

INVITATION FOR BID

BID BOOKLET

For
Navarro-by-the-Sea Center for Riparian & Estuarine Research
Historic Captain Fletcher's (Navarro) Inn at Navarro Beach
Stabilization Project

Located at:

Navarro River Redwoods State Park
500 Navarro Beach Road
Mendocino County,

CA

May 31, 2012

Navarro-by-the-Sea Center for Riparian & Estuarine Research
P.O. Box 1710
Mendocino, California 95460
707-877-3477
beach127@aol.com

TABLE OF CONTENTS

	Number of Pages
Cover Page	1
Table of Contents	3
Invitation to Bid	1
Instructions to Bidders (Document 00200)	7
Bidders Qualifications (Document 00120)	2

Sample Contract and Other Required Documents:

Bid Form (00400) (Sample)	1
Schedule of Bid Prices (Document 00410) (Sample)	5
Bidder's Qualifications Statements (Document 00450)	4
Contractor References (Sample)	2
Bidder's Bond (Sample)	1
Subcontractor List (Document 00435) (Sample)	1
Substitutions (Sample)	2
Questions on Bid Docs (Sample)	1
Standard Form for Agreement between Owner and Contractor (A101Sample)	7
General Conditions – Section 00700	15
Supplemental General Conditions	x

SPECIFICATIONS:

DIVISION 0 – SUPPLEMENTAL CONDITIONS

00803 – Mined Products and Materials	1
00804 – Disposal of Refuse	1
00810 – Constraints and Requirements	3

DIVISION 1 – PROJECT REQUIREMENTS

01010 – Summary of Work	7
01030 – Alternates	1
01040 – Coordination	3
01045 – Cutting and Patching	2
01050 – Field Engineering	2
01250 – Contract Modifications	3
01290 – Payment Procedures	3
01300 – Submittals	6
01400 – Quality Control	2
01500 – Construction Facilities	5
01600 – Materials and Equipment	2
01630 – Substitutions	3
01700 – Project Closeout	4

DIVISIONS 2 – SITE WORK

02060 – Building Demolition	5
02070 – Deconstruction	7
02071 – Protection and Salvage of Historic Elements	7
02100 – Hazardous Materials	6
02300 – Earthwork	11
02471 – Sensitive Environmental Resources	5

DIVISION 3 – CONCRETE

See Sheet SO.1 by the Structural Engineer in the Construction Drawings

DIVISION 4 – MASONRY

Not used

DIVISION 5 – METALS

See sheet SO.1 by the Structural Engineer in the Construction Drawings

DIVISION 6 – WOOD AND PLASTICS

06100 – Rough Carpentry	3
06200 – Finish Carpentry	4
06250 – General Wood Restoration	6

Also see Sheet SO.1 by the Structural Engineer in the Construction Drawings

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07210 – Building Insulation	5
07311 – Asphalt Shingles	5
07461 – Wood Cladding	4
07620 – Sheet Metal Flashing and Wood Gutters	4
07910 – Joint Sealants	6

DIVISION 8 – DOORS AND WINDOWS

08200 – Wood Doors	5
08610 – Wood Windows	5

DIVISION 9 – FINISHES

09560 – Wood Flooring	4
09900 – Painting	7

DIVISION 11 – EQUIPMENT

Not Used

DIVISION 12 – FURNISHINGS

Not Used

DIVISION 13 – SPECIAL CONSTRUCTION

Not Used

DIVISION 14 – CONVEYING SYSTEMS

Not Used

DIVISION 15 - PLUMBING / MECHANICAL

Not Used

DIVISION 16 – ELECTRICAL

16010 – Electrical Design Build Provisions6

CONSTRUCTIONS DRAWINGS 26

Questions on Bid Documents (Optional Form) 1

Bid Forms to be completed and submitted with bid package:

Bid Form Checklist (Document 00200)

Bid Form (Document 00400)

Schedule of Bid Prices (Document 00410)

Bidder's Bond or Cashier's Check

Subcontractor List (Document 00435)

Substitution Request (Document 00440)

Bidder's Qualification Statement (Document 00450)

Navarro-by-the-Sea Center for Riparian & Estuarine Research

ADVERTISEMENT FOR BIDS NOTICE TO CONTRACTORS

Sealed bids will be received by Navarro-by-the-Sea Center for Riparian & Estuarine Research (NSCR) before the deadline on July 2, 2012. Bids must be addressed to "NSCR, P.O. Box 1710, Mendocino, CA 95460" postmarked by Friday, June 29, 2012. On Monday, July 2, 2012 at 4:00p.m., bids will be opened and read before representatives of the NSCR Board at a location to be determined and announced for all registered interested bidders in performing the work as follows:

Furnish all labor, materials, tools and equipment necessary to perform the stabilization project for the Historic Captain Fletcher's Inn (Navarro Inn) at Navarro Beach, located at Navarro River Redwoods State Parks, in Mendocino County, California in accordance with the specifications therefore and such addenda thereto as may be issued prior to the bid opening.

License Required: B – General Building Contractor and other certifications as specified.
Estimated cost of project: \$400,000

Experience Required: Prime contractor shall have a minimum of two (2) projects listed on an historic resources inventory at the Federal, State or local level completed within the past eight (8) years. The projects shall have a wood frame component and be equal to or larger than 3,000 square feet.

The bidder agrees to complete all work within one hundred twenty (120) calendar days from the date of written notice to commence work. This includes ten (10) calendar days for the contractor to begin work.

Mandatory Pre-Bid Site Visit: To be held at 10 a.m. on Friday, June 15, 2012. Contractors are to meet at the Navarro Inn, 500 Navarro Beach Road. Site visit will take approximately 3 hours and will be an opportunity for contractor to make a detailed inspection of building prior to bidding. **Attendance is mandatory.** Prime contractor or one of his/her permanent employees must attend the pre-bid site visit.

Bids must be submitted for the entire work described therein. Consideration will be given to bids that include optional in-kind and material donations in meeting the minimum match requirements of the major grant funder for this project, the California Cultural and Historical Endowment, under their Round 4 grant program.

Successful bidder shall provide Payment Bond and Performance Bond, and meet all insurance requirements required by NSCR and State Parks.

Bid packets are available electronically on the NSCR web site, www.navarro-by-the-sea-center.org, under the "Round 4 Bid Documents" page. Requests for additional project or contract information contact Jim Martin (707) 877-3477 or via email at "beach127@aol.com".

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

- A. The Bid Documents consist of the Advertisement for Bids, Notice to Contractors, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, the Drawings, the Project Manual, and all Addenda issued prior to receipt of Bids. The Project Manual includes the Documents and Specification Sections listed in the Table of Contents.
- B. All definitions set forth in the General Conditions (Document 00700) and in other Contract Documents are applicable to the Bid Documents.
- C. Addenda are written or graphic instruments issued by the Project Representative prior to the receipt of Bids which modify or interpret the Bid Documents by additions, deletions or other changes.
- D. A Bid is a complete and properly executed offer, submitted in accordance with the Bidding requirements, to provide products and services and to perform the Work in accordance with the requirements of the Contract Documents.
- E. The Total Bid Price is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents.
- F. A Bidder is a person or entity who submits a Bid.

1.2 ISSUANCE OF BID DOCUMENTS

- A. Bid documents are available for download on the Project Representative's website at "www.navarro-by-the-sea-center.org". Click on the "Round 4 Bid Documents" page to download respective files, including the Invitation to Bid – Bid Booklet, Contract Specifications, Architectural Drawings, and Structural Calculations and Drawings. Hard copies may be made by interested Bidder by downloading the files and printing them.

1.3 EXAMINATION OF BID DOCUMENTS AND SITE

- A. If a bidder objects on any ground to any bid specification or legal requirement imposed by this Specification, the bidder shall, not more than ten calendar days after this Contract is advertised, provide written notice to the Project Representative setting forth with specificity

the grounds for the objection. The failure of a bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

- B. Before submitting a Bid, Bidder shall carefully examine the Bid Documents, visit the Site, and fully inform themselves of existing conditions and limitations, including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding of the materials to be furnished, Work to be performed or of actual conditions at the Site, it being understood that the tender of a Bid carries with it the agreement to complete all Work and comply with all conditions specified herein and indicated in the Bid Documents. Funds are limited for this project and
- C. **Mandatory Pre-Bid Site Visit:** To be held at 10 a.m. on Friday, June 15, 2011. Contractors are to meet at Captain Fletcher's (Navarro) Inn at 500 Navarro Beach Road, Navarro River Redwoods State Park promptly beginning at 10 a.m. Site visit will take approximately 3 hours. Attendance is mandatory. Prime contractor or one of his/her permanent employees must attend the pre-bid site visit. Navarro Inn will be open for detailed inspection following project introduction, but contractor must bring own equipment and must sign waiver of liability before entering the building.
- D. Reference Documents: Reference is made in the Bid Documents to information available to Bidders, such as geotechnical investigation reports, original drawings of existing buildings and improvements or underground facilities, hazardous materials survey reports, or environmental assessment information, relating to existing conditions at the Site which have been utilized by NSCR and its consultants in preparation of the Contract Documents and which are generally referred to in the Contract Documents as "Reference Documents". Copies of such Reference Documents are available to Bidders on the NSCR website. Bidders are required to examine and become familiar with their contents prior to submitting their Bid. All statements, findings and interpretations in said Reference Documents are those of the individual preparers of the respective documents, and the NSCR makes no representations as to the accuracy of said Reference Documents, except as specifically provided in the Bid Documents.
 - 1. The Reference Documents are available for examination on line at "www.navarro-by-the-sea-center.org", under the "Planning/Construction - CCHE Grant" page.
- E. Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other contractors at the Site and which may affect the scheduling of the Work.
- F. Bidder shall include in its Total Bid Price, the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.
- G. It is understood that information about hazardous materials, physical or other conditions or obstructions, indicated on the Bid Documents, has been obtained with reasonable care and has been recorded in good faith. There is no express or implied warranty that such information is correctly shown. Bidder must take into account the possibility that actual conditions affecting cost or quantities of Work may differ from those indicated on the Bid Documents.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder of the following:

1. Bidder has complied with every requirement of this Article "Examination of Bid Documents and Site"
2. Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception; and
3. Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work.

1.4 INTERPRETATIONS AND ADDENDA

- A. Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, the Bidder shall notify at once the Project representative in writing using the Questions on Bid Documents (QBD) form attached to this Document and deliver them electronically as a single pdf file emailed to "beach127@aol.com" to the attention of:

Project Representative:
Jim Martin
Navarro-by-the-Sea Center for Riparian & Estuarine Research (NSCR)
P.O. Box 1710
Mendocino, CA 95460

- B. If the response to a QBD is not already contained in the current Bid Documents and resolution of the question is considered necessary by the Project Representative, then the Project Representative will, time permitting, issue a written clarification in the form of an Addendum to all Bidders of record.
1. Only clarifications contained in an Addendum will be binding.
 2. The Project Representative will not be responsible for oral explanations or interpretations of the Bid Documents.
- C. The products specified in the Bid Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable to the Project Representative. To obtain acceptance of unspecified products, Bidders shall submit written requests at least 10 days prior to the date of receiving Bids using the QBD form accompanied by a Request for Substitution form (Document 00440) together with required supporting documentation.
1. The burden of proof of the merit of the proposed substitute item is upon the Bidder.
 2. The Project Representative's decision of approval or disapproval of a proposed substitute item will be final.
 3. If the Project Representative approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
- D. Questions or requests for substitution received less than 10 days prior to the date of receiving Bids may not be answered.
- E. A mandatory pre-bid conference will be held at the place and on the date and time specified in the Advertisement for Bids and Notice to Contractors for discussion of the Contract Documents and specific project requirements. The Project Representatives will be present at the pre-bid conference to receive questions. Subsequently, an Addendum incorporating the Project Representative's Responses to questions or QBDs will be issued and posted on the NSCR website, if deemed necessary.

- F. Bidder is required to attend the pre-bid conference.

1.5 BID SECURITY

- A. A bid security, in an amount equal to 10 percent (10%) of the total Bid Price, shall be submitted with each Bid on the provided Bidder's Bond.
- B. The bid security may also be in the form of a corporate surety bond or an irrevocable letter of credit on a bank or trust company doing business and having an office in the State of California.
- C. The bid security may also be in the form of a certified check on a bank or trust company doing business in the State of California
- D. A Bid Bond form shall be submitted unless the Bid is accompanied by a certified check or irrevocable letter of credit.
- E. Bidder should refer to Document 00700, Paragraph 11.02 for additional bond requirements.

1.6 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to section 6.21J of the San Francisco Administrative Code, Bidder must submit on the Subcontractor List form attached to the Bid forms (refer to Document 00435) information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent if the Contract is awarded to Bidder. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit the Subcontractor List form with its Bid.
- B. Bidder shall list on the Bidder's General Information form attached to the Bid Form its current contractor license number and business tax registration certificate number, as well as the current contractor license number business tax registration certificate number for each Subcontractor listed on the Subcontractor List. If the apparent low Bidder fails to list such registration numbers, the apparent low Bidder shall furnish such numbers when the Contract is awarded.
- C. In accordance with the provisions of the California Business and Professions Code section 7028.15, a bid submitted to the NSCR by a contractor who does not hold the license(s) required to perform the Work, issued in accordance with chapter 9 of the Business and Professions Code, shall be considered non-responsive and shall be rejected by the Project Representative.

1.7 BID FORM

- A. General:
 - 1. The Bid shall be made on the Schedule of Bid Prices form (Document 00410) attached to the Bid Form (Document 00400).
 - 2. In the event that there is more than one Bid item in the Bid Schedule, the Bidder shall furnish a price for all Bid items in the Bid Schedule and failure to do so will render

the Bid as non-responsive and will be cause for its rejection. In determining the successful Bidder, only the total of all Bid items and, if appropriate, Alternates selected by the Project Representative will be considered. No award will be made based on the individual Bid items.

3. The Project Representative reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
4. In case of discrepancy between the sum of Bid item amounts and the Total Bid Price, the sum of said amounts shall prevail.
5. In the case of discrepancy between words and figures, the words shall prevail.

B. Alternates:

1. Alternates are listed in the Schedule of Bid Prices which in this project are additive. The Project Representative will select alternates based on available funds and other factors. The Project representative will adhere to a construction budget, which has been ascertained at the time of Advertisement for Bids. The Project Representative's prioritization of alternates and the amount available in the construction budget will be announced immediately before the opening of the Bids.
2. Bidder should bid all alternates, however failure to bid all alternates will be cause for rejection of a Bid. In the event that the Project Representative selects an alternate for which Bidder did not submit a price, then Bidder's Bid will be deemed non-responsive and will be cause for its rejection.
3. Alternates shall cover additional costs of alternate Work as indicated on the Bid Documents only and shall not include the Work of the base bid or other Bid items of the Total Bid Price. The alternate price shall include such amount as Bidder deems appropriate for overhead and profit.
4. Bidder further proposes and agrees that, should additional construction funds become available for the Navarro Inn Stabilization Project, alternates not selected by the Project Representative at the time of award may be incorporated into the Contract by Change Order, based on Bidder's original alternate amount named on the Schedule of Bid Prices, within 3 months from the date of the of the Project Representative's written notification of award of the Contract.

1.8 SUBMISSION AND OPENING OF BIDS

- A. Bids shall be submitted to mailing address "NSCR, P.O. Box 1710, Mendocino, CA 95460" postmarked no later than Friday, June 29, 2012, or as subsequently specified if changed by an Addendum.
 1. The deadline for submitting Bids will be the time stated in the Advertisement for Bids. No Bids received after the specified date and time will be accepted, unless subsequently specified if changed by an Addendum.
- B. Bidder shall fill in all blanks as appropriate on the Bid Form and shall submit with its Bid the forms listed in the Bidding Forms Checklist appended to this Document, properly completed and executed.
- C. Envelopes containing Bids shall be sealed, addressed to Project Representative, and designated as "Bid for the NAVARRO INN STABILIZATION PROJECT. Envelopes shall bear the name and address of the Bidder.

- D. Bids that are mailed or sent by messenger service shall have the previously described envelope placed inside an envelope addressed as described in Paragraph A of this Article "Submission and Opening of Bids". It shall be Bidder's responsibility to see that Bids are sent in sufficient time to be received at that address and taken to the place of the Bid opening prior to the time specified in the Advertisement for Bids.
1. Bids submitted by facsimile transmission (faxed) will be rejected.
- E. Bids which are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid or Bid Documents may be rejected as incomplete or qualified.
- F. All Bid data, except signatures, shall be typed or printed legibly in ink. Mistakes may be crossed out and corrections inserted adjacent, with each correction initialed in ink by the signer of the Bid.
- G. Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Bid by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature and title of the person executing. The name and title of the person executing shall also be typed or printed below the signature.
- H. The Project Representative reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
- I. Bids will be opened and read in public; subsequently, the Project Representative will furnish Bid tabulations to a Bidder who requests said information.
1. Bidders requesting information on the Bid results shall make such requests in writing at least 24 hours after the receipt of Bids to:

Jim Martin,
NSCR
P.O. Box 1710
Mendocino, CA 95460

1.9 WITHDRAWAL OR REVISION OF BID

- A. Any Bid may be withdrawn or revised prior to the scheduled time for the receipt of Bids.

1.10 AWARD OF CONTRACT

- A. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid based on the lowest overall cost to NSCR for the Total Bid Price with or without the additive alternate(s) selected by the Project Representative, and considering all factors, as follows:
1. If the Total Bid Price of the responsible Bidder who submits the lowest responsive Bid does not exceed the construction budget amount, then the Contract will be awarded to the responsible Bidder who submits the lowest responsive Bid and who's Total Bid

- Price together with the greatest number of additive alternates selected by the Project Representative, with priority given to Alternate Two (Re-roofing), does not exceed the construction budget amount.
2. If the Total Bid Price of the responsible Bidder who submits the lowest responsive Bid exceeds the construction budget amount, the awarded contract can be modified/amended to reflect the actual construction budget amount available.
 3. The Project Representative reserves the right to award the Contract to the responsible Bidder who submits the lowest responsive Bid.
 4. NSCR must achieve minimum match requirements for eligibility of the Round 4 California Cultural and Historical Endowment (CCHE) Grant funds, and will consider optional in-kind donations of labor and / or materials and / or equipment from Bidders in use in meeting this requirement as one of the factors in awarding the Contract to responsive Bids. Additional information on the minimum match requirement under the Round 4 CCHE Grant will be provided during the mandatory pre-bid site visit, including forms to be completed if Bidders elect to make an optional in-kind donation.
- B. The Project Representative will issue a written notification of award of the Contract to the successful Bidder.

1.11 CONTRACT SECURITY

- A. Article 11 of the General Conditions (Document 00700) sets forth the NSCR's requirements as to performance and payment (labor and material) bonds.
- B. When the successful Bidder delivers the executed Agreement, it must be accompanied by the required performance and payment bonds.

1.12 EXECUTION OF CONTRACT

- A. The successful Bidder shall deliver within 10 working days after the date of the Project Representative's written notification of award of the Contract the following properly completed and signed documents to NSCR:
1. Two original copies of the Contract Agreement with the successful Bidder's signature affixed thereto.
 2. Performance bond and payment (labor and material) bond (Document 00610), 1 original copy of each.
 3. Insurance certificates and endorsements, 1 original copy of each as required in the General and Supplemental Conditions, Document 00700.

END OF DOCUMENT

DOCUMENT 00120

BIDDER'S QUALIFICATIONS

1.1 SUMMARY

- A. Each Bidder will be required to demonstrate to the satisfaction of the Project Representative(s) that it possesses the necessary qualifications to perform the Work covered under this Contract.

1.2 REQUIREMENTS

- A. As a condition of the acceptance of Bids, all Bidders, and any other Bidder so requested, shall submit to the Project Representative an affidavit citing experience on similar projects as part of the Bid package (see Article 1.3 below).
 - 1. Failure to conform to this requirement will be considered a non-responsive Bid and will not be qualified for consideration by the Project representative.
 - 2. The completed experience statement shall be submitted as part of the Bid.
 - 3. Prior to determining the lowest Bidder, the Project Representative will determine if the Bidders are qualified.
 - 4. The entity submitting a Bid must hold a minimum "B" type Contractor's License, and all related certifications and licenses required for completion of Work.
- B. The Project Representative will promptly notify apparent low Bidder in writing if, after due investigation, there is any reasonable objection to any such proposed person, entity, or quality of past experience.
 - 1. If apparent low Bidder does not meet the required qualifications, the next lowest apparent low bidder who qualifies will be awarded the Contract.
 - 2. Any person, entity or quality of past experience listed for which the Project Representative does not make a written objection before award of the Contract will be deemed a qualified Bidder.
 - 3. No acceptance by the Project Representative of any such person or entity shall constitute a waiver of the right of the Project Representative to reject defective work.

1.3 QUALIFICATION REQUIREMENTS

A. All Bidders (General Contractor) must provide:

1. Evidence of work on two projects listed on an historic resources inventory at the Federal, State or local level completed within the past eight years. The projects shall have a wood frame component, and be equal to or larger in square footage than the Navarro Inn. The evidence shall include the inventory type and listing designation (for example: National Register of Historic Places, listing number xxxx). Include photographs, and a narrative describing the scope of work and the Bidder's role.
2. General Contractor's company profile and description
3. Resumes for key team members including the proposed Construction Superintendent
4. Contact information for the project managers, representatives or owners, including names, address, current E-mail, and current telephone numbers.
5. Complete Bidder's Qualifications Statement Document 00450.

END OF DOCUMENT

BID FORM

TO THE PROJECT REPRESENTATIVE, for the State of California Department of Parks and Recreation,
and the Navarro by-the-Sea Center for Riparian and Estuarine Research

In response to the Advertisement for Bids for the following work:

HISTORIC CAPTAIN FLETCHER'S (NAVARRO) INN STABILIZATION

the undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to said Bidder, and to do all the work and furnish all the materials therefor all in accordance with the Specifications and Drawings referred to in said Advertisement for Bids and at the prices named in the attached Schedule of Bid Prices.

The undersigned declares: That it is the Bidder (or by holding the position below indicated is authorized to execute this Bid Form on behalf of the Bidder); that said Bidder submits this Bid; The undersigned declares under penalty of perjury that all representations made on this Bid Form are true and correct.

Executed on _____, 2011

Telephone Number _____

Name of Firm or Corporation _____

SAMPLE

(Signed) Bidder or Authorized Representative _____

Position in Firm or Corporation _____

Address of Firm or Corporation _____

Zip Code _____

Contractor's California License No. _____

License Expiration Date _____

DOCUMENT 00410

SCHEDULE OF BID PRICES

NAVARRO INN STABILIZATION

 Bidder's Firm Name

 Street Address

Bidders must Bid on all Bid Items and Alternates itemized below.

 City State Zip Code

Entries must be in permanent ink or typed.

 (Area Code) Telephone No.

The undersigned, having examined all referenced documents and the Drawings, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

Refer to the PROJECT DESCRIPTION on sheet A0.0 and Specification Sections 01010 Summary of Work, and 01310 Alternates, and the Drawings for complete Bid Item information. Bid prices shall include mark-ups for overhead and profit

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
1	Mobilization Max. 5% of the total sum of Bid Items 2 through 12, excluding Allowances, Alternates, and the Mobilization Bid Item itself.	--	L.S.	--	
2	Remove southern and northern additions, salvage and retain historic building elements as shown on drawings. Document Addition "B"	--	L.S.	--	

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
3	Deconstruct existing porch and catalog, salvage elements as shown on the drawings for re-use.	--	L.S.	--	
4	Dismantle existing chimney, firebox and mantle elements. Catalog, salvage, and store for re-use. Document evidence of earlier construction.	--	L.S.		
5	Lift the building, and replace deteriorated wood spanning elements.	--	L.S.		
6	Install new concrete grade beam and stem wall foundations, including foundation for porch in Alt.1. Install new retaining wall and slab.	--	L.S.		
7	Install seismic reinforcement as shown on the drawings and specifications. Catalog, remove and salvage for re-installation the exterior wood siding and redwood sheathing.		L.S.		
8	Reframe southern exterior wall to restore bearing and clad with redwood sheathing and wood siding to match existing.		L.S.		
9	Reframe northwest corner picture windows at porch to restore bearing. Frame for new double hung windows described in Alt. 3. Clad with redwood sheathing and wood siding to match existing.		L.S.		
10	Remove the scored redwood cladding at the north facing wall of the main building. Clad with redwood sheathing and wood siding to match existing.		L.S.		

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
11	Repair or replace fascia, and exterior trim. Install new temporary vandal resistant door at southeast corner.		L.S		
12	Perform lead paint abatement called for in specifications.		LS		
13	Prep and paint all exterior elements.		L.S		
14	Hire archeologist during all excavation, especially Item 6.		LS		
					\$
TOTAL BASE BID PRICE (summation of Bid Items 1 through 12 above):					

*Note: LS = Lump Sum, EA= Each, LF = Linear Feet, SF = Square Feet, CY = Cubic Yards

Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.

ALTERNATES: The following alternates may be selected by the Project Representative with priority given to Alternate Two:

The Contract, if awarded, will be awarded to the responsible, qualified Bidder who submits the lowest responsive Bid based on the lowest overall project cost for the Total Bid Price without additive alternates selected by the Project Representative.

If the Total Bid Price of the responsible, qualified Bidder who submits the lowest responsive Bid does not exceed the construction budget amount, then the Contract will be awarded to the Bidder who submits the lowest responsive Bid and whose Total Bid Price and greatest number of additive alternates do not exceed the construction budget amount.

If the Total Bid Price of the responsible, qualified Bidder who submits the lowest responsive Bid exceeds the construction budget amount, then the Contract will be reduced by eliminating alternate #3. If after eliminating alternate #3, the lowest qualified bid is still greater than the construction project amount, the Contract will then be reduced by alternate #1. If after eliminating alternate #1, the lowest qualified bid is still greater than the construction project amount, the Contract will then be reduced by alternate #2.

In case of a discrepancy between the individual item totals and the actual sum of the total alternate or the total base bid, the individual item totals shall prevail.

The amount available in the construction budget will be announced immediately before the opening of the Bids. The Project Representative reserves the right to award to the responsible Bidder who submits the lowest responsive Bid in consideration of all factors based on:

- a. The Total Bid Price without alternates in the event that the Total Bid Price exceeds the construction budget amount.
- b. The determination that the qualifications of the Bidder meets the requirements cited in the specifications. The contract will be awarded upon review of qualifications.
- c. Consideration of any in-kind donation of labor and/or materials and/or equipment towards completion of project and obligation to meet the Round 4 match requirements of the major funder for the project, the California Cultural and Historical Endowment, as described in Instructions to Bidders (Document 00100), Section 1.10.

The undersigned further proposes and agrees that if an Alternate is incorporated in the Contract within up to 3 months after the date of the written notification of award of the Contract, the Contract Sum will be adjusted by the addition of the Alternate Price bid for the selected Alternate.

Alternate No.	Alternate Description	Estimated Quantity	Unit	Unit Price	Cost/Extension
A-1	Reconstruct the front porch using new and salvaged elements per the Drawings and Specifications		L.S.		
A-2	Remove temporary roof and old roofing. Install new plywood sheathing over (E) skip sheathing. Install new asphalt shingle roof per the Drawings and Specifications.	--	L.S.	--	
A-3	Install new temporary windows at first floor locations shown on the Drawings.	--	L.S.	--	

SAMPLE

Notes:

1. Alternates shall cover all costs of Alternate Work as indicated on the Bid Documents only and shall not include Work of Base Bid or any Bid items of the Total Bid Price. Alternate prices shall include mark-ups for overhead and profit.
2. All alternates for this bid are additive.

The Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of 90 days thereafter.

Time allowed for completion of all Work shall be the number of calendar days specified in Document 00802, beginning with and including the official date of Notice to Proceed as established by the Project Representative regardless of whether the Contract is awarded under the Total Bid Price or on the basis of the Total Bid Price and any Alternate or any combination of Alternates.

Bid submitted by:

_____(seal)
Name of Firm, Corporation, Partnership or Joint Venture

Names of All Partners, if Partnership

State of Incorporation, if Corporation

Signature of Bidder or Authorized Representative

Date of Bid

2012

Name and Title of Authorized Representative

Note: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

SAMPLE
END OF DOCUMENT

BIDDER'S QUALIFICATIONS STATEMENT

The Bidder must submit the following information as to experience and financial qualifications with its Bid. Failure to submit a completed Bidder's Qualifications Statement form may cause Bidder to be non-responsive and its Bid will be rejected. The Bidder's Qualifications Statement is a requirement for a complete Bid. Bidder's qualifications will be scrutinized by the Project Representative prior to formal announcement of the successful Bidder.

1. BIDDER/CONTRACTOR'S name and street address:

If BIDDER is a joint venture, name and street address of each joint venture partner:

SAMPLE

Federal Identification Number: _____

Business Tax Registration Certificate Number: _____

Name of responsible management officer:

2. BIDDER/CONTRACTOR'S telephone number: () _____

3. Name of person who inspected the site of the proposed Work for the BIDDER:

Name: _____ Date of inspection: _____

4. Number of years Bidder's organization has had experience in work comparable with that required under the proposed Contract, as a general contractor: _____ years; as a subcontractor: _____ years.

5. Contractor's License Number, State of CA _____, Class _____, expiration date _____.

6. Recent work similar in character to that required in the proposed contract, which Bidder has completed in the past 8 years:

Class and Location of Work and For Whom Performed

- a. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- b. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- c. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- d. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- e. List all contracts during the past 10 years for which the Bidder, or a member of the Bidder's organization, received an unsatisfactory performance rating, was cited for OSHA violations or failed to complete work. Explain. Show for whom performed. _____

(Add sheets if required to complete record)

7. List major construction equipment, facilities or aids that Bidder represents it possesses or can obtain in time to perform the Work; indicating whether owned or rented and where obtained:

Equipment Owned, Leased or Rented Rental Agent (Name and Telephone)

8. Bidder refers to the following bank(s) as to financial responsibility of Bidder:

Name of Bank Address Contact (Name and Telephone)

9. Insurance and Surety Companies and Agents who will provide the required Insurance and Bonds on this Contract:

Name of Company	Address of Place of Business	Agent's Name and Telephone	Type of Insurance or Bond

10. Provide for each Subcontractor listed on Document 00435: (a) California contractor's license in accordance with section 7030.5 of the California Business and Professions Code

Subcontractor Name	California Contractor License Number	San Francisco Business Tax Registration Certificate No.

BIDDER understands and agrees that, if awarded the Contract, Contractor and each of Contractor's Subcontractors must maintain a current business tax registration number.

END OF DOCUMENT

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____,

_____, as Principal, and as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of Parks and Recreation for the work described below, for the payment of which sum in lawful money of the United States, 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:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of Parks and Recreation, for certain construction specifically described as follows, for which bids are to be opened at

(Insert place where bids will be opened)

_____ on _____

(Insert date of bid opening)

for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ ss

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared,

known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____

and acknowledged to me that

he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

DOCUMENT 00435

SUBCONTRACTOR LIST

Pursuant to section 6.21J of the San Francisco Administrative Code, Bidder shall submit the following information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent if the Contract is awarded to Bidder. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit this Subcontractor List form with its Bid.

Subcontractor Name: _____
Address: _____
Portion of Work: _____

Subcontractor Name: _____
Address: _____
Portion of Work: _____

Subcontractor Name: _____
Address: _____
Portion of Work: _____

Subcontractor Name: _____
Address: _____
Portion of Work: _____

Subcontractor Name: _____
Address: _____
Portion of Work: _____

SAMPLE

DOCUMENT 00440

REQUEST FOR SUBSTITUTION (RFS)

In accordance with California Public Contract Code section 3400 Contractor will be provided a period of 35 calendar days after the date of the Project Representative's written notification of award of the Contract for submission of data substantiating a request for a substitution with an "or equal" item. Refer to Division 1 for requirements for requesting substitutions.

Project: _____ RFS No. _____

Submitted By: _____ Date: _____

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Proposed _____ Substitution: _____

Manufacturer/Address/Phone: _____

Trade _____ Name/Model _____ No.: _____

On-Site _____ Representative/Address/Phone: _____

Installer/Address/Phone: _____

Product History: _____ New _____ 2-5 years old _____ 5-10 years old _____ More than 10 years old

Differences between proposed substitution and specified product (Attach required point by point comparative data):

Reason for not providing specified item: _____

Similar installation where proposed substitution has been used (Project/Address/Architect/Owner/Date Installed):

Proposed substitution affecting other parts of Work: _____ No _____ Yes: explain _____

Changes or modifications needed to coordinate other parts of the Work that will be necessary to accommodate the proposed substitution: _____

Savings to NSCR for accepting substitution: _____ (\$_____)

Proposed substitution changes Contract Time: ___ No ___ Yes: Add/Deduct _____ calendar days.

Supporting data attached: ___ Product Data ___ Drawings ___ Test Reports ___ Samples ___ Other: _____

The undersigned certifies that:

- The proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- The proposed substitution conforms in all respects to the requirements of the Contract Documents and is appropriate for the applications intended.
- The same warranty will be furnished for proposed substitution as for specified product.
- The proposed substitution will not affect or delay progress schedule.
- The cost data as stated above is complete. There shall be no claims to the NSCR for additional costs related to an accepted substitution.
- The proposed substitution does not affect dimensions and functional clearances.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Attachments: _____

CITY'S REVIEW AND ACTION

- ☐ Substitution accepted - Make submittals in accordance with Division 1.
- ☐ Substitution accepted as noted - Make corrections and submit in accordance with Division 1.
- ☐ Substitution rejected - Use specified materials and equipment.
- ☐ Substitution Request received too late - Use specified materials.

Signed: _____ Date: _____

Note: NSCR's acceptance of Contractor's submittal of shop drawings, product data, or samples supporting this Substitution Request shall not constitute approval of submittals which do not conform to the requirements of the Contract Documents.

Additional Comments: _____

END OF DOCUMENT

QUESTION ON BID DOCUMENTS (QBD)

Project: NAVARRO INN STABILIZATION

To: the Project Representative, NSCR

From: _____

Firm: _____

{NSCR USE} QBD No. ____ Rec'd: _____ NSCR to: _____ Date: _____ Cnslt to NSCR: _____ Adden. Req'd: Yes ____ No ____ To Bidders: Yes ____ No ____

Fax: _____

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Question: _____

SAMPLE

O Mark this circle if the QBD can be answered by Bidder's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of the Project Representative, the question and reply may be returned to the questioner and distributed to all bidding general contractors for informational purposes.

END OF DOCUMENT

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

SAMPLE

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Copy this page as needed to provide a complete listing.

END OF DOCUMENT

DRAFT AIA[®] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [] day of [] in the year []
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (-). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

☒ Section 00700

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
■
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
■

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

THAT The Navarro-by-the-Sea Center for Riparian & Estuarine Research, acting by and through the

has awarded to _____ whose address is _____
(CONTRACTOR / PRINCIPAL)

as Principal, a contract for the work described as follows:

~~Historic Captain Fletcher's Inn (Navarro) Inn Stabilization Project~~

WHEREAS, The provisions of Civil Code Section 3247 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a corporation organized
(SURETY)

under the laws of _____, and authorized to transact a general surety business
in the State California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of
(\$ _____), for which payment

we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE OBLIGATION OF THIS BOND IS SUCH THAT

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.

4. The bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.

6. This bond to become effective

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____

(CITY AND STATE)

on _____

(DATE)

under the laws of the State of California.



(SIGNATURE OF ATTORNEY-IN-FACT)

(PRINTED OR TYPED NAME OF ATTORNEY-IN-FACT)

SECTION 00700 GENERAL CONDITIONS

1.01 DEFINITIONS

- A. Acceptance (or Final Completion)** – Acceptance occurs when all the provisions and requirements of the Contract are complete and is so certified by the Project Representative.
- B. Bulletin** – A Bulletin is a written order directed to Contractor and issued by the Project Representative, directing a minor change or making a clarification in the Work, or requesting information from Contractor about the Work. A Bulletin is to be used for minor changes or clarifications which the Project Representative believes will have no impact on the Contract Sum or Contract Time.
- C. Calendar Day (or Day)** – A Calendar Day is a day of twenty-four (24) hours measured from one midnight to the next midnight, Pacific Time. Unless otherwise indicated, a “day” shall mean a Calendar Day.
- D. Change Order (or Amendment)** – A Change Order is a written modification of the Contract Documents made in accordance with the provisions of Section 1.08 of these General Conditions and which has been signed by Project Representative and Contractor.
- E. Contract (or Contract Documents)** – The Contract shall consist of the Notice to Contractors; Instructions to Bidders; Bid Form; Bidders Bond; Standard Agreement, Payment Bond; Performance Bond; General Conditions; Specifications; Plans; Drawings; Certificate of Insurance; Addenda; Amendments; and any other provisions made a part thereto by reference.
- F. Contract Time** – The Contract Time shall be the number of Calendar Days specified in which the Work is to be completed including any adjustments and/or time extensions that may be granted by the Project Representative in accordance with the terms of the Contract.
- G. Contract Sum** – The Contract Sum is the total amount of money stated in the Contract as payable to Contractor for the performance of the Work under the Contract, including authorized adjustments thereto.
- H. Contractor** – The Contractor is the person, firm, individual, partnership, company, corporation, association, joint venture, or any combination thereof, who has entered into the Contract with Navarro-by the Sea Center for Riparian and Estuarine Research (NSCR).
- I. Event of Default** – An Event of Default is an action that permits termination of the Contract as described herein.
- J. Field Order** – A Field Order is a written order directed to Contractor and signed by the Project Representative directing a change or making a clarification in the Work, or requesting information from Contractor about the Work. A Field Order signed by Contractor indicates receipt of the Field Order. A Field Order shall be followed by a Change Order.
- K. Legal Holidays** – Legal Holidays are every Sunday; January 1; 3rd Monday in January; February 12; 3rd Monday in February; March 31; the last Monday in May; July 4; 1st Monday in September; 2nd Monday in October; November 11; Thanksgiving Day and the following Friday; December 25; and every day so declared by the President of the United States or the Governor of California. If January 1, February 12, March 31, July 4, November 11, or December 25 falls on a Sunday, the following Monday is a holiday. If November 11 falls on a Saturday, the preceding Friday is a holiday.
- L. Milestone Date** – A Milestone Date is a significant point in the development of the Work that is illustrated on Contractor’s Project Work Schedule.
- M. NSCR** - Navarro-by the Sea Center for Riparian and Estuarine Research
- N. Not-in-Contract (NIC)** – Not -in-Contract means work not included in the Contract.
- O. Project** – The Project means the erection, construction, alteration, repair, or improvement to be accomplished under the Contract.
- P. Project Work Schedule** – The Project Work Schedule is the schedule furnished by Contractor to Project Representative in accordance with Section 1.06A(2) of these General Conditions displaying the anticipated schedule for completing the Work.
- Q. Punch List** – The Punch List is the list prepared as a result of a final inspection conducted by Project Representative at the completion of the Work indicating items to be completed, corrected, and/or replaced with regard to the Work as specified in the Contract Documents.

- Q. Regular Work Hours** – Eight hours labor constitutes a legal day's work and this Work period shall occur between the hours of 8:00 a.m. and 5:00 p.m. on Working Days unless otherwise agreed by the Project Representative.
- R. Schedule of Values** – The Schedule of Values is the statement furnished by Contractor to NSCR in accordance with Section 1.09A of these General Conditions displaying the portions of the Contract Sum allotted for the various parts of the Work and the projected schedule of payment.
- S. State** – The State means the State of California, Department of Parks and Recreation (DPR) and the Director of DPR.
- T. Project Representative** – The Project Representative is the person designated to oversee and manage the Contract and completion of the Work on behalf of Navarro-by the Sea Center for Riparian and Estuarine Research (NCSR) who is the authorized representative for this Project, and the State Department of Parks and Recreation (State) as property owner. The term Project Representative may be used interchangeably with Project Manager. **CONTRACTOR SHALL ONLY TAKE DIRECTION FROM THE PROJECT REPRESENTATIVE FOR THE CONTRACT AND MAY NOT RELY ON THE COMMUNICATIONS, REPRESENTATIONS OR OTHER INSTRUCTIONS OF OTHER EMPLOYEES, OFFICERS, MANAGERS, CONTRACTORS, OR AGENTS OR REPRESENTATIVES UNLESS CONFIRMED BY THE PROJECT REPRESENTATIVE IN WRITING OR AS OTHERWISE, FROM TIME TO TIME, MAY BE PERMITTED BY THE PROVISIONS OF THE CONTRACT.**
- U. Subcontractor** – A Subcontractor is anyone having a direct contract with Contractor or another Subcontractor and includes one who furnishes material worked to a special design according to the Plans and/or Specifications, but does not include one who merely furnishes material not so worked.
- V. Substantial Completion** – Substantial Completion is the point at which, in the discretion of NSCR, in accordance with Section 1.09D of these General Conditions, the Project may be used for the purpose for which it is being constructed exclusive of Punch List items which do not interfere with such use and may be completed notwithstanding use of the Project.
- W. Supplier** – A Supplier is anyone who contracts with Contractor or a Subcontractor to furnish materials or equipment for the Project.
- X. Work** – The Work is everything required to complete the Project, including, but not limited to, all labor, suppliers, material, equipment, and tools.
- Y. Working Day** – A Working Day is every day except Saturdays, Sundays, and Legal Holidays and those days not charged as Working Days pursuant to the Contract Documents.

1.02 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A.** The General Conditions are incorporated into the Contract Documents in their entirety and may not be revised or modified in any way, except by the Supplemental Conditions.
- B.** What is required by one document shall be as binding as if required by all. In the event of conflicts among the Contract Documents, such conflicts shall be resolved by giving the documents the following order of priority: (1) The Contract between NSCR and Contractor, as the same may be amended (Amendments and revisions of later date take precedence over those of earlier date); (2) Special Conditions; (3) General Conditions; and (4) Drawings and Specifications. Drawings govern Specifications for quantity and location, and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the higher quality shall govern. Dimensions shall be figured rather than determined by scale or rule. Full-size or large-scale details or Drawings shall govern small-scale details or Drawings.
- C.** Where conflict exists between the Contract Documents or between the Contract Documents and applicable standards under codes or ordinances promulgated by governmental bodies having jurisdiction over the Project. **CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO PERFORM THE MOST STRINGENT OR HIGHEST QUALITY WAY OF PERFORMING THE WORK.**
- D.** Should Contractor discover conflicts, omissions, or errors in the Contract Documents or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the Work affected, Contractor shall immediately notify the Project Representative in writing, using an approved Request For Information (RFI) form, and request interpretation, clarification, or furnishing of additional detailed instructions concerning the Work. Such questions shall be resolved and instructions to Contractor issued within fourteen (14) Calendar Days by State, whose decision shall be final and conclusive. Should Contractor proceed with the Work affected before resolution, Contractor shall be responsible for any resultant damage or added cost, and Contractor shall remove, replace, or adjust the Work not in accordance with the Project Representative's subsequent instructions.

- E. All costs and time incurred by Contractor to prepare, review, respond to, estimate, or otherwise process RFI's, Bulletins, Field Orders, Amendments, Schedules, Correspondence, or any other paperwork shall be part of Contractor's base contract overhead and no additional compensation will be allowed therefore.

1.03 CONTRACT BONDS

- A. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and material suppliers used on the Work under the Contract. Payment Bonds shall be prepared on a Payment Bond to Accompany Construction Contract.
- B. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Performance Bond, to accompany the Contract, in the amount equal to at least one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds may be prepared on standard bonding company forms.
- C. Payment and Performance Bonds shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor shall deliver its required bonds before the date of execution of the Contract.
- D. The bonds must remain in full force and effect for the entire length of time Contractor is involved with the Contract and shall include any warranty periods.

1.04 INSURANCE

A. Insurance Requirements

- (1) General Liability Insurance: Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage combined. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.
- (2) Builder's Risk/Installation Floater: During the term of this Contract, Contractor shall maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which is or will become the property of NSCR pursuant to the Contract Documents, including, but not limited to, materials and other items at the work site or stored off-site with the consent of the Project Representative. A copy of any applicable Builder's Risk/Installation Floater will be provided to the Project Representative, and it shall be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether or not at its own cost, to carry any supplemental policy of insurance.
- (3) Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than one million dollars (\$1,000,000) per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
- (4) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain statutory Workers' Compensation and Employers' Liability Insurance for all of Contractor's employees who will be engaged in the performance of Work on Property, including special coverage extensions where applicable. Contractor is required to meet all requirements as stated in California Labor Code, Section 3700.

- B. **Insurance Policies** – Each policy of insurance shall: (1) Be in a form acceptable by NSCR; (2) be written by an insurer acceptable to (3) be maintained at Contractor's sole expense; (4) require a minimum of thirty (30) days written notice to State and NSCR prior to any cancellation, non-renewal, or modification of insurance coverage; (5) contain an endorsement naming "NSCR and its, officers, agents, employees, and servants, and the State of California, its officers, agents, employees, and servants as additionally insured", at no cost to NSCR or State; (6) be in full force for the complete term of the Contract including any warranty periods; and (7) be primary, and not in excess, to any insurance carried by the State and NSCR.

C. Insurance Companies

- (1) Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A" or better and a financial size category rating of "VI" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires NSCR approval.

- (2) All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

D. Certificate of Insurance

- (1) Concurrent with the execution of the Agreement, Contractor shall provide to Project Representative evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At the Project Representative's discretion, such evidence shall be either in the form of the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.
- (2) Upon notification by the Project Representative of receipt of a notice of cancellation, expiration, or any reduction in cover age, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent, Contractor shall provide to the Project Representative, evidence of replacement policy at least ten (10) Working Days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Contractor's Additional Responsibilities

- (1) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (2) Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.
- (3) Upon the Project Representative's request, Contractor shall provide copies of its Workers' Compensation and Employers' Liability Insurance.

- F. Remedies** – Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, Project Representative may, in addition to any other remedies, terminate this Contract immediately, and all payments due or that become due will be withheld, until notice is received by the Project Representative that such insurance has been restored or replaced in full force and effect and that the premiums, therefore, have been paid to cover a period of time satisfactory to Project Representative.

1.05 NSCR'S RIGHTS TO STOP PERFORMANCE AND/OR CARRY OUT WORK

- A. Right to Stop the Work** – If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents; or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time; or disregards the instructions of the Project Representative when based on the requirements of the Contract Documents; Project Representative may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; provided, however, the right of the Project Representative to stop the Work shall not give rise to a duty to exercise this right for the benefit of Contractor or any other person or entity and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract or the required dates of Substantial or Final Completion.
- B. Right to Carry Out the Work** – If Contractor fails to carry out the Work in accordance with the Contract Documents and fails within a five (5) day period after written notice from Project Representative to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, the Project Representative may, regardless of whether an Event of Default has occurred, and without prejudice to other remedies NSCR may have, correct such deficiencies. In such case an offset may be made deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for the Project Representative's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the difference to NSCR on demand. The correction of such deficiencies by NSCR or by others shall not relieve Contractor of any obligation or liability for the Work and shall not operate to waive any right or claim of State.

1.06 CONTRACTOR

A. Contractor's Construction Schedules

- (1) Contractor agrees to complete the Work within the number of calendar days stated on the Bid Form from the date of written notice to commence Work. This time includes ten (10) Calendar Days allowed for Contractor to begin Work and ten (10) Calendar Days for issuance and completion of the Punch List. Upon written notice to proceed, Contractor shall begin Work and shall diligently prosecute the Work, with adequate forces, to completion within the Contract Time.
- (2) Within ten (10) Calendar Days of the Notice to Proceed, Contractor shall furnish to the Project representative, one (1) electronic copy and three (3) paper copies of a Critical Path Method (CPM) Project Work Schedule, in form and content satisfactory to the Project Representative

and utilizing Microsoft Project software, presenting an orderly and realistic plan for completing the Work. The schedule shall include all scheduled Working Days, relevant work activities by trade and critical path dates. No activity on the schedule shall have a duration longer than 15 calendar days, with the exception of fabrication and procurement, unless otherwise approved. Within five (5) Working Days from the date the Project Work Schedule is furnished to the Project Representative, the Project Representative shall review and comment on the Project Work Schedule and approve or disapprove it, giving reasons for any disapproval. If disapproved, Contractor shall modify the Project Work Schedule and resubmit it for approval following the above stated timeframes. Additionally, Contractor shall submit one (1) electronic copy and three (3) paper copies of the updated Critical Path Method (CPM) Project Work Schedule with each monthly Request for Payment. The Project Work Schedule shall be maintained at the work site and all revisions, along with the reasons therefore, as well as any effect on the critical path of the Work and the completion date, shall be furnished to State as soon as possible after the date of the revision, but in no event later than five (5) days after its revision.

- (3) If the progress of the Work is behind the Project Work Schedule to such an extent that the Project Representative reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Project Work Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to the Project Representative's satisfaction to bring the progress of the Work in compliance with the Project Work Schedule, the Project Representative may, in addition to any other right or remedy provided herein, proceed as provided in Sections 1.05, 1.07, and/or 1.11 of these General Conditions.

(4) Liquidated Damages:

- a. Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by the NSCR. It is and will be extremely difficult and impracticable to determine the actual damage which the NSCR will sustain by reason of such delay. Therefore, Contractor shall pay to the NSCR, as liquidated damages, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. NSCR may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract shall constitute acknowledgment by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.
- b. Contractor shall not be assessed liquidated damages when the delay is caused by the failure of NSCR or the owner of any utility to provide for removal or relocation of an existing utility, facility, or to perform work as indicated in the Contract Documents.

B. Shop Drawings, Product Data, and Samples

- (1) Reference in the Contract Documents to any equipment, material, article, or process by specific brand, trade name, make, or catalog number, followed by the term "or approved equal", shall be regarded as establishing a standard of quality. In such cases Contractor may, subject to the Project Representative's review and approval, substitute any other brand of equal quality, utility, and availability. The Project Representative shall be the sole judge of equality and suitability of substitute materials. Contractor shall bear all costs and expenses, including, but not limited to, costs and expenses related to demonstrating equality or suitability of such substitute equipment, material, article or process, and any costs or expenses of changes or adjustments necessitated by such substitutions, including, but not limited to, those related to other parts of the Work or the Work of other contractors. The Project Representative's approval of any substitution shall not relieve Contractor from compliance with all requirements of the Contract Documents. Where the Contract Documents do not specifically permit the use of "approved equals" for any equipment, material, article, or process referred to by specific brand, trade name, make or catalog number, no substitutions shall be permitted except by means of the Change Order procedures as set forth in Section 1.08 of these General Conditions.
- (2) Contractor shall not be relieved of responsibility for any deviations from requirements of the Contract Documents or allowed any additional compensation by reason of the Project Representative's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed Project Representative in writing of such deviation at the time of submittal and fully complied with Section 1.08 of these General Conditions, and the Project Representative has given written approval to the specific deviation. If Shop Drawings provide detail not shown in Contract Documents, Contractor shall be deemed to have primary design-build responsibility for such items. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Project Representative's approval thereof.

C. Safety and Clean-Up – Contractor acknowledges that State and / or the NSCR will continue to occupy and must maintain continuous operations in the Parks in which the Work is located. It is critical that these operations shall not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, or vibration. Contractor shall perform the Work and limit its use of the Project site in such a manner as to minimize any interference with occupancies and operations in such Parks and in accordance with applicable Park rules and regulations. Contractor shall be liable for all costs for all claims related to dust, mud, noise, odor, vibration, or windblown materials attributed to the Work hereunder.

1.07 ADMINISTRATION OF THE CONTRACT

A. Claims and Disputes

- (1) Time Limits on Contractor Claims: Except where a shorter time period is provided herein, claims by Contractor arising during the course of construction, including claims for additional costs, must be made within five (5) days after occurrence of the event giving rise to such claim or within five (5) days after Contractor first recognizes or reasonably should have recognized the condition giving rise to the claim. Claims must be made by written notice to the Project Representative within five (5) days following such event.
- (2) Continuing Contract Performance: Contractor, in the event of any claim or dispute with Project Representative over any matter whatsoever, shall not cause any delay or cessation in Contractor's Work and shall proceed with all Work called for in the Contract Documents and/or required to complete the Project.
- (3) Claims for Additional Cost: If Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims, shall differentiate between extra work and base contract work, and shall contain sufficient detail and substantiating data to permit evaluation of same by the Project Representative. Any change in the Contract Sum resulting from such approved claim shall only be authorized by a Change Order.
- (4) Claims for Additional Time: If Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's claim shall include an estimate of cost and the probable effect of delay on progress of the Work and shall document any adverse effect on the Project Work Schedule. In the case of a continuing delay, only one claim is necessary.
- (5) Claim Certification: Any claim for additional cost or time must include the following certification, signed by the Contractor's legal representative: "I certify under penalty of perjury, according to the Laws of the State of California, that this claim is made in good faith, that the supporting documentation is accurate and complete, and that the amount requested accurately reflects the contract adjustments for which the Department is responsible."
- (6) Delays in and Extensions of Time:
 - a. If (a) Work on the critical path as shown on the Project Work Schedule is delayed at any time by (i) an act or neglect of the State and / or the NSCR, any employee of State and / or the NSCR, or any separate contractor employed by State and / or the NSCR, (ii) changes ordered in the Work in accordance with the provisions of Article 7, (iii) unusually severe and/or abnormal weather conditions which preclude the safe performance of the Work, (iv) national conflicts or priorities arising therefrom, (v) fires beyond the reasonable control of Contractor, (vi) floods beyond the reasonable control of Contractor, (vii) earthquakes, (viii) off-site or area-wide labor disputes which are beyond the reasonable control of Contractor, (ix) civil disturbances and for no other cause or causes; (b) Contractor would otherwise have been able timely to perform its obligations under the Contract Documents but for such delay; (c) Contractor has taken reasonable precautions to foresee, prevent and to mitigate the effects of delays to Work on the critical path due to such causes; and (d) Contractor has given written notice as required by Section 1.08 of these General Conditions; then subject to the provisions of Section 1.07 of these General Conditions, the Contract Time shall be appropriately extended by Change Order by the number of Working Days of delay on the critical path of the Work actually and directly caused by such occurrence. Such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor or its agents or Subcontractors, and shall also be net of any contingency or "float" time allowance included in the Project Work Schedule. The Project Representative may, as an option, authorize extra Work in order to accelerate the Project Work Schedule and minimize or eliminate the impact of the delay. No extension shall be made or allowed nor shall such extra Work be authorized unless a written request therefor by Contractor is made within five (5) Calendar Days after the first occurrence of the delay. Any claims of Contractor relating to time shall be made promptly in accordance with the applicable provisions of Section 1.08 of these General Conditions, or shall be deemed waived.
 - b. If adverse weather conditions are the basis for a claim for additional Contract Time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had a direct and adverse effect on scheduled critical path activities.
- (7) Disputes Resolution: A claim or dispute arising out of or relating to the Contract Documents which is not disposed of by agreement between Contractor and NSCR shall be decided by the Project Representative promptly, but not longer than ten (10) Working Days from the date Contractor notifies Project Representative in writing that agreement on a dispute cannot be reached and a written decision from Project Representative is required. The decision of the Project Representative shall be final and conclusive on Contractor.

unless, within fifteen (15) days from the receipt of such decision, Contractor submits to Project Representative a written request for review of the decision made by Project Representative. The NSCR Board of Directors, or a designee other than the Project Representative, shall review all decisions and render a decision in writing on or before thirty (30) days from the date of receipt of written position statements by Contractor and Project Representative as provided for herein. Contractor and Project Representative shall be afforded an opportunity to be heard by way of written submissions and to offer relevant information with respect to the matter in question.

- (8) Decision of NSCR Board of Directors is Final: The decision of the NSCR Board of Directors shall be final and conclusive on Contractor, unless, within fifteen (15) Working Days from receipt of such decision, Contractor submits to Project Representative a written notice of Contractor's election to reserve its rights to file a claim with the State Board of Control and seek further adjudication of such claim should such claim be rejected by the State Board of Control.
- (9) Arbitration: Claims (demands for monetary compensation of damages) arising out of related to the Contract Documents shall be resolved by arbitration unless NSCR and Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction. Arbitration shall be pursuant to California Public Contract Code, Section 10240 et seq., and applicable regulations, Title 1, California Code of Regulations, Section 301 et seq. The arbitration decision shall be decided under and in accordance with the laws of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law. Arbitration shall be initiated by a Demand for Arbitration made in compliance with the requirements of above referenced regulations. A Demand for Arbitration by Contractor shall be made not later than 180 days after date of service in person or by mail on Contractor of the final written decision by State on the claim. (This Section only applies to Contracts that exceed \$117,000.00.)
- (10) Exhaust All Administrative Remedies: Contractor must exhaust all remedies and comply with all disputes resolution procedures set forth in the proceeding section prior to filing any legal action which names NSCR, State, or any officer, employee, agent or affiliate of any of them. In no event, may Contractor bring any claims or pursue legal action for damages or other remedies for issues or matters not raised and presented in written notifications as provided for in the Contract Documents and as set forth in all written requests for review by State's Representative.

1.08 CHANGES IN THE WORK

A. Change Orders (Amendments) – When adjustments in the Contract Sum and Contract Time are determined, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. A Change Order signed by Contractor indicates Contractor's final and binding agreement therewith, including the adjustment in the Contract Sum or the Contract Time. No Change Order shall authorize an adjustment in the Contract Sum or Contract Time unless such Change Order specifies such adjustment. If no adjustment in either or both the Contract Sum and the Contract Time is specified, Contractor's execution of the Change Order shall constitute Contractor's agreement that no such adjustment shall be made. Contractor agrees that in no event shall it make any subsequent claim relating to the items covered by an executed Change Order, whether direct, indirect, or consequential in nature. All Change Orders are subject to the approval by the Project Representative, if required.

B. Bulletins and Field Orders

- (1) A Bulletin or Field Order shall not be recognized as having any impact upon the Contract Sum or the Contract Time. Contractor shall have no Claim therefor unless, within five (5) days from the date such direction or order was given, Contractor submits a written Change Order Request to the Project Representative with estimates of any adjustment in the Contract Sum or Contract Time to which Contractor believes it is entitled as a result of the change in the Work described in the Bulletin or Field Order, including sufficient detail to allow evaluation by the Project Representative.
- (2) Upon receipt of a Bulletin or Field Order, Contractor shall promptly proceed with the Work involved, or as otherwise directed by the Bulletin or Field Order.

C. Pricing Changes

- (1) When submitting its change proposal, Contractor shall include and set forth in clear and precise detail, breakdowns of labor, materials and allowable costs for all trades involved and the estimated impact on the Project Work Schedule. If requested by the Project Representative, the Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets, if requested, of any Subcontractors. Allowable costs to be included in Contractor's change proposal shall be strictly limited to those set forth in Section 1.08C(2) of these General Conditions.

- (2) In the event that (a) the Project Representative approves a Change Order to be priced on a time and material basis, (b) the Project Representative issues a Field Order to proceed with a change in the Work, Contractor timely notifies the Project Representative of Contractor's belief that it is entitled to an adjustment in the Contract Sum or the Contract Time as a result of such change, and the Project Representative and Contractor cannot agree on the amount of such adjustment, (c) Contractor is entitled to compensation as the result of a concealed condition, or (d) the Contract Sum includes allowances, then the amount of Contractor's allowable costs shall be governed by this Subsection. Allowable costs include and shall be strictly limited to the
- a. The actual and reasonable cost of additional materials required as a result of such change, purchased by Contractor (or any Subcontractor) and used in the Work, including sales taxes, freight and delivery charges.
 - b. Construction equipment costs shall be substantiated by vendor's invoices. In no event shall the cost of such items exceed (1) the average current wholesale prices at which the items are locally available in the quantities required, delivered to the site, less applicable cash or trade discounts or (2) the equipment rental rates in the Labor Surcharge and Equipment Rental Rates published by Caltrans; whichever is less. The allowable rate constitutes full compensation to the Contractor including cost of fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, insurance, labor except for construction equipment operators, and incidentals. No costs will be allowed for time while construction equipment is inoperative, idle or on standby, unless approved by the Project Representative.
 - c. Labor costs including welfare and fringe benefits shall be the actual labor cost, required as a result of such change in the Work, including no more than one (1) working foreman, but not including any supervisory or administrative personnel. Labor costs shall not exceed the local prevailing wage, which includes the Straight-Time Total Hourly Rate plus Burden. Burden shall be limited to the actual FICA-OASDI, FUTA, SUI, and Workers' Compensation payment percentages multiplied by the sum of the Basic Hourly Rate and Vacation/Holiday payments. Labor costs shall be substantiated by daily time cards (signed by Contractor's Superintendent) and labor summaries.
 - d. The cost of Work performed by Subcontractors or sub-Subcontractors is based on the actual direct costs of material, labor, and construction equipment and is determined pursuant to the provisions of this Subsection.
 - e. For deleted Work otherwise required to be performed hereunder, the Contract Sum shall be reduced by an amount equal to the net savings to Contractor and all Subcontractors and sub-Subcontractors on account of the deleted work for material, labor, and construction equipment.
- (3) Failure of Contractor and the Project Representative to agree on an adjustment of the Contract Sum or extension of Contract Time for performance under the Contract Documents shall not excuse Contractor from proceeding with the prosecution and performance of the Work as changed. The Project Representative shall have the right within its sole discretion to require Contractor to commence performance of changes to the Work. If Contractor and the Project Representative cannot agree on an appropriate stipulated sum for any change, the adjustment to the Contract Sum, if any, shall, subject to the provisions of Section 1.08 of these General Conditions, be determined by the Project Representative on the basis of the allowable costs incurred as a result of such change as set forth in Section 1.08C(2) plus a fee as set forth in Section 1.08C(4).
- (4) In addition to the allowable costs incurred for a change, Contractor (and any Subcontractors) is entitled to a fee. Such fee shall be included in any agreed upon stipulated sum for the Change Order and shall be added to the allowable costs for Change Orders priced on a time and material basis or as to which no agreement is reached. The additional fee shall be Contractor's (and Subcontractor's) sole reimbursement for overhead, profit and any other cost (including insurance required in the Contract Documents) not specifically reimbursable under the Contract for Construction. No such fee shall be applied to gross receipts or use tax amounts or bond premiums paid by Contractor. The following fees shall apply to Contractor and all Subcontractors and represent the maximum fees chargeable on each Contract tier, who shall receive mark-ups for all categories on a percentage basis equal to Contractor's Fee stated in the Contract:
- a. For Work to be performed by Subcontractors, such Subcontractors, cumulative of all tiers, shall be permitted an additional fee of fifteen percent (15%) of the allowable costs incurred by such Subcontractors;
 - b. For Work to be performed by Contractor's own forces, Contractor shall be permitted an additional fee in the amount of fifteen percent (15%) of the allowable costs incurred directly by Contractor;
 - c. For Work to be performed by Subcontractors, Contractor shall be permitted an additional fee in the amount of five percent (5%) of the sum of the allowable costs incurred by Subcontractors plus the allowance for Subcontractors' fee provided in Subsection 4(a) above.

1.09 PAYMENTS AND COMPLETION

- A. Schedule of Values** – Within ten (10) days after the Contract is awarded, except as otherwise provided in the Contract Documents, Contractor shall submit to the Project Representative a complete itemized Schedule of Values that includes, but is not necessarily limited to, the cost of each line item equal to or greater than one and one-half percent of the contractor's total bid and every work item (activity) shown on the Contract Critical Path Method (CPM) Project Work Schedule. The sum of the cost of all activities in the Schedule of Values shall equal the Contract Amount. Contractor's mobilization, profit, fees, taxes, overhead and General Conditions must be itemized separately and not be prorated across other categories. The Schedule of Values, when approved by the Project Representative, shall be used to monitor the progress of the Work and as a basis for payment requests. Each item shall show its total Scheduled Value, value of previous applications, value of the application, percentage completed, total value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. Contractor is to add approved Change Orders (Amendments) to the Schedule of Values on a monthly basis.
- B. Request for Payment** – Contractor shall submit to the Project Representative an itemized request for payment no more than once each 30 day period for operations completed in accordance with the Schedule of Values. Such request shall be supported by such data substantiating Contractor's right to payment as the Project Representative may require, such as copies of requisitions from Subcontractors and material suppliers, and reflect retainage. Any allowance included in the request for payment shall be separately itemized with supporting data attached. Progress payments for mobilization shall not exceed that authorized in Section 10264 of the Public Contract Code. Contractor shall furnish with each request for payment:
- (1) Cost data to support the application, including without limitation, copies of Subcontractor's pay requests accurately reflecting current percentage of completion on a line-item basis.
 - (2) One (1) certified copy of all payroll records for the month.
 - (3) One (1) electronic copy and three (3) paper copies of the updated Project Work Schedule reflecting the current status of the project.
 - (4) One (1) originally signed Unconditional Waiver and Release Upon Progress Payment for all Subcontractor work paid to date.
- C. Retention**
- (1) Ten percent (10%) shall be retained from each progress payment and held by NSCR. After the Punch List has been issued, retainage may be adjusted to five percent (5%) of all amounts billed or two (2) times the value of the Punch List Work, whichever is more, until Final Completion of the Work.
 - (2) Contractor may elect, upon prior notice to the Project Representative, to retain additional sums, over the ten percent (10%) required, from a Subcontractor. If, however, such additional retainage is made, then an equal amount shall be retained by the NSCR from Contractor.
- D. Substantial Completion**
- (1) Substantial Completion is the stage in the progress of the Work when, exclusive of Punch List items, the Work or designated portion thereof (which the Project Representative agrees to accept and occupy and utilize separately) is sufficiently complete in accordance with the Contract Documents so NSCR can legally and practically occupy and utilize the Work for its intended use, except for Work outside the scope of the Contract Documents.
 - (2) Objections to Certificate of Substantial Completion/Notice of Completion: Contractor shall have seven (7) Working Days after receipt of the Certificate of Substantial Completion during which Contractor may make written objection to the Project Representative as to provisions of the Certificate of Substantial Completion and Punch List. If, after considering such objection, the Project Representative concludes that the Project is not substantially complete, the Project Representative shall, within seven (7) days after submission of the objection notify the Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the Punch List and upon satisfaction of the terms and conditions of the Certificate of Substantial Completion, the Project Representative shall issue a final Notice of Completion, which shall fix a date as may be necessary or appropriate. The Project Representative's determination of the Date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor.

E. Partial Occupancy or Beneficial Use

- (1) NSCR and its lessees and separate Contractors may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "Partial Occupancy"). Such Partial Occupancy may commence whether or not the applicable portion of Work is substantially complete.
- (2) It shall be understood, however, that Partial Occupancy shall not: (a) constitute final acceptance of any Work; (b) relieve Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, or from any other unfulfilled obligations or responsibilities under the Contract Documents; or (c) commence any warranty period under the Contract Documents, provided that Contractor shall not be liable for ordinary wear and tear resulting from such Partial Occupancy.

F. Testing, Inspection, Final Inspection, and Acceptance

- (1) Testing, inspection, and approval of portions of the Work required by the Contract Documents shall be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the Project Representative. Contractor shall promptly furnish two certified copies of test results and inspection records to the Project Representative. Material and equipment shall not be incorporated into the project until test results indicate conformance to the Contract Documents.
- (2) Authorized employees of State and / or the NSCR shall have access to the Work at all times. Contractor shall give the Project Representative forty-eight (48) hours advance notice of what Work and when the Work will be ready for inspection. Contractor shall provide proper facilities for such access and inspection. Inspection of the Work shall not relieve Contractor of any obligations to fulfill the Contract as prescribed. Any Work covered or concealed by Contractor before approval by the Project Representative, shall, if required to be uncovered for examination and recovered, be at Contractor's sole expense.
- (3) When the Work is completed, Contractor shall notify the Project Representative and shall request final inspection. Within five (5) Calendar Days, the Project Representative shall make final inspection. Contractor shall be notified in writing of any deficiencies (Punch List). Contractor shall remedy these deficiencies to complete satisfaction of State. After all the Work under this Contract has been completed and is so certified by the Project Representative, formal acceptance will be made in writing by the Project Representative by filing a Notice of Completion (DPR 249) for recording in the county in which the Work was performed.

1.10 UNCOVERING AND CORRECTION OF WORK

Correction of Work – If, within one (1) year after the date of Final Completion of the entire Work, or within such longer period of time as may be prescribed by laws or in equity or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the Project Representative to do so unless the Project Representative has previously given Contractor a written acceptance of such condition. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Final Completion or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer. Any defect in such Work shall be corrected again by Contractor promptly upon written notice of the defect from the Project Representative. The obligations under Section 1.10 of these General Conditions shall survive acceptance of the Work under the Contract for Construction and termination of the Contract for Construction. If Contractor fails to correct such Work, the Project Representative may proceed to have the work corrected at Contractor's expense and Contractor shall pay the cost thereof on demand.

1.11 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination by Contractor

- (1) Contractor may terminate in writing, the Contract in the manner provided in Section 1.11 of these General Conditions if the Work is entirely stopped for a continuous period of thirty (30) days through no act or fault of Contractor or a Subcontractor, sub- Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction.
 - b. An act of government, such as a declaration of national emergency, making material unavailable.
- (2) If one of the above reasons exists, Contractor may, upon fourteen (14) days written notice to the Project Representative terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from NSCR payment for Work.

properly executed in accordance with the Contract Documents, excluding any anticipated profits from uncompleted Work, and payment for costs directly related to Work thereafter performed by Contractor in terminating such Work, including reasonable demobilization charges, provided said Work is authorized in advance by the Project Representative .

B. Termination by NSCR

- (1) The Contract may be terminated if the Project Representative deems any of the following conditions to exist:
 - a. Contractor refuses or fails to supply enough properly skilled workers or proper materials or equipment.
 - b. Contractor fails to make prompt payment to Subcontractors for materials or equipment or labor in accordance with the respective agreements between Contractor and Subcontractors.
 - c. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction, including, without limitation, environmental rules and regulations and health and safety codes.
 - d. Contractor disregards the instructions of the Project Representative (when such instructions are based on the requirements of the Contract Documents).
 - e. In accordance with applicable law, and if permitted by such law, Contractor is the subject of a voluntary or involuntary petition in bankruptcy, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws.
 - f. Contractor has all or substantially all of its assets, equipment, or materials in any way connected with the work, executed upon or judicially seized, when such attachment or seizure remains undismissed for seven (7) days after levy thereof.
 - g. Contractor has imposed against it a federal or state tax lien.
 - h. Contractor fails to diligently prosecute the Work and/or correct deficiencies.
 - i. Contractor fails to maintain the proper license to perform the Work prescribed by this Contract.
- (2) When any of the above reasons exist, the Project Representative may, without prejudice to any other rights or remedies of the NSCR and after giving Contractor and Contractor's surety, if any, seven (7) days prior written notice (except in cases of emergency, as reasonably determined by NSCR), terminate the Contract and may:
 - a. Take possession of the site and Project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by Contractor; and
 - b. Finish the Work by whatever method the Project Representative may deem expedient.
 - c. Tender completion of the Work to Contractor's surety, if any, in accordance with terms of the Performance Bond.
- (3) When the Project Representative terminates the Contract for one of the reasons stated in Subsection 1.11B(1) of these General Conditions, Contractor shall not be entitled to receive further payment until the Work is finished and a final accounting is completed as to the proper sums due Contractor under the terms of the Contract.
- (4) To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to NSCR. This obligation for payment shall survive termination of the Contract. Such costs incurred by NSCR shall be determined by the Project Representative.

C. Suspension by the Project Representative for Convenience – The Project Representative may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or all the Work for any reason whatsoever for such period of time as the Project Representative may determine by giving seven (7) days' prior written notice to Contractor specifying the part of the Work to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to perform the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted, so far as is necessary in the Project Representative's reasonable opinion. Notwithstanding Subsection 1.11B of these General Conditions, if any part of the Work is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at the Project Representative's option, payment for

demobilization) and costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by the Project Representative. No payment shall be made the NSCR, however, to the extent that such Work is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract for Construction. In case of such suspension, delay, or interruption, the Project Representative will issue a Change Order making any required adjustment to the Contract Time and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

1.12 EMPLOYEES

For each phase and type of Work, Contractor shall employ journey level people skilled in their respective trades and skilled in the use of methods, tools, and appliances developed in order to obtain the highest quality of workmanship throughout the Project. Any person the Project Representative may deem incompetent or disorderly must be promptly removed by Contractor and not re-employed on the Project.

1.14 STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (CALIFORNIA GOVERNMENT CODE, SECTION 12990)

A. Fair Employment Practices – State Requirements – Compliance Provisions: In connection with the performance of Work under the Contract Documents, Contractor agrees as follows:

- (1) During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part thereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (2) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

1.17 SANITARY FACILITIES

Contractor shall provide potable drinking water, and sanitary toilet facilities for Contractor's workers unless the use of existing facilities is authorized by the Project Representative and maintain such facilities in good repair and in a sanitary condition. Contractor shall remove such facilities completely at the conclusion of the Work.

1.18 OBSERVANCE OF PARK RULES AND REGULATIONS

The Work to be done is within the jurisdiction of the State Park System. All persons entering the premises for whatever reason are subject to the "Rules and Regulations" for the State Park System, as set forth in Title 14, California Code of Regulations, Division 3, Chapters 1 and 2. Any person who fails to observe these "Rules and Regulations" may be barred from further work in the State Park System.

1.19 RESPONSIBILITY FOR INJURY AND DAMAGE

- A.** Contractor shall be responsible for damage to or loss of property regardless of cause, or for injury or loss of life to persons employed on this Project and to the general public, which arise from operations under this Contract.
- B.** From the formal Start Work Date until formal acceptance of the Work, Contractor is responsible to save from injury and damage by whatever cause all of the Work under this Contract, except as provided in Section 7105 of the Public Contract Code. Contractor shall rebuild, restore, and/or repair any such injury or damage, at Contractor's sole expense, before formal acceptance.
- C.** The State and / or the NSCR is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

1.20 COOPERATION BETWEEN CONTRACTOR AND STATE

- A.** When the Contract is approved, Contractor will be notified in writing by the Project Representative of the formal Start Work Date, the Contract completion date, and the name and location of the Project Representatives responsible for inspection of the Work. Contractor shall start Work within ten (10) Calendar Days of the formal Start Work Date and diligently pursue the Work to completion.
- B.** If Work is suspended for more than three (3) Calendar Days "due to Contractor's actions" or "due to no fault of NSCR, Contractor shall immediately inform the Project Representative in writing as to the rescheduling of the Work.
- C.** Contractor shall be responsible for notifying the surety or sureties, furnishing bonds for the Contract, of all changes to the Contract.
- D.** No Work shall be done except on Working Days and during Regular Work Hours unless Contractor has submitted a written request to the Project Representative not less than five (5) Calendar Days in advance of each occurrence and the Project Representative has given written approval. The Project Representative may reject, without further reason, any work done in violation of this Subsection.

1.21 PERMITS, LAWS, AND REGULATIONS

- A.** NSCR shall obtain and pay for the permits as indicated in the Project Manual. Contractor is responsible for all other permits. Notwithstanding that the State and /or the NSCR obtains any permits required for the Work, Contractor shall not be relieved of any responsibility for compliance with laws and codes, including without limitation, building codes, pertaining to the Work. Contractor shall pay all public utility usage charges, for utilities consumed during the Work, including any applicable connection charges, which apply to the Work.
- B.** No building permits from city or county governments are necessary for Work on State projects.
- C.** Contractor shall comply with the current edition of Title 24, California Code of Regulations, and the various safety orders and codes of the State of California where applicable.
- D.** All records of Contractor, subcontractors, and suppliers that pertain to the performance of the work or are necessary to determine or verify compensation, including, but not limited to, all documents used to prepare the bid shall be retained for a period of three years after final payment for examination or audit by a Project Representative. The Project Representative may examine and copy all records including, but not limited to, paper, electronic, and photographic documents.

1.22 STORAGE OF EQUIPMENT AND MATERIALS

- A.** The Project Representative shall inform Contractor of the availability of suitable areas for the storage of Contractor's equipment and materials. Contractor shall maintain the storage of equipment and materials within the confines of the area designated by the Project Representative.

- B. Contractor shall store materials intended for use on this Project in such a manner that their quality and fitness for the Work will be preserved. When considered necessary by the Project Representative, materials shall be stored so as to facilitate inspection. It shall be Contractor's responsibility to protect those stored items. All stored materials remain the property of the Contractor until such time as they are installed in their final position as intended in the Contract Documents.
- C. Routes of hauling and parking vehicles and equipment beyond the limits of the existing roads shall be only as directed by the Project Representative

1.23 SITE CONDITIONS

- A. The Project Representative may furnish reports, surveys, or other information describing physical characteristics, legal limitations and utility locations for the Project site, and a legal description of the site. The furnishing of this information is for the convenience of Contractor only and shall not relieve Contractor from its duties under the Contract Documents in general. In performance of the Work, Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and patent and concealed conditions. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Utility points of connection and other site relationships referenced in the contract documents are diagrammatic in nature. The exact location and routing requirements are the responsibility of the Contractor and are subject to the approval of the Project Representative.
- B. The Contractor shall visit the Project site and verify all existing conditions prior to preparing its bid, in accordance with Parts 1.01 and 1.02 of Section 00100 , Instructions to Bidders. No additional compensation will be allowed for any conditions described in the Contract Documents or reasonably anticipated from pre-bid examination and observation of the Project site.
- C. **Differing Site Conditions**
 - (1) During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, are encountered at the site, Contractor shall promptly notify the Project Representative in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.
 - (2) Upon written notification, the Project Representative will investigate the conditions, and if the Project Representative determines that the conditions materially differ and cause change in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Project Representative will notify Contractor of its determination whether or not an adjustment of the Contract is warranted.
- D. The construction area must be confined to the minimum space needed and be compatible with the ongoing Park Unit and / or NSCR operations. The construction area, including all staging and laydown areas, must be approved by the Project Representative.

1.24 WARRANTIES

ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR AS THE CASE MAY BE AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO STATE AND DELIVERED TO THE PROJECT REPRESENTATIVE UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

1.25 AS-BUILT PLANS

Prior to acceptance, Contractor shall furnish to the Project Representative a set of Contract plans in CAD (computer-aided drafting) format unless otherwise directed by the Project Representative, clearly and legibly marked showing the location, as constructed, of all elements, features, components, and utilities. The as-built plans shall provide detailed information and reference dimensions locating all concealed elements, features, components, and utilities. Each sheet must be stamped "AS-BUILT", signed and dated by the Contractor.

1.26 ANTI-TRUST CLAIMS

- A. Contractor offers and agrees it will assign to State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 United States Code, Section 15) or under the Cartwright Act (California Business and Professions Code, Section 16700 et seq.), arising from purchases of goods, materials, or services by Contractor for sale to NSCR pursuant to the Contract. Such assignment shall be made and become effective at the time the Project Representative tenders final payment to Contractor. (California Government Code, Section 4552)

- B.** Upon demand in writing by Contractor as assignor, NSCR shall within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the State and /or NSCR has not been injured thereby, or (2) the State and /or NSCR declines to file a court action for the cause of action. (California Government Code, Section 4554)

1.27 PROTECTION OF PERSONS AND PROPERTY

- A.** Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes, which apply to any Work performed pursuant to the Contract, including, but not limited to, any air pollution control rules, regulations, ordinances, and statutes, specified in California Government Code, Section 11017.
- B.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (OSHA) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for all other mandatory safety laws.
- C.** Contractor shall not impose or permit loading upon any part of the Work, construction, site or upon or adjacent to the Work site, in excess of safe limits, or permit loading that will result in stress or damage to the structural, architectural, mechanical, electrical, or other components of the Work.
- D. Hazardous Materials**
- (1)** Contractor shall not cause or permit any "Hazardous Materials" [as defined in Section 1.27D(2) of these General Conditions] to be brought upon, kept or used in or about the Project site except to the extent such Hazardous Materials: (a) are necessary for the prosecution of the Work; and (b) are required pursuant to the Contract Documents; and (c) have been approved in writing by NSCR. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials.
- (2)** As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as a hazardous substance, or as defined in the California Health and Safety Code, Section 25316, or any substances, materials or wastes that are or become regulated, identified, defined or listed under federal, state or local law, and all products containing such Hazardous Materials.
- E. Spread of Exotic Biological Organisms** – Before entering the park unit and at the conclusion of the Contract, all Contractors shall remove soil and organic materials from all motorized equipment used to transport or process soil or organic matter. Contractors shall clean the hull, motor, pumps, and accessories on all watercraft before entering the park unit and at the conclusion of the Contract.

SUPPLEMENTAL GENERAL CONDITIONS

1.04 Insurance

A. Insurance

- (5) Environmental/Pollution liability with a limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate shall be provided in the future should proposed rehabilitation plans identify the need for abatement of hazardous materials, such as , but not limited to, asbestos and lead. Said policy shall include coverage for the transportation of hazardous materials. The same additional insured and certificate requirements as above apply.

**CONTRACT
SPECIFICATIONS**

(see www.navarro-by-the-sea-center.org, "Round 4 Bid Documents" page)

CONSTRUCTION

DRAWINGS

(see www.navarro-by-the-sea-center.org, "Round 4 Bid Documents" page)

Project: NAVARRO INN STABILIZATION

From:

Firm:

{NSCR USE} QBD No. _____
 Rec'd: _____
 NSCR to: _____ Date: _____
 Cnslt to NSCR: _____
 Adden. Req'd: Yes _____ No _____
 To Bidders: Yes _____ No _____

Fax: _____

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Question: _____

O Mark this circle if the QBD can be answered by Bidder's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of the Project Representative, the question and reply may be returned to the questioner and distributed to all bidding general contractors for informational purposes.

END OF DOCUMENT

May 16, 2011

BID FORMS CHECKLIST – 00200 (BFC)

- A. Each Bidder shall submit with its Bid the following forms, properly completed and executed: Executed Bid Form (Document 00400), with contractor's license number and expiration date.
- ☐ Bid Form (Document 00400)
 - ☐ Schedule of Bid Prices (Document 00410).
 - ☐ Bid security equal to 10% of the Bid (Document 00430) or Cashiers Check.
 - ☐ Subcontractor List (Document 00435).
 - ☐ Substitution Request (Document 00440).
 - ☐ Bidder's Qualification Statement (Document 00450).
- B. Envelopes containing Bids shall be sealed, addressed to the Project Representative, and designated as "Bid for NAVARRO INN STABILIZATION (NSCR)". Envelopes shall bear the name and address of the Bidder.
- C. The Project Representative reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

END OF DOCUMENT

BID FORM

TO THE PROJECT REPRESENTATIVE, for the State of California Department of Parks and Recreation,
and the Navarro by-the-Sea Center for Riparian and Estuarine Research

In response to the Advertisement for Bids for the following work:

HISTORIC CAPTAIN FLETCHER'S (NAVARRO) INN STABILIZATION

the undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to said Bidder, and to do all the work and furnish all the materials therefor all in accordance with the Specifications and Drawings referred to in said Advertisement for Bids and at the prices named in the attached Schedule of Bid Prices.

The undersigned declares: That it is the Bidder (or by holding the position below indicated is authorized to execute this Bid Form on behalf of the Bidder); that said Bidder submits this Bid; The undersigned declares under penalty of perjury that all representations made on this Bid Form are true and correct.

Executed on _____, 2012

Telephone Number

Name of Firm or Corporation

(signed) Bidder or Authorized Representative

Position in Firm or Corporation

Address of Firm or Corporation

Zip Code

Contractor's California License No.

License Expiration Date

DOCUMENT 00410

SCHEDULE OF BID PRICES

NAVARRO INN STABILIZATION

Bidder's Firm Name

Street Address

Bidders must Bid on all Bid Items and Alternates itemized below.

City State Zip Code

Entries must be in permanent ink or typed.

(Area Code) Telephone No.

The undersigned, having examined all referenced documents and the Drawings, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

Refer to the PROJECT DESCRIPTION on sheet A0.0 and Specification Sections 01010 Summary of Work, and 01310 Alternates, and the Drawings for complete Bid Item information. Bid prices shall include mark-ups for overhead and profit

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
1	Mobilization Max. 5% of the total sum of Bid Items 2 through 12, excluding Allowances, Alternates, and the Mobilization Bid Item itself.	--	L.S.	--	
2	Remove southern and northern additions, salvage and retain historic building elements as shown on drawings. Document Addition "B"	--	L.S.	--	

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
3	Deconstruct existing porch and catalog, salvage elements as shown on the drawings for re-use.	--	L.S.	--	
4	Dismantle existing chimney, firebox and mantle elements. Catalog, salvage, and store for re-use. Document evidence of earlier construction.	--	L.S.		
5	Lift the building, and replace deteriorated wood spanning elements.	--	L.S.		
6	Install new concrete grade beam and stem wall foundations, including foundation for porch in Alt.1. Install new retaining wall and slab.	--	L.S.		
7	Install seismic reinforcing as shown on the drawings and specifications. Catalog, remove and salvage for re-installation exterior wood siding and redwood sheathing.		L.S.		
8	Reframe southern exterior wall to restore bearing and clad with redwood sheathing and wood siding to match existing.		L.S.		
9	Reframe northwest corner picture windows at porch to restore bearing. Frame for new double hung windows described in Alt. 3. Clad with redwood sheathing and wood siding to match existing.		L.S.		
10	Remove the scored redwood cladding at the north facing wall of the main building. Clad with redwood sheathing and wood siding to match existing.		L.S.		

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
11	Repair or replace fascia, and exterior trim. Install new temporary vandal resistant door at southeast corner.		L.S		
12	Perform lead paint abatement called for in specifications.		L.S		
13	Prep and paint all exterior elements.		L.S		
14	Hire archeologist during excavation, especially Item 6.		L.S		
					\$
TOTAL BASE BID PRICE (summation of Bid Items 1 through 12 above):					

*Note: LS = Lump Sum, EA= Each, LF = Linear Feet, SF = Square Feet, CY = Cubic Yards

Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.

ALTERNATES: The following alternates may be selected by the Project Representative with priority given to Alternate Two:

The Contract, if awarded, will be awarded to the responsible, qualified Bidder who submits the lowest responsive Bid based on the lowest overall project cost for the Total Bid Price without additive alternates selected by the Project Representative.

If the Total Bid Price of the responsible, qualified Bidder who submits the lowest responsive Bid does not exceed the construction budget amount, then the Contract will be awarded to the Bidder who submits the lowest responsive Bid and whose Total Bid Price and greatest number of additive alternates do not exceed the construction budget amount.

If the Total Bid Price of the responsible, qualified Bidder who submits the lowest responsive Bid exceeds the construction budget amount, then the Contract will be reduced by eliminating alternate #3. If after eliminating alternate #3, the lowest qualified bid is still greater than the construction project amount, the Contract will then be reduced by alternate #1. If after eliminating alternate #1, the lowest qualified bid is still greater than the construction project amount, the Contract will then be reduced by alternate #2.

In case of a discrepancy between the individual item totals and the actual sum of the total alternate or the total base bid, the individual item totals shall prevail.

The amount available in the construction budget will be announced immediately before the opening of the Bids. The Project Representative reserves the right to award to the responsible Bidder who submits the lowest responsive Bid in consideration of all factors based on:

- a. The Total Bid Price without alternates in the event that the Total Bid Price exceeds the construction budget amount.
- b. The determination that the qualifications of the Bidder meets the requirements cited in the specifications. The contract will be awarded upon review of qualifications.
- c. Consideration of any in-kind donation of labor and/or materials and/or equipment towards completion of project and obligation to meet the Round 4 match requirements of the major funder for the project, the California Cultural and Historical Endowment, as described in Instructions to Bidders (Document 00100), Section 1.10.

The undersigned further proposes and agrees that if an Alternate is incorporated in the Contract within up to 3 months after the date of the written notification of award of the Contract, the Contract Sum will be adjusted by the addition of the Alternate Price bid for the selected Alternate.

Alternate No.	Alternate Description	Estimated Quantity	Unit	Unit Price	Cost/Extension
A-1	Reconstruct the front porch using new and salvaged elements per the Drawings and Specifications		L.S.		
A-2	Remove temporary roof and old roofing. Install new plywood sheathing over (E) skip sheathing. Install new asphalt shingle roof per the Drawings and Specifications.	--	L.S.	--	
A-3	Install new temporary windows at first floor locations shown on the Drawings.	--	L.S.	--	

*Note: LS = Lump Sum, EA= Each, LF = Linear Feet, SF = Square Feet, CY = Cubic Yards

Notes:

1. Alternates shall cover all costs of Alternate Work as indicated on the Bid Documents only and shall not include Work of Base Bid or any Bid items of the Total Bid Price. Alternate prices shall include mark-ups for overhead and profit.
2. All alternates for this bid are additive.

The Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of 90 days thereafter.

Time allowed for completion of all Work shall be the number of calendar days specified in Document 00802, beginning with and including the official date of Notice to Proceed as established by the Project Representative regardless of whether the Contract is awarded under the Total Bid Price or on the basis of the Total Bid Price and any Alternate or any combination of Alternates.

Bid submitted by:

_____(seal)
Name of Firm, Corporation, Partnership or Joint Venture

Names of All Partners, if Partnership

State of Incorporation, if Corporation

Signature of Bidder or Authorized Representative

Date of Bid

2012

Name and Title of Authorized Representative

Note: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

END OF DOCUMENT

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____,

_____, as Principal, and as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to Navarro-by-the-Sea Center for Riparian and Estuarine Research for the work described below, for the payment of which sum in lawful money of the United States, 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:

WHEREAS, the Principal has submitted the above-mentioned bid to Navarro-by-the-Sea Center for Riparian and Estuarine Research, for certain construction specifically described as follows, for which bids are to be opened at

(Insert place where bids will be opened)

_____ on _____

(Insert date of bid opening)

for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with Navarro-by-the-Sea Center for Riparian and Estuarine Research, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20 _____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ ss

On this _____ day of _____ in the year of 20 _____ before me, a notary public in and for the county and state aforesaid, personally appeared,

known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____

and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

DOCUMENT 00435

SUBCONTRACTOR LIST

Pursuant to section 6.21J of the San Francisco Administrative Code, Bidder shall submit the following information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent if the Contract is awarded to Bidder. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit this Subcontractor List form with its Bid.

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Copy this page as needed to provide a complete listing.

END OF DOCUMENT

DOCUMENT 00440

REQUEST FOR SUBSTITUTION (RFS)

In accordance with California Public Contract Code section 3400 Contractor will be provided a period of 35 calendar days after the date of the Project Representative's written notification of award of the Contract for submission of data substantiating a request for a substitution with an "or equal" item. Refer to Division 1 for requirements for requesting substitutions.

Project: _____ RFS No. _____

Submitted By: _____ Date: _____

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Proposed _____ Substitution: _____

Manufacturer/Address/Phone: _____

Trade _____ Name/Model _____ No.: _____

On-Site _____ Representative/Address/Phone: _____

Installer/Address/Phone: _____

Product History: ☐ New ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product (Attach required point by point comparative data):

Reason for not providing specified item: _____

Similar installation where proposed substitution has been used (Project/Address/Architect/Owner/Date Installed):

Proposed substitution affecting other parts of Work: ☐ No ☐ Yes: explain _____

Changes or modifications needed to coordinate other parts of the Work that will be necessary to accommodate the proposed substitution: _____

Savings to NSCR for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ___ No ___ Yes: Add/Deduct _____ calendar days.

Supporting data attached: ___ Product Data ___ Drawings ___ Test Reports ___ Samples ___ Other: _____

The undersigned certifies that:

- The proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- The proposed substitution conforms in all respects to the requirements of the Contract Documents and is appropriate for the applications intended.
- The same warranty will be furnished for proposed substitution as for specified product.
- The proposed substitution will not affect or delay progress schedule.
- The cost data as stated above is complete. There shall be no claims to the NSCR for additional costs related to an accepted substitution.
- The proposed substitution does not affect dimensions and functional clearances.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Attachments: _____

CITY'S REVIEW AND ACTION

- ☐ Substitution accepted - Make submittals in accordance with Division 1.
- ☐ Substitution accepted as noted - Make corrections and submit in accordance with Division 1.
- ☐ Substitution rejected - Use specified materials and equipment.
- ☐ Substitution Request received too late - Use specified materials.

Signed: _____ Date: _____

Note: NSCR 's acceptance of Contractor's submittal of shop drawings, product data, or samples supporting this Substitution Request shall not constitute approval of submittals which do not conform to the requirements of the Contract Documents.

Additional Comments: _____

END OF DOCUMENT

DOCUMENT 00450

BIDDER'S QUALIFICATIONS STATEMENT

The Bidder must submit the following information as to experience and financial qualifications with its Bid. Failure to submit a completed Bidder's Qualifications Statement form may cause Bidder to be non-responsive and its Bid will be rejected. The Bidder's Qualifications Statement is a requirement for a complete Bid. Bidder's qualifications will be scrutinized by the Project Representative prior to formal announcement of the successful Bidder.

1. BIDDER/CONTRACTOR'S name and street address:

If BIDDER is a joint venture, name and street address of each joint venture partner:

Federal Identification Number: _____

Business Tax Registration Certificate Number: _____

Name of responsible management officer: _____

2. BIDDER/CONTRACTOR'S telephone number: () _____

3. Name of person who inspected the site of the proposed Work for the BIDDER:

Name: _____ Date of inspection: _____

4. Number of years Bidder's organization has had experience in work comparable with that required under the proposed Contract, as a general contractor: ____ years; as a subcontractor: ____ years.

5. Contractor's License Number, State of CA _____, Class _____, expiration date _____.

6. Recent work similar in character to that required in the proposed contract, which Bidder has completed in the past 8 years:

Class and Location of Work and For Whom Performed

- a. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- b. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- c. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- d. Project Description: _____
 Location: _____
 Start Date: _____ Planned Completion Date: _____ Actual Completion Date: _____
 Contract Amount: _____ Change Order Amount: _____
 General Contractor ___ Subcontractor ___ If General Contractor, list names of major subcontractors employed: _____
 Client Rep: Name/Title: _____
 Address: _____ Telephone: () _____
- e. List all contracts during the past 10 years for which the Bidder, or a member of the Bidder's organization, received an unsatisfactory performance rating, was cited for OSHA violations or failed to complete work. Explain. Show for whom performed. _____

(Add sheets if required to complete record)

7. List major construction equipment, facilities or aids that Bidder represents it possesses or can obtain in time to perform the Work; indicating whether owned or rented and where obtained:

Equipment Owned, Leased or Rented Rental Agent (Name and Telephone)

8. Bidder refers to the following bank(s) as to financial responsibility of Bidder:

Name of Bank Address Contact (Name and Telephone)

9. Insurance and Surety Companies and Agents who will provide the required Insurance and Bonds on this Contract:

Name of Company	Address of Place of Business	Agent's Name and Telephone	Type of Insurance or Bond

10. Provide for each Subcontractor listed on Document 00435: (a) California contractor's license in accordance with section 7030.5 of the California Business and Professions Code

Subcontractor Name	California Contractor License Number	San Francisco Business Tax Registration Certificate No.

BIDDER understands and agrees that, if awarded the Contract, Contractor and each of Contractor's Subcontractors must maintain a current business tax registration number.

END OF DOCUMENT