



INVITATION TO BID

**NOTICE TO CONTRACTORS, BID SCHEDULE, INSTRUCTIONS TO BIDDERS,
BID PROPOSAL FORMS, SPECIFICATIONS, PLANS,
AND CONTRACT DOCUMENTS**

FOR

**THE RENOVATION OF 2815 SAN DIEGO ROAD
ALAMEDA POINT**

PROJECT NO. CDSIP2815SDR

**LOCATED IN
CITY OF ALAMEDA– ALAMEDA COUNTY – CALIFORNIA**

MARCH 17, 2021

**COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF ALAMEDA
950 WEST MALL SQUARE
ALAMEDA, CA 94501**

IN ASSOCIATION WITH

**SHELTER IN PEACE, INC.
2311 BUENA VISTA AVENUE
ALAMEDA, CA 94501**

BID DOCUMENTS



CITY OF ALAMEDA COMMUNITY DEVELOPMENT DEPARTMENT
ALAMEDA, CALIFORNIA

INVITATION TO BID

RENOVATION IMPROVEMENTS for 2815 SAN DIEGO ROAD

PROJECT NO. CDSIP-2815SDR

NOTICE TO CONTRACTORS

This Invitation is for Sealed Bid Proposals to be submitted by eligible contractors to the City of Alameda for the renovation of 2815 San Diego Road.

Project Description

The Project is located at 2815 San Diego Road within the Alameda Point Residential District. The Project involves the renovation of an existing single-story, wood frame, four-bedroom, two-bath, approximately 1,980 square foot single family residence. No changes to the existing building footprint or change in use. The general scope of work consists of, but is not limited to, minor demolition, rough carpentry, finish carpentry, cabinet restoration, countertop installation, thermal and moisture protection, interior and exterior door installation and hardware, stucco and wall board repair, ceramic tilework and flooring installation, interior and exterior painting, installation of plumbing fixtures and kitchen appliances, general electrical and mechanical involving replacement of light fixtures, outlets and switches, and the replacement of the existing heating and water heater units. Additional concrete driveway and sidewalk repair are scheduled as alternates. Please also see Engineer/Architects Plans, Specifications, Base Bid and Alternate Bid Schedule. The Engineer's Estimate for the base bid for this Project is between \$175,000 and \$200,000. The estimated construction term is two months.

The Project is to be carried out in accordance with this Invitation to bid, compliance with Davis-Bacon and Related Acts, terms and conditions of the bid documents, official plans and specifications, and contract for construction. All of these documents including, this Notice and Instructions, specifications and official plans for construction may be obtained at no cost from the following City of Alameda website:

<https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts/Invitation-to-Bid-2815-San-Diego-Road-Alameda-Point-Renovation-Improvements>

Bids shall be accompanied by a bid guarantee in the form of a money order, cashier's check, certified check or bank draft payable to the Sponsor, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid. No bid may be withdrawn for a period of thirty (30) days after bid opening.

All bidders will be required to certify that they are not on the federal Consolidated List of Debarred, Suspended and Negligible Contractors. All bidders are required to be Public Works Contractors registered with the California Department of Industrial Relations. The contract documents required to accompany all bids (Certifications, bid bond, form of bid, etc.) shall be included along with the Bidder's Sealed Bid Proposal per the Instructions to Bidders that follows.

All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon

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Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations (published with bid documents).

Contracts awarded under these contract documents in excess of \$150,000 shall be required to post a performance bond or equivalent security and a Payment bond for contracts over \$25,000. The successful bidder will be required to furnish evidence of Worker's Compensation and Liability Insurance in the favor and amount as required by these contract documents.

The successful bidder will be required to comply with all nondiscrimination laws and regulations pursuant to the provisions of these contract documents. The City of Alameda reserves the right to postpone, accept or reject any and all bids as the City of Alameda deems in its own best interest, subject to the terms and provisions of the contract documents.

For bids to be considered responsible contractors must also attend a mandatory pre-bid meeting. The scheduled mandatory pre-bid meeting will be held at the Project job site. Contractors who signed-in at the mandatory pre-bid meeting may submit follow-up questions regarding the bid documents by email to:

Douglas Cole, PM, Community Development Department

dcole@alamedaca.gov

with copies to:

Vincent Wu, PE, Baseline Design, Inc.

vince@baselinealameda.com

and

Babette Jee, Architect

bjee@earthlink.net

Bids must be presented to the City of Alameda Community Development Department, City Hall West, 950 West Mall Square, Suite 205, Alameda, CA 94501, in a sealed envelope plainly marked on the outside as follows:

"CITY OF ALAMEDA - SEALED BID FOR 2815 SAN DIEGO ROAD, PROJECT NO. CDSIP-2815SDR".

Properly marked bids will be time and date stamped until the Bid Submittal Deadline. The Bid Opening will be held outside, in front of the first floor lobby entrance to City Hall West, located on the front steps at 950 West Mall Square immediately following the Bid Submittal Deadline. All Contractors in attendance must adhere to current City of Alameda COVID-19 protocols which currently requires wearing a mask and maintaining six foot social distancing standards. All Contractors that submitted a Sealed Bid by the Bid Due Date will receive a copy of the tabulated Bid Summary and notation of the apparent lowest responsible bidder. A copy of the Bid Summary for the Project will also be placed on the City's website referenced above.

BID SCHEDULE

- Mandatory Pre-Bid Meeting to be held at Project Site – 10:00 a.m. on Wednesday, March 24, 2021
- Deadline to submit questions regarding bid documents by email – 5:00 p.m. on Monday, March 29, 2021
- Deadline to deliver sealed bid proposals, certifications and bid bond – 2:00 p.m. on Tuesday, April 13, 2021
- Commencement of Bid Opening – 2:01 p.m. on Tuesday, April 13, 2021
- Notice of Award of Contract (within 5-days of Bid Opening) on or by Tuesday, April 20, 2021.

- Following Notice of Award of Contract, successful bidder will have ten days to execute Construction Services Agreement and post required Performance and Payment Bonds and furnish evidence of Worker's Compensation and Liability Insurance, **on or by Friday, April 30, 2021.**

INSTRUCTIONS TO BIDDERS

- A. **INSPECTION OF PLANS:** Bidders may obtain copies of the plans and specifications and addenda from the City of Alameda website, (<https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>). There is no cost for the plans, specifications or addenda. All bidders must obtain a complete set of plans and specifications and be present and sign in at the mandatory Pre-Bid Meeting to be considered responsive and to receive addenda notifications.
- B. **ELIGIBILITY:** All bidders must be Contractors holding a valid license to perform the required work as provided by the Business and Professions Code, and may be required to submit evidence to the City as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal.
- C. **PROPOSAL GUARANTY:** All bids must be submitted on the Proposal Form included in this Bid Packet and shall be accompanied by a Proposal Guaranty of at least five percent (5%) of the base bid. Guaranties shall be in the form of cash, a certified or cashier's check or Bid Bond payable to the City of Alameda. Failure of the successful bidder to execute and return the contract, or to file acceptable bonds, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the Proposal Guaranty.
- D. **BIDS AND BID OPENING:** Only the total bid amount will be read at the bid opening and not specific items unless requested, in writing, at the time of the submission of proposals. Bidders will be at liberty to inspect and review bids at the Community Development Department, to which they will be removed for the purpose of checking after opening and reading of totals. Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.
- E. **ADDENDUM:** Every interpretation of the specifications, changes, additions or corrections will be readily available via the City of Alameda website noted above in the Notice to Contractors, in the form of an addendum to the contract documents, and when issued will be on file at the Community Development Department at least one (1) working day before bids are opened. In addition, it will be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.
- F. **TIME LIMIT AND LIQUIDATED DAMAGES:** The Contractor shall commence work on or before the tenth (10th) working day following date of mailing of written notification by the Community Development Department that the contract has been awarded. During this ten-(10) working day interval, the necessary contract documents which were not signed shall be executed by the Contractor and returned to the Community Development Department.
1. All work shall be completed within forty-two (42) working days (currently projected for the months of May and June) from Notice to Proceed (tentatively scheduled to be issued by **May 3, 2021**).
 2. The Contractor shall pay to the City the sum of **\$50.00** per each and every calendar days' delay in completing the work in excess of the number of working days specified above. It is understood that additional crews may be needed to complete the work within the timeline specified.
- G. **FUNDING, LEGAL RELATIONS AND RESPONSIBILITY:** HUD Community Development Block Grant (CDBG)

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Entitlement Funds will be used to pay for the renovation through a Sub-Grantee Award and Memorandum of Understanding by and between the City of Alameda and Shelter in Peace, Inc. ("SIP"). SIP is a 501(c) 3 affordable housing support services provider. Because the property is owned by the City, the Project is considered a "Public Works" Project, and while the Community Development Department is providing technical assistance, SIP as sub-grantee, will lease the Property and execute the Contract for Construction by and between SIP and the successful Bidder/Contractor selected through the Invitation to Bid process.

- H. SPECIFICATIONS: Attention is directed to the correlation of the specifications with the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans), dated 2010 and any amendments, as to materials, methods and workmanship.
- I. CONTRACT BOND REQUIREMENTS: The City of Alameda reserves the right to reject any or all bids and the right to waive any irregularities. The provisions of Public Contract Code 22300, regarding substitution of securities for monies withheld to ensure performance shall apply to this contract. All corporate sureties must be acceptable and satisfactory to CITY. Corporate sureties on all bonds required under this Contract must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-VII or better.
1. Bid Bond: A Bid Bond in the amount of five percent (5%) of the total bid amount payable to the City of Alameda shall accompany the Bid Proposal.
- The Contractor whose bid is accepted shall furnish within five (5) working days of notice of award, the following bonds to the City (at no expense to City or SIP), executed by a responsible surety in a form acceptable to the City:
2. Performance Bond: The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
 3. Labor and Materials Bond: The Labor and Materials Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
- J. INSURANCE REQUIREMENTS: All contractors and subcontractors wishing to work on a City-funded project shall meet the following insurance requirements. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior City approval.
1. General and Automobile Liability – Contractors shall have combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate of General Liability and Two Million Dollars (\$2,000,000) per occurrence of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include the following seven (7) items:
 - a. Extension of coverage to Shelter in Peace, Inc. and the City, their officers, employees and agents, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that Shelter in Peace, Inc. and the City of Alameda have been added as an additional insureds on the policy, must be attached to the certificate of insurance.
 - b. A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to Shelter in Peace, Inc. and the City of Alameda.

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- c. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with SIP or the City.
 - d. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity or hold harmless provisions included in this Agreement.
 - e. A Cross Liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each.
 - f. Broad form Property Damage Endorsement.
 - g. Policy shall apply on an "occurrence" basis.
2. Workers' Compensation - In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance or this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by SIP or the City.
- K. PUBLIC WORKS CONTRACT REQUIREMENTS - All bidders are to be registered as a Public Works Contractor with the State of California Department of Industrial Relations. A registration number shall be provided with the bid documents included in this bid packet.
- L. COMPLETENESS OF BID: Bidders should take care to complete all details in a legible manner in the bid documents. Failure to do so may be cause for rejection of the bid.
- M. EMPLOYEES AND NON-DISCRIMINATION: See Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.
- N. ENVIRONMENTAL CONTROL: The Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract
- O. APPRENTICESHIP: See Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5), or
3. When the trade can show that it is replacing at least 1/30th of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, Standards and its branch office.

- P. PREVAILING WAGES: The labor laws that apply to HUD-CDBG funded construction work include the following:
1. Labor Standards Provisions – This is a federally-assisted project and Davis-Bacon and Related Acts (DBRA - 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) requirements apply and will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. All bidders are to be registered as a Public Works Contractor with the State of California Department of Industrial Relations. A registration number shall be provided with the bid documents included in this bid packet. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations. Contractors, including all subcontractors and apprentices, must be eligible to participate. Current Federal Wage Determination under Davis-Bacon Act WD # CA20210019 for residential construction in Alameda County can be found [here](#). Current State of California Prevailing Wage Determinations for residential construction in Alameda County can be found [here](#), and are also incorporated herein under the Construction Services Agreement, Attachment C1 and C2 respectively.
 2. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
 3. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation). The Davis Bacon Act requires that workers receive overtime compensation for hours they have worked in excess of 40 hours in one week, regardless of contract amount.
 4. Section 3 Economic Opportunities (24 CFR 135.3) - Section 3 is a provision of the Housing and Urban Development Act of 1968. It is intended to ensure that when employment or contracting opportunities generated from federally-funded projects necessitates the employment of additional persons, or when contract work is awarded, preference must be given to low and very low-income persons or business concerns residing or doing business in the community where the project is located.
 5. Equal Employment Opportunity - Contracts over \$10,000 are subject to Executive Order 11246 which prohibits employment discrimination by Federal contractors and subcontractors and federally assisted construction contractors and subcontractors. Contractors with 50 or more employees and contracts over \$50,000 require

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the submission of a SF100 form (EEO-1)

- Q. DEBARMENT OR SUSPENSION: The Contractor shall not perform work with any Subcontractor that has been debarred or suspended pursuant to the California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.
- R. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION AND COMPLIANCE: Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://www.dir.ca.gov/public-works/contractor-registration.html>. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d). Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>
- S. COMPLIANCE MONITORING AND POSTING JOB SITES: This Project is subject to compliance monitoring and enforcement by the DIR and a Davis Bacon Wage Monitor paid for by the Owner. The Contractor shall post job site notices, as prescribed by regulation and be in full compliance with prevailing wage requirements and reporting.
- T. JOB SITE COMPLIANCE WITH COVID-19 SAFETY MEASURES AND PROTOCOLS AND POSTING REQUIREMENTS: This Project is also subject to compliance with following key prevention practices recommended by Cal OSHA, the CDC and CDPH for the construction industry which include but are not limited to physical distancing to the maximum extent possible, use of face coverings by workers (where respiratory protection is not required) and customers/clients, frequent handwashing and regular cleaning and disinfection, and training workers on these and other elements of the COVID-19 prevention plan.
- U. BID PROPOSAL SUBMITTAL: The Sections that follow, the Bid Form Checklist, Proposal, Bid Bond, Certifications, Questionnaires, and signed Disclosures are all required to be reviewed and completed by the Contractor/Bidder and included in the Contractor/Bidder's Sealed Bid Submittal.
- V. Contract Documents: The Contractor/Bidder are required to attend the Mandatory Pre-Bid Meeting and to have reviewed the attached Project Specifications and Plans. A copy of the Construction Services Agreement is also provided as an attachment.

As noted previously, this Project is to be carried out in accordance with this Invitation to bid, compliance with Davis-Bacon and Related Acts, terms and conditions of the bid documents, official plans and specifications, and contract for construction. All of these documents including, this Notice and Instructions, specifications and official plans for construction may be obtained at no cost from the following City of Alameda website:

<https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts/Invitation-to-Bid-2815-San-Diego-Road-Alameda-Point-Renovation-Improvements>

Thank you for your interest.

BID FORM CHECKLIST
TO BE INCLUDED IN BID SUBMITTAL

1. _____ BID FORM CHECKLIST
2. _____ PROPOSAL
3. _____ BASE BID & ALTERNATE BID SCHEDULE
4. _____ PROPOSAL GUARANTY BID BOND
5. _____ CONTRACTOR'S LICENSE CERTIFICATION
6. _____ BIDDER QUESTIONNAIRE
7. _____ DESIGNATION OF SUBCONTRACTORS
8. _____ BIDDER'S CERTIFICATION
9. _____ NONLOBBYING CERTIFICATION
10. _____ DISCLOSURE OF LOBBYING ACTIVITIES
11. _____ CONTRACTOR'S / SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS
12. _____ CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY
13. _____ CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
14. _____ BIDDER DEBARMENT AND SUSPENSION CERTIFICATION
15. _____ SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

LIST OF FOLLOW-UP SUBMITTALS FOR SUCESSFUL BIDDER

<u>Item</u>	<u>Due Date / Frequency</u>	<u>Reference</u>
1. CONTRACTOR AGREEMENT	Within 10 days of award	TBD
2. CONTRACT BONDS	Within 10 days of award	TBD
3. INSURANCE	Within 10 days of award	---
4. SECTION 3 CERTIFICATION	Within 10 days of award	TBD
5. EMERGENCY FORM	Preconstruction meeting	TBD
6. TRAFFIC CONTROL PLAN	Preconstruction Meeting	---
7. PEDESTRIAN HANDLING PLAN	Preconstruction Meeting	---
8. HAULING APPLICATION	Preconstruction Meeting	TBD
9. PEST MANAGEMENT	Preconstruction Meeting	TBD
10. CERTIFIED PAYROLL	Submitted Weekly	---

CITY OF ALAMEDA
2815 SAN DIEGO ROAD RENOVATION IMPROVEMENTS

PROPOSAL

TO THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF ALAMEDA
ALAMEDA, CALIFORNIA

FOR: 2815 SAN DIEGO ROAD RENOVATION IMPROVEMENTS

(See 'NOTICE TO CONTRACTORS', page 2, for a more detailed Project Description.)

Name of Bidder_____

Business Address_____

Place of Residence_____

TO THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF ALAMEDA:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporations; has carefully examined the location of the proposed work, plans and specifications; and proposes and agrees, if this proposal is accepted, will contract with Agency to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in this contract in the manner and time prescribed, and according to the requirements of the Engineer as therein set forth; and will take in full payment therefor an amount based on the unit prices specified herein below for the various items of work,

The total value of said work as estimated herein being:

\$_____

And the following being the unit prices bid to-wit:

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BASE BID & ALTERNATE BID SCHEDULE

ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
DIVISION 01 GENERAL REQUIREMENTS						
1	Mobilization (2.5% of Base Bid)			1	LS	
2	Covid-19 Requirements			1	LS	
3	Traffic Control			1	LS	
4	Demobilization			1	LS	
5	Provide an Allowance of \$7,000 for Door Repair and Replacement					
6	Provide an Allowance of \$150 for Interior Fixtures and Lamps			12	EA	
7	Provide an Allowance of \$175 for Exterior Fixtures and Lamps			5	EA	
DIVISION 02 EXISTING REQUIREMENTS DEMOLITION						
8	Remove 4x10 Beams @ Carport including Shoring			3	EA	
9	Misc. Deck Demolition, Site Clearing and other improvements			1	EA	
10	Remove Existing Carpet & Pad			1,310	SF	
11	Remove Existing Sheet Vinyl			275	SF	
12	Remove Existing Ceramic Tile			31	SF	
13	Demo Existing Stucco Where Shown			204	SF	
DIVISION 03 CONCRETE						
14	Concrete Deck Footings			2	EA	

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ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
DIVISION 06 WOOD, PLASTICS AND COMPOSITES						
15	New Roof Beams @ Carport with CCQ Caps	06-10-00		3	EA	
16	Repair 4x10 Outriggers			5	EA	
17	Framing for Bedroom Closet Doors (Repair 4x8 Headers for Closets)			4	EA	
18	Support for Rear Deck & Railing			40	SF	
19	Rear Exterior Decking	06-20-00		106	SF	
20	Rear Exterior Deck Railing			34	LF	
21	Repair Walls and Ceiling Cracks			1	LF	
22	Refinish existing worn areas of Wood Doors and Drawers	06-41-16				
23	New Kitchen Countertops			72	SF	
DIVISION 07 THERMAL AND MOISTURE PROTECTION						
24	Insulate open exterior framing	07-21-00		94	SF	
25	Install missing gutter(s)	07-62-00		68	LF	
26	Install (N) Downspouts at (N) Gutter			70		
27	Exterior Joint Sealants	07-92-00				
DIVISION 08 OPENINGS						
28	Keep existing metal bi-fold doors (See Door Schedule for Salvage and Repair). Remove and salvage doors and sliding track hardware for reuse & repair at existing openings.	08-11-00		16	HRS	
29	Re-glaze broken glazing in Aluminum Patio Doors			20	SF	

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ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
DIVISION 08 OPENINGS (Continued from previous page)						
30	All existing Exterior Doors to receive Screens	08-11-66		3	EA	
31	Replace Existing interior and exterior doors & repair as noted in Door Schedule (See Allowance)	08-14-00				
32	New Wood Sliding Doors at (4) designated Closets (incl. gypsum board, pre-hung doors, & trim)			4	EA	
33	All Existing Windows to Receive New Screens	08-51-66		10	EA	
34	All new lever lockset hardware throughout	08-71-00		13	EA	
35	All new Entry locks			3	EA	
36	New Deadbolts			4	EA	
DIVISION 09 FINISHES						
37	Repair Exterior Stucco at Bottom Edge of Exterior Wall Perimeter (Extend lath and install metal edge bead and new Stucco)	09-24-23		408	SF	
38	New Infill Framing at Former Patio Door and Fireplace			162	SF	
39	Replace 16 Vents (6"x15-1/4")			16	EA	
40	New Gypsum at Old Fireplace Infill Including Exterior Stucco	09-29-00		96	SF	
41	Resilient Plank Flooring	09-65-00		1,584	SF	
42	Base Board			542	SF	
43	Ceramic Tile at (2) Bathrooms Incl. New Sub Floor, Durarock Base, Thinset Install			32	SF	
44	4" Vinyl Topset Cove Base in Kitchen, Laundry & Utility Room	09-65-13		93	LF	
45	Interior Painting	09-90-00		5,654	SF	
46	Exterior Paint for House and Carport			2,800	SF	

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RENOVATION IMPORVEMENTS

ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
DIVISION 10 SPECIALTIES						
47	Medicine Cabinet	10-28-16		2	EA	
48	Towel Bars			4	EA	
49	Toilet Paper Dispenser			2	EA	
50	Existing Shower Door to Remain					
51	New Shower Curtain Rod			1	EA	
52	Robe Hooks			4	EA	
DIVISION 11 EQUIPMENT						
53	Range Hood	11-30-13		1	EA	
54	Refrigerator			1	EA	
55	Garbage Disposer			1	EA	
56	Washer & Dryer			1	SET	
DIVISION 22 PLUMBING						
<i>Note: Check Fixtures/Fittings after Water is Turned On</i>						
58	Replace Existing Water Heater with New 40 Gal/Energy Efficient Unit. Insulate Pipes as Required by Code.	22-34-30		1	EA	
59	Check Fixtures/Fittings after Water is Turned On					
60	Replace Existing Toilets			2	EA	
61	New Lavatory Faucets			2	EA	
62	Existing Shower Pan to Remain					
63	Existing Shower Door to Remain					

INVITATION TO BID - 2815 SAN DIEGO ROAD
RENOVATION IMPORVEMENTS

ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
DIVISION 22 PLUMBING (Continued from previous page)						
64	New Showerhead Fitting			1	EA	
65	New Tub Showerhead Fittings			1	EA	
DIVISION 23 HEATING, VENTILATION AND AIR CONDITIONING (HVAC)						
66	Replace Existing 63,000BTU Downflow Furnace with New Energy Efficient Mode Using Existing Duct Work.	23-00-00		1	EA	
67	Test System and Provide a Report that the Unit is Operationally Complete and Safe.			1	EA	
68	Install New Bathroom Exhaust Fan with Humidity Sensor / Timer at Existing Location with Existing Ducts to Roof (Coordinate with Electrical)	23-34-00		2	EA	
DIVISION 26 ELECTRICAL						
<i>Note: Electrician to Verify Outlets for Residential Equipment is Adequate and to Code.</i>						
69	Provide and Install New Smoke/CO2 Detectors Where Required by Code, Hardwired with Battery Backup.	26-00-00		3	EA	
70	Electrical Hookup of Kitchen Hood			3	HRS	
71	Electrician to Supply and Wire Bathroom Exhaust Fans with Accessory Controls.			4	HRS	
72	Replace 12 Existing Interior Light Fixtures (Locations to Remain the Same with Existing Switching)			12	EA	
73	Replace 5 Existing Exterior Light Fixtures (Locations to Remain the Same with Existing Switching)			5	EA	
74	Interior Light Fixtures and Lamps (See Allowance)					
75	Exterior Light Fixtures and Lamps (See Allowance)					
TOTAL BASE BID: ITEMS 1 THROUGH 75 INCLUSIVE (IN WORDS):						

INVITATION TO BID - 2815 SAN DIEGO ROAD
RENOVATION IMPORVEMENTS

ITEM	DESCRIPTION	SPEC. REF.	UNIT COST	QTY.	UNIT	AMOUNT
BID ALTERNATE #1						
DIVISION 09 FINISHES						
76	New Carpet in Bedrooms and Living Room Instead of Resilient Flooring	09-68-16		1,014	SF	
77	New Resilient Flooring Instead of New Carpet in Bedrooms and Living Room Instead of New Carpet			- 1,014	SF	
BID ALTERNATE #2						
DIVISION 09 FINISHES						
78	New Ceramic Surround at Shower Requiring Surface Prep to Accept Ceramic Tile Finish	09-30-13		82	SF	
79	New Ceramic Tile Surround at Bath Requiring Surface Prep to Accept Ceramic Tile Finish			55	SF	
BID ALTERNATE #3						
DIVISION 02 EXISTING REQUIREMENTS DEMOLITION						
80	Demo & Remove Existing Driveway Ramp (12'x6")	02-41-00		192	SF	
DIVISION 03 CONCRETE						
81	Concrete Driveway Slab - 5' W/#4 @ 12" o.c. over gravel	03-00-00		192	SF	
BID ALTERNATE #4						
DIVISION 02 EXISTING REQUIREMENTS DEMOLITION						
82	Demo & Remove Existing Concrete Sidewalk and Curb Ramp (12'x5' + 12'x6')	02-41-00		132	SF	
DIVISION 03 CONCRETE						
83	(N) Concrete Driveway Slab - 5" w/#4@12" o.c. over gravel (12'x5')	03-00-00		60	SF	
84	(N) Concrete Sidewalk (12'x6')			72	SF	

CITY OF ALAMEDA
2815 SAN DIEGO ROAD RENOVATION IMPROVEMENTS
BASE BID & ALTERNATE BID PROPOSAL

TOTAL BASE BID AND ALTERNATE BIDS	TOTAL BID AMOUNTS IN WORDS
TOTAL BASE BID: ITEMS 1 THROUGH 75 INCLUSIVE (IN WORDS):	
TOTAL ADD ALTERNATE BID #1: ITEMS 76 THROUGH 77 INCLUSIVE (IN WORDS):	
TOTAL ADD ALTERNATE BID #2: ITEMS 78 THROUGH 79 INCLUSIVE (IN WORDS):	
TOTAL ADD ALTERNATE BID #3: ITEMS 80 THROUGH 81 INCLUSIVE (IN WORDS):	
TOTAL ADD ALTERNATE BID #4: ITEMS 82 THROUGH 84 INCLUSIVE (IN WORDS):	

BIDDER'S NAME:

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the extended total "Amount" column must be identical to the Base Bid price.

ALTERNATE BID ITEMS

If and when Alternate bid items are called for in the Contract Documents, the lowest responsive bid will be determined on the basis of a total lump sum, equal to the sum of the Base Bid Schedule work only, unless otherwise provided in the Notice Inviting Bids. (Note: Bid Alternates will NOT be part of the determination of lowest responsive bids.)

City may elect to include one or more of the Alternate bid items in the Project scope of work. Accordingly, the City reserves the right to hold the Awarded Contractor to its Bid Alternate bids for no less than 60 days from the award of Contract, and each bidder must ensure that each bid item (Base Bid or Alternate) is balanced and contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

The time required for completion of the Alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items.

END BID PROPOSAL

The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible, responsive bidder based on the Total Base Bid amount alone. (Note: Bid Alternates will not be part of the determination of lowest responsive bids.)

In case of discrepancy between prices and totals, the unit prices shall prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the City to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid with surety satisfactory to the Community Development Director within three (3) working days of notice of award, the Community Development Director may, at his/her option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City.

It is hereby agreed that the undersigned, as bidder, shall furnish a faithful performance bond of the total amount of this proposal and a labor and materials bond in the amount of one hundred percent (100%) of the total amount of this proposal to the City and Agency, and at no expense to said City or Agency, in the event that this proposal is accepted by the City and Agency.

SUBCONTRACTS

The following "Specialty Item" of work is hereby exempted from percentage requirements of work performed by the Contractor's own organization and workmen under his immediate supervision:

NONE

PROPOSAL GUARANTY BID BOND

Accompanying this proposal is _____

(Notice: Insert the words "Cash (\$__)", "Cashier's Check", "Certified Check," or "Bidder's Bond.") in amount equal to at least ten (10) percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

ADDENDA: This Proposal is submitted with respect to the changes to the contract included in addenda number(s)

(Fill in any addenda numbers if addenda have been received.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign Here: _____

Signature of Bidder

Business address: _____

Business phone no. _____

Place of business: _____

Place of residence: _____

CONTRACTOR'S LICENSE CERTIFICATION

Section 7028.15 of the Business and Professions Code provides that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within the state without having a license therefor except in certain cases. Therefore you must sign **one** of the following two statements:

1. I am familiar with the provisions of Section 7028.15 of the California Business and Professions Code and in my opinion the following exceptions contained within the Code section apply:

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

Executed this _____ day of _____, 20____, at _____, California.

(Signature)

2. I am a licensed Contractor possessing the following license, _____, the number of which is _____, the license expiration date is _____.

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

Executed this _____ day of _____, 20____, at _____, California.

(Signature)

ANY BID NOT CONTAINING THE FOREGOING INFORMATION, OR A BID CONTAINING INFORMATION WHICH IS SUBSEQUENTLY PROVEN FALSE, MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED BY THE PUBLIC AGENCY.

BIDDER QUESTIONNAIRE

Bidder's Name: _____

Address: _____

City, State, Zip: _____

Telephone #: _____

Email Address: _____

Number of years engaged in the contracting business under present business name: _____

List the last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amount	Location	For Whom Performed

Bidder is Public Works Contractor (PWC) registered with the California Department of Industrial Relations (DIR) in accordance with SB 854.

DIR number: _____

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor’s total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor’s total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g. Electrical)	Percentage of Total Bid (e.g. 10%) ¹

¹ The percentage of the total Bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Alameda**

950 West Mall Square, Suite 205 Alameda, CA 94501

(510) 747-6884

BIDDERS CERTIFICATION

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her. Bidder further certifies that the proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of project or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Alameda, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Date

Bidder

By _____

Title

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:

- a. initial
 b. material change

For Material Change Only

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime Sub awardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:

6. Federal Department/Agency:

Congressional District, if known _____

7. Federal Program Name/Description:

Congressional District, if known _____

8. Federal Action Number, if known:

9. Award Amount, if known:

CFDA Number, if applicable _____

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(Attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Authorized For Local Rev/ 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN
ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR
STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Community Development Block
Grant – City of Alameda
Davis Bacon and Related Acts (DBRA) Compliance**

Project Name: _____ Project Number: _____

1. The undersigned, having executed a contract with _____
(Agency Name)
for _____ in the amount of \$ _____
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract for Construction (HUD form 4010) are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.

- (a) The workers will report for duty on or about ____ (Date)

3. The undersigned certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):

- A Single Proprietorship A Partnership
 A Corporation Organized in the State Other - Describe: _____

Signature

Date

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Alameda
Section 3 Compliance**

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

Section 3 Fact Sheet

Section 3 is a provision of the Housing and Urban Development Act of 1968 intended to ensure that the expenditure of certain federal funds, such as Community Development Block Grant, are used to give contracting and employment opportunities to low-income persons or businesses.

Section 3 Businesses Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents (see below for definition);
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract 25%, or higher, of the contract amount to subcontractors that are Section 3 businesses as described above.

Businesses concerns seeking to receive Section 3 preference shall submit a *Certification for Business Concerns Seeking Section 3 Preference*, provided in bid packet, and submit evidence verifying that they meet the definitions provided above. A Section 3 business concern shall have the ability and capacity to perform successfully under the terms and conditions of the proposed contract.

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in Alameda, in which the Section 3 covered assistance is expended, and whose income do not exceed the local HUD income limits set forth for low- or very low-income households, below.

Maximum Income for Various Income Categories 2014

Area Median Income = \$72,800

Category	% of Median	Family Size*							
		1	2	3	4	5	6	7	8
Median	100%	72,800							
Very Low	0 - 30%	15,900	18,200	20,450	22,700	24,550	26,350	28,150	30,000
Low	31 - 50%	26,500	30,300	34,100	37,850	40,900	43,950	46,950	50,000
Moderate	51%-80%	42,400	48,450	54,500	60,550	65,400	70,250	75,100	79,950

(rounded to nearest \$50.00)

**NOTE: Family size adjustments in each category are based on the percentages below, with family of 4 as the base*

Number of persons:	1	2	3	4	5	6	7	8
Adjustment:	70%	80%	90%	Base	108%	116%	124%	132%

For families above 8 add 8% to the adjustment, for example for a family of 9 the adjustment is 140% (132% + 8%)

New Hires

Section 3 also requires that any new employment opportunities generated by the Section 3-covered project be directed toward low-income Section 3 residents as defined above.

**CERTIFICATION BY PROPOSED CONTRACTOR/SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Address of Bidder (include zip code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause

YES NO

2. Compliance Reports were required to be filed in connection with such contract or subcontract.

YES NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES NO NOT REQUIRED

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

Name and Title of Signer (please type)

Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Subcontractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Authorized Representative

Name (typed)

Signature

Title

Date

Name of Company

Project Name

BIDDER SHALL SUBMIT A SIGNED "SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION" NO LATER THAN 4:00 P.M. ON THE 4TH BUSINESS DAY AFTER BID OPENING FOR EACH SUBCONTRACTOR LISTED IN THE BID. FAILURE TO SUBMIT SUBCONTRACTOR CERTIFICATION MAY DEEM A BID NON- RESPONSIVE.

Notes: The certification of this provision is a material representation of fact upon which reliance was place. Providing false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.

CONSTRUCTION SERVICES CONTRACT

This Agreement for construction, hereinafter referred to as "Contract" is made and entered into this ____ day of April, 2021, by and between:

hereinafter referred to as "Contractor",

and

Shelter in Peace, Inc., a California 501(c)(3) non-profit,
hereinafter referred to as "Agency",

1. GENERAL PROVISIONS

1.01 Purposes of Contract.

Agency leases/owns the land and the building(s) located in Alameda, California (hereinafter referred to as the "Property"). Agency has executed a Memorandum of Understanding (regarding CDBG grant agreement) with the City of Alameda ("City") through the City's Community Development Block Grant program ("City CDBG") for the rehabilitation of the Property as such rehabilitation is further defined in Exhibit A of this Agreement ("Scope of Work") attached and incorporated herein by this reference ("Project"). The purpose of this Contract is to obligate Contractor to complete the Project utilizing City CDBG grant funds, in accordance with the requirements of the City CDBG program.

1.02 Contract Amount.

Contractor shall be paid the amount not to exceed for the performance of the Contract. The Contract Amount is determined by the bid made by Contractor dated, and accepted by Agency on, (hereinafter referred to as "Contractor's Bid and Proposal"). The Contract Amount shall be paid to Contractor pursuant to Section 1.06 of this Contract entitled "Method of Payment". If, upon completion of the Scope of Work, there remain any unspent City CDBG funds, the amount of this Contract shall be reduced accordingly and the City, in its sole discretion, may use the funds for any purpose.

1.03 Statement of Work.

Contractor shall furnish all labor, materials, supplies, machinery, equipment and services and shall perform and complete in a satisfactory and workmanlike manner rehabilitation work on the Property as described in the Contractor's Bid and Proposal. Contractor shall supervise and direct the work and shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Work under Contract. All materials shall be new, unless otherwise specified, and of good quality. All subcontractors and workers shall be skilled in their trades.

1.04 Notice to Proceed and Time for Completion of Work.

A. A written Notice to Proceed must be received by Contractor from City CDBG prior to commencement of any work on the Property. If such Notice is not issued within 90 days from the date this contract is executed, Contractor has the option of withdrawing his/her Contract and Bid and Proposal, unless a written time extension is agreed to in accordance with Section 1.07 below. Work under this Contract shall commence within ten calendar days after the date the Notice to Proceed is issued and shall be completed within calendar days after the date the Notice to Proceed is issued ("Contract Time").

B. In agreeing to complete the Project within the Contract Time, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incident to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes, omissions, or otherwise.

C. Contractor shall be excused for any delay in completion of the Contract caused by acts of Nature, acts of Agency or Agency's Agent, acts of public utilities, public bodies or inspectors, extra work, failure of Agency to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor, except for ordinary delays specified in Section (B) above; provided, however, that contractor promptly (within two days) notifies Agency and City CDBG, in writing, of the cause of the delay. If Agency and City CDBG determine the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time lost due to such excusable delay.

D. If completion of the Project is delayed beyond the completion date and some, or all of the delays are not excusable, the parties agree that Contractor shall reimburse Agency for Agency's actual damages for each day of delay which is not excusable.

E. Time is of the essence in this Contract.

1.05 Contract Documents.

This Contract shall consist of the general terms, conditions, references and Exhibits contained herein and the following documents ("Contract Documents"):

1. Contractor's Bid and Proposal;
2. Work write-ups; standard specifications; any applicable plans and drawings prepared or furnished by Agency; and
3. All modification and addenda included in or attached to these documents prior to the execution of this Contract.

1.06 Method of Payment.

A. Any request for payment, claim, or any other documentation submitted for the purpose of issuance of any payment, transfer or allocation of funds under this contract, or upon written request for payment submitted by Contractor to Agency, shall be based on the progress of work and materials satisfactorily installed and in place at the time of the request for payment, as verified by Agency and the City CDBG inspector. Agency shall make, or cause to be made, progress payments to Contractor upon satisfaction of the following three (3) conditions:

1. Agency receives written authorization and approval of City CDBG staff.
2. Contractor submits "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to Contractor covered by the payment requested.
2. Contractor submits all required Davis-Bacon and Related Acts ("DBRA") documentation, certified and approved pursuant to Federal Labor Standards Provisions HUD Form-4010, attached hereto as Exhibit "B" and incorporated herein by this reference as though set forth in full.

B. Contractor may receive up to progress payments, plus a final five percent (5%) retention payment. Such payments shall at no time represent more than ninety percent (95%) of the value of the work performed. DBRA documentation and Conditional Labor and Material Releases from all subcontractors supplying labor or materials to Contractor must accompany each request for payment.

C. Final progress payment and payment of retention shall be made according to the procedures in Section 4 below.

1.07 Changes.

The Agency, with the prior approval of City CDBG, may change the Scope of Work herein or required by the Contract Documents by adding or deleting work or materials, and the Contractor shall perform the work under this Contract thus modified. The Contract Amount and Contract Time shall be equitably adjusted. No changes, additions, or deletions to the specifications for the work to be completed under this Contract, or Contract Amount or Contract Time, shall be made without first obtaining a written change order, signed by Agency, the City CDBG and Contractor. Each change order shall include a detailed description of the labor and/or materials to be added or deleted, and shall state any changes to the Contract Amount or Contract Time.

1.08 Indemnification.

Contractor agrees to investigate, defend, indemnify and hold harmless Agency and the City, their officers, employees and agents from any damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action which the Agency and City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Contract.

1.09 Conflict of Interest.

The parties to this Contract state that no present or former member or officer of the Agency or City CDBG staff, and no employee of the Agency or City CDBG who formulates policy or influences decisions with respect to Agency or City CDBG had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10 Termination.

A. Agency may, due to Contractor's failure to perform any of the terms of this Contract, terminate this Contract at any time by written notice to Contractor, provided Agency has given Contractor prior notice of the conditions causing the breach of the Contract and has given Contractor a reasonable opportunity to correct the breach. Such termination shall be effective in the manner and upon the date specified in such notice and shall be without prejudice to any claims which Agency may have against Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this Contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts insofar as such orders and/or subcontracts are chargeable to this Contract.

B. Upon Agency's termination of this Contract for breach of the Contract by Contractor, the Contract price shall be reduced by the amount of any and all claims which Agency may have against Contractor for damages incurred by Agency as a result of the breach, including the cost to Agency to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by Agency in effecting the termination of the Contract or completion of the performance of the contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by Contractor but not yet paid by Agency on the date of the termination, may be applied by Agency to the damages which it incurred as a result of Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to Contractor. If Contract funds as indicated above are insufficient, Contractor shall be liable for any unpaid balance.

1.11 Written Notice.

Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to Contractor or Agency at the appropriate address stated on the signature page of this Contract.

2. CONTRACTOR'S GENERAL OBLIGATIONS

Contractor shall:

2.01 Provide Insurance

A. As part of the consideration of this Contract, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this Contract insurance coverage against claims for injuries to persons or damages to the Property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this Contract.

If the Contractor maintains higher coverage limits than the amounts shown above, then the Agency and the City CDBG requires and shall be entitled to coverage for the higher coverage limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency and the City CDBG.

B. Other Insurance Provisions: Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. **Additional Insured Status**
Agency and the City of Alameda, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the Grantee's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the Agency and City of Alameda has been added as an additional insured on the policy, must be attached to the certificate of insurance.
2. **Subcontractors**
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agency and City of Alameda are additional insureds on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the Agency and the City of Alameda.

4. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Agency and the City of Alameda, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency and City shall be excess of the Contractor's insurance and shall not contribute with it.

5. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency and City of Alameda has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency and City of Alameda for all work performed by the Contractor, its employees, agents and subcontractors.

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City of Alameda.

Approval of the insurance by Agency or acceptance of the certificate of insurance by Agency or City of Alameda shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Contract, nor shall it be deemed a waiver of Agency or City of Alameda's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. The Agency, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternately, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance.

Any deductibles or self-insured retentions must be declared and receive prior approval by the Agency and City CDBG. At the option of the Agency, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the Agency and the City of Alameda, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Agency and City of Alameda guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Contractor must provide evidence that it has secured the required insurance coverage prior to the execution of this Contract. A Certificate of Insurance or the appropriate ACORD and Insurance Services Office forms evidencing the insurance requirements above shall be completed by Contractor's insurer or its agent and submitted to the Agency City CDBG prior to execution of this Contract by the Agency.

Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are subject to prior approval by the Agency and City CDBG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.02 Obtain Permits and Licenses.

Contractor shall obtain all permits and licenses and pay all fees and other charges necessary for the completion and execution of the work to be performed. School fees, if any, shall be paid by Agency.

2.03 Conform to Government Requirements.

Contractor shall perform all work in conformity with applicable state and federal laws and regulations and local building codes whether or not covered by the Contract Documents. If Contractor discovers any discrepancy between such laws or codes and the Contract Documents, Contractor shall immediately notify Agency and the City CDBG.

2.04 Maintain the Site.

At all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's operation. At the completion of the project, remove all waste materials, rubbish, tools, construction equipment and machinery and leave Project site in a neat and clean condition. All waste shall be properly disposed of at a legal dump site. Storage of Contractor's materials and equipment during the performance of this Contract shall be under Contractor's responsible care and charge, and Contractor shall bear all loss to such materials and equipment except for loss caused by the willful acts of Agency.

2.05 Provide Warranties.

All materials and labor, including those of any subcontractor, shall be warranted for a period of one year from the date of the final progress payment provided for under Section 4.04; and Contractor shall provide Agency with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract prior to the release of the final retention payment. Contractor warrants that all materials, fixtures and equipment furnished by Contractor and its subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. Neither any payment nor occupancy of the Property by Agency shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Agency will give notice of observed defects with reasonable promptness.

2.06 Maintain Records. Contractor shall maintain adequate invoices, receipts, job records and disbursement journals and such other records for the Project as may be usually kept in conjunction with projects of this type. Such records shall be available for inspection by Agency and City CDBG or their authorized representatives, upon reasonable advance notice, during the period of this Contract. Contractor shall retain such records and make them available for audit by the City CDBG for a period of three years from the final payment under this Contract.

2.07 Allow Inspections & Interviews.

Contractor shall permit City CDBG or their designees to examine, inspect the work under this Contract before and after completion and interview workers. Contractor shall cooperate with Agency and City CDBG in completing progress inspections, final inspection of the work and documentation of on-site job interviews.

2.08 Make Payments and Obtain Lien Releases.

Contractor shall promptly pay all persons furnishing materials, labor, or services and deliver to Agency and City CDBG a complete release of liens for all labor, materials and services in connection with the Project.

2.09 Cooperate with Agency.

Contractor shall cooperate with Agency and will not unreasonably inconvenience any occupants of the Property during the period of the Contract.

2.10 Obtain Bonds.

Contractor shall obtain a Performance Bond for 100% of the Contract Amount and/or a Payment Bond for 100% of the Contract Amount, as required by City CDBG.

2.11 Comply with Other Government / Federal Requirements

Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable City CDBG program requirements and any amendments hereafter to City CDBG program guidelines and requirements. Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

- A. COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS - The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto; and
- B. NONDISCRIMINATION – No person or entity shall discriminate in the employment of persons upon Public Works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. This contract is also subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. Every contractor for public Works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code. Additionally, the City of Alameda Municipal Code (3-67.7 Contract for Services) requires that contractors and subcontractors engaged in the construction of facilities financed under this part shall provide equal opportunity for employment, without discrimination as to race, marital status, sex, color, religion, national origin or ancestry (Ord. No. 2442 N.S. § 1); and
- C. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and
- D. HOUSING AND COMMUNITY DEVELOPMENT ACT - Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and
- E. REHABILITATION ACT OF 1973 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities; and
- F. AGE DISCRIMINATION ACT OF 1975 - The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and
- G. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY - Equal Employment Opportunity, as amended, and regulations of Executive Order 11246, amended by Executive orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264).

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity or national origin. Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.”

Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin.

Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Contractor will assist and cooperate actively with the City CDBG and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order; and

H. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS -The requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and

I. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U) - 24 CFR, Part 135, also known as Section 3, which provides employment opportunities for businesses and lower income persons in connection with federally-assisted projects. Contractor will also ensure that provisions of 24 CFR, Part 135, are included in all subcontracts; and

J. MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE) - Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and

K. LABOR STANDARDS - Contractor and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the Contractor and hired subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to

the provision of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and the AGENCY shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act (40 USC 3145). Federal Wage Determination Number CA170028 is attached hereto as Exhibit "C" and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the AGENCY of its obligation, if any, to require payment of the higher rates.

The regulations of 24 CFR part 70 shall apply to the use of volunteers; and

L. ENVIRONMENTAL REVIEW STANDARDS -The Contract is subject to the regulations of 24 CFR part 58, which specify the provisions of law which further the purposes of the National Environmental Policy Act of 1969; and

M. FLOOD DISASTER PROTECTION ACT 1973 - The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and the National Flood Insurance Program in accordance with section 202(a) of the Flood Disaster Protection Act and the regulations in 44 CFR parts 59 through 79); and the Coastal Barrier Resources Act (16 U.S.C. 3601); and

N. EXECUTIVE ORDER 13279 (EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS - The regulations of Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60. As applicable, the requirements of the CDBG Program Regulations for religious or faith-based organizations under 24 CFR 570.200(j); and

O. LEAD-BASED PAINT - The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part; and

P. DRUG-FREE WORKPLACE ACT - The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace; and

Q. CONFLICT OF INTEREST - The conflict of interest provisions, as applicable, in accordance with 2 CFR Part 200.112, 24 CFR Part 92.356, and 24 CFR Part 570.611; and

R. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT - The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings), and Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

3. AGENCY'S GENERAL OBLIGATIONS

Agency shall:

3.01 Monitor all work performed under this Contract and inspect the work for acceptance prior to each progress payment and the final payment. Agency shall expedite all payments. Agency shall not permit any changes, additions, or deletions to this Contract or the Contract Documents without prior written approval of Contractor and City CDBG. Any change orders must be signed by Agency, Contractor and the City CDBG.

3.02 Cooperate with Contractor to facilitate the performance of work, including the removal and replacement of rugs, coverings and furniture as necessary.

3.03 Permit Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work.

3.04 The premises are to be:

- Occupied during the course of the rehabilitation work
- Unoccupied during the course of the rehabilitation work
- Partially occupied as follows:

If the premises are to be occupied, Agency will cooperate with Contractor and minimize interference with the Project.

4. ACCEPTANCE/PROJECT CLOSEOUT

4.01 Inspection.

Upon receipt of a notice from Contractor that the Project is completed and ready for final inspection and acceptance, Contractor, Agency and representatives of the City CDBG shall meet at the Project site. If deficiencies are noted other than minor "punch list" corrections, Contractor shall be responsible for correcting or completing the items identified prior to the filing of a Notice of Completion.

4.02 Notice of Completion.

After the City CDBG and Agency determine that all materials have been installed and all work to be performed under the Contract has been completed, except for minor "punch list" corrections, Agency shall sign a Notice of Completion and cause it to be filed with the County Recorder of Alameda County.

4.03 Final Progress Payment.

When all work, except for minor "punch list" corrections, has been completed, Contractor shall submit a request for the final progress payment. Subject to Section 4.01 above, Agency and City CDBG shall approve payment in an amount to bring the total payments to Contractor to ninety-five percent (95%) of the value of the work completed, provided Contractor has provided Agency and City CDBG the following:

1. Evidence that the City Building Permit has been signed off by the City Division of Building and Safety.
2. A signed "Unconditional Waiver and Release" form.

4.04 Release of Retentions.

Payment of sums retained, except those retained for cause, shall be made to Contractor not sooner than thirty-five (35) days after recordation of the Notice of Completion, provided (a) a "CONTRACTOR'S WAIVER AND AFFIDAVIT" is received from Contractor, (b) no claims against Contractor have been filed with Agency or against the Property prior to the expiration of the thirty-five days, and (c) Contractor has fully complied with all DBRA requirements. Until any such claims have been satisfied or released, sufficient funds shall be withheld from the sum due Contractor to satisfy such claims. If corrective or repair work remains or documentation is outstanding after such thirty-five day period, City CDBG and/or Agency may withhold sufficient amount to pay for completion of such work.

4.05 Payments by Agency to Third Parties.

If Contractor fails to make payments required under this Contract to suppliers of materials or labor, Agency may make such payments on Contractor's behalf, and Contractor shall reimburse Agency on demand for the amount actually paid by Agency. See Section 6.07 below.

5. DISPUTE RESOLUTION

Any dispute which arises under this Contract, and which remains unresolved for fifteen (15) working days after City CDBG has been informed in writing of the dispute by either party, shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association in effect at the time the

arbitration is initiated, and judgment may be entered on the award. Should any party refuse or neglect to appear at or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator shall award to the prevailing party compensation for the expense of arbitration, including reasonable attorneys' fees. The decision of the arbitrator shall be final, conclusive and binding upon Agency and Contractor.

6. MISCELLANEOUS PROVISIONS

6.01 Entire Contract.

The Contract Documents contain the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by Agency, Contractor and approved by City CDBG.

6.02 Waiver.

No consent or waiver, express or implied, by either party to any breach by the other shall be deemed or construed to be consent or waiver to any other breach. Failure on the part of either party to complain of any act of the other party or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. No payment under this Contract will be interpreted so as to imply that Agency has inspected or approved the work performed by Contractor.

6.03 Successors and Assigns.

The provisions of the Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without the written consent of Agency and prior written notification to City CDBG.

6.04 Governing Law.

This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

6.05 Bankruptcy.

If Contractor files bankruptcy, or makes an assignment for the benefit of creditors, Agency has the right to cancel this Contract and have the work completed by others.

6.06 Donations of Materials.

Subject to approval by the Agency, the Contractor has the option of using donated materials where appropriate if such donated materials will not unduly compromise the quality of the finished Project.

6.07 NOTICE TO AGENCY:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the California Contractors' State License Board.

Any contractor, subcontractor, laborer, supplier, or other person who helps to improve a property, but is not paid for its work or supplies, has a right to enforce a claim against the property. This means that after a court hearing, the property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if the Agency had paid the contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

Under the law, the Agency may protect their interests against such claims by: filing, before commencing such work of improvement, the original fully executed contract for the Project in the Office of the County Recorder where the property is situated and requiring that the Contractor's Performance and/or Payment Bond be recorded in such office; requiring payments be made directly to subcontractors and material suppliers through a joint control agreement; issuing joint checks payable to both the contractor and subcontractors or material suppliers; or requiring a contractor to provide unconditional lien releases signed by each subcontractor, laborer, or supplier.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate, on the date first above written.

Agency

Shelter In Peace, Inc.

Contractor

Signature

Name: Anna Rossi

Title: Executive Director

Signature

Name:

Title:

2311 Buena Vista Avenue

Address

Alameda,

CA

94501

City

State

Zip

Signature

Name:

Title:

Address

City

State

Zip

Contractor's License No.

EXHIBIT A

GENERAL SCOPE OF WORK

(Click [HERE](#) to View)

SAMPLE

EXHIBIT B

HUD FORM - 4010

(Click [HERE](#) to View)

SAMPLE

EXHIBIT C-1

**FEDERAL DAVIS-BACON PREVAILING WAGE DETERMINATIONS
FOR RESIDENTIAL CONSTRUCTION
IN ALAMEDA COUNTY**

(Click [HERE](#) to View)

SAMPLE

EXHIBIT C-2

**STATE PREVAILING WAGE DETERMINATIONS
FOR RESIDENTIAL CONSTRUCTION
IN ALAMEDA COUNTY**

(Click [HERE](#) to View)

SAMPLE

EXHIBIT D

CONTRACTOR'S BID AND PROPOSAL

(Click [HERE](#) to View)

SAMPLE

EXHIBIT E-1

STANDARD SPECIFICATIONS

(Click [HERE](#) to View)

SAMPLE

EXHIBIT E-2

PLANS

(SHEETS S1-S7, A-1 THROUGH A-4, MEP & GREEN BUILDING STANDARDS CODE)

(Click [HERE](#) to View)

SAMPLE

EXHIBIT F

ADDENDA

(TBD)

SAMPLE