

INVITATION TO BID
“MUNICIPAL POOL HOUSE RENOVATIONS”
6400 EVERGREEN
RE-BID



City of Berkeley
8425 Airport Rd
Berkeley Missouri 63134
314-524-3313

Bids shall be submitted in a sealed envelope clearly marked
“MUNICIPAL POOL HOUSE– BID # 880” on the outside.

BID OPENING, JANUARY 22, 2019
10:15 AM

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OTHER DOCUMENTS:

- a. Blueprints
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INVITATION TO BID

The City of Berkeley, Missouri will accept sealed bids until **January 22, 2019 at 10:15 a.m.** local time, in the City Clerk's Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for the **MUNICIPAL POOL HOUSE, 6400 Evergreen, Berkeley, MO 63134**. Please note this is a re-bid. Previous bidders are encourage to re-bid the project.

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road, Berkeley, MO 63134

Bidders may bid the total project or parts thereof. Specifications and Bid Forms may be obtained in the office of City Clerk.

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as **"MUNICIPAL POOL HOUSE - Bid # 880 "**

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted as part of the whole bid packet no later than **January 22, 2019 at 10:15 a.m.**

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

The City of Berkeley is an Equal Opportunity Employer

Submit one (1) original and three (3) complete copies to:

City of Berkeley
Deanna Jones, City Clerk
8425 Airport Rd
Berkeley MO 63134

QUESTIONS:

Debra Irvin
City Manager
8425 Airport Rd
Berkeley MO 63134
Phone: (314) 400-3705
Email: irvin@ci.berkeley.mo.us

**CITY OF BERKELEY
8425 Airport Road
Berkeley, Missouri 63134**

NOTICE TO BID

BID NUMBER 880

Notice is hereby given that the City of Berkeley, Missouri, will accept the sealed bids for “**MUNICIPAL POOL HOUSE,**” 6400 Evergreen, Berkeley according to the specifications attached to the bid form. Copies of the bid forms may be obtained from the City Clerk’s Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134.

STATEMENT OF WORK: The city is seeking a qualified contractor to renovate the municipal pool house consisting of two bathrooms (men and women) with showers, installing a new pool deck shower head and enclosure, replacing carpet squares in small staff office, and installing rust proof lockers in each space. See details of work on page 8 of this document.

Contractors are encouraged to visit the site – Thursday, January 10, 2019 at 10:00am.

Sealed bids will be received at the City Clerk’s in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134, until **January 22, 2019 10:15 a.m.**, at which time the bids will be publicly opened and read. Bids must be in sealed envelopes and plainly marked as:

BID NO. 880 “MUNICIPAL POOL HOUSE”

The City reserves the right to reject any or all proposals, waive informalities in the process and accept the proposal deemed to be in the best interest of the City.

Debra M. Irvin

Debra M. Irvin, City Manager

**“MUNICIPAL POOL HOUSE”
CITY OF BERKELEY, MISSOURI**

BID SUBMITTAL COVER SHEET

To: City of Berkeley Missouri
Deanna Jones, City Clerk
8425 Airport Rd
Berkeley, Missouri 63134

To Whom It May Concern:

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the work associated with the enhancements of the **MUNICIPAL POOL HOUSE**, including site restoration in connection with the work within the City of Berkeley.

2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

3. A security of 5% must be included with bid; in the form of company check. Checks will be returned with 30 days of bid opening.

Security in the sum of _____
Dollars (\$ _____) in the form of _____ is
submitted herewith in accordance with the INVITATION FOR BID.

4. The bidder shall be prepared to submit a financial and experience statement upon request.

5. TOTAL BID PRICE: \$ _____

**MUNICIPAL POOL HOUSE RENOVATION
CITY OF BERKELEY, MISSOURI**

BID SUBMITTAL SHEET – BID NO. 880

	MUNICIPAL POOL HOUSE, 6400 Evergreen, Berkeley MO 63134	Qty	Bid Amount
	BERKELEY MUNICIPAL POOL RENOVATIONS	Qty	
A	WOMEN’S ROOM	364 sq. ft.	
A1	Interior Finish of Walls (includes insulation and drywall) green board on plumbing wall	364 sq. ft.	
A2	Interior Finish -Painting - Interior (walls and ceiling)	364 sq. ft.	
A3	Interior Finish – Floor Tiles	364 sq. ft.	
A4	Interior Finish - Wall Tiles		
A5	Concrete (floors) Tear out and replace for piping		
A6	Exterior Entry Door with lockset	1	
A7	Toilet Stall Compartments (1-ADA) (1 –regular)	2	
A8	Plumbing - Toilets (1- ADA) (1-regular)	2	
A9	Plumbing – Hand sink wall mount	1	
A10	Plumbing Pipes (water lines, toilet, shower)		
A11	Electrical – GFCI Outlet	1	
A12	Electrical – Light Fixture (Ceiling and over sink)	2	
A13	Electrical – Outlet for HVAC wall unit	1	
A14	Shower Stall Enclosures (Interior)	1	
A15	Women’s Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Red-color) 36w x 18d x 72h"	3 sets	
A16	Locker Space – Painting		
A17	Acoustical Ceiling		
B	POOL DECK AREA		
B1	Plumbing – Shower head (Pool Deck) new pipe	1	
B2	Outdoor Show Stall Enclosure	1	
C	MEN’S ROOM	364 sq. ft.	
C1	Interior Finish of Walls (includes insulation and drywall) green board on plumbing wall	364 sq. ft.	
C2	Interior Finish -Painting - Interior (walls and ceiling)	364 sq. ft.	
C3	Interior Finish – Floor Tiles	364 sq. ft.	
C4	Interior Finish - Wall Tiles	364 sq. ft.	
C5	Concrete (floors) Tear out and replace for pipes		
C6	Exterior Entry Door with lockset	1	
C7	Toilet Stall Compartments (1-ADA)	1	
C8	Plumbing - Toilets (1- ADA)	1	
C9	Plumbing – Urinal	1	

C10	Plumbing – Hand sink wall mount	1	
C11	Plumbing Pipes (water lines, toilet, shower)		
C12	Electrical – GFCI Outlet	3	
C13	Electrical – Light Fixture (Ceiling and over sink)	2	
C14	Electrical – Outlet for HVAC wall unit	3	
C15	Shower Stall Enclosures (Interior)	1	
C16	Men’s Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Gray-color) 36w x 18d x 72h"	3 sets	
C17	Locker Space		
C18	Acoustical Ceiling		
	MECHANICAL		
D	Mechanical (ductless mini-split Air Conditioner attached to interior wall) 3- zones (<i>men’s room, ladies room, staff office</i>)	9000BTU-21 seer	
E	STAFF OFFICE	156 sq. ft.	
	Remove and Replace carpet squares 24 x 24		
	Paint Office space		
	Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Blue-color) 36w x 18d x 72h"	1-set	
F	MISCELLANEOUS		
	Freight		
	Performance & Payment bond		
	Berkeley Permits Required (no charge)		
	TOTAL		

STATEMENT OF WORK – DETAILS

Area A - Women Room - 364 sq. ft.

The women's room has been completely gutted to the studs. The contractor shall install insulation and drywall from floor to ceiling. Paint, install floor tiles, and wall tiles. Saw cut concrete floor for new pipes. The ceiling space is open and shall be closed off with an acoustical ceiling panels. Contractor shall install ADA toilet, stall; one regular toilet and stall enclosure with locksets hand sink, one GFCI outlet, lighting fixture (2), and one outlet for mini-split system.

Area B – Pool Deck

Contractor shall run shower head from Women room to pool deck; install shower enclosure; tie in to existing drain.

Area C – Men's Room

The women's room has been completely gutted to the studs. The contractor shall install insulation and drywall from floor to ceiling. Paint, install floor tiles, and wall tiles. Saw cut concrete floor for new pipes. The ceiling space is open and shall be closed off with an acoustical ceiling panels. Contractor shall install ADA toilet, stall; hand sink, one GFCI outlet, lighting fixtures (2) and one outlet for mini-split system lighting, and urinal.

Area D – Mechanical

Contractor shall provide and install a ductless mini-split Air Conditioner unit for 3- zones (men's room. Ladies room and small staff office. Unit shall be 9000BTU – 21 seer rating.

Area E – Mechanical

Remove carpet and replace with 24" x 24" carpet squares. Install one outlet for mini-split system.

Area F- Miscellaneous

Include all freight/shipping charge, payment and performance bond. Permits are required through City of Berkley, however, all fees are waived for this project.

BID PROCESS SCHEDULE
BID NUMBER: 880

Dates

1. Deadline for submittal of Bidder’s request for clarification, modifications or questions regarding the Bid.

January 15, 2019 @ 4:30 p.m.

2. Modifications and/or answers to questions may be posted on the City of Berkeley Website: <http://www.cityofberkeley.us>

Submittal Deadline for Bid January 22, 2019 @ 10:15 a.m.

Bid Opening: January 22, 2019 @ 10:15 a.m.

PROPOSED TIMELINE FOR PROJECT

Documents Available	January 2, 2019
<i>Site Visit – 10:00am – 6400 Evergreen, Pool House</i>	<i>January 10, 2019</i>
Final Questions to City	January 15, 2019
Final Bids Due – Opening (City Hall)	January 22, 2019
Owner Review of Bids	January 23, 2019
City Council First Meeting – Selection of Contractor	February 4, 2019
Pre-Construction Meeting	February 11, 2019
City Council Second Meeting/Approval	February 18, 2019
Notice to Proceed	February 20, 2019
Selected Contactor shall provide all performance/payment bond	February 25, 2019
Work to begin (all permits are the responsibility of the contractor)	February 25, 2019
Expected completion date	May 25, 2019

BIDDER'S COMPANY INFORMATION

**"MUNICIPAL POOL HOUSE"
CITY OF BERKELEY, MISSOURI
BID NO 880**

Please print legibly, except where signature is required.

Company Name: _____

Company Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

AFFIRMATIVE ACTION STATEMENT

THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Act against Discrimination. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

Signed by _____

Position _____

Email: _____

Date: _____

AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your

Affirmative Action Plan

1. Name and address of your organization: _____

2. Name and position of person completing this report _____

3. We do not wish to be on your prime vendor list and is returning this form incomplete:
Yes _____ No _____
4. Do you consider your organization to be an Equal Employment Opportunity Employer?
Yes _____ No _____
5. Are you part of or a division of a larger parent organization? _____ If Yes, please give parent organization name and home office address:

6. How many employees were on the payroll last pay period? Full Time _____
Part Time _____
7. How many women were on the payroll? Full Time _____ Part Time _____
8. How many minorities were on the payroll?
Full Time Male Minority employees: _____
Full Time Female Minority employees: _____
Part Time Male Minority employees: _____
Part Time Female Minority employees: _____
9. Does your organization include in its employment advertising a phrase similar to: "*We are an Equal Employment Opportunity Employer*" or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future Yes ___ No _____
10. Does your organization or you parent organization have an Affirmative Action Plan?
Yes ___ No _____ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes _____ No _____ If Yes, please supply the name, title, phone number and address for future correspondence.

The City of Berkeley thank you for your cooperation in filling out this form.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contract services. Successful bidding shall also sign an affidavit affirming that it does not knowingly employ and person who is an unauthorized alien in connection to the contracted services

WORK AUTHORIZATION AFFIDAVIT

Comes now _____ (Name) as _____ (Title) first being duly sworn, on my oath, affirm _____ (Company Name) is enrolled and will continue to participate in a Federal Work Authorization Program in respect to employees that will work in connection with the contracted services related to _____ (Project Description) for the duration of the contract, if awarded, in accordance with RSMo Charter 285.530(2). I also affirm that _____ (Company's Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contract services related to the subject project for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that Oise statements made in this filing are subject to the penalties provided under Section 570.040, RSMo).

Signature (Individual with Authority)

Printed Name

Date

Date

I am commissioned as a Notary Public within the County of _____ State of _____ and my commission expires on _____ 20_____.

Signature of Notary

Date

AGREEMENT

THIS AGREEMENT made this _____ day _____ 2019, by and between (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and _____ (a partnership consisting of _____) hereinafter called the "Contractor" and the City of Berkeley, Missouri.

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

STATEMENT OF WORK: The city is seeking a qualified contractor to renovate the municipal pool house consisting of two bathrooms (men and women) with showers, installing a new pool deck shower head and enclosure, replacing carpet squares in small staff office, and installing rust proof lockers in each space. See details of work on page 8 of this document.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services performed, and complete all work required for the renovation of **MUNICIPAL POOL HOUSE RENOVATION** at 6400 Evergreen, Berkeley MO 63134 for the City of Berkeley, and all required supplemental work for completion of the project in accordance with the Contract documents.

The Contractor must contact the City at least five (5) working days prior to start of project so that residents can be notified of project commencement date.

The City of Berkeley will pay the Contractor for the performance of the contract in current funds, for work performed at the prices stipulated on the attached bid for the work completed subject to any additions and deductions mutually agreed upon by both parties of this agreement.

CONTRACT: THE EXECUTED CONTRACT DOCUMENTS CONSIST OF THE DOCUMENTS FURNISHED TO EACH BIDDER AND THE CONTRACTOR FOR THIS PROJECT.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in one **(1) original and three (3) copies** on the day and year first above written.

Attest: _____

By _____

Title: _____

CITY OF BERKELEY, MISSOURI

By _____

Title: _____

CONTRACTOR

By: _____

Title: _____

Street: _____

City/Zip: _____

By: _____

Title: _____

Street: _____

GENERAL INSTRUCTIONS TO BIDDERS

Sealed bids, subject to the Instructions and General Conditions of Bidding listed below and any special conditions set forth herein, will be received in the City Clerk's Office until; **January 22, 2019, at 10:15 a.m. "BID # 880 - "MUNICIPAL POOL HOUSE"** conforming to the bid supplemental sheet and statement of work details on page 6-8

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, WAIVE INFORMALITIES IN THE BIDDING, AND ACCEPT THE BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY, QUOTES SHALL REMAIN GOOD FOR 90 DAYS AFTER BID OPENING.

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

1. Bidders must use the bid form provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return bid sheet(s) and note your reason.
2. Furnish specifications, descriptive literature, and drawings, and, diagrams whenever appropriate.
3. Whenever products or materials of any particular producer or manufacturers are mentioned in our specification, such products or materials mentioned are intended to be descriptive of type of type or quality and not restrictive to those items mentioned.
4. Vendor supplying materials directly to the City should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the company and the City's tax exemption will not apply to these purchases.
5. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.
6. The City of Berkeley reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed. In case of delay the vendor must notify the Purchasing Agent, who may grant additional time for delivery when the buyer is at fault or if she is satisfied that the delivery is beyond the control of the vendor. Such grant must be in writing and made part of the bid. Failure to deliver as guaranteed may disqualify bidder for future bidding, and an alternate supplier could be used.
7. Inspection of delivery will be made at the delivery point, unless otherwise specified. Materials must be properly packaged. Damaged materials will not be accepted. Rejected materials will be returned to the vendor at the vendor's risk and expense.

APPROVED BY:

Debra M. Irvin
Debra M. Irvin, City Manager

12/31/2018
Date

SPECIFICATIONS

The General Contractor’s sub-contractors shall hold a license St. Louis County Public Works Division for all mechanical, electrical and plumbing work, which is to be performed on this project. The Contractor and all trades shall furnish proof of insurance coverage in the amounts of work. Proof of insurance shall be submitted within **ten days (10)** of “Notice of Award”

Permits shall be obtained from the City of Berkeley for record purposes, all fees shall be waived.

The erection of necessary barricades, walls, fences, etc., for safety of the public shall be the responsibility of the Contractor. Requirements of the City’s Erosion Control Ordinance shall apply. **Berkeley Ordinance 3809.**

After notice to proceed is issued, all work shall be completed within 180 **WORKING DAYS.**

Payments shall be lump sum on completion, subject to approval of the work by the Building Inspector.

	MUNICIPAL POOL HOUSE, 6400 Evergreen, Berkeley MO 63134	Qty
	BERKELEY MUNICIPAL POOL RENOVATIONS	Qty
A	WOMEN’S ROOM	364 sq. ft.
A1	Interior Finish of Walls (includes insulation and drywall) green board on plumbing wall	364 sq. ft.
A2	Interior Finish -Painting - Interior (walls and ceiling)	364 sq. ft.
A3	Interior Finish – Floor Tiles	364 sq. ft.
A4	Interior Finish - Wall Tiles	
A5	Concrete (floors) Tear out and replace for piping	
A6	Exterior Entry Door with lockset	1
A7	Toilet Stall Compartments (1-ADA) (1 –regular)	2
A8	Plumbing - Toilets (1- ADA) (1-regular)	2
A9	Plumbing – Hand sink wall mount	1
A10	Plumbing Pipes (water lines, toilet, shower)	
A11	Electrical – GFCI Outlet	1
A12	Electrical – Light Fixture (Ceiling and over sink)	2
A13	Electrical – Outlet for HVAC wall unit	1
A14	Shower Stall Enclosures (Interior)	1
A15	Women’s Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Red-color) 36w x 18d x 72h"	3 sets
A16	Locker Space – Painting	
A17	Acoustical Ceiling	
B	POOL DECK AREA	
B1	Plumbing – Shower head (Pool Deck) new pipe	1
B2	Outdoor Show Stall Enclosure	1

C	MEN'S ROOM	364 sq. ft.
C1	Interior Finish of Walls (includes insulation and drywall) green board on plumbing wall	364 sq. ft.
C2	Interior Finish -Painting - Interior (walls and ceiling)	364 sq. ft.
C3	Interior Finish – Floor Tiles	364 sq. ft.
C4	Interior Finish - Wall Tiles	364 sq. ft.
C5	Concrete (floors) Tear out and replace for pipes	
C6	Exterior Entry Door with lockset	1
C7	Toilet Stall Compartments (1-ADA)	1
C8	Plumbing - Toilets (1- ADA)	1
C9	Plumbing – Urinal	1
C10	Plumbing – Hand sink wall mount	1
C11	Plumbing Pipes (water lines, toilet, shower)	
C12	Electrical – GFCI Outlet	3
C13	Electrical – Light Fixture (Ceiling and over sink)	2
C14	Electrical – Outlet for HVAC wall unit	3
C15	Shower Stall Enclosures (Interior)	1
C16	Men's Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Gray-color) 36w x 18d x 72h"	3 sets
C17	Locker Space	
C18	Acoustical Ceiling	
	MECHANICAL	
D	Mechanical (ductless mini-split Air Conditioner attached to interior wall) 3- zones (<i>men's room, ladies room, staff office</i>)	9000BTU-21 seer
E	STAFF OFFICE	156 sq. ft.
	Remove and Replace carpet squares 24 x 24	
	Paint Office space	
	Lockers (Rustproof) 3-tier (3 Wide, 12" Deep, Blue-color) 36w x 18d x 72h"	1-set
F	MISCELLANEOUS	
	Freight	
	Performance & Payment bond	
	Berkeley Permits Required (no charge)	
	TOTAL	

I have read all of the above Specifications and hereby agree to comply with all of the terms and conditions listed above.

Company

License No.

Date

Owner/Agent (Print Name)

Owner/Agent (Signature)

**BID FORM
PROJECT NO. 880**

PROPOSAL HAVE: _____ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT RD, BERKELEY, MO 63134

The Bidder, In Compliance With Our Invitation For Bids For **The Renovation Of The Municipal Pool House** In The City Of Berkeley, And Having Examined The Specifications With Related Document And The Site Of The Proposed Work, And Being Familiar With All Of The Conditions Surrounding The Proposed Project Including The Availability Of Materials And Labor, Hereby Proposes To Furnish All Equipment, Labor, Materials, And Supplies, And To Complete The Project In Accordance With The Specifications, Within The Time Set Forth Therein, And At The Prices Stated In The Bidding Documents

The Above Unit Price Shall Include All Labor, Materials, Removal Overhead, Profit, Insurance, Etc., To Cover the Finished Work of The Several Kinds Called For.

Bidder Understands That the Owner Reserves the Right to Reject Any Or All Bids, Or Any Combination Thereof, And To Waive Any Informalities In The Bidding.

The Bidder Agrees That This Bid Shall Be Good and May Not Be Withdrawn for A Period Of 120 (One-Hundred) Calendar Days After The Scheduled Closing Time For Receiving Bids.

SIGNATURE

DATE

ADDRESS/CITY/STATE/ZIP

EMAIL

ATTEST

INSURANCE

Contractor's and Subcontractor's Insurance.

1. The Contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:
 - a. Claims under Workmen's Compensation disability benefit and other similar employees' benefits acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - d. Claims for damages insured by usually personal injury coverage which are sustained:
 - By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor.
 - By any other person
 - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. CERTIFICATES OF INSURANCE which is acceptable to the CITY (see attachment) shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
 - a) CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him for from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by any Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

- b) The Contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from obligations under the Contract Documents to fully complete the project.

- 4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such Subcontractor similarity to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

- 5. The Contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, The Engineer, and the City of Berkeley.

PROJECT REFERENCE SHEET

INSTRUCTIONS

1	This reference sheet must be completed in its entirety
2	A reference sheet must be completed type of work (feel free to make many copies as needed)
3	A minimum of five (5) references must be supplied for each type of work completed; three (3) must be municipal parks related
4	The same references are permitted for different specialties so as long as the company providing the reference can attest to that specific type of work
5	References must be from work done in the past five (5) years

REFERENCE NO. 1

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 2

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 3

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 4

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

REFERENCE NO. 5

Name of Company _____ Telephone () _____

Contact Name _____ Title _____

Email: _____

Address _____ City/State/Zip _____

Scope of Work Performed _____

Date Work Completed _____ Amount of Contract \$ _____

FORMS TO BE RETURNED WITH BID

- i. Bid Cover Sheet (pg. 5)
- ii. Bid Submittal Sheet (pg.7)
- iii. Company Information Form (pg. 10)
- iv. Affirmative Action Statement (pg. 11)
- v. Affirmative Action/Prime Vendor Questionnaire (pg. 11)
- vi. Work Authorization Affidavit (pg.14)
- vii. Agreement (pg.15)
- viii. Signature page of specifications (pg.17-18)
- ix. References (pg. 22)