

EXPENDITURE CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

Original CMS # MKJIS AEZAI
(To be filled in by department)

Amendment CMS # AEZAI
(To be filled in by department)

Contract # 10476 A
(As originally issued by Auditor)

CONTRACTOR NAME: B Bros Constrction Inc. /
Subject of Contract: 1890 Alcatraz Remodel Project /

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. Scope of Services (required)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Payment Provisions (required)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Certification of Compliance with Equal Benefits Ordinance: EBO use current form on web * <u>see original</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Performance Bond/Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Payment Bond/Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Authorizing Council Resolution # _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # BLR 2017 - 005925
Requisition # 200895 / (Hard copy attached) Purchase Order # 113492 /
Budget Code 960 4401 440 3038 17E01 Council Approved Amount \$ _____

Was there any advance payment? No Yes If Yes, Advanced Amount \$ _____
If Yes, Purchase Order # _____

Original contract amount	\$ <u>34,500.00</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>0</u>
Amount added by this amendment	\$ <u>28,000</u>
Total/cumulative contract amount after amendment	\$ <u>62,500 /</u>
Contingency	\$ _____
COUNCIL APPROVED AMOUNT	\$ _____

RECEIVED
APR 24 2017
CITY AUDITOR

Routing and signatures:
All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

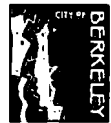
- Project Manager (PRINT NAME) Steven George McClung & Department AFCI Phone No. _____ Date 3/29/17
- Department Administrative Officer/Accounting _____ Date 4/10/17
- Manager of Engineering N/A _____ Date _____
- Department Head Heather Bell _____ Date 4/10/17
- Contract Administrator Hamilton _____ Date 4/17/17
- Budget Manager MR SB _____ Date 4/17/17

EXECUTED
4/20/17

Routing continues to the following persons, **who sign directly on the contract:**

- City Manager (Will not sign unless all signatures and dates appear above)
- City Auditor sgd (Initials)
- City Clerk: CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>
ExpendConstAmendContractReview - BBros032717



PROJECT TITLE: 1890 ALCATRAZ AVE
 CONTRACTOR: B-BROS CONSTRUCTION INC.

CMS NOS: WKJ15 & AEZAI
 CONTRACT NOS: 10476 and 10476A
 SHEET: 1 of 1

The Contractor is hereby directed to make the following changes or to do the following work not included in the Contract Documents. All new work herein described shall be done in accordance with the applicable provisions of the Contract Documents, except as specifically modified by this Change Order (CO). Unless specifically noted otherwise in this document, the agreed upon price(s) shown herein include consideration for all costs associated with the changed work including labor, material and equipment costs (including any delay and rescheduling), overhead, profit and any other costs arising directly or indirectly from the changed work.
 NOTE: This CO is not effective until signed by the City Manager or his designee.

DESCRIPTION OF WORK TO BE PERFORMED:

For the not to exceed price of \$28,000.00 the contractor shall provide additional labor and material and performance bond for their work at the ~~Center Street Parking Garage~~ **1890 Alcatraz Ave** (S)

SUMMARY FOR CHANGE ORDER #01 (See attached sheets for more detailed information):

C.O. ITEM #	REFERENCE(S)	DESCRIPTION	UNIT PRICE	TOTAL
1.1	Proposal #1	Patch/Paint all interior walls	\$13,750	\$13,750
1.2	Proposal #2	Remove sink/cap/Plumbing line/patch dry wall	\$850	\$850
1.3	Proposal #3	Add blinds to both sides of windows between exam rooms	\$650	\$650
1.4	Proposal #4	Clean entire building - Deep cleaning of all items listed in proposal #4	\$1,950	\$1,950
1.5	Proposal #5	Replaced damaged floor tiles in all areas listed in proposal #5	\$840	\$840
1.6	Proposal #6	Electrical Work	\$1,850	\$1,850
1.7	Proposal #7	Add additional electrical outlet	\$712	\$712
1.8	Proposal #8	Remove blank cover/install new outlet	\$145	\$145
1.9	Proposal #9	Install two barrel bolts on bathroom doors	\$100	\$100
1.10	Proposal #10	Install owner provided window	\$2,000	\$2,000
1.11	Proposal #11	Replace door closure and door holder	\$300	\$300
1.12	Proposal #12	Demo existing gate wall	\$325	\$325
1.13	Proposal #13	Reroute low-voltage power to lock	\$231	\$231
1.14	Proposal #14	Repair roof leak	\$1,800	\$1,800
1.15	Proposal #15	Add blinds to conference room and office doors with windows	\$1,000	\$1,000
1.16	Proposal #16	Remove surface mounted outlet outside electrical closet	\$250	\$250
1.17	Proposal #17	Add 5-20R outlet/receptacle at modular furniture below exit sign	\$712	\$712
1.18	Proposal #18	Change receptacle by back door to 5-20R receptacle	\$535	\$535
Subtotal for Proposal #Order		\$0	\$28,000	\$28,000
Bonds, Ins. & Taxes (1.68%)			\$0	\$0
TOTAL CHANGE ORDER #01				\$28,000

The Contract completion date is changed by this change order to allow an additional 25 working days. The substantial completion date is May 1, 2017 and the final completion date is June 30, 2017.

The Contract Amount due to this Change Order is hereby increased/decreased by \$28,000.00 to a new Contract Amount of \$62,500.00

Original Contract Amount	\$34,500.00
Exhibit B Authorized to Date (including this Exhibit B)	\$28,000.00
Current Contract Amount (including this CO)	\$62,500.00

SIGNATURES

We, the undersigned contractor, have given careful consideration to all aspects of the change proposed and hereby agree.

04/14/2017
 ACCEPTANCE DATE

 CONTRACTOR

CONSTRUCTION MANAGER - NAME & DATE
 Andrew Dan Denis M. Sherd 04/17/17

 APPROVAL DATE
 4/20/17
 J. Williams
 CITY OF BERKELEY

ATTEST FOR THE CITY OF BERKELEY

 DEPUTY CITY CLERK

Registered by:

 City Auditor

Scope of Work for Changes at 1890 Alcatraz

- Patch and paint all interior walls, including bathrooms and offices. Remove all items such as brackets, wall anchors, telephone brackets, misc. trim, pencil sharpener, etc. Color to match existing.
- Replace damaged tile in "kitchen" area
- Remove sink in electrical closet
- Provide outlet at new wall
- Connect power at modular furniture
- Clean interior of building. Work to include, but not limited to, deep cleaning carpets, dust all surfaces, polish and wax floor, clean all windows and mirrors, clean inside and outside of counters, clean and sanitize bathrooms, etc.
- Add two barrel bolts to client bathroom
- Add electrical outlets for two copier/printers
- Add electrical outlet for fax machine
- Recess existing outlet in file storage area
- Change receptacle by back door to 5-20R
- Add blinds to both sides of window in patient room
- Install owner provided slider window
- Demo existing gate wall
- Provide power to lock
- Repair roof leak

Appendix B.

Payment Provision

City of Berkeley will pay Contractor a total not to exceed amount of: \$62,500.00. Payment will be made subject to a complete and accurate invoice and upon the City's acceptance of completion. The City must receive the final invoice from the contractor no later than thirty (30) calendar days after the contract expires.

END OF DOCUMENT

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: <u>BBROS Construction Inc</u>	Vendor No.:
Address: <u>2988 Teagarden St.</u> City: <u>San Leandro</u> State: <u>CA</u> ZIP: <u>94577</u>	
Contact Person: <u>Elvedin or Izet Pandic</u>	Telephone: <u>510-351-3048</u>
E-mail Address: <u>bids@bbroscon.com</u>	Fax No.: <u>510-351-9575</u>

SECTION 2. COMPLIANCE QUESTIONS

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

SECTION 3. PROVISIONAL COMPLIANCE

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this 17 day of January in the year 2017 at San Leandro, CA
(City) (State)

ELVENIA PANDIC
Name (please print)

[Signature]
Signature

PRESIDENT
Title

Federal ID or Social Security Number

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leaders Choice Insurance Services Inc. 2520 Venture Oaks Way, Suite 310 Sacramento, CA 95833	CONTACT NAME: PHONE (A/C, No, Ext): (866) 211-2123 FAX (A/C, No): (866) 913-7036 E-MAIL ADDRESS: info@leaderschoiceins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED B Bros Construction, Inc. 2988 TEAGARDEN STREET San Leandro, CA 94577	INSURER A: Colony Insurance Company NAIC # 39993	INSURER B: Ohio Security Insurance Company NAIC # 24082
	INSURER C: Financial Pacific Insurance Company NAIC # 31453	INSURER D: Everest National Insurance Company NAIC # 10120
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR LWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	101 GL 0033743-02	09/27/2016	09/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAS (17) 57359177	05/26/2016	05/26/2017	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			27305534	09/27/2016	09/27/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7600016692161	08/23/2016	08/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CMS# MKJ15
 The City of Berkeley is named as additional insured per forms U156-0310 & CA 88 10 01 13
 Insurance is primary & non contributory
 a waiver of subrogation applies per forms U047-0310 & CA 88 10 01 13

CERTIFICATE HOLDER City of Berkeley Health, Housing & Community Service Department 2180 Milvia St 2nd Floor Berkeley, CA 94704	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED	AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED

It is further agreed that this insurance shall be Primary and Non-Contributory but only in the event of a Named Insured's sole negligence.

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

"Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional

insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.