

R. C. Burke



FILED

INVITATION FOR BID

OCT 11 2006

By The
Office of The City Clerk

TITLE REPORT SEARCH SERVICE

Date and Time Bid Due

Bid No.

B074651002

CITY OF SACRAMENTO

CODE ENFORCEMENT
DEPARTMENT

October 11, 2006 at 2:00 PM

Bids are to be delivered at the
City Clerk's Office, Historic City
Hall, 915 I Street Sacramento,
CA 95814

Velva McLaurin

The return of a signed copy of this
form shall constitute a promise to
supply in accordance with all terms
and conditions shown herein.

C
O
N
T
R
A
C
T
O
R

ATR, LLC
20212 Redwood Rd.
Suite 203
Castro Valley, CA
94546

S
H
I
P
T
O

F O B. City of Sacramento, Freight Prepaid
and Allowed:

CITY OF SACRAMENTO
Code Enforcement Department,
Housing and Dangerous
Buildings
2800 Meadowview Road
Sacramento, CA 95832
Attn. Ron O'Conner

BIDDER

By (Signature)

Print Name

R. C. BURKE

Title

partner

Contractor Phone No.

(510) 538-0610

Contractor Fax No.

(510) 538-0702

Federal ID No.

94-3279578

Payment Terms

net 30

E-Mail Address

atr carol at
pac bell. net

For furnishing to the Code Enforcement Department – Title Report Search Services, See Bid Section for Bid Proposal Items

Contact for information: Rachel Rosas at 916/808-5918

09/25/06

Date Sent:

Rachel Rosas

Prepared by:

(Fold Here Second - Then Seal With Tape)

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814-2714



City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814-2714

(Fold Here First)

****ITEMS REQUIRING BIDDER RESPONSE****

NOTE: *Bidders must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.*

1. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a Small Business Enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as a Small Business Enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as a Small Business Enterprise.

2. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *Emerging Business Enterprise*? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as an Emerging Business Enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as an Emerging Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:

NOTE: SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as either a SBE or EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax** and have a **current Business Operations Tax Certificate**.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, First Floor, Sacramento, CA 95814, or telephone (916) 808-8500.

****INTEREST IN MORE THAN ONE BID/QUOTATION****

Unless otherwise specified, more than one quotation/bid received from an individual, firm, partnership, corporate affiliate, or association under the same or different names, in response to a single solicitation, will be rejected. Such rejection will result in rejection of all bids/quotations in which the offeror is interested.

| | |
|-------------------------------------|-----------------------------|
| DATE BID OPENED | 10-11-06 |
| EMPLOYEE INITIALS | V.M. |
| MARK ONE BOX FROM EACH ITEM ONLY | |
| BID SECURITY | |
| <input type="checkbox"/> | NONE REQUIRED |
| <input checked="" type="checkbox"/> | PROPERLY SIGNED |
| BID DEPOSIT TYPE | |
| <input checked="" type="checkbox"/> | BID BOND |
| <input type="checkbox"/> | CALIF. BANK CASHIER'S CHECK |
| <input type="checkbox"/> | CERTIFIED CHECK |
| <input type="checkbox"/> | CASH |
| <input type="checkbox"/> | CALIF. BANK MONEY ORDER |
| AFTER AWARD OF BID | |
| <input type="checkbox"/> | SECURITY RETURNED |
| <input type="checkbox"/> | SECURITY ACCEPTED |
| EMPLOYEE INITIALS _____ | |

BID

BID NO. B074651002

FOR SERVICES/SUPPLIES: Title Report Search Services, City of Sacramento

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract." By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

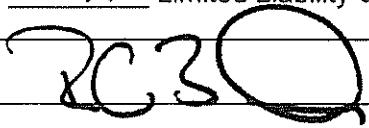
To Be Filled Out By Bidder

NAME OF CONTRACTOR: ATR, LLC
ADDRESS: 20212 Redwood Road, Suite 203, ^{Castro}Valley, CA 94546
PHONE #: (510) 538-0610 FAX #: (510) 538-0702
STATE TAX I.D. #: ? FED. TAX I.D. #: 94-3279578

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor Corporation
 Partnership Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 
PRINT NAME: R.C. Burke
TITLE: partner

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$_____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$_____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

In compliance with the contract documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes, incidentals, and supplies necessary to accomplish all services as required for:

**TITLE REPORT SEARCH SERVICES, SACRAMENTO, CALIFORNIA
 INVITATION-FOR-BID NUMBER B074651002**

In the City and County of Sacramento, California

The City of Sacramento intends to select a title search contractor to provide Title Report/Lot Book Search Services. The contract period is from date of award to 365-calendar days thereafter. The contractor shall be capable of performing all title searches, title reports, and lot book guarantee services as outlined in the Scope of Work and in conformance with the contract contained herein.

The work is to be done in strict conformity with the contract documents now on file in the office of the City Clerk for the following sum:

| LINE ITEM NO. | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PRICE |
|--|---------------------|------------|-----------------------|------------------|-------------------|
| BASE YEAR | | | | | |
| 01 | Residential Parcels | One | Each | \$ <u>135.00</u> | \$ <u>135.00</u> |
| 02 | Commercials Parcels | One | Each | \$ <u>200.00</u> | \$ <u>200.00</u> |
| 03 | Linked Parcels | One | Per Parcel | \$ <u>Ø</u> | \$ <u>Ø</u> |
| 04 | Training Sessions | <u>Two</u> | Each | \$ <u>500.00</u> | \$ <u>1000.00</u> |
| Total Estimated Price for the Base Year (Line Items 01-04) | | | | | \$ <u>1335.00</u> |
| OPTION YEAR ONE | | | | | |
| 101 | Residential Parcels | One | Each | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 102 | Commercials Parcels | One | Each | \$ <u>200.00</u> | \$ <u>200.00</u> |
| 103 | Linked Parcels | One | Per Parcel | \$ <u>Ø</u> | \$ <u>Ø</u> |
| 104 | Training Sessions | <u>Two</u> | Each | \$ <u>500.00</u> | \$ <u>1000.00</u> |
| Total Estimated Price for the Option Year One (Line Items 101-104) | | | | | \$ <u>1350.00</u> |
| OPTION YEAR TWO | | | | | |

| | | | | | |
|-----|---------------------|-----|------------|------------------|-------------------|
| 201 | Residential Parcels | One | Each | \$ <u>165.00</u> | \$ <u>165.00</u> |
| 202 | Commercials Parcels | One | Each | \$ <u>200.00</u> | \$ <u>200.00</u> |
| 203 | Linked Parcels | One | Per Parcel | \$ <u>Ø</u> | \$ <u>Ø</u> |
| 204 | Training Sessions | Two | Each | \$ <u>500.00</u> | \$ <u>1000.00</u> |

Total Estimated Price for the Option Year One (Line Items 201-204) \$ 1365.00

Total Estimate Price for Base and Option Years One and Two \$ _____

ATR, LLC
Name of Firm
R.C. Burke
Contractor's Name
[Signature]
Contractor's Signature
10-9-06
Date

PRICING SCHEDULE NOTES

(1) In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure(s).

When an unit price is required to be set forth in the bid, and the total for the unit set forth separately does not agree with a figure which is derived by multiplying the unit price times the Project Manager's estimate of the quantity of work to be performed for said unit, the unit price shall prevail over the sum set forth as the total for the unit unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such unit of work shall be based upon the unit price and not the total price. Should the bid contain only the total price for the unit and the unit price is omitted, the City shall determine the unit price by dividing the total price for the unit by the Project Manager's estimate of the estimated quantities of work to be performed as units of work.

If the bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and therefore "unacceptable."

(2) Prices must be submitted on all individual line units of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable."

(3) The Bidder/Offeror shall distribute his indirect costs (overhead, profit, etc.) over all of the units in the Pricing Schedule. The City of Sacramento will review all submitted

Pricing Schedules for any unbalancing of the units. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable."

(4) The option items may be exercised at any time up to within 30 calendar days of the contract completion date. If Contractor has performed in a satisfactory manner in accordance with the terms and conditions of the contract, and the Scope of Work, the City has the unilateral right to exercise the subsequent option periods. However, in no case shall the renewal extend beyond three years from date of award of the original contract.

(5) The quantities listed are estimated usage. This estimate is given only as guideline for preparing your bid and shall not be construed as actual quantities to be purchased.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for errors or omissions on the part of the undersigned in making up this bid proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this bid proposal. The bid proposal includes the following addenda:

| | |
|-----------------|-------------------|
| Addenda # _____ | Date Issued _____ |
| Addenda # _____ | Date Issued _____ |
| Addenda # _____ | Date Issued _____ |

(6) State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

By:

RC30 RC30

(Signature)

R.C. Burke

(Print or Type Name)

Partner

(Title)

20212 Redwood Road, Suite 203

(Address)

Castro Valley, CA 94546

(510) 538-0610

(Telephone Number)

(510) 538-0702

(Facsimile Number)

atrcarol@pacbell.net

(Email)

Contractor's License _____

Type _____

Expiration Date _____

State _____

Federal Tax I.D. No. 94-3279578

City of Sacramento Business Operation Tax Certificate No. _____

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

ATR, LLC

Name of Contractor

20212 Redwood Rd. Suite 203, Castro Valley, CA
Address 94546

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination in Employee Benefits by City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54, of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by Federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits:

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 5(a) through 4(i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50 00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

8. I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

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 the Contractor to the provisions of this Declaration.

RC30
Signature of Authorized Representative

10-9-06
Date

ATR, LLC
Company

R. C. Burke
Print Name

partner
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On _____ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for _____ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract

The included employee benefits are:

- Bereavement Leave
- Pension and Retirement Benefits
- Family Medical Leave
- Health Benefits
- Any other Benefits given to Employees
- Moving Expenses
- Vacation
- Membership or Membership Discounts
- Travel Benefits
- Disability, Life, and other Types of Insurance

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento, Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners

The included employee benefits are:

- Bereavement leave
- Disability, life, and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento, Contract Services Unit
915 I St , 2nd Floor
Sacramento, CA 95814

Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: ATR, LLC

Address: 20212 Redwood Road, Suite 203, Castro Valley, CA
94546

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

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 the Contractor to the provisions of this Declaration.

RC30
Signature of Authorized Representative

Date: 10-9-2006

Print name: R. O. Burke

Title: partner