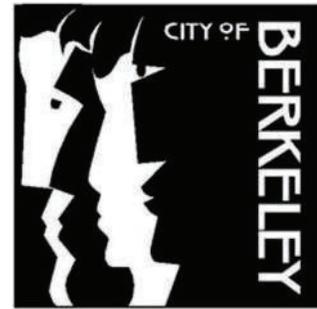


CITY OF BERKELEY

DEPARTMENT OF PARKS, RECREATION  
AND WATERFRONT



# PROJECT MANUAL

## K-DOCK RESTROOM RENOVATION PROJECT

**SPECIFICATION NO. 25-11743-C**  
July, 2025

**ADVERTISEMENT DATE: Wednesday, July 23<sup>rd</sup>, 2025**

**NON-MANDATORY PRE-BID CONFERENCE: Tuesday, August 5<sup>th</sup>, 2025, at 10:00 AM**

**ALL QUESTIONS RECEIVED BY: Wednesday, August 13<sup>th</sup>, 2025 by 5:00 PM**

**BID OPENING DATE: Tuesday, August 26<sup>th</sup>, 2025, at 2:00 PM**

Approved by:

A handwritten signature in blue ink, appearing to read "F. Scott Ferris".

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**F. Scott Ferris**  
Director, Parks, Recreation, and Waterfront  
Department



CITY OF BERKELEY

DEPARTMENT OF PARKS, RECREATION  
AND WATERFRONT



# PROJECT MANUAL

## K-DOCK RESTROOM RENOVATION PROJECT

at

201 University Avenue, Berkeley, California  
Berkeley, CA 94710

**SPECIFICATION NO. 25-11743-C**  
**July, 2025**

**Prepared By:**

*Robert Chan*

Robert Chan, Assistant Civil Engineer

**Reviewed By:**

*Nelsom Lam*

Nelsom Lam, Supervising Civil Engineer

**CAPITAL DIVISION**  
**1947 CENTER STREET, 5<sup>TH</sup> FLOOR**  
**BERKELEY, CALIFORNIA 94704**

**Project Manager**  
**Robert Chan, Assistant Civil Engineer**  
**Phone: (510) 981-6392**  
**Email: RoChan@berkeleyca.gov**



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**END OF DOCUMENT**

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**DOCUMENT 00 1113****NOTICE INVITING BIDS****ARTICLE 1 - INVITATION TO BID**

- 1.01 Notice Inviting Bids:** City of Berkeley ("City") will receive sealed Bids at City of Berkeley, Purchasing Manager's Office, located at the Martin Luther King Jr. Civic Center, 2180 Milvia Street, Third Floor, Berkeley, CA 94704, Telephone (510) 981-7320, until **Tuesday, August 26<sup>th</sup>, 2025 at 2:00 PM** for the following public work:

**SPECIFICATION NO. 25-11743-C  
CITY OF BERKELEY  
K-Dock Restroom Renovation Project  
201 University Avenue, Berkeley, CA 94710**

- 1.02 Project Description:** Renovating an existing slip holder restroom into a public restroom and separate slip holder restroom with shower room, work includes, demolition and waste tracking requirements, site security, temporary portable toilet facilities for public use while existing restroom is closed for construction, new perforated panels, doors, interior walls, ADA accessible ramps and stair, security fence, interior improvements, signage, HVAC and Mechanical components, motion activated seismic shut-off valve for gas-meter (included in Mechanical components), plumbing fixtures, water bottle filler, and electrical components including lighting, including ancillary work in accordance with the terms and conditions of the Contract Documents. Work shall be completed within **150** Calendar Days from the date when Contract Time commences to run.
- 1.03 Procurement of Bidding Documents:**  
Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents by August 26<sup>th</sup>, 2025 from City of Berkeley's Public Works website under Current Construction Project Bid Opportunities:  
**[http://www.cityofberkeley.info/Public\\_Works/Bids -  
Contracts/Current Construction Project Bid Opportunities.aspx#ConstructionProjects](http://www.cityofberkeley.info/Public_Works/Bids_-_Contracts/Current_Construction_Project_Bid_Opportunities.aspx#ConstructionProjects)**  
For information pertaining to the Bidding Documents, please contact the Project Manager, Robert Chan, 1947 Center Street, 5<sup>th</sup> Floor, Berkeley, CA 94704, by Email at [RoChan@berkeleyca.gov](mailto:RoChan@berkeleyca.gov) or by Telephone at (510) 981-6392 or by FAX **(510) 981-6710**.
- 1.04 Planholders List:**  
Bidders are responsible for notifying Robert Chan, via email at [RoChan@berkeleyca.gov](mailto:RoChan@berkeleyca.gov) to be included on the Planholders List. Please include the following in the email subject header: "Planholders list for Specification No. 25-11743-C for K-Dock Restroom Renovation Project". In the body of the email, please state the Name of the Company Representative, Company Name, Address, Telephone Number, Fax Number, and Email Address.
- 1.05 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit into the Bid Box, located at **City of Berkeley, Purchasing Manager's Office, Martin Luther King Jr. Civic Center, 2180 Milvia Street, Third Floor, Berkeley, CA 94704, Telephone (510) 981-7320** no later than the time and date set forth in Paragraph 1.01 above.
- 1.06 Non-Mandatory Pre-Bid Site Visit:** City will conduct a Non-Mandatory Pre-Bid Conference and Site Visit at 201 University Avenue, Berkeley, CA 94710. The location of work is open to the

public during normal business or daylight hours. It is recommended that potential bidders visit the site independently to review site conditions prior to bid. City will conduct a Non-Mandatory Pre-Bid Conference and Site Visit at 201 University Avenue, Berkeley, CA, at 10:00 AM Tuesday, August 5<sup>th</sup>, 2025.

- 1.07 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.08 Reservation of Rights:** City specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. City may reject any and all Bids and waive any minor irregularities in the Bids.

## ARTICLE 2 - LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California "B" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract. Specialty work may require a specialty contractor's license, held by Bidder or a listed subcontractor.
- 2.02 Bid Alternates:** Bid alternates are identified in Document 00 4113 (Bid Form). The determination of lowest bid shall be based upon: Base contract bid price only.
- 2.03 Substitution of Securities:** City will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.
- 2.04 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at <http://www.dir.ca.gov/oprl/pwd/> and are deemed included in the Bidding Documents. The successful Bidder shall post the applicable prevailing wage rates at the Site.
- 2.05 Community Workforce Agreement:** This contract **WILL NOT** be subject to the Community Workforce Agreement approved by the Berkeley City Council on June 23, 2015 (See Document 00 6580 – City of Berkeley Contracting Policies). The successful bidder and all subcontractors, at any tier, **WILL NOT** be required to sign an Agreement to be Bound as a condition precedent to entering into any contract for this project.
- 2.06 First Source Construction Agreement:** This contract **WILL** be subject to the First Source Construction Agreement (See Document 00 6580 – City of Berkeley Contracting Policies).
- 2.07** This contract **WILL NOT** be subject to Supplementary Conditions for Federal Funding. Section 00 7201.

END OF SECTION

**DOCUMENT 00 2113****INSTRUCTIONS TO BIDDERS**

Bids are requested by City of Berkeley ("City"), for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

**ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS****1.01 Non-Mandatory Pre-Bid Conference and Site Visit**

- A. City **WILL** conduct a Non-Mandatory Pre-Bid Conference and Site Visit at 201 University Avenue, Berkeley, CA at 10:00 AM August 5<sup>th</sup>, 2025. The location of work is open to the public during normal business or daylight hours. It is recommended that potential bidders visit the site independently to review site conditions prior to bid.
- B. Questions regarding the site and the Bid Documents may be sent to the City's Representative to clarify such matters as Bidders may request. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at City's sole discretion, depending on staff availability.
- C. City will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by City are not Contract Documents.

**1.02 Required Pre-Bid Investigations**

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, which will be posted on the website location indicated in Document 00 1113 (Notice Inviting Bids), paragraph 1.03.

**1.03 Bidder Questions and Answers**

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to City's Project Manager in writing as indicated in Document 00 1113 (Notice Inviting Bids), paragraph 1.03. Interpretations or clarifications considered necessary by City in response to such questions will be issued by written Addenda posted to the City's website.
- B. Questions received less than ten (10) calendar days prior to the date for opening Bids may not be answered.
- C. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

**1.04 Addenda**

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City on the website as indicated in Document 00 1113 (Notice Inviting Bid), paragraph 1.03.
  1. It is the Contractor's responsibility to check the City's website for Addenda prior to submitting their bid.

**ARTICLE 2 - RECEIPT OF BIDS****2.01** Date and Time

- A. Sealed Bids will be received by the City until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. City shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

**2.02** Two Envelope Bid Submission:

- A. City will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
- B. Bidders must submit Bids in two envelopes: "Envelope A – Bid Submittals" and "Envelope B – Statement of Qualifications."
- C. Bidders should mark their Bid envelopes using the name, address, identifying information and specification number, indicated in Document 00 1113 (Notice Inviting Bids).

**2.03** Required Contents of "Envelope A – Bid Submittals"

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to City and completed in accordance with the provisions of Document 00 4313.
- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- E. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- F. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

**2.04** Required Contents of "Envelope B – Statement of Qualifications"

- A. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.

**ARTICLE 3 - BID OPENING AND EVALUATION****3.01** Determination of Apparent Low Bidder

- A. City will open each Bidders' Envelope A at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

- B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. For the purposes of award, the apparent low Bidder will be the conforming responsible Bidder offering the lowest total amount for the Total Base Bid shown in the Bid Form. Once the low bidder is determined as herein described, the City reserves the right to award any combination of Additive Bid alternates, or not award any Additive Bid alternates, as it deems to be in the best interest of the City, regardless of whether the total bid of the particular combination selected is higher or lower than any other bidder for that same combination.
- D. For the Apparent Low Bidder only, City will open Envelope B and evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 4513 and for Responsibility.
- E. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then City may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

### **3.02 Evaluation of Bids**

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. City may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid.

### **3.03 Reservation of Rights**

- A. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- C. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

**ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES****4.01 Submission of Written Bid Protest**

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to the Project Manager as indicated in Document 00 1113, paragraph 1.03 before 3:30 p.m. of the fifth Business Day following opening of the Bidders' envelopes.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

**4.02 Exclusive Remedy**

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

**ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT****5.01 Notice of Intent to Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. City will issue Document 00 5100 Notice of Intent to Award. Such Award, if made, will be made within sixty (60) calendar days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to City the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10<sup>th</sup> calendar Day following the Notice of Intent to Award.

**5.02 Required Contract Documents and Proof of Insurance**

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit **two** originals and an emailed PDF, each bearing an original signature (in blue ink) and initials on each page.
- B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit **two** originals and an emailed PDF.
- C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit **two** originals and an emailed PDF.
- D. Document 00 6536 (Guaranty), fully executed by successful Bidder. Submit **two** originals and an emailed PDF.
- E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions — Insurance and Indemnification): Submit **one** original set and an emailed PDF.
- F. Document 006580 (City Contracting Policies), fully executed by successful bidder. Submit **one** original set and an emailed PDF.

**5.03 Failure to Execute and Deliver Documents:**

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, City may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) calendar days after the opening of the Bid Proposals.

**ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS****6.01 Modification of Commencement of Work:**

- A. City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.

**6.02 Conformed Project Manual:**

- A. Following Award of Contract, City may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

**6.03 Payment Bond:**

- A. If the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by City prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

**6.04 Wage Rates:**

- A. The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at <http://www.dir.ca.gov/oprl/pwd/> and are deemed included in the Bidding Documents. The successful Bidder shall post the applicable prevailing wage rates at the Site.

**6.05 Withdrawal of Bids:**

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with City's Purchasing Department, at 2180 Milvia Street, 3<sup>rd</sup> Floor, Berkeley, CA 94704. Bidder or its duly authorized representative shall execute request to withdraw Bid.

**6.06 Ineligible Contractors and Subcontractors:**

- A. No contractor or subcontractor may be listed on a bid proposal for a public works project 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)].

- B. City shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).

**6.07** Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 calendar days after Notice of Award. As a limitation on Bidder's privilege to request substitution of "or equal" items, City has found that certain items are designated as City standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, City will not permit substitution. Such items are described in the Bidding Documents.

**6.08** Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

**END OF SECTION**

**DOCUMENT 00 3132****GEOTECHNICAL DATA AND EXISTING CONDITIONS****ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS****1.01 Inspection of Reports:**

- A. City, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

**ARTICLE 2 - USE OF EXISTING CONDITIONS DATA****2.01 Above-Ground Existing Conditions:**

- A. City makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by City regarding existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by City.

**2.02 Underground Facilities:**

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to City by others (e.g., the builders of such Underground Facilities or others).
- B. City assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by City. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- C. City is not responsible for information regarding Underground Facilities owned by others.

**2.03 Hazardous Materials Surveys:**

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. City does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

**2.04 Geotechnical Data:**

- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

- B. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term "technical data" shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.
- D. Except as expressly set forth in this Document 00 3132, City does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.
- E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by City, except as specifically set forth herein.

### **ARTICLE 3 - INVESTIGATIONS**

#### **3.01 Required Investigations:**

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. Bidders shall advise City in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for City's review and response.
- C. City has provided time in the period prior to bidding for Bidder to perform these investigations.

#### **3.02 Access to Site for Investigations:**

- A. During the Pre-Bid Site Visit(s), City will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. The Bidder may request alternate dates and times to access the site. Such request must be made in writing at least ten (10) calendar days prior to bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. City has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

**END OF SECTION**

**DOCUMENT 00 4113  
BID FORM**

**TO CITY OF BERKELEY**

THIS BID IS SUBMITTED BY:

---

(Firm/Company Name)

Re: K-Dock Restroom Renovation Project at 201 University Avenue, Berkeley, CA, Specification No. 25-11743-C

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City of Berkeley in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening, unless there is a bid protest, then 90 calendar days after the day of bid opening. Bidder will sign and submit Document 00 5200 (Agreement) and other documents required by Document 002113, paragraph 5.02 (Required Contract Documents and Proof of Insurance) within 20 calendar days after receipt of City’s Notice of Intent to Award.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations as set forth in Document 00 5200 (Agreement) Article 6 (Contractor’s Representation), received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

**SCHEDULE OF BID PRICES**

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE (\$)
1	Mobilization, Staging Area, and Demobilization	1	LS		
2	Temporary Construction/Weather and Security Protection	1	LS		
3	Removal, Demolition, Trenching, Waste Management, Green Halo Tracking	1	LS		
4	Exterior Access Ramps, Landings and Railings, Modular Aluminum Stair and Handrail	1	LS		
5	Exterior Perforated Panels	1	LS		
6	Metal Doors, Frame and Hardware	1	LS		
7	Interior Floor Finishes	1	LS		
8	Interior Wall and Ceiling Finishes	1	LS		
9	Signage	1	LS		
10	Toilet Accessories	1	LS		
11	Mechanical Components	1	LS		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE (\$)
12	Plumbing Fixtures	1	LS		
13	Electrical Components	1	LS		

Total Bid Price: (Bid Items 1 Through 13)

---

(Words)

### Alternate Bid Item

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE (\$)
14	Ornamental Steel Fence and Hardware	1	LS		

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that City reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Intent to Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to City of Berkeley.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:



---

(Name/Title)

---

(Name/Title)

Telephone Number(s):

---

(Area Code) (Number)

---

(Area Code) (Number)

Fax Number(s):

---

(Area Code) (Number)

---

(Area Code) (Number)

Date of Bid:

**END OF SECTION**

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**DOCUMENT 00 4313  
BOND ACCOMPANYING BID**

KNOW ALL BY THESE PRESENTS:

That the undersigned

\_\_\_\_\_  
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto City of Berkeley,  
as obligee, in the penal sum of \_\_\_\_\_

(Dollar Amount in Words)

Dollars (\$ \_\_\_\_\_) lawful money of the United States of America being at least ten  
percent (10%) of the aggregate amount of said Principal

\_\_\_\_\_’s base Bid, for the payment of which,  
well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for

Specification No. 25-11743-C  
**K-Dock Restroom Renovation Project**  
at 201 University Avenue, Berkeley, CA 94710

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal  
be accepted and the Contract be awarded to said Principal and said Principal shall within the required  
periods enter into the Contract so awarded and provide the required Construction Performance Bond,  
Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other  
endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then  
this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.  
(Month)

(Corporate Seal)

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety

(Corporate Seal)

By \_\_\_\_\_  
Attorney in Fact

**END OF SECTION**

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**DOCUMENT 00 4314**  
**BIDDER REGISTRATION FORM**  
**INSTRUCTIONS**

In order to register to undertake work for City of Berkeley, Bidder **must**:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # \_\_\_\_\_

Date: \_\_\_\_\_ Fed I.D. # \_\_\_\_\_

Full Corporate Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Principal Contact: \_\_\_\_\_

Type of Business:                    \_\_\_\_\_ Sole Proprietor                    \_\_\_\_\_ Partnership  
   \_\_\_\_\_ Non-Profit 501(c)(3)                    \_\_\_\_\_ Corporation  
   \_\_\_\_\_ other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**General Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Automobile Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316  
[Supplementary Conditions – Insurance]):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING  
INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND  
REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE  
INFORMATION.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SAFETY EXPERIENCE**

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

- 1. List Bidder's interstate Experience Modification Rate for the last three years.

[20\_\_] \_\_\_\_\_ [20\_\_] \_\_\_\_\_ [20\_\_] \_\_\_\_\_

- 2. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

- a. Number of lost workday cases \_\_\_\_\_

- b. Number of medical treatment cases \_\_\_\_\_

- c. Number of fatalities \_\_\_\_\_

- 3. Employee hours worked last year \_\_\_\_\_

- 4. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

**I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

**BIDDER:**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

Date \_\_\_\_\_

**END OF SECTION**

**DOCUMENT 00 4330**  
**SUBCONTRACTORS LIST**

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

<b>Full Name of Subcontractor (Sub.) and Address of Mill or Shop</b>	<b>Sub.'s License No.</b>	<b>Description of Work: Reference to Bid Items</b>	<b>Sub.'s Bid Amount</b>	<b>Sub.'s Depart. Of Industrial Relations No.</b>

(Bidder to attach additional sheets if necessary)

**END OF SECTION**

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**DOCUMENT 00 4513**  
**STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION PROJECTS**

**ARTICLE 1 – GENERAL INFORMATION****1.01 Minimum Bidder Qualifications.**

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. Bidders must have three (3) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed two (2) projects of a similar nature and complexity with a contract dollar amount of (i.) at least 75% of the amount of Bidder's Bid or (ii.) 125% of such amount in the aggregate.

**1.02 Measurement.**

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications ("SOQ"), by providing the information described in this Document 00 4513.

**ARTICLE 2 – Required Contents of SOQ Submission****2.01 Transmittal Letter**

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

**2.02 Submittals:**

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment "A".
- B. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.
- C. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

**2.03 Additional Submittals:**

After bid opening, Contractor maybe required to supply the City with the following submittals upon request.

- A. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- B. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed

consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies) of Bidder and each member of any proposed consortium or joint venture.

- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VIII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to City, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- E. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience.

#### **2.04 Format.**

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet City's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

**ATTACHMENT “A” – STATEMENT OF QUALIFICATION QUESTIONNAIRE**

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2113 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

**CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**PART A: GENERAL INFORMATION**

1. Does Bidder possess a valid and current California Contractor’s license for the work proposed? Yes \_\_\_ No \_\_\_
2. Does Bidder have a minimum of **\$2,000,000** liability insurance coverage? Yes \_\_\_ No \_\_\_
3. Has Bidder’s License been revoked at any time in the last five years? Yes \_\_\_ No \_\_\_
4. Has Bidder been “default terminated” by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes \_\_\_ No \_\_\_
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes \_\_\_ No \_\_\_
6. Will Bidder provide copies of its reviewed or audited financial statements and accompanying notes for the last three years, if requested? Yes \_\_\_ No \_\_\_

**Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.  
 Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

**PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

**(SAFETY)**

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?  
 Yes \_\_\_ No \_\_\_ If yes, attach description of each citation.
2. How often does Bidder require documented safety meetings be held for:
 

Field Supervisor	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Employees	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
New Hires	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Subcontractors	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
3. How often does Bidder conduct documented safety inspections?  
 Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_

- 4. Does Bidder have home office safety representatives who visit/audit the job site?  
Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_. (A rating in excess of **[1]** may constitute grounds for disqualification as non-responsible).

**(PREVAILING WAGE PROVISIONS)**

- 6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.  
Yes \_\_\_\_\_ No \_\_\_\_\_

**(LICENSE PROVISIONS)**

- 7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Reason: \_\_\_\_\_  
\_\_\_\_\_

**(DISPUTES)**

- 8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number.  
Yes \_\_\_\_\_ No \_\_\_\_\_

**(BONDING)**

- 9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:  
Name of bonding company/surety: \_\_\_\_\_  
Name of Surety Agent: \_\_\_\_\_  
Surety Agent address: \_\_\_\_\_  
Surety Agent phone number: \_\_\_\_\_  
Is surety a California-admitted surety? Yes \_\_\_\_\_ No \_\_\_\_\_  
Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes \_\_\_\_\_ No \_\_\_\_\_  
List surety's A.M. Best Rating: \_\_\_\_\_  
What is Bidder's total bonding capacity? \_\_\_\_\_  
What percent does Bidder pay for bonds? \_\_\_\_\_

**PART C: EXPERIENCE OF PRIME CONTRACTOR**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

**Prime Contractor.** List three projects of similar size and scope to the Work of the Contract, completed in the past two (2) years, and indicate who were the superintendent, project manager and scheduler.

NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Section 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

Project Scheduler: \_\_\_\_\_

**Recent Projects.**

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Section 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner Contact (name and phone): \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Architect/Engineer Contact (name and phone number): \_\_\_\_\_  
Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_  
Description of Project, Scope of Work Performed: \_\_\_\_\_  
\_\_\_\_\_  
Total Construction Cost: \_\_\_\_\_  
Total Change Order Amount: \_\_\_\_\_  
Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.  
Original Scheduled Date of Completion: \_\_\_\_\_  
Time Extensions Granted (number of calendar days): \_\_\_\_\_  
Actual Date of Completion: \_\_\_\_\_  
Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_
  
2. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner Contact (name and phone): \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Architect/Engineer Contact (name and phone number): \_\_\_\_\_  
Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_  
Description of Project, Scope of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_

Total Change Order Amount: \_\_\_\_\_

Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: \_\_\_\_\_

Time Extensions Granted (number of calendar days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_

3. Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name and phone): \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Architect/Engineer Contact (name and phone number): \_\_\_\_\_

Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_

Total Change Order Amount: \_\_\_\_\_

Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: \_\_\_\_\_

Time Extensions Granted (number of calendar days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_

**PART D: FINANCIAL INFORMATION**

- 1. Has Bidder ever reorganized under the protection of bankruptcy laws?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please state when \_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 4314 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number \_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating: \_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating: \_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating: \_\_\_\_\_

- 3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**END OF SECTION**

**DOCUMENT 00 4519**  
**NON-COLLUSION AFFIDAVIT**

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
(Name of Principal of Bidder)

deposes and says that he or she is \_\_\_\_\_  
(Office of Affiant)

of \_\_\_\_\_, the party  
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against City , or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Principal)

Subscribed and sworn before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public of the State of \_\_\_\_\_

In and for the County of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

**NOTE:** If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

**NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

**END OF SECTION**

**DOCUMENT 00 4546  
BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to City as set forth in sections 1 through 5 below.

**1. STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

**5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

**BIDDER:**

\_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, [20 ] By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

**END OF SECTION**

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**DOCUMENT 00 5100**

**NOTICE OF INTENT TO AWARD**

Dated \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: City of Berkeley  
**K-Dock Restroom Renovation Project AT 201 University Avenue, Berkeley,  
CA 94710**

The Contract Sum of your contract is \_\_\_\_\_

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20<sup>th</sup> Day** following the date of this Notice of Award, that is, by [Day of Week, Month Day, Year].
  - a. Deliver to Owner **two** fully executed counterparts and an emailed PDF copy of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
  - b. Deliver to Owner **two** originals and an emailed PDF of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
  - c. Deliver to Owner **two** originals and an emailed PDF of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
  - d. Deliver to Owner **two** original copies and an emailed PDF of Document 00 6536 (Guaranty), each executed by you.
  - e. Deliver to Owner **one** original set and an emailed PDF of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
  - f. Deliver to Owner **one** original copy and an emailed PDF of all documents found in Document 00 6580 (City of Berkeley Contracting Policies) executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 calendar days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with [number] copies of the Project Manual (including Specifications and Drawings) and [number] sets of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference may be arranged through **Robert Chan (510) 981-6392**. Questions regarding

bonds and insurance may be directed to **Robert Chan** at the same number. All other inquiries regarding the Project should be directed to **Robert Chan**.

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

**OWNER**

BY: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
( Print Name)

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print Name)

AUTHORIZED BY [CITY / COUNTY / DISTRICT] RESOLUTION:

NO: \_\_\_\_\_

ADOPTED: \_\_\_\_\_, [20\_\_]

**[Copy of Resolution Attached]**

**END OF DOCUMENT**

**DOCUMENT 00 5200**

**AGREEMENT**

THIS AGREEMENT, dated this [date] day of [Month], [20\_\_\_], by and between **Professional Contractors Inc.** whose place of business is located at **123 Contractor Ave.** ("Contractor"), and **City of Berkeley** ("City"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

**SPECIFICATION NUMBER 25-11743-C**

**K-Dock Restroom Renovation Project  
at  
201 University Avenue, Berkeley, CA 94710**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

**ARTICLE 1 – SCOPE OF WORK OF THE CONTRACT**

**1.01 WORK OF THE CONTRACT**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

**1.02 PRICE FOR COMPLETION OF THE WORK**

- A. City shall pay Contractor the following Contract Sum \$\_\_\_\_\_ for completion of Work in accordance with Contract Documents as follows: [HERE INSERT LUMP SUM, UNIT PRICES, OR CONTRACTOR'S BID IN WORDS AND NUMBERS]
- B. The Contract Sum includes all allowances (if any).

**ARTICLE 2 – COMMENCEMENT AND COMPLETION OF WORK**

**2.01 COMMENCEMENT OF WORK**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. City reserves the right to modify or alter the Commencement Date.

**2.02 COMPLETION OF WORK**

- A. Contractor shall achieve Substantial Completion of the entire Work within **120** calendar days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **150** calendar days from the Commencement Date.

**ARTICLE 3 – PROJECT REPRESENTATIVES**

**3.01 CITY'S PROJECT MANAGER**

- A. City has designated Robert Chan as its Project Manager to act as City's Representative in all matters relating to the Contract Documents.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of City, to accept work,

and to make decisions or actions binding on City, and shall have sole signature authority on behalf of City.

- C. City may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other City Representative.

### **3.02 CONTRACTOR'S PROJECT MANAGER**

- A. Contractor has designated [\_\_\_\_\_ or other] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

### **3.03 ARCHITECT/ENGINEER**

- A. **TranSystems/GFT** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
- B. Architect/Engineer has designated **David Lee** as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

## **ARTICLE 4 – LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**

### **4.01 LIQUIDATED DAMAGE AMOUNTS**

- A. As liquidated damages for delay, Contractor shall pay City three thousand six hundred dollars (\$3,600.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay, Contractor shall pay City three thousand six hundred dollars (\$3,600.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

### **4.02 SCOPE OF LIQUIDATED DAMAGES**

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

## **ARTICLE 5 – CONTRACT DOCUMENTS**

- 5.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6536	Guaranty
Document 00 6530	Release of Claims
Document 00 6325	Substitution Request Form
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6580	City of Berkeley Contracting Policies
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7317	Supplemental Conditions – Contracting Policies
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda [LIST ADDENDA ISSUED]

Specifications Divisions 1 through 9  
Maps, Drawings and Sketches listed in Document 00 0115

- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

## **ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS**

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

- 6.01** Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 6.02** Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, identified in the Bid Documents, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00 7200 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 6.03** Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 6.02 above) which pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, test, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 6.04** Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.05** Contractor has given the Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by Project Manager is acceptable to Contractor.

## **ARTICLE 7 – MISCELLANEOUS**

- 7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 7.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on

behalf of City or acting as an employee, agent, or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 7.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.05** 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 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.
- 7.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Alameda, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Alameda.

IN WITNESS WHEREOF the parties have executed this Agreement in triplicate the day and year first above written.

**CITY OF BERKELEY**

**PROFESSIONAL CONTRACTORS INC.**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

Attest:  
CITY OF BERKELEY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

\_\_\_\_\_  
(Print Name)

Pre-approved as to form:  
CITY ATTORNEY  
8/2016

**END OF DOCUMENT**

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**DOCUMENT 00 5500**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_

CONTRACT FOR: **City of Berkeley K-Dock Restroom Renovation Project AT 201 University Avenue, Berkeley, CA, 94710**

CONTRACT NO: XXXXXX

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_ [20\_\_]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are \_\_\_\_\_, [20\_\_] and \_\_\_\_\_, [20\_\_], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. [Other]

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**END OF DOCUMENT**

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## DOCUMENT 00 6113.13

## CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

**1.01** THAT WHEREAS, **City of Berkeley** ("City"), a public agency of the State of California, has awarded to **Professional Contractors Inc.** as Principal, Specification Number **25-11743-C**, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), titled K-Dock Restroom Renovation Project in the amount of \$\_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

Renovating an existing slip holder restroom into a public restroom and separate slip holder restroom with shower room, work includes, demolition and waste tracking requirements, site security, temporary portable toilet facilities for public use while existing restroom is closed for construction, new perforated panels, doors, interior walls, ADA accessible ramps and stair, security fence, interior improvements, signage, HVAC and Mechanical components, motion activated seismic shut-off valve for gas-meter (included in Mechanical components), plumbing fixtures, water bottle filler, and electrical components including lighting, including ancillary work in accordance with the terms and conditions of the Contract Documents.

**1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

**1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) \_\_\_\_\_ as Surety are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE to be paid to City or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

**1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by City to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

**1.06** Whenever Principal shall be and declared by City in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) calendar days from notice:

- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by City of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by City to the Principal under the Contract and any amendments thereto, less the amount paid by City to Principal.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the others.
- 1.08 Surety may not use Contractor to complete the Contract absent City's Consent. City shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than City or its successors or assigns.
- 1.10 Surety shall join in any proceedings brought under the Contract upon City's demand, and shall be bound by any judgment.
- 1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF DOCUMENT**

## DOCUMENT 00 6113.16

## CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

**1.01** THAT WHEREAS, City of Berkeley ("City") has awarded to **Professional Contractors Inc.** as Principal, Specification No. **25-11743-C** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), titled K-Dock Restroom Renovation Project in the amount of \$ \_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

Renovating an existing slip holder restroom into a public restroom and separate slip holder restroom with shower room, work includes, demolition and waste tracking requirements, site security, temporary portable toilet facilities for public use while existing restroom is closed for construction, new perforated panels, doors, interior walls, ADA accessible ramps and stair, security fence, interior improvements, signage, HVAC and Mechanical components, motion activated seismic shut-off valve for gas-meter (included in Mechanical components), plumbing fixtures, water bottle filler, and electrical components including lighting, including ancillary work in accordance with the terms and conditions of the Contract Documents.

**1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

**1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety), as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

**1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

**1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

**1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

**1.08** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

**DOCUMENT 00 6290****ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION**

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Berkeley ("City"), whose address is 2180 Milvia Street, Berkeley, California 94704, **Professional Contractors Inc.** ("Contractor"), whose place of business is located at **123 Contractor Ave.** and \_\_\_\_\_ (**Name**), as escrow agent OR [ ] (**Name of Bank**), a state or federally chartered bank in the State of California, whose place of business is located at \_\_\_\_\_ ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract Number \_\_\_\_\_ entered into between City and Contractor for K-Dock Restroom Renovation Project located at **201 University Avenue, Berkeley, CA, 94710** in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of \_\_\_\_\_, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.
7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) calendar days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

- 8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- 9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
- 10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

**ON BEHALF OF CITY:**

**ON BEHALF OF CONTRACTOR:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip Code

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip Code

**ON BEHALF OF ESCROW AGENT:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

**CITY**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

Signature

ATTEST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

City Clerk

**ESCROW AGENT**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Pre-approved as to form:  
CITY ATTORNEY  
8/2016

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

**END OF DOCUMENT**

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**DOCUMENT 00 6325**

**SUBSTITUTION REQUEST FORM**

To: [\_\_\_\_\_, **Project Manager, City of Berkeley**]

[(\_\_\_\_) \_\_\_\_ - \_\_\_\_]

<b>PROJECT:</b>	<b>Contractor:</b>
<b>City's Specification No. :</b>	

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to City					
Contractor to Architect					
City / Architect to Consultant					
Architect to City Representative					
City Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
<b>Proposed Substitution:</b>		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

**Contractor to complete questions that follow and certifies to the accuracy of all answers:**

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: \_\_\_\_\_ Signature: \_\_\_\_\_

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone/ Fax: \_\_\_\_\_

Remarks: \_\_\_\_\_

**Consultant Response:**

Accepted

Not Accepted

Accepted As Noted

Received Too Late

**City Representative Response:**

Accepted

Not Accepted

Accepted As Noted

Received Too Late

Remarks: \_\_\_\_\_

Remarks: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**END OF DOCUMENT**

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**DOCUMENT 00 6530**

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

**[Public Contract Code § 7100]**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Berkeley (“City”), and **Professional Contractors Inc.**(“Contractor”), whose place of business is at **123 Contractor Ave..**

**RECITALS**

- A. City and Contractor entered into Contract Number **XXXXXX** (the “Contract”) for construction of City **K-Dock Restroom Renovation Project** located at **201 University Avenue, Berkeley, CA, 94710.**
- B. The Work under the Contract has been completed.

**AGREEMENT**

NOW THEREFORE, it is mutually agreed between City and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:
 

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____
2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [AMOUNT IN WORDS (\$ \_\_\_\_\_)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6 of this Document 00 6530.
4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release.

**[Insert information in Chart below, affix attachment if necessary]**

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless City, any of the City's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:
 

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

**CITY**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

**[CONTRACTOR]**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

**[CONTRACTOR]**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

Pre-approved as to form:  
CITY ATTORNEY  
8/2016

**END OF DOCUMENT**

**DOCUMENT 00 6536**

**GUARANTY**

TO: The City of Berkeley ("City"), for construction of K-Dock Restroom Renovation Project located at 201 University Avenue, Berkeley, CA, 94710, California 94710.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor's name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip code

**END OF DOCUMENT**

**DOCUMENT 00 6580****CITY OF BERKELEY CONTRACTING POLICIES**

Contractor shall comply with the City of Berkeley's adopted employment policies applying to City construction projects as described in Document 00 7317. The following certifications/forms shall be submitted in accordance with Document 00 2113 Instructions to Bidders:

- Memorandum of Understanding
- Workforce Composition Form
- Agreement for Change in Subcontractors
- Nuclear Free Zone Disclosure Form
- Oppressive States Compliance Statement
- Sanctuary City Compliance Certification
- Hardwood Disclosure Form
- First Source Construction Agreement (for projects between \$100,000 and \$500,000)  
**Applicable to this project.**
- Community Workforce Agreement, Agreement to be Bound (for projects over \$500,000)  
**[OPTIONAL] - Not applicable to this project.**
- Right to Audit Form
- Certification Of Compliance With Equal Benefits Ordinance
- Taxpayer Identification Report
- Contractor's License
- City of Berkeley Business License

**CITY OF BERKELEY  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

1. The Contractor (and all Subcontractors) agree not to discriminate pursuant to City Ordinance No. 5876.
2. The Contractor agrees that he/she is also responsible for his/her Subcontractors' compliance with City of Berkeley Ordinance No. 5876.
3. For contracts over \$100,000, the Contractor agrees to comply with Ordinance No. 5876 as applied to the First Source Program (see Section 8 of Ordinance 5876).

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
City of Berkeley Contracts Compliance Officer  
Or his/her designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BERKELEY  
WORKFORCE COMPOSITION FORM FOR ALL CONSTRUCTION CONTRACTS**

This form is to be completed and submitted prior to the Contract Compliance Conference. The Contractor and all Subcontractors who will do work valued at \$3,000 or more are required to submit this form. Weekly payroll reports will be compared to this listing to monitor for compliance. A payroll printout or other listing of employees providing the same information will be accepted.

Name of Contractor/Subcontractor: \_\_\_\_\_

Project: \_\_\_\_\_

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

\* A=Asian or Pacific Islander    \*\*M = Male  
 AI=American Indian            \*\*F = Female  
 B=Afro American  
 C=Caucasian  
 H=Hispanic (Mexican, Puerto Rican,  
 Spanish, Cuban, Chicano, Central  
 or South American)  
 8/91

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor/Subcontractor

Verified By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City of Berkeley Contracts Compliance Officer  
 or his/her designee

**CITY OF BERKELEY  
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 Capital Projects Manager by completing the following information:

Current Subcontractor(s)	Alternate Subcontractors	Reason for Change	Date

Signed by:

Verified by:

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
City of Berkeley Contracts Compliance Officer  
Or his/her 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.

I (we) declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title(s): \_\_\_\_\_

Company: \_\_\_\_\_

**CITY OF BERKELEY**

**Oppressive States Compliance Statement for Personal Services**

The undersigned, an authorized agent of \_\_\_\_\_ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolutions:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region, the provinces of Aho, Kham, and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Description/Specification No.: \_\_\_\_\_

**ATTACHMENT D**

**CITY OF BERKELEY**  
**Sanctuary City Compliance Statement**

The undersigned, an authorized agent of \_\_\_\_\_(hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
  - i. The City's computer-network health and performance tools;
  - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

SCCO CompStmnt (Oct2019)

**CITY OF BERKELEY  
HARDWOOD DISCLOSURE FORM  
For use by vendors on contracts utilizing lumber**

1. I understand that on December 12, 1995, the City Council directed staff not to purchase lumber from companies that purchase or sell wood or paper products that come from tropical rainforests. I understand that wood species with tropical origins include, but are not limited to: Apitong, Banak, Bocote, Bubinga, Cocobolo, Cordia, Ebony, Goncalo alves, Greenheart, Iroko, Jelutang, Koa, Luauan, Mahogany, Meranti, Padauk, Purpleheart, Ramin, Rosewood, Satinwood, Teak, Virola, Wenge, and Zebrawood.

2. I am knowledgeable about the wood and paper products purchased and sold by this company.

3. This company does not currently purchase or sell wood or paper products having their origins in tropical rainforests. In addition, this company will not, for the duration of its contract with the City of Berkeley, purchase or sell wood or paper products having their origins in tropical rainforests.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

I am unable to sign this disclosure form for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIRST SOURCE CONSTRUCTION AGREEMENT**

**EXHIBIT "A"**

First Source Construction 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 City of Berkeley First Source Construction Agreement.
- III. **I choose Method One: check here \_\_\_\_\_**
  - A. Contractor understands that selecting Method One agreement with the City of Berkeley means that Contractor agrees as follows:
    - 1. To utilize the First Source Program Construction Employment Program as the first place for recruitment and referral of applicants for new and replacement workers.
    - 2. To allow the First Source Program a minimum of seventy-two (72) hours to refer applicants to Contractors. (Contractor may apply to the City of Berkeley for a waiver of the seventy-two hour requirement for an emergency situation.)
    - 3. To employ qualified applicants referred by the First Source Program.
    - 4. To fully document the reason(s) for not hiring persons referred by the First Source Program.
    - 5. To provide to the First Source Program, upon request, information on the employment status of First Source Program placements, and reason for separation if employee is terminated.
  - B. Should the First Source Program be unable to provide the employees needed, Contractor or subcontractor is relieved of its obligation to achieve the goals of the First Source Program.
    - 1. No documentation of "good Faith Effort Steps" would be required of Contractor and subcontractors
    - 2. No penalty would be assessed.
  - C. Contractor must go back to the First Source Program whenever its employment needs increase, to comply with the First Source Program.
  - D. Should Contractor or a listed subcontractor fail to comply with the First Source Program, Contractor shall be liable for liquidated damages in the amount of \$1,000 or 1% of the contract amount for each day of non-compliance. In addition, Contractor or listed subcontractor may be deemed a non-responsible bidder in connection with future City of Berkeley contracts.

**IV. I choose Method Two: check here \_\_\_\_\_**

- A. Should the contractor choose Method Two, Contractor can use any means of hiring Berkeley residents to achieve the goal. This also can include using union hiring halls requesting in writing for Berkeley residents. A copy must be sent to the First Source Program.
- B. Should Contractor or subcontractor fail to achieve the goals at any time during the course of this project, Contractor or listed subcontractor will be required to document compliance with each of the "good Faith Effort Steps" listed in the First Source Program description document.
- C. Should Contractor or a listed subcontractor fail to comply with the First Source Program, Contractor shall be liable for liquidated damages in the amount of \$1,000 or 1% of the contract amount for each day of non-compliance. In addition, Contractor or listed subcontractor may be deemed a non-responsible bidder in connection with future City of Berkeley contracts.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Owner/Authorized Representative Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Owner / Authorized Representative

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project's Community Workforce Agreement ("Agreement"), a copy 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 (or 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: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Motor Carrier Permit (CA) #: \_\_\_\_\_

## **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.

Contractor's signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

To be completed by  
Contractor/Vendor

**Form EBO-1  
CITY OF BERKELEY**



**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

**SECTION 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
 Yes  No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  
 Yes  No  
 If "Yes," continue to Question C.  
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? .....  Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? .....  Yes  No  
**If you answered "No" to both** Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)  
**If you answered "Yes" to both** Questions C and D, please continue to Question E.  
**If you answered "Yes"** to Question C and **"No"** to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .....  Yes  No  
**If you answered "Yes,"** proceed to Section 4. (You are in compliance with the EBO.)  
**If you answered "No,"** continue to Section 3.

**SECTION 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
  - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
  - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
  - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?\* .....  Yes  No

\* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

**SECTION 4. REQUIRED DOCUMENTATION**

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

**SECTION 5. CERTIFICATION**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

<b>FOR CITY OF BERKELEY USE ONLY</b>	
<input type="checkbox"/> Non-Compliant (The City may not do business with this contractor/vendor)	
<input type="checkbox"/> One-Person Contractor/Vendor	<input type="checkbox"/> Full Compliance
<input type="checkbox"/> Provisional Compliance Category, Full Compliance by Date: _____	
Staff Name <i>(Sign and Print)</i> : _____	Date: _____

**TAXPAYER IDENTIFICATION REPORT**

NAME/COMPANY'S NAME: \_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

OR

EMPLOYER IDENTIFICATION NO.: \_\_\_\_\_

My Company is a Corporation [ ]

My Company is not a Corporation [ ]

I certify that the above information is true and correct:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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.

**END OF DOCUMENT**