larger)</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29.</td>
<td>Investigate existing sewer mains, sewer structures and laterals.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>30.</td>
<td>California Dept. of Fish and Wildlife, Creek Permit - Additional Requirements for Work Adjacent to City's Creek</td>
<td>Not Used</td>
<td>LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>31.</td>
<td>Point (Spot) Repair</td>
<td>3</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>32.</td>
<td>Plug and abandon existing sewer mains, sewer structures and laterals</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
**BIDDER'S PROPOSAL**  
*(continued)*

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.</td>
<td>San Francisco Bay Conservation and Development Commission - Additional Requirements for Work Adjacent to the San Francisco Bay</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL COST** $  

**TOTAL BID PRICE IN WORDS AND IN FIGURES:** ____________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

DOLLARS AND ____________________________ CENTS/($__________________)
BIDDER'S PROPOSAL
(continued)

The undersigned bidder agrees to accept payment in full for the work at the price set forth above in accordance with provisions of the contract documents and agrees to start within Fifteen (15) WORKING days following issuance of the Notice to Proceed and to complete all work specified in the contract documents in accordance with the plans and specifications within Ninety (90) WORKING days. The Notice to Proceed will be issued when the contract is fully executed. The contract construction time is inclusive of the time for delivery of materials. By execution of this contract the City and the Bidder do hereby agree that the value of damage associated with the delay of the work is difficult to ascertain. Therefore the Bidder agrees further to the assessment of liquidated damages in the amount of Two Thousand Dollars ($2,000) for each working day that the construction work remains incomplete beyond the expiration of the above construction time. The term of the contract is One Hundred Thirty-Five (135) WORKING days which include an additional Forty-Five (45) WORKING days for project closeout beyond the above construction time.

Company: ___________________________  Address: ___________________________

By: ________________________________  Phone: __________________________

Title: _______________________________  Date: __________________________

Taxpayer I.D. No.: _______________________  Corporation  Yes [ ]  No [ ]

(The following spaces to be used by the City)

Pursuant to City of Berkeley Council Resolution No. ____________ N.S. adopted on ______, the City of Berkeley agrees to pay _____________________________ the prices set forth above for the Total Base Bid in the amount of _____________________________ ($__________), in accordance with the terms and conditions set forth in Specification No. 20-11353-C. The Contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred Thirty-Five (135) WORKING days from the date established in the Notice-to-Proceed.

CITY OF BERKELEY

Dated: ________________  By: ___________________________
City Manager

Registered By: ___________________________
Auditor

Attested By: ___________________________
City Clerk
EXPERIENCE AND FINANCIAL QUALIFICATIONS

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

The bidder's three most recently completed contracts are:

<table>
<thead>
<tr>
<th></th>
<th>I</th>
<th>II</th>
<th>III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of Project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer in Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Accepted</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Bank ____________________________ Address ____________________________

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

Company ____________________________ Address ____________________________

_________________________________________________________________

Signature of Bidder
TAXPAYER IDENTIFICATION REPORT

COMPANY NAME


MAILING ADDRESS


SOCIAL SECURITY NUMBER: ____________________________

OR

EMPLOYER IDENTIFICATION NUMBER: ____________________________

My Company is a Corporation [ ]

My Company is not a Corporation [ ]

I certify that the above information is true and correct:

__________________________________________  ____________________________
Name                                      Title

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

Persons who do not furnish their tax information numbers become subject to backup withholding by the City at a rate of 20% from each disbursement made to the recipient.
CITY OF BERKELEY
MEMORANDUM OF UNDERSTANDING
(MOU)

1. In the performance of this contract the Contractor (and all Subcontractors) agrees not to discriminate pursuant to Section 13.26 of the Berkeley Municipal Code.

2. In the performance of this contract the Contractor agrees that he/she is also responsible for his/her Subcontractor’s compliance with Section 13.26 of the Berkeley Municipal Code.

3. For contracts that are not governed by a Community Workforce Agreement, the Contractor agrees to comply with Section 13.26 of the Municipal Code as applied to the First Source Program (see section 13.26.080).

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

_________________________________________  ______________________________________
Contractor                                    City Engineer or designee

_________________________________________    ______________________
Date                                           Date
WORKFORCE COMPOSITION 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.
WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS

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

Name of Contractor/Subcontractor:  

Project: Sanitary Sewer Rehabilitation – SEAWALL DR, SEVENTH ST, ET AL.

<table>
<thead>
<tr>
<th>Name</th>
<th>Race*</th>
<th>Sex**</th>
<th>Trade/Craft</th>
<th>Hourly Base Rate</th>
<th>Hire Date</th>
<th>Employees to be used on this project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

Signature of Contractor/Subcontractor: ____________________________  
Date: ____________________

Verified By: ____________________________  
City Engineer or designee
AGREEMENT FOR CHANGE IN SUB-CONTRACTORS

I agree to use the Subcontractor(s) listed in the signed contract with the City of Berkeley. If it should become necessary to change Subcontractors, I will notify the Public Works Engineering Division by completing the following information:

<table>
<thead>
<tr>
<th>Current Subcontractor(s)</th>
<th>Alternate Subcontractors</th>
<th>Reason for Change</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Signed by:                              Verified by:

Prime Contractor                     Subcontractor                     City Engineer or designee

Date: ________________    Date: ________________    Date: ________________
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, this disclosure form may be signed by more than one individual, 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:

____________________________________________________________________________________

Specification Name & No.: SANITARY SEWER REHABILITATION SEAWALL DR, SEVENTH ST, ET AL. SPECIFICATION NO. 20-11353-C
CITY OF BERKELEY
OPPRESSIVE STATES COMPLIANCE STATEMENT FOR COMMODITIES

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).

"Commodities" includes, but is not limited to, any tangible supplies, goods, vehicles, machinery or equipment.

“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.”

"Oppressive State" means:
Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang.

The Commodities, which Vendor proposes to supply to the City, are not manufactured, assembled, extracted, harvested or refined in any Oppressive State. Vendor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at anytime during the term of the contract, it buys, sells, leases or distributes Commodities in the conduct of business with, or 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.
CITY OF BERKELEY
OPPRESSIVE STATES COMPLIANCE STATEMENT FOR COMMODITIES
(continued)

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: __________________________________________________________

Specification Name & No.: SANITARY SEWER REHABILITATION
SEAWALL DR, SEVENTH ST, ET AL.
SPECIFICATION NO. 20-11353-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: ________________
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: _______________________________________________________________

**City Auditor’s Office Telephone No. (510) 665-7628**
CITY OF BERKELEY
NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE

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

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

The EBO is applicable to the following employers:

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

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

Compliance with the EBO

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

Violations

Any suspected violations of the EBO should be reported to:

EBO Compliance Officer,
City Manager’s Office
2180 Milvia Street, Berkeley, CA 94704
510-981-7000
CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

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

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

Printed Name: __________________________________________ Title: ______________________________

Signature: __________________________________________ Date: ______________________________

Business Entity: ________________________________________

Specification Name & No.:  
SANITARY SEWER REHABILITATION  
SEAWALL DR, SEVENTH ST, ET AL.  
SPECIFICATION NO. 20-11353-C
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>
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<tr>
<td>Address:</td>
<td>City:</td>
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<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
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<td>E-mail Address:</td>
<td>Fax No.:</td>
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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)             ☐ Full Compliance  ☐ Reasonable Measures
☐ One-Person Contractor/Vendor
☐ Provisional Compliance Category, Full Compliance by Date: ____________________________

Staff Name(Sign and Print): ___________________________________ Date: ____________________
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>
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<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Exp. Date</th>
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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 Ricardo Salcedo, 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, agents, employees, and volunteers.

___________________________________________
Insurance Company

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

A28
KNOW ALL MEN BY THESE PRESENTS,

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

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

_________________________________________________________

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

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do, pay and perform, each and every, all and singular, all the matters, provisions, undertakings, covenants, terms, conditions, agreements and things in said contract set forth and specified to be by the said principal kept, done, paid and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damages which said Obligee may sustain by reason of failure
or default, or breach on the part of said Principal, then this obligation shall be void; otherwise to be
and remain in full force and effect.

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

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

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

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

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

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

SIGNED AND SEALED THIS ____________________________ day of ____________________
_________________________________________________________, 20 ________.

____________________________________________
Principal

____________________________________________
Surety Attorney In Fact
First Source (B.M.C. 13.26) promotes the hiring of local jobseekers on local and publicly funded construction projects, in addition to non-construction jobs that are created after construction is complete.

In general, the following responsibilities are assumed by the City and general Contractors/Subcontractors.

**CITY RESPONSIBILITIES:**

1. Coordinate with Unions and CITY-funded employment/training agencies to ensure referral of applicants and training in accordance with CITY commitments.

2. Work with the local workforce development programs to ensure that they thoroughly screen applicants' experience/qualifications for jobs.

3. Follow up with workforce development agencies and employers on outcome of applicants referred for employment and will initiate corrective actions necessary for an effective employment/training delivery system.

4. At its discretion, be responsible for monitoring and, where necessary, enforcing compliance with this Agreement. This will be accomplished through periodic reviews, investigations of grievances and dispute resolution through administrative hearings. Pending conclusion of the hearings, the CONTRACTOR can continue normal operations and hiring.

5. At its discretion, review certified payroll or other relevant reports to determine whether the CONTRACTOR has maintained good faith efforts to hire and provide opportunities for Berkeley residents.

6. Ensure that local workforce development programs and Berkeley Housing Authority (for HUD Section 3 compliance where applicable) are notified that the First Source Agreement is in place.

**GENERAL CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES:**

Compliance with the City of Berkeley Non-Discrimination policy and employment goal as it relates to the First Source Program:

1. Meeting employment goals contained in the City construction component.
2. Notifying City or City's designee of project labor needs.
3. Interviewing qualified Berkeley residents before others are interviewed.
4. Providing information to City of application-for-work procedures.
CITY OF BERKELEY
FIRST SOURCE AGREEMENT

I certify that:

I I am authorized to enter into this agreement on behalf of the company whose name appears below ("Contractor").

II Contractor understands and agrees to comply with the First Source Program as described in Berkeley Municipal Code Section 13.26.080.

III Contractor understands that agreement with Berkeley Municipal Code Section 13.26.080 means that Contractor agrees as follows:

A. To interview and consider qualified Berkeley applicants before interviewing others.

B. To notify the applicable Union Hall(s) as to the local hiring requirement for this project and to request qualified Berkeley residents first.

C. That the Contractor has the sole discretion to make all final hiring decisions.

IV Contractor also agrees:

A. To ensure that workers employed through this agreement are treated in a manner that is equal to all other employees.

B. To fully document the reason(s) for not hiring persons referred by Union Halls or workforce development agencies.

C. To ensure that job specifications/requirements accurately reflect job functions.

D. To designate a qualified representative of the Contractor and each Subcontractor who will be the responsible party for implementation and compliance with the goals, objectives and responsibilities specified in this agreement. Contractor will inform the City of the designated representative(s) at the Non-Discrimination Conference.

E. To provide to the City, upon request, information on the employment status of First Source placements, and reason for separation if employee is terminated.
CITY OF BERKELEY
FIRST SOURCE AGREEMENT
(continued)

The above First Source Agreement provisions shall apply for the duration of covered contracts. Covered contracts are all construction projects over $100,000, and shall include all subcontracts.

I declare the foregoing to be true and correct under penalty of perjury.

Signed: ____________________________ Date: _________________

Title: _____________________________________________________________________

Company: __________________________________________________________________

_______________________________ Date: _________________
City Engineer or designee
CITY OF BERKELEY
AGREEMENT TO BE BOUND FORM

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project’s Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.

4. Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule “A” of Agreement.

Date: ____________________________________________________________

Company Name: __________________________________________________

Name of Prime contractor or Higher Level Subcontractor:

______________________________________________________________

Name of Project: __________________________________________________

Signature: ________________________________________________________

Print Name: ______________________________________________________

Title: ___________________________________________________________

Contractor’s License #: ____________________________________________

Motor Carrier Permit (CA) #: ______________________________________
CITY OF BERKELEY
CWA HIRING PLAN
(to be submitted prior to Notice to Proceed date)

Name of Project: Sanitary Sewer Rehabilitation – SEAWALL DR, SEVENTH ST, ET AL.

Name of Company Reporting: 

Name of Person Completing Form: 

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Core/Current Or TBD*</th>
<th>Employee Address</th>
<th>City &amp; Zip Code</th>
<th>Trade</th>
<th>Estimated Hours on Project</th>
<th>Journey or Apprentice and Period</th>
<th>Pay Rate</th>
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*If employee is TBD please enter the trade & planned hours only, and re-submit form with names and addresses after workforce is determined.

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

Comments:

Delfina Geiken, Employment Programs Administrator
2180 Milvia Street, 2nd floor
Berkeley, CA 94704
dgeiken@cityofberkeley.info