INVITATION FOR BID (IFB)

BID
BOOKLET
PUBLIC WORKS

for

San Elijo State Beach –
TEMPORARY LIFEGUARD OBSERVATION TOWER

C1247024

February 2013

State of California
Natural Resources Agency
Department of Parks and Recreation
San Diego Coast District
NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
San Diego Coast District
TEMPORARY LIFEGUARD OBSERVATION TOWER
San Elijo State Beach – C1247024
San Diego County, California

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</tr>
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<td>1</td>
</tr>
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<td>1</td>
</tr>
<tr>
<td>Bidder’s Bond (DPR 495)</td>
<td>1</td>
</tr>
<tr>
<td>California Public Contract Code Section 10162 Questionnaire</td>
<td>1</td>
</tr>
</tbody>
</table>
What is a California Certified Small Business (SB)?

For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.

Your business may be eligible if it meets all of the following:

• Must be independently owned and operated.
• Cannot be dominant in its field of operation.
• Must have its principal office located in California.
• Must have its owners (or officers in the case of a corporation) domiciled in California.
• Together with its affiliates, be either:
  ° A business with 100 or fewer employees, and an average annual gross receipts of $14 million or less over the previous three tax years, or
  ° A manufacturer with 100 or fewer employees.
• Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than $3,500,000 or, the small business is a manufacturer with 25 or fewer employees.

Please see the following website for more information about SB certification benefits and eligibility requirements: [http://www.pd.dgs.ca.gov/smbus/sbcert.htm](http://www.pd.dgs.ca.gov/smbus/sbcert.htm)

What is the SB Preference?

State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB.

The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. [http://www.pd.dgs.ca.gov/smbus/sbpref.htm](http://www.pd.dgs.ca.gov/smbus/sbpref.htm)

In no event shall the SB preference or non-SB subcontracting preference exceed $50,000 in any single bid.
How does the 5% Small Business Preference Work?

The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Bid After 5% Preference</th>
<th>Small Business Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$30,750</td>
<td>$30,750</td>
<td>Claims small business status, but is not CA certified</td>
</tr>
<tr>
<td>2</td>
<td>$28,975</td>
<td>$28,975</td>
<td>Does not claim to be a small business</td>
</tr>
<tr>
<td>3</td>
<td>$29,520</td>
<td>$29,520</td>
<td>Claims small business status, but their CA certification has expired</td>
</tr>
<tr>
<td>4</td>
<td>$29,870</td>
<td>$28,421</td>
<td>Claims small business and <strong>is</strong> CA Certified</td>
</tr>
</tbody>
</table>

Computation Method

Five percent is applied to the lowest (non-certified small business) responsible bid ([Bidder 2] $28,975 x .05 = $1,448.75).

The preference amount ($1,448.75) is subtracted from the certified small business (Bidder 4’s) bid amount ($29,870 - $1,448.75 = $28,421.25).

Bidder 4’s computed total is $28,421.25, making them the lowest bidder.

The contract is awarded to Bidder 4 for $29,870.

**NOTE:** The 5% preference is used only for computation purposes to determine the successful bidder and **does not alter the amounts of the actual bids.**

Documentation

Please provide a printout from the eProcurement website showing your certification and expiration date. [https://www.bidsync.com/DPXBisCASB](https://www.bidsync.com/DPXBisCASB)

If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete DPR 85 with your bid.

Information submitted by the bidders to claim the SB Preference will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.
To locate SB/MB contractors:

Contact the department’s contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance – [www.parks.ca.gov/advocate](http://www.parks.ca.gov/advocate).

Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at [http://www.bidsync.com/DPXBisCASB](http://www.bidsync.com/DPXBisCASB)

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov) (View CSCR Ads).

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact OSDS to find out more:

The State of California  
Department of General Services  
Office of Small Business and DVBE Services  
707 Third Street, First Floor – Room 400  
West Sacramento, CA 95605  

[www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
Receptionist: (916) 375-4940  
24-hour recording: (916) 322-5060  
FAX: (916) 375-4950  
[OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov)
Certified Small Businesses (SBs) may receive a 5% preference. Non Certified Small Business (SB) contractors may receive a 5% preference by subcontracting a minimum of 25% of the total monetary amount of their bid to Certified Small Businesses.

See the DPR 478, Small Business Notice for more information about the SB Preference.

### PART I

**IS CONTRACTOR A CALIFORNIA CERTIFIED SMALL BUSINESS?**

- [ ] YES
- [ ] NO

If Yes, attach Contractor's certification printout from the eProcurement website to this form and stop here.

If No, you still may qualify for the Small Business Preference, complete Part II below.

### PART II

**COMPLETION INSTRUCTIONS**

**COMPANY NAME:** List the names of the subcontractors and suppliers proposed for the 25% Small Business (SB) subcontractor participation.

**CONTRACTING WITH:** Enter the name of the company with which the company listed is contracting.

**NATURE OF WORK:** Identify the proposed work (or materials or equipment) to be provided.

**TIER:** The Bidder may count toward its 25% Small Business participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from SB subcontractor firms as second and third level tier subcontractors/suppliers. Using the following codes, indicate the contracting tier for each SB company listed for participation:

- 0 = Prime or Joint Contractor
- 1 = Primary Subcontractor or Supplier
- 2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

**DOLLAR VALUE:** Enter the dollar amount of the bid to be performed by the listed company's own forces.

**PERCENTAGE OF BID:** Enter the percentage of the total bid amount the dollar value represents.

**PRINTOUT:** In order to claim the 25% Small Business participation credit, a printout from the Office of Small Business and DVBE Services eProcurement website for each SB listed.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTRACTING WITH</th>
<th>NATURE OF WORK</th>
<th>TIER</th>
<th>DOLLAR VALUE</th>
<th>% OF</th>
<th>PRINTOUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB CERT NUMBER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SB CERT NUMBER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SB CERT NUMBER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SB CERT NUMBER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Small Business Subcontractor Dollar Value

Total Amount of Bid

TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS
Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

In order to be responsive and eligible for award of the contract, bidder must attain the prescribed goals for the DVBE participation.

The DVBE Participation Requirement for this solicitation is 6%.

Failure to fulfill the DVBE requirement will render your bid non-responsive.

It is essential that you commence the required participation process immediately, to allow adequate response time for potential DVBE participants.

The DVBE participation requirement is mandatory by state law, whether you are conducting business as an individual, partnership or corporation.

IMMEDIATE ACTION REQUIRED
What is a Disabled Veteran Business Enterprise (DVBE)?

For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements: http://www.pd.dgs.ca.gov/smbus/dvbecert.com.

Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE participation and/or incentive program requirements.

Commercially Useful Function Definition
California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than is expected by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

What is the DVBE participation requirement?

6% DVBE participation is required for this solicitation. A DVBE incentive will be given to bidders who provide DVBE participation above 6%. All bidders must meet the full participation requirement based on the total bid amount in order to be considered a responsive bidder.

PLEASE NOTE: If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:

- the total amount the prime contractor received under the contract
- the name and address of the DVBE(s) that participated in the performance of the contract
- the amount each DVBE received from the prime contractor
- that all payments under the contract have been made to the DVBE(s)
- the actual percentage of DVBE participation that was achieved
You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on DPR 489. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

**What is the DVBE Incentive Program?**

The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.

The incentive may be combined with other incentives and preferences up to an established cap of $100,000.00. The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.

**Who is eligible to receive the incentive?**

Any responsive bidder who has attained more than the required amount (6%) of DVBE participation per the solicitation instructions.

**Documentation**

To be considered a responsive bidder, bidders must document at least 6% DVBE participation commitment by completing and submitting the following forms:

- DPR 486, Bidder’s DVBE Participation
- STD. 843, DVBE Declarations

**DPR 486, Bidder’s DVBE Participation:** The DPR 486 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. The form must be submitted with the bid package.

**STD. 843, DVBE Declarations:** All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A STD. 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime or a sub.

Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive and may be declared unresponsive due to DVBE participation requirements. Clerical and typographical errors on these forms may be corrected at the State’s sole discretion.

Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.
How does the DVBE Incentive Program Work?

The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of $100,000.00 is set for all combined incentives and preferences.

For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the **lowest responsive and responsible bid** based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

### Table A – IFB (aka Low Price Method)

<table>
<thead>
<tr>
<th>Confirmed DVBE Participation of</th>
<th>DVBE Incentive Amount for IFB</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% or more</td>
<td>5% of lowest responsive and responsible bid</td>
</tr>
<tr>
<td>9% - 9.99%</td>
<td>4% of lowest responsive and responsible bid</td>
</tr>
<tr>
<td>8% - 8.99%</td>
<td>3% of lowest responsive and responsible bid</td>
</tr>
<tr>
<td>7% - 7.99%</td>
<td>2% of lowest responsive and responsible bid</td>
</tr>
<tr>
<td>6.01% - 6.99%</td>
<td>1% of lowest responsive and responsible bid</td>
</tr>
</tbody>
</table>

### Computation Method

**Low Price Method**

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Bid Price</td>
<td>$98,000.00</td>
<td>$102,100</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>DVBE Participation for certified</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DVBE Prime or Subcontractors</td>
<td>4%</td>
<td>8%</td>
<td>6%</td>
</tr>
<tr>
<td>Initial Ranking</td>
<td>Unresponsive</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>DVBE Incentive (from Table A)</td>
<td>n/a</td>
<td>3%</td>
<td>n/a</td>
</tr>
<tr>
<td>Incentive Amount (% x Lowest</td>
<td>n/a</td>
<td>$3,000.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Responsive and Responsible Bid</td>
<td></td>
<td>(3% x $100,000)</td>
<td></td>
</tr>
<tr>
<td>Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjusted Bid Price</td>
<td>n/a</td>
<td>$99,100.00</td>
<td>n/a</td>
</tr>
<tr>
<td>(Bidder's Price - Bidder's Incentive Amount)</td>
<td></td>
<td>($102,100 - $3,000)</td>
<td></td>
</tr>
<tr>
<td>Final Rank:</td>
<td>Unresponsive</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>
Substitution of Proposed DVBE

• If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.

• The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated DPR 486 must be submitted to the award office of Department of Parks and Recreation. The substitution request must before approved before the substitution can take place.

• Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

To locate DVBE contractors:

Contact the department’s contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance – www.parks.ca.gov/advocate.

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at http://www.bidsync.com/DPXBisCASB. Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov (View CSCR Ads).

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA  95605
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

www.pd.dgs.ca.gov/smbus

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DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist

The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the “Disabled Veteran Business Enterprise (DVBE) Participation Program.” As mandated by law, state agencies have a goal to award at least 3% of their annual contract dollars to certified DVBE’s.

When a firm bids on a state DPR contract that contains DVBE participation, the dollar amount of the bid must meet the 6% participation requirement set by DPR.

PLEASE NOTE: INCOMPLETE DOCUMENTATION (DPR 486 AND STD. 843) MUST RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.

The following checklist is provided to assist bidders with their DVBE participation documentation:

**DPR 486 - Part 1**

- □ All DVBE participation is indicated.
- □ The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- □ A copy of the printout from eProcurement system showing the company’s DVBE certification status.
- □ The DVBE participation percentage listed agrees with the dollar value claimed.

**DPR 486 - Part 2**

- □ Signed “Bidder’s Certification”

**STD. 843**

- □ A completed and signed STD. 843 is included with the bid for every DVBE (whether prime or sub) included.
COMPANY INFORMATION: List the information (Company Name, Contact information) of subcontractor(s) and supplier(s) proposed for DVBE. If prime contractor is a DVBE, the name must be listed for participation.

CONTRACTING WITH: Show the name of the department or company with which the company listed is contracting.

NATURE OF WORK: Identify the proposed work (or materials or equipment) to be provided.

DVBE CERTIFICATION NO.: Provide the DVBE Certification Number assigned to company.

TIER: Bidder may count toward its participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from DVBE firms as second and third level tier subcontractors/suppliers. Contracting tier should be indicated with the following designations:

0 = Prime or Joint Contractor
1 = Primary Subcontractor or Supplier
2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: The dollar amount of the bid to be performed by the listed company's own forces.

PERCENTAGE OF BID: The percentage of the total bid amount the dollar value represents.

PRINT OUT: In order to claim DVBE participation credit, a printout from the eProcurement system showing their supplier ID and the status of their certification must be furnished with the bidder's bid or upon the signing of contract documents. Check mark if a copy of the printout is included.

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
<th>PRINT-OUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME</td>
<td>CONTRACTING WITH</td>
</tr>
<tr>
<td>CONTACT</td>
<td>CONTACT PHONE</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>CONTRACTING WITH</td>
</tr>
<tr>
<td>CONTACT</td>
<td>CONTACT PHONE</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>CONTRACTING WITH</td>
</tr>
<tr>
<td>CONTACT</td>
<td>CONTACT PHONE</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>CONTRACTING WITH</td>
</tr>
<tr>
<td>CONTACT</td>
<td>CONTACT PHONE</td>
</tr>
</tbody>
</table>

PART 2 — BIDDER'S CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

BIDDING COMPANY’S NAME: [ ]

SOLICITATION NUMBER: C1247024

SIGNATURE: [ ]

PRINTED NAME: [ ]

DATE: [ ]

TITLE (e.g. BUSINESS OWNER/CHIEF EXECUTIVE OFFICER, ETC.): [ ]
STATE OF CALIFORNIA — DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: ____________________________ DVBE Ref. Number: ________________________

Description (materials/supplies/services/equipment proposed): __________________________________________

Solicitation/Contract Number: ____________________________ SCPRS Ref. Number: ______________________

(FOR STATE USE ONLY)

APPLIES TO ALL DVBEs. Check only one box in section 2 and provide original signatures.

☐ I (we) declare that the DVBE is a broker or agent for the principal(s) listed on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (f). State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone: ____________________________ Address: ____________________________

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____
PUBLIC WORKS
NOTICE TO
CONTRACTORS
#C1247024

San Elijo State Beach - Temporary Lifeguard Observation Tower #C1247024

Erection and placement of a 24 x 24 two-story scaffolding structure with stairway and second story safety railing and placement of DPR lifeguard tower on second story deckings.

Contractors to furnish all materials, labor, equipment, transportation and plans necessary for the erection and placement of the temporary lifeguard tower structure at San Elijo State Beach.

This is an Invitation for Bids (IFB) Public Works Bid Opening: promptly at 2:00 PM. on Wednesday, February 27, 2013. ALL Bids for the San Elijo State Beach - Temporary Lifeguard Observation Tower MUST be received by 2:00PM not late exceptions. Bids may be received by mail, or in person at the San Diego Coast District Office, 4477 Pacific Highway, San Diego, CA 92110.

Contractors to furnish all materials, labor, equipment, transportation and plans necessary for the erection and placement of the temporary lifeguard tower structure at San Elijo State Beach, in Cardiff, CA. All According to the Scope of Work, and "SAMPLE" Plans hereby attached and made a part of this booklet.

Site Visit: Mandatory Job Walk will be Tuesday, February 19, 2013 @ 10:30 AM, Meet at the San Elijo State Beach Entrance Kiosk located at the San Elijo State Beach Campground, 2050 Highway 101, Cardiff by the Sea, CA 92007

Project Representative: Brian Gaudet, Maintenance Chief- San Diego Coast District (760) 272-9639

Project Location: 2050 Highway 101, Cardiff By The Sea, CA 92007

Required License: A or B

Project Manager's Estimate: Engineer estimate: $45k

Project Duration: The bidder agrees to complete all within 30 calendar days from start date in written notice to commence work.

Please direct all administrative question to the Contract Administrator, Staff Services Analyst, Casey F. Wear. She may be reached at 619-688-3336, or preferred e-mail at: casey.wear@parks.ca.gov

Disabled Veteran Business Enterprise Requirements are Mandatory please read carefully insert "NOTICE" attached and a part of this this bid booklet (DPR 479IP).

Prospective bidders may examine and obtain bid forms, Advertisement, Project bid booklet and bid submittal documents may be obtained by registering at the website: www.bidsync.com and entering in the contract number C1247024

No bid will be considered unless it is made on a standard bid form furnished by the Department of Parks and Recreation, and is made in accordance with the "Instructions to Bidders."

Bids must be submitted for the entire work as described herein. The Department of Parks and Recreation reserves the right to waive any irregularity in a bid or to reject any or all bids.

The apparent low bidder will be required to execute a contractual agreement in the form of a “Standard Agreement - Form 213” which shall be binding upon the State of California only upon approval by the State.

Bond requirements for contracts exceeding $5,000 are stated in the General Conditions, DPR 483, Section 00700.

In accordance with the provisions of Section 1770, 1773, and 1773.1 of the Labor Code, the Department has ascertained that the general prevailing rate of wages in the county in which the work is to be done be as listed by the Department of Industrial Relations. A copy of this listing is on file at the address listed above or at www.dir.ca.gov.

Notice of Requirement for Nondiscrimination Program: Your attention is called to the "Nondiscrimination Clause" set forth or referred to herein, which is applicable to all nonexempt State construction contracts, and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. (Refer to General Terms and Conditions at www.ols.dgs.ca.gov/Standard+Language.)
PART 1. GENERAL

1.01 EXAMINATION OF BID DOCUMENTS AND SITE

A. Bidder shall carefully examine and thoroughly acquaint himself/herself with the conditions at the site of the work, the plans, the specifications and the provisions contained in the project manual. He/she shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the bidder to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. Questions pertaining to the Plans and Specifications which may arise during the bidding period shall be directed to the Question and Answer section of the solicitation posted within the advertisement.

1.02 DISCREPNCIES

A. Any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents or doubts as to meaning shall be brought to the state’s attention not later than seven days prior to bid opening date.

B. All interpretations and clarifications will be in the form of written addenda. All bidders are responsible to inquire as to addenda issued. All addenda become part of the contract documents. Any oral representations issued shall be of no force or effect.

1.03 BIDS AND BIDDERS

A. Before submitting bids, all bidders must be licensed in the appropriate classification in accordance with provisions in Chapter 9, Division 3, of the “California Business and Professions Code” as amended.

No bidder may bid on work of a kind for which he/she is not properly licensed by the Contractors State License Board, and any such bid received will be rejected. Joint venture bidders must possess a joint venture license.

B. State shall not award a contract to a bidder, nor shall a bidder be eligible to bid for or receive a contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

C. Bids shall be signed and submitted on the Bid Form provided and shall be filled out in the same name style, manner and license number as bidder is licensed with the Contractors State License Board.

D. Each bid shall have listed therein the name, address, license number and portion of the work of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of 1 percent of the total bid in accordance with the “Subletting and Subcontracting Fair Practices Act,” commencing with Section 4100 of the Public Contract Code. The contractor agrees that he/she is fully qualified to perform that portion of the work, and that he/she shall perform that portion of the work for which a subcontractor has not been listed.

E. Bids exceeding $250,000 shall have enclosed cash, a cashier's check, certified check, or a bidder’s bond, executed as surety by a corporation authorized to issue surety bonds in the State of California, made payable to “Director of Parks and Recreation,” in an amount equal to at least 10 percent of amount of bid. No such bid shall be considered unless one of the forms of bidder’s security is enclosed therewith. If bidder’s security is a bidder’s bond, it must be executed on a form approved by the state. Personal checks are not acceptable.
Within 10 days after the contract award the Department of Parks and Recreation will return all bidder's security, other than bidder's bonds, accompanying proposals that are not to be further considered in making the award. Retained bidder's security will be held until the contract has been fully executed, after which all bidder's security, except bidder's bonds, will be returned.

F. Bids shall not be qualified. Any proposal modifying the conditions of the bid will be disregarded, or will be cause for rejection of the bid. Deviations from the Plans and Specifications shall not be considered and shall be cause for rejection of the bid.

G. Bids shall include the cost of all items shown on the Plans, mentioned in the Specifications, or reasonably inferred therefrom as necessary to complete the work within the intent of the contract documents.

H. Bid shall include all applicable federal, state and other taxes, together with the cost of all permits, licenses and the like, which may be required under various laws and regulations.

I. Amounts shall be written in figures.

J. Bids shall be submitted in duplicate in a sealed envelope. This sealed envelope shall be delivered to the place shown prior to the time and date for the bid opening. This envelope must have the return address of the bidder. It is the responsibility of the bidder to see that his/her bid is received in proper time. Facsimile (FAX) responses will not be considered.

K. No bids will be accepted after the time set for the bid opening.

L. Bids will be opened and read publicly at the time set for the bid opening, or as soon as practicable.

M. Any bid may be withdrawn prior to the time fixed in the Notice to Contractors for submitting bids, provided a request for withdrawal is submitted in writing, signed by the bidder or his duly authorized representative and filed at, or e-mailed to or faxed to the place shown on the Notice to Contractors. An oral, telegraphic, or telephonic request to withdraw or alter a bid proposal is not acceptable.

N. No bid may be withdrawn after the time fixed in the Notice to Contractors for submitting bids.

O. No bids exceeding $1,000.00 shall be considered unless a sworn statement is executed by the bidder on the form provided by the state titled “NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS,” DPR 837, and submitted with the bid. BIDDER’S SIGNATURE ON THE FORM MUST BE NOTARIZED.

P. In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the state.

1.04 CONTRACT

A. All bids shall remain valid for 30 calendar days after the bid opening date.

B. If the contract is awarded, it will be awarded to lowest responsible bidder whose bid complies with all prescribed requirements, which may include a “Small Business Vendor” in accordance with California Code of Regulations, Title 2, Section 1896 et seq.
C. The apparent low bidder shall execute the required number of copies of the contract documents and return them within ten (10) days, not including Saturdays, Sundays and Legal Holidays, after he/she has received notice that he/she is the apparent low bidder. Signature of the apparent low bidder on the contract documents will complete identification of these documents.

Failure to provide the required executed contract documents within the ten (10) working days, not including Saturdays, Sundays and Legal Holidays may be deemed refusal of an award which may be cause for forfeiture of bidder’s security.

The state may award to the next lowest responsible bidder and avail itself of all legal remedies provided by statute.

D. The contract shall be binding upon the state only after approval by the state. Should work begin in advance of receiving notice that the Contract is approved, that work shall be considered as having been done by a volunteer and Contractor shall go unpaid.

1.05 CERTIFICATE OF INSURANCE

The contractor shall furnish a Certificate of Insurance to the state as described in General Conditions, DPR 483, Section 00700.

1.06 CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Bidder shall be required to submit a DPR 20 (California Public Contract Code Section 10162 Questionnaire) for bids that exceed $120,000. Failure to submit this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the Department of Parks and Recreation. Failure to submit the required information within the time frame prescribed by the Department of Parks and Recreation may be deemed refusal of an award which shall be cause for forfeiture of bidder’s security.
State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Exhibit B, Attachment 1
PUBLIC WORKS BID FORM

Nondiscrimination Compliance Statement: The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Verification: By signing this Bid Form, the bidder assures the state that it has not been convicted of violating a state or federal law regarding the employment of undocumented aliens, in the preceding five years.

The prospective contractor's signature affixed hereon and dated shall constitute a certification that the representations made by the prospective contract in the bid are made under penalty of perjury under the laws of the State of California.

Important: Pursuant to Title 2, California Code of Regulations, Section 8103 and Business and Professions Code Section 7028.15, no bid will be considered unless it contains the certifications and license information requested on this form. The State reserves the right to waive any irregularity in any bid or to reject any or all bids.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed above. This certification is made under the laws of the State of California. I understand that failure to submit the Public Works Bid Form without the appropriate bidder signature will result in rejection of the bid.

BY (Authorized Signature) DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR/BIDDER FIRM NAME (Printed) LICENSE NO. FAX NO.

ADDRESS CITY/STATE/ZIP CODE

LICENSE CLASSIFICATION LICENSE NO. LICENSE EXPIRATION DATE

STATUS OF BUSINESS (Check appropriate box.)

□ Individual.

□ Corporation. State in which incorporated: ____________________________

□ Partnership. Full names of partners:

Listed hereinafter are the names, addresses and contractor's license numbers of all subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the general contractor's total bid if this bid is accepted and the portion of the work that each will perform. Material vendors are not included.

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<th>KIND OF WORK</th>
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San Elijo State Beach
Temporary Lifeguard Observation Tower
EXHIBIT B, ATTACHMENT I
C1247024

Erection and placement of a 24 x 24 two-story scaffolding structure with stairway and second story safety railing and placement of DPR lifeguard tower on second story decking.

Contractors to furnish all materials, labor, equipment, transportation and plans necessary for the erection and placement of the temporary lifeguard tower structure at San Elijo State Beach.

All According to the Scope of Work, and SAMPLE Plans hereby attached and made a part of this booklet.

(If dollar amount is zero please enter zero)
24 months Rental of structure Amount:
$    Cost per month $    X24 =

24 months Rental Amount Total Written Out:
$______________________________

Labor Amount
$______________________________

Labor Amount Written Out:
$______________________________

Materials
Total Dollar Amount:
$______________________________

Materials Total Dollar Amount Written Out:
$______________________________

All Applicable Permits
Total Dollar Amount:
$______________________________

All Applicable Permits Total Dollar Amount Written Out:
$______________________________
EXHIBIT B, ATTACHMENT I
C1247024

California Engineer Approved and Wet Stamped Design
Total Dollar Amount:
$__________________________________________________
California Engineer Approved and Wet Stamped Design
Total Dollar Amount Written Out:
$__________________________________________________

Equipment and set up/tear down fees
Total Dollar Amount:
$__________________________________________________
Equipment and set up/tear down fees
Total Dollar Amount Written Out:
$__________________________________________________

Miscellaneous Expenses
Total Dollar Amount:
$__________________________________________________
Miscellaneous Expenses
Total Dollar Amount Written Out:
$__________________________________________________

Total Bid Amount: $___________________________________
Total Bid Amount Written Out: $___________________________________________

In case of discrepancy between the stipulated totals and the actual sum of the totals, the actual sum of all item totals shall prevail.

The State desires to complete the maximum amount of work that can be accomplished within available funds. The award of contract, if made, will be to the lowest responsible bidder who submits the lowest Lump Sum Total.
STATE OF CALIFORNIA ) ) ss
COUNTY OF_________________________ )

__________________________________________, being first duly sworn, deposes and says that he or she is
(Name)
__________________________________________
(Position title)

(Date)

(The bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED:__________________________________ By ____________________________________
(Person signing for bidder)

Subscribed and sworn to (or affirmed) before me on this_______ day of ________________, 20____, by the person named above, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notarial Seal) __________________________ (Notary Public) __________________________
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
1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY’S NAME

CONTRACTOR’S NAME

2. The term of this Agreement is:

through

3. The maximum amount of this Agreement is:

$ ____________

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made part of the Agreement.

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<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Page(s)</th>
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<tr>
<td>A</td>
<td>Scope of Work</td>
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<td>B</td>
<td>Budget Details and Payment Provisions</td>
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<td>C*</td>
<td>General Terms and Conditions</td>
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<td>D</td>
<td>Special Terms and Conditions (Attached hereto)</td>
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<td>Special Terms and Conditions</td>
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<td>Additional Provisions</td>
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Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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<th>CONTRACTOR</th>
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<td>CONTRACTOR’S NAME (if other than an individual, state whether a corporation, partnership, etc.)</td>
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<td>BY (Authorized Signature)</td>
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<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
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<td>ADDRESS</td>
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<th>STATE OF CALIFORNIA</th>
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<td>AGENCY NAME</td>
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<td>BY (Authorized Signature)</td>
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<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
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Exempt per:
EXHIBIT A — Public Works
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to furnish all labor, tools, materials and equipment necessary to:

2. The work shall be performed at:

3. The work shall be provided during:

4. The project representatives during the term of this agreement will be:

<table>
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<th>State Agency:</th>
<th>Contractor:</th>
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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Bid Form, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears.

2. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Compensation

   Contractor shall submit to the State an itemized request for payment, in triplicate, no more than once each 30 day period. All invoices or requests for payment, not on Contractor's preprinted stationery, shall be signed by the Contractor or his authorized representative and submitted to the State’s Representative as indicated in paragraph 1B above.

   Five percent (5%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement. No progress payments will be made by the State for project terms less than thirty (30) days. The one and only payment will be the final payment made by the State upon satisfactory completion of all work required under the contract documents.
SPECIAL TERMS AND CONDITIONS

1. **Project Manual**

The Project Manual, marked Exhibit D, Attachment I, containing instructions to bidders, general conditions, plans and specifications, and other pertinent bid documents related to this project, as enumerated in the Project Manual's Table of Contents, is hereby attached and incorporated into this agreement.

2. **Public Works - Rules/Regulations**

Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

The premium on this bond is

THAT The State of California, acting by and through the

has awarded to

whose address is

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

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 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 CONDITION OF THIS OBLIGATION IS SUCH,

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

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

Executed in ______________________

under the laws of the State of California.

STATE OF CALIFORNIA

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

Executed in ______________________ on ______________________

under the laws of the State of California.
### PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003) (CA ST PKS, EXCEL 6/11/2009)

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

#### PAYEE'S LEGAL BUSINESS NAME (Type or Print)

<table>
<thead>
<tr>
<th>SOLE PROPRIETOR — ENTER NAME AS SHOWN ON SSN</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Last, First, M.I.)</td>
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#### MAILING ADDRESS

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP CODE</th>
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#### BUSINESS ADDRESS

<table>
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<tr>
<th>CITY, STATE, ZIP CODE</th>
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#### ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

<table>
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<tr>
<th>FEIN:</th>
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</tbody>
</table>

**NOTE:**
Payment will not be processed without an accompanying taxpayer I.D. number.

#### PAYEE ENTITY TYPE

- □ PARTNERSHIP
- □ CORPORATION:
  - □ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
  - □ LEGAL (e.g., attorney services)
  - □ EXEMPT (nonprofit)
  - □ ALL OTHERS
- □ INDIVIDUAL OR SOLE PROPRIETOR

#### ENTER SOCIAL SECURITY NUMBER:

<table>
<thead>
<tr>
<th>SSN:</th>
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(SSN required by authority of California Revenue and Tax Code Section 18646)

#### PAYEE RESIDENCY STATUS

- □ California resident - Qualified to do business in California or maintains a permanent place of business in California.
- □ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
  - □ No services performed in California.
  - □ Copy of Franchise Tax Board waiver of State withholding attached.

#### I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

#### AUTHORIZED PAYEE REPRESENTATIVE’S NAME (Type or Print)

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>

Please return completed form to:

<table>
<thead>
<tr>
<th>Department/Office: Department of Parks and Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit/Section:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Telephone: (<strong>)                                   Fax: (</strong>)</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
</tbody>
</table>
### Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

### Enter the payee's legal business name.

Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

### Check the box that corresponds to the payee business type.

Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

### Are you a California resident or nonresident?

A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

- Withholding Services and Compliance Section: 1-888-792-4900
- E-mail address: wscs.gen@ftb.ca.gov
- For hearing impaired with TDD, call: 1-800-822-6268
- Website: www.ftb.ca.gov

### Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

### This section must be completed by the State agency requesting the STD. 204.

### Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.
## CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162

### Questionnaire

<table>
<thead>
<tr>
<th>PARK UNIT NAME</th>
<th>PROJECT NAME</th>
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<tbody>
<tr>
<td></td>
<td>San Elijo State Beach Temporary LG Observation Tower</td>
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</table>

<table>
<thead>
<tr>
<th>NAME OF BUSINESS</th>
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</table>

In accordance with Section 10162 of the California Public Contract Code, bidders shall complete, under penalty of perjury, the question below. Please answer the following: 

HAVE YOU, ANY OFFICER OF YOUR BUSINESS, OR ANY EMPLOYEE OF YOUR BUSINESS WHO HAS PROPRIETARY INTEREST IN YOUR BUSINESS EVER BEEN DISQUALIFIED, REMOVED, OR OTHERWISE PREVENTED FROM BIDDING ON, OR COMPLETING A FEDERAL, STATE, OR LOCAL GOVERNMENT PROJECT BECAUSE OF A VIOLATION OF LAW OR VIOLATION OF SAFETY REGULATIONS?

- [ ] Yes (Explain circumstances below. Attach additional pages if needed.)
- [ ] No

### NOTICE TO BIDDERS

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

The Department of Parks and Recreation (DPR) reserves the right under California Public Contract Code Section 10162 to reject any bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder who has been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or violation of safety regulations.

Failure to return this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the DPR. Failure to submit this form within the time frame prescribed by the DPR may be deemed refusal of an award which shall be cause for forfeiture of bidder’s security.

### CERTIFICATION

By my signature, I certify under penalty of perjury under the laws of the State of California that the foregoing questionnaire and statements pursuant to California Public Contract Code Section 10162 are true and correct.

<table>
<thead>
<tr>
<th>BIDDER SIGNATURE</th>
<th>PRINTED NAME</th>
<th>DATE</th>
</tr>
</thead>
</table>
DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

COMPANY/VENDOR NAME (Printed) 

BY (Authorized Signature) 

PRINTED NAME AND TITLE OF PERSON SIGNING 

DATE EXECUTED 

EXECUTED IN THE COUNTY AND STATE OF 

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

COMPANY/VENDOR NAME (Printed) 

INITIALS OF SUBMITTER 

PRINTED NAME AND TITLE OF PERSON INITIALING 

DPR 74 (Rev. 9/2010)(Excel 9/2/2010)
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 State’s Representative.

B. Bulletin – A Bulletin is a written order directed to Contractor and issued by State’s 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 State’s 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 State 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 – STD. 213; General Conditions; STD. 807, Payment Bond; Performance Bond; Special Provisions; Specifications; Plans; STD. 811, Small Business Preference and Certification; Certificate of Insurance; Addenda; Amendments; Non Collusion Affidavit; Disabled Veteran Business Enterprise Compliance Certification and Documentation; 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 State 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 State.

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 State’s 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.


N. Project – The Project means the erection, construction, alteration, repair, or improvement to be accomplished under the Contract.

O. Project Work Schedule – The Project Work Schedule is the schedule furnished by Contractor to State in accordance with Section 1.06A(2) of these General Conditions displaying the anticipated schedule for completing the Work.

P. Punch List – The Punch List is the list prepared as a result of a final inspection conducted by State 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 State’s Representative.

R. **Schedule of Values** – The Schedule of Values is the statement furnished by Contractor to State 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. **State’s Representative** – The State’s Representative is the person designated by State to oversee and manage the Contract and completion of the Work on behalf of State and who is the authorized representative of State for this Project. The term State’s Representative may be used interchangeably with Project Manager. CONTRACTOR SHALL ONLY TAKE DIRECTION FROM STATE’S 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 OF STATE UNLESS CONFIRMED BY STATE’S 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 State, 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 State 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 State’s 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 State’s Representative 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 (STD. 807) as furnished by State.

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 liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. 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 State 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 State. A copy of any applicable Builder’s Risk/Installation Floater will be provided to State, 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 $1,000,000 combined single limit each 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 worker’s compensation and employer’s liability insurance for all of Contractor’s employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

B. Insurance Policies – Each policy of insurance shall: (1) Be in a form acceptable by State; (2) be written by an insurer acceptable to State; (3) be maintained at Contractor’s sole expense; (4) require a minimum of ten (10) days written notice to State prior to any cancellation, non-renewal, or modification of insurance coverage; (5) contain an endorsement naming the State of California, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the State of California under this Contract or permit, at no cost to State; the endorsements are to be provided for the general liability and motor vehicle liability policies; (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 State.

Waiver of Subrogation: When work is performed on State-owned or controlled property, the Workers’ Compensation and Employers’ Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

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 “vii” or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State 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 State 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. Such evidence shall be furnished on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all requirements set forth in this section.

(2) Contractor shall notify the State within 10 days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Contractor shall provide to State 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)

F. State's Remedies – Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may, in addition to any other remedies State has, terminate this Contract immediately, and all payments due or that become due will be withheld, until notice is received by State 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 State.

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

A. State's 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 State’s Representative when based on the requirements of the Contract Documents; State 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 State to stop the Work shall not give rise to a duty on the part of State 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. State’s 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 State to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, State may, regardless of whether an Event of Default has occurred, and without prejudice to other remedies State 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 State’s and State 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 State on demand. The correction of such deficiencies by State 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 State one (1) electronic copy and three (3) paper copies of a Critical Path Method (CPM) Project Work Schedule, in form and content satisfactory to State 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 State’s Representative, State’s 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 affect 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 State 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 State’s satisfaction to bring the progress of the Work in compliance with the Project Work Schedule, State 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 State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor shall pay to State, 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. State 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 State 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 State’s Representative's review and approval, substitute any other brand of equal quality, utility, and availability. State's 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. State’s 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 State’s Representative approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed State's Representative in writing of such deviation at the time of submittal and fully complied with Section 1.08 of these General Conditions, and State’s 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 State’s approval thereof.

C. Safety and Clean-Up – Contractor acknowledges that State 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.

D. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an
E. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

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 State within five (5) days following such event.

(2) Continuing Contract Performance: Contractor, in the event of any claim or dispute with State 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 State's 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 State, any employee of State, or any separate contractor employed by State, (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. State may, at its 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.

c. Adjustments in compensation for delays or time extensions will be allowed only for the causes specified in (i) and (ii) of paragraph 1.07A(6)a above, which extend the overall project duration.

(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 State shall be decided by State’s Representative promptly, but not longer than ten (10) Working Days from the date Contractor notifies State’s Representative in writing that agreement on a dispute cannot be reached and a written decision from State’s Representative is required. The decision of State’s Representative shall be final and conclusive on Contractor unless, within fifteen (15) days from the receipt of such decision, Contractor submits to State’s Representative a written request for review of the decision made by State’s Representative. The Director, or a designee other than State’s 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 State’s Representative as provided for herein. Contractor and State’s 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 Director is Final: The decision of the Director or her or his designee shall be final and conclusive on Contractor, unless, within fifteen (15) Working Days from receipt of such decision, Contractor submits to State’s 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 State 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 the Department of Parks and Recreation, State of California, 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 Department of General Services, 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 State’s 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 State’s 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 State, Contractor shall furnish spreadsheets from which the breakdowns were prepared, plus spreadsheets, 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) State approves a Change Order to be priced on a time and material basis, (b) State issues a Field Order to proceed with a change in the Work, Contractor timely notifies State 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 State 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 following:

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 State.

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 on account of the deleted work for material, labor, and construction equipment.

(3) Failure of Contractor and State 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. State shall have the right within its sole discretion to require Contractor to commence performance of changes to the Work. If Contractor and State 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 State 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 – The apparent low bidder, within ten (10) days, not including Saturdays, Sundays, and Legal Holidays, after receiving notice that he/she is the apparent low bidder, shall submit along with the contract documents 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 State’s 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 State 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 State’s 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. Five percent (5%) shall be retained from each progress payment and held by State. After the Punch List has been issued, retainage remains at 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 State, 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 State from Contractor.

3. Section 10263 of the Public Contract Code pertaining to security deposits in lieu of retentions is incorporated, herein, in full by this reference. Pursuant to that Section, Contractor may, for contracts subject to the State Contract Act, request substitution of eligible securities for such retentions prior to issuance of original contract documents. Contractor hereby agrees to execute said securities using a State-furnished standard excrow agreement.

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 State agrees to accept and occupy and utilize separately) is sufficiently complete in accordance with the Contract Documents so State 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 (DPR 248)/Notice of Completion (DPR 249): Contractor shall have seven (7) Working Days after receipt of the Certificate of Substantial Completion (DPR 248) during which Contractor may make written objection to State as to provisions of the Certificate of Substantial Completion and Punch List. If, after considering such objection, State concludes that the Project is not substantially complete, State 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, State shall issue a final
**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.
for demobilization) and costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by State’s Representative. No payment shall be made by State, 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, State 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 State may deem incompetent or disorderly must be promptly removed by Contractor and not re-employed on the Project.

1.13 PREVAILING WAGE

A. The Notice to Contractors stipulates the prevailing wage rates applicable to the classes of labor to be used on this Project.

B. Contractor shall abide by the laws and regulations set forth pursuant to California Labor Code, Sections 1720 et seq., and Title 8, California Code of Regulations, Section 16000 et seq.

1.14 TRAVEL AND SUBSISTENCE PAYMENTS

Contractor shall make travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

1.15 APPRENTICES

Special attention is directed to California Labor Code, Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Each Contractor and Subcontractor must, prior to commencement of the Public Works Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor. For further information, the website for the Division of Apprenticeship Standards can be accessed at: www.dir.ca.gov.

1.16 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 State’s Representative. Contractor shall locate temporary facilities as directed by State’s 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.

1.17 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.

1.18 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. State is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

1.19 COOPERATION BETWEEN CONTRACTOR AND STATE

A. When the Contract is approved, Contractor will be notified in writing by State of the formal Start Work Date, the Contract completion date, and the name and location of State’s Representative 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 State,” Contractor shall immediately inform State’s 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 State’s Representative not less then five (5) Calendar Days in advance of each occurrence and State has given written approval. State may reject, without further reason, any work done in violation of this Subsection.

1.20 PERMITS, LAWS, AND REGULATIONS

A. State shall obtain and pay for the permits as indicated in the Project Manual. Contractor is responsible for all other permits. Notwithstanding that State 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 the State. The State may examine and copy all records including, but not limited to, paper, electronic, and photographic documents.

1.21 STORAGE OF EQUIPMENT AND MATERIALS

A. State’s 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 State’s 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 State, 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 State’s Representative.

1.22 SITE CONDITIONS

A. State 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 State’s 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 Public Works, 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 State in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.
1.24 AS-BUILT PLANS

Prior to acceptance, Contractor shall furnish to State's Representative a set of Contract plans in CAD (computer-aided drafting) format unless otherwise directed by State's 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.

1.25 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 State. 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.
San Elijo State Beach  
Exhibit A, Attachment I  
Scope of Work (SOW)  
Temporary Lifeguard Scaffold Tower

Erection and placement of a 24 x 24 two-story scaffolding structure with stairway and second story safety railing and placement of DPR lifeguard tower on second story decking.

Contractors to furnish all materials, labor, equipment, transportation and plans necessary for the erection and placement of the temporary lifeguard tower structure at San Elijo State Beach.

1. Contractor to furnish and erect two story scaffolds with decking using the following specs.

   A. Placement location per – sample plans, marked (A-1.1) Exhibit A, Attachment III, hereby attached and made a part of this bid packet, as per Department of Parks & Rec. direction.
   B. Decking of scaffolding to be at a height of 14 feet. Maximum total overall structure height with fiberglass cab attached to be no greater than 30 feet.
   C. Outside dimensions of decking/scaffolding to measure 24ft x 24ft.
   D. Scaffolding/Decking to be able to support fiberglass/steel lifeguard tower. See -sample specs/plans, marked (A-1.2) Exhibit A, Attachment II, & Exhibit A, Attachment III, hereby attached and made a part of this bid packet
   E. Solid decking to have a non-skid surface suitable for barefoot use and be water/moisture resistant.
   F. Scaffold structure to include access stairs with double handrails. See -sample plans, marked (G-1.1) Exhibit A, Attachment III, hereby attached and made a part of this bid packet.
   G. Second story scaffold structure to include ridged safety railing at 48” height around entire observation decking. See -sample plans, (G-1.1) marked Exhibit A, Attachment III, hereby attached and made a part of this bid packet.
   H. Scaffold components and decking shall be new or near new condition, free from rust, dirt and debris.

2. Contractor’s bid shall include all cost of procuring and processing all applicable city permits (City of Encinitas), taxes and all other applicable expenses, Coastal permit will be the responsibility of the State.

3. It is also mandatory that the Scaffolding Vendor provide the structural engineering, wet stamped by a California certified Professional engineer, for the scaffolding, tower hold downs and connections to tower top rated for winds up to 75 mph for State Fire Marshall (SFM) approval. This MUST be submitted to the State Fire Marshal PRIOR to any installation of the Scaffolding or cab on the bluff top. It will be the responsibility of the Department of Parks & Recreation, to submit the plans for SFM approval.

4. All work and materials to be in compliance with local, state and federal building codes as well as OSHA regulations.

5. Contractor will be responsible for all cleanup and debris removal associated with project. Contractor shall provide for all necessary public safety aspects which include but are not limited to: barricades, caution tape, notification to Department of Parks & Recreation, Project Manager of deliveries, overhead work, etc.