

NOTICE INVITING BIDS

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Emeryville, Alameda County, California, (hereinafter "City") at the Office of the Director of Public Works, 1333 Park Avenue, Emeryville, CA 94608, **until 10 AM, June 26, 2024**, at which time bids will be publicly opened for the following project:

**City of Emeryville "Old" City Hall
and "New" City Hall Exterior Painting and cleaning**

PROJECT NO. EPW-24104

**Specifications for Project:
City of Emeryville "Old" City Hall
and "New" City Hall Exterior Painting and Cleaning
PROJECT NO. EPW-24104**

**ADDENDUM NO. 1
June 24, 2024**

To All Plan Holders:


Notice is hereby given that the following changes to the bid documents have been made for the above referenced project:

Part A – CONTRACT DOCUMENTS

1. Notice Inviting Bids

- a. Notice is hereby given that the Bid Opening Date for City of Emeryville "Old" City Hall and "New" City Hall Exterior Painting and Cleaning Project No. EPW-24104 is hereby revised to be **Monday, July 1, 2024, at 10:00 AM**
- b. Bidders bidding as the prime Contractor shall possess a valid California State Contractor's License, **or Classification C33-Painting and Decorating** at the time of contract award and throughout the Contract term.

Signature of this Addendum Sheet and inclusion of it with the Proposal is required at the time of bid opening.

Date: June 24, 2024 by:  _____
 Mohamed Alaoui
 Public Works Director

Company Name: Fresh Start Painting Authorized Signature: 
 Authorized Name: Dorris Kontantos Date: 6/28/24

PART A

BID DOCUMENTS

PROJECT:

**City of Emeryville "Old" City Hall
and "New" City Hall Exterior Painting and cleaning**

PROJECT NO. EPW-24104

SECTION 1

BIDDER'S CHECKLIST

All items on the Bidder's Checklist should be checked next to each item and must be initialed and dated at the bottom for the Proposal to be considered complete. The City of Emeryville reserves the right to award a Contract in a manner and on the basis which will best serve the City.

The Bidders' attention is specifically called to the following forms which must be executed in full as required:

1. (a) Bid Sheets

The Base Bid Price, Add Alternate Price and Total Bid Price must be shown in the space on the Bid Proposal form provided.
- (b) Bid Proposal Form

A Bid Proposal form must be filled in, signed and submitted for the Bid Documents to be considered complete.
2. Bidder's Bond (Accompanying Bid)

If not otherwise providing cash, cashier's check or certified check with its Bid Proposal as its bid guaranty, a Bidder's Bond form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete. The surety's power of attorney must be attached. Original signatures are required.
3. Non-Collusion Declaration

A Non-Collusion Declaration form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete.
4. Subcontractors List

A Subcontractors List form must be filled out and submitted with the Bid Proposal for the Bid Documents to be considered complete.
5. Workers Compensation Certificate

The Bidder acknowledges that he/she must sign and attach any applicable Workers Compensation Certificate to the Bid Proposal.
6. Waste Management Plan

Applicant is notified of need to prepare a Waste Management Plan as a project submittal. On-line system is available at www.emeryville.wastetracking.com/#
Check here signifies awareness of and intent to prepare, if awarded a contract.
7. Bond Requirements

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Total Contract Price amount will be required. A payment bond equaling one hundred percent (100%) of the Total Contract Price amount will also be required.

8. Addenda

The Bidder acknowledges that he/she must sign and attach any applicable addenda to the Bid Proposal for the Bid Documents to be considered complete.

Initial: DK Date: June 28, 2024

SECTION 2

Not Used

SECTION 3

PROPOSAL

To the Honorable City Council of the City of Emeryville, Alameda County, California.

PROJECT:

**City of Emeryville "Old" City Hall
and "New" City Hall Exterior Painting and cleaning**

PROJECT NO. EPW-24104

Name of Bidder Fresh Start Painting Co.

Street Address 8 Seville Court

City, State, Zip Code Millbrae, CA 94030

Telephone No. 650-222-5329

Email Address freshstartpc@gmail.com

FOR USE WITH THE FOLLOWING:

The Contract Drawings are generally titled **CITY OF EMERYVILLE "OLD" CITY HALL AND "NEW" CITY HALL EXTERIOR PAINTING AND CLEANING PROJECT NO. EPW-24104.**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Item Total" column, then the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

PROPOSAL (CONT.)

Project No. EPW-24104

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the item price.
- (2) As to the unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two (2) bonds in the sums to be determined as aforesaid with surety satisfactory to the Department of Public Works and provide the appropriate insurance certificates within ten (10) calendar days after the Bidder has received notice from the City Engineer that the Contract has been awarded, the City may, at its 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 of Emeryville. If the deadline to perform any act shall fall on a Saturday, Sunday or legal holiday of the City, then the deadline to perform said act shall fall on the next regular business day.

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, firms, or corporation and in submitting this proposal, the undersigned Bidder agrees that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans and specifications therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Emeryville in the form of a copy of the Contract annexed hereto 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 the Contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth, and that he will take in full payment therefore the following item prices to wit:

BID SHEET

Project No. EPW-24104

Contractor: Fresh Start Painting Co.

**CITY OF EMERYVILLE "OLD" CITY HALL
AND "NEW" CITY HALL EXTERIOR PAINTING AND
CLEANING**

EMERYVILLE, CALIFORNIA

Date: June 28, 2024

Plan Nos.: EPW-24104

✓ Amount rounded to Nearest:
\$.01

No.	CONTRACT BID ITEMS	Item Price
1	"Old" City Hall Exterior and Interior painting of the Exterior window sashes (42 new sashes provided under separate contract to be primed. 8 exiting curved windows to remain)	12,348
2	"Old" City Hall Repair as needed and repainting of all stucco surfaces	49,000
3	"Old" City Hall cleaning of concrete bench on south side	1,000
4	"Old" City Hall painting of all exposed field painted building and site work steel including but not limited to all guardrails, handrails and perimeter security fencing	5,880
5	"New" City Hall painting of all field painted steel building elements including but not limited to roof trusses, underside of metal deck, exposed flashing, metal pipes, etc. Also painting stucco soffits. <u>The existing steel stair on the south side of the building is excluded from the scope of work.</u>	67,080
6	"New" City Hall painting of all field painted steel site elements including but not limited to all guardrails, handrails and perimeter security fencing	3,000
7	Scaffolding for both buildings	34,000
Sub-Total BID SHEET "City of Emeryville"		172,308
TOTAL BID PRICE: City of Emeryville "Emeryville Old City Hall and New City Hall Exterior Painting"		172,308

Bidder: Fresh Start Painting Co.
Dorris Koutantos

D Koutantos / President
Authorized Signature / Title

PROPOSAL (CONT.) Project No. EPW-24104

Accompanying this proposal is Bidder's Bond
(Notice: insert the words CASH (\$), CASHIER'S CHECK, CERTIFIED CHECK, OR BIDDERS BOND)

in an amount equal to at least ten percent of the total of the Total Bid Price.

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.

Dorris Koutantos, President, CEO, Secretary
Emmanuel Koutantos, Vice President, CEO, Treasurer.

Licensed in accordance with an act providing for the registration of Contractors:

Contractor: License No. #1024821 - C-33

Licensee Name Dorris Koutantos

License Qualifier Emmanuel Koutantos

Date Issued 3/16/2017

Other License Classifications Hazardous Substances Removal: License No _____

Licensee Name (May be Subcontractor) _____

License Qualifier _____

Date Issued _____

DIR Registration Number _____

PROPOSAL (CONT.) Project No. EPW-24104

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda numbers 1 (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 of Public Contract Code Section 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury, under the laws of the State of California, that the Non-Collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

SIGN HERE>>>

by: D. Koultas
Dorris Koultas
its: Fresh Start Painting Co.
Date: June 28, 2024

END OF PROPOSAL

SECTION 4

Bond No. 8873

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Fresh Start Painting Co. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City of Emeryville, a municipal corporation located in Alameda County, State of California (hereinafter "City"), in the sum of TEN PERCENT OF THE AMOUNT OF THE BID (10%) being at least ten percent (10%) of the total amount of the Grand Total Bid Price, for the payment of which sum in lawful money of the United States of America to the City of Emeryville we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted said bid to the City for the **CITY OF EMERYVILLE "Emeryville Old City Hall and New City Hall Exterior Painting"** Project No. **EPW-24104.**

NOW, THEREFORE, the condition of the above obligation is such that if a Contract is awarded by the City within the time and in the manner required by the specifications for the Project, and a written Contract is entered into with the City and the requisite bond of bonds and insurance certificates are furnished, then this obligation shall become null and void, otherwise to remain in full force and effect for ninety (90) days following the public opening of bids for this solicitation.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys fee to be fixed by the Court.

Dated June 26, 2024.

TO BE CONSIDERED COMPLETE,
BOTH THE PRINCIPAL AND
SURETY MUST SIGN THIS
BIDDER'S BOND. IN ADDITION,
THE SURETY'S SIGNATURE MUST
BE NOTARIZED AND
THE SURETY'S POWER OF ATTORNEY
MUST BE ATTACHED. ORIGINAL
SIGNATURES ARE REQUIRED

Fresh Start Painting Co.

Principal

By: *[Signature]* ^{DK} 06/28/2024

Dorris Koutantos - President

Merchants Bonding Company (Mutual)

Surety

By: *[Signature]*

Les M. Mantle-Attorney in Fact
1440 N. Harbor Blvd., #610, Fullerton, CA 92835

Address of Surety

A
06/2
See A
Acknow
-Jt
→



CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Mateo)

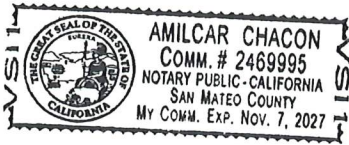
On June 28, 2024 before me, Amilcar Chacon, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Dorris Emmanuel Koutantos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Bidders Bond Document Date 06/28/24

Number of Pages 1 Signer(s) Other Than Named Above 0

Capacity(ies) Claimed by Signer(s)

Signer's Name [Blank] Signer's Name [Blank]
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing [Blank] Signer Is Representing [Blank]

08/24
Attached
Acknowledgment
rat

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ALAMEDA



ss

On _____, 2024 before me, _____
Notary Public, _____ personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Seal Above)

END OF BIDDERS BOND

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
On 0-26-2024 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Les M. Mantle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Mary Martignoni
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Les M. Mantle

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Merchants Bonding Company (Mutual)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Les M Mantle

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

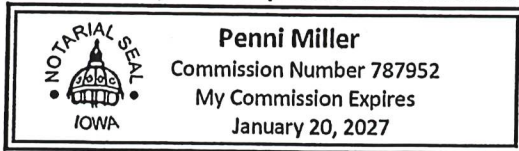


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June, 2024.



William Warner Jr.
Secretary

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS, the City of Emeryville, a municipal corporation located in Alameda County, State of California (hereinafter referred to as "City"), has entered into a Contract with _____, (hereinafter referred to as "Principal"), to construct the **CITY OF EMERYVILLE "OLD CITY HALL EXTERIOR RENOVATION AND "NEW" CITY HALL EXTERIOR PAINTING AND CLEANING PROJECT NO. EPW-24104.**; and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City in the penal sum of (\$ _____), lawful money of the United States of America, being not less than one hundred percent (100%) of the Contract Amount, to be paid to the City or its successors and assigns; for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

FURTHERMORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that upon Final Completion of the Contract, the above obligation shall be reduced to the amount of _____ Dollars, (\$ _____), being not less than twenty percent (20%) of the Contract Amount, and shall hold for a period of two (2) years, during which time if the above bound Principal, or its heirs, executors, administrators, successors, transferees, or assigns shall fail to make full, complete and satisfactory repair and replacements or totally to protect the City from loss or damage made evident during said period from the date of Final Completion of the Contract, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, or failure to satisfy the warranty as set forth in the Contract, the above obligation in said sum of \$ _____, shall remain in full force and effect, otherwise the above obligation shall be void.

Whenever Principal shall be declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at the City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall release or exonerate the Surety on this bond or in any way affect its obligations under this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

The Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against the Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event the City, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, Principal and the Surety, jointly and severally, agree to pay to the City or its successors or assigns, a reasonable sum on account of its attorney's fees incurred in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Emmanuel Koutantou
 Name
Partner
 Title
[Signature]
 Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

**Note: To be considered complete, both the Principal and an admitted Surety Insurer authorized by the California Insurance Commissioner to transact surety business in the State of California must sign the Performance Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney*

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the City of Emeryville, a municipal corporation located in Alameda County, State of California (hereinafter "City"), has awarded a contract to _____, (hereinafter "Principal"), to construct the **CITY OF EMERYVILLE "OLD CITY HALL EXTERIOR RENOVATION AND "NEW" CITY HALL EXTERIOR PAINTING AND CLEANING PROJECT NO. EPW-24104.**; and

WHEREAS, the Principal is required to furnish a bond in connection with the Contract, providing that if Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, for any work or labor thereon of any kind, or claims to which reference is made in Section 9554 of the Civil Code, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States of America, being not less than one hundred percent (100%) of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or its heirs, executors, administrators, successors, transferees, assigns, or subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractors and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond and will also pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 8152 of the Civil Code.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

**Note:*

To be considered complete, both the Principal and an admitted Surety Insurer authorized by the California Insurance Commissioner to transact surety business in the State of California must sign the Payment Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

GUARANTEE

TO THE CITY OF EMERYVILLE for construction of the following Project:

CITY OF EMERYVILLE "OLD CITY HALL EXTERIOR RENOVATION AND "NEW" CITY HALL EXTERIOR PAINTING AND CLEANING

PROJECT NO. EPW-24104.; and

By signing below, Contractor hereby warrants and guaranties to City of Emeryville all ("City") construction performed on this Project, including all material and equipment incorporated therein, as set forth below:

1. Pursuant to this Guarantee, Contractor agrees to unconditionally guarantee 1) the quality and adequacy of all of work provided on the Project including, without limitation, all labor, materials, workmanship, methods of installation, and equipment provided by Contractor and/or its Subcontractors (of all tiers) in connection with the Work under normal application, installation, and use and service conditions (collectively "Work"); and 2) that the work is fit for the purposes intended. The Guarantee provided hereunder shall become effective on the date of Substantial Completion; or where applicable, the Guarantee shall become effective on the first day following Substantial Completion of a specifically defined phase of the Project; or on such other date as may be specified elsewhere in the Contract Documents; and once effective, the Guarantee shall remain operative and shall bind Contractor as further described herein for a period of two (2) years, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents ("Warranty Period").

This Guarantee is in addition to any warranties or guarantees required or provided by the manufacturer or supplier or otherwise provided at law with respect to Contractor's duties, obligations and performance under the Contract Documents.

2. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within the Warranty Period.

3. If, within the Warranty Period, the Work, or any portion thereof, is found to be defective, the City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs performed by Contractor. Such repairs or replacements shall include, without limitation, removal of any such defective Work and replacement of such Work with Work that is not defective, and satisfactory correction, or removal and replacement of any damage to other Work or the work of others resulting therefrom.

If City elects to have said repairs or replacements performed by Contractor, Contractor shall promptly, without cost to City, and in accordance with City's written instructions, correct such defective Work. If City elects to perform the repairs or replacements, Contractor agrees to pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement by City. While carrying out correction, or removal and replacement of defective or nonconforming Work the Contractor must provide the same insurance specified before Contract acceptance. Nonconforming Work that is remedied pursuant to this Warranty shall be subject to an extended warranty obligation for the period of two (2) years after the acceptance of the repairs to the nonconforming work.

SECTION 5

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Fresh Start Painting Co. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on June 28, 2024

Fresh Start Painting Co.
Legal Company Name

By: Dimitrios Dorris Koutantaris

Title: President

Date: June 28, 2024

SECTION 6

SUBCONTRACTORS LIST

~~None~~ (PSP) (DF)

In accordance with Section 2-1.10 "Subcontractors List" of the Standard Specifications for this Contract, the following list of Subcontractors is submitted with the Proposal and made a part thereof.

1. Name of Subcontractor/Supplier The Scaffold Works, Inc.
License No. 267596
Dept. of Industrial Relations Registration No. #
Address 331 Irvington St, Daly City, CA
Work to be Performed Scaffolding
Bid Sheet Item No. 7
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

2. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

3. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

SECTION 7

WORKERS' COMPENSATION CERTIFICATE

To be executed by Bidder and submitted with bid

By signing below, Bidder is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Bidder will comply with such provisions before commencing the performance of the work of this Contract.

Firm Name Fresh Start Painting Co.

Signature of Authorized Official Dkontanos

Printed Name of Authorized Official Dorris Koutanos

Title of Authorized Official President

Date June 28, 2024

SAMPLE CONSTRUCTION CONTRACT

This Contract is made and entered into this day of _____, 202__, by and between CITY OF EMERYVILLE, a municipal corporation ("**City**") and _____ ("**Contractor**").

WITNESSETH:

WHEREAS, by Resolution No. _____, the City Council of the City of Emeryville has authorized the Director of Public Works to solicit public bids for **SAN PABLO AVENUE MIDBLOCK CROSSWALK PROJECT, Project No. EPW-19103, CIP No. 18221006** (the "**Project**"); and

WHEREAS, the City has conducted a public bidding procedure in compliance with all applicable laws; and

WHEREAS, Contractor submitted the lowest responsible bid; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **Contract Documents**

The following documents, including their respective exhibits and addenda (collectively "**Contract Documents**"), are by this reference incorporated in and made a part of this Contract in the following order of precedence:

- a. Amendments to this Contract
- b. Contract
- c. Addenda to Invitation for Bid
- d. Supplemental Specifications
- e. Instructions to Bidders
- f. City of Emeryville Standard Specifications
- g. State of California Department of Transportation Standard Plans (2015)
- h. State of California Department of Transportation Standard Specifications (2015)
- i. Project Plans, Specifications, and Contract Drawings for **SAN PABLO AVENUE MIDBLOCK CROSSWALK PROJECT, Project No. EPW-19103, CIP No. 18221006**
- j. Required bond documents
- k. Notice to Contractors
- l. Contractor's Bid and Proposal, as accepted by City
- J. Exhibit A: [Reserved]
- K. Exhibit B: Insurance Requirements

2. Scope of Work

In conformance with the Contract Documents, Contractor will furnish, all labor, materials, equipment, incidentals, transportation and disposal for services required in order to perform and complete the Project.

3. Price

The total amount to be paid under this Contract for all of the work set forth in Section 2 above is not to exceed \$ (DOLLARS) ("Total Contract Price"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract.

4. Time for Completion

After the Contract has been executed by City, Contractor shall begin work within **seven (7) calendar days** after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work to completion within **Thirty Five (35) working days** from the effective date of the Notice to Proceed. Liquidated Damages in the Amount of **\$900 per calendar day** will be assessed for failure to complete the contract work within the number of workdays specified.

5. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent

contractors who are directly responsible to the City, or for defects in design furnished by those persons

6. No Waiver

Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

7. Notices

Any notice required to be given by this Contract will be in writing and deemed effective upon personal delivery, or 1 business day after being sent via registered or certified mail return receipt requested or by overnight commercial courier providing next business day delivery and addressed to the following respective parties:

City
City of Emeryville
Attn: _____
1333 Park Ave
Emeryville, CA 94608

Contractor

8. Entire Contract

This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Contract shall be in writing.

9. Authority to Contract

Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.

IN WITNESS HEREOF, City and Contractor have caused this Contract to be executed as of the date first above written.

CITY OF EMERYVILLE

Christine Daniel, City Manager

Approved as to form:

City Attorney

Contractor

Firm Name: _____

Address: _____

Telephone: _____

Fax No: _____

Email Address: _____

SIGN HERE >>>

by: _____

its: _____