



**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

PROJECT TITLE:

Richmond Lakeside Tenant Improvement – Phase 1

4114 Lakeside Drive, Richmond, California

REQUEST FOR PROPOSAL (RFP) – A BEST VALUE PROJECT

NUMBER 2019-006

RFP DUE DATE: June 6, 2019 @ 4pm PDT

FOR INFORMATION CONTACT:

Chi-Wing Wong, Sr. Project Manager
On behalf of BAAQMD at
Chiwing.Wong@cushwake.com
(650) 931-2219

Contents

Part 1 Request For Proposal (RFP) Summary..... 2

Part 2 Instructions to Proposers 4

Part 3 Bid Form and Proposers Documents..... 11

Part 4 Construction Contract 30

ATTACHMENT A – Claims Procedure 39

ATTACHMENT B – Proposal Breakdown 44

ATTACHMENT C – Description of Work and Preliminary Project Schedule..... 46

ATTACHMENT D – Construction Drawings 50

ATTACHMENT E – Submission Instructions 51



Date: April 23, 2019

The Air District requests a proposal for:

Project Title: Richmond Lakeside Tenant Improvement - Phase 1

Request for Proposal (RFP) Number: 2019-006

Description of Project:

This is a tenant improvement project (+/- 6,400 square feet) with site upgrade work. This project is to provide an accessible path of travel from public sidewalk to building entry, ADA compliant restrooms, infill several exterior storefront doors, new offices, new conference rooms, new ceiling system, new finishes, and new mechanical, plumbing and electrical work.

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Project Manager: Chi-Wing Wong
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Project Coordinator: Grecia Orosco
Email: Grecia.Orosco@cushwake.com
Telephone: 415-694-6475

Part 1 Request For Proposal (RFP) Summary

The below Request for Proposal Summary is not intended to be exclusive and the RFP Package should be carefully reviewed by the Proposer prior to submitting a proposal.

1. Proposal Submittal Information:

- 1.1 Electronic proposal submission must be submitted to the Air District's Public Portal no later than 4 p.m. on **June 6**, 2019 at <https://baaqmd.bonfirehub.com/opportunities/15516>. See Attachment E for Submission Instructions for Proposers. Attachments A, B, C, D, and E to this RFP are incorporated into and made a part of this RFP as if set forth in full.
- 1.2 Proposals must be submitted on the Air District's Public Portal.
- 1.3 Proposals arriving after the above deadline will be deemed non-responsive and will not be accepted.
- 1.4 Proposals will not be opened in public. All submitted proposals will be reviewed by a review committee and evaluated per the selection criteria listed below.
- 1.5 The proposal and accompanying electronic documents shall include the RFP number 2019-006.

2. Pre-Proposal Walk Information:

Contractor pre-proposal walk (bid walk) at 4114 Lakeside Drive, Richmond, CA

Date: Tuesday, May 7, 2019
Time: 1:00 p.m. to 2:00 p.m.
Location: 4114 Lakeside Drive, Richmond, CA

Pre-registration: Interested contractors are required to pre-register before by email to:
Grecia Orosco (Project Coordinator)
Email: Grecia.Orosco@cushwake.com

Parking: At parking lot at 4114 Lakeside Drive, Richmond, CA.
Meeting location: 4114 Lakeside Drive, Richmond, CA

Activities on the site will consist of a project Q&A with BAAQMD representatives, followed by a walk-through of proposed project location. This pre-proposal walk is mandatory.



3. **Contract Documents:** A sample Air District construction contract is included with this RFP (See Part 4). By submitting a proposal, the proposer agrees to enter into such contract if selected as the contract awardee.
4. **Preliminary Project Schedule:** See Attachment C of this RFP.
5. **Contractor's License Type:** The prime general contractor for this project shall possess a valid State of California Contractor's License in Class B category. A contractor or subcontractor is not qualified to submit a proposal on, be listed in a proposal for, or perform work on the project unless they are registered and qualified to perform public works with the Department of Industrial Relations pursuant to the California Labor Code.

Part 2 Instructions to Proposers

The below Instructions to Proposers includes requirements for submitting a proposal for this project.

1. SOLICITATION OF REQUEST FOR PROPOSALS.

- 1.1 **Submittal.** Any proposal which is attempted to be delivered or which is received after the stated time shall be deemed non-responsive and rejected. The proposer shall have the sole and exclusive responsibility for ensuring that a proposal is received by the time stated herein. Any proposal that is incomplete, unclear, or that fails to fully comply with the applicable requirements set forth herein, including, but not limited to, use of the forms provided by the Air District, may be rejected as nonresponsive.
- 1.2 **Responsibility of Proposer.** A proposal shall be submitted at the sole cost and expense of the proposer and, in submitting such proposal to the Air District, the proposer waives any claim or demand against the Air District which the proposer may have for any direct or indirect cost or expense of preparing and submitting such proposal.
- 1.3 **Proposal Security.** For all proposals in excess of \$25,000, proposal security in the amount of not less than ten percent (10%) of the aggregate amount of the proposal is required. Proposal security shall be submitted with the proposal and shall be in the form of a certified check, cashier's check or surety bond substantially in the form attached to this RFP. For electronic submittal, a scan of the check will be accepted together with the RFP submission. For the contract awardee, the actual check shall be submitted to the Air District within one (1) day after contract award. The proposal security of proposers who do not qualify as the selected best responsible proposer shall be returned to such proposers no later than sixty (60) days from the date of award of contract unless extended by written agreement.
- 1.4 **Proposal Submittals**
 - 1.4.1 **Proposals and Proposer's Checklist:** Proposer shall submit as its Proposal fully completed copies of all the following items in the Proposer's Checklist:
 - ___ A. Bid Form including the Proposal Breakdown in Attachment B;
 - ___ B. Subcontractor Listing;
 - ___ C. Non-Collusion Affidavit;
 - ___ D. Bid Bond
 - ___ E. Contractor's Performance Surety Bond;
 - ___ F. Contractor's Payment (Labor and Materials) Surety Bond;
 - ___ G. Proposer's Questionnaire; and

_____ H. Any and all other proposal documents required by the RFP or District, and/or desired by the Proposer to be submitted as part of its Proposal.

- 1.4.2 **Proposer's Questionnaire:** Each proposal must be accompanied by a completed, executed Proposer's Questionnaire using the form provided in these Contract Documents. Submission of a Proposer's Questionnaire containing false or incomplete information may be grounds for rejections of the proposal as non-responsive and/or disqualification of the proposer as not responsible.
- 1.4.3 **Electronic Submittal format:** Proposer shall submit the following:
- A. An unalterable but printable PDF version of the entire Proposal package.
 - B. A fully alterable PDF version of the entire Proposal package.
 - C. Proposal breakdown spreadsheet in a fully alterable Excel version
- 1.5 **Proposal Signature.** The signature of the person, whether in a personal or representative capacity, who executes the Bid Form and any other document which the Air District requires to be signed, shall be in black or blue ink and shall be in longhand. If the person does business under his or her own name, that person shall sign his or her own name. If the person does business under a fictitious business name, that person shall sign his or her own name under the fictitious business name, e.g., "Jane Doe dba Jane Doe Associates". If the person signs for and on behalf of a partnership, the person shall sign and indicate his or her authority to sign, e.g., "XYZ Partners, Jane Doe, Partner". If the proposer is a corporation, the person with authority to bind the corporation shall sign on its behalf and indicate the specific type of entity and State of incorporation, e.g., "ABC, Inc., a Delaware Corporation, John Doe, President".
- 1.6 **Alternate Proposals.** No alternate proposal shall be accepted or considered by the Air District, unless the Air District solicits an alternate proposal or unless the alternate proposal is submitted for review at the proposal submission.
- 1.7 **Add Alternates.** All solicited alternate proposals shall be included with the proposal, whether additive or deductive. If the proposer proposes no change in the base proposal, then the proposer shall indicate "NO CHANGE" in the space provided.
- 1.8 **Withdrawal of Proposal.** A proposer may withdraw their proposal by written request delivered in person or by email, private express delivery service, or via U.S. Postal Service to the Project Coordinator at any time before the deadline for the receipt of proposals as specified in the RFP Summary. No proposer may withdraw their proposal after the date set for the opening of proposals or until the Air District returns the proposal security, subject to applicable California law.
- 1.9 **Request(s) for Clarification.** Any proposer may submit to the Project Manager a written request for the clarification of any aspect of the Project Specifications or any document, or part thereof, which is a part of the RFP. Such written request shall be submitted in person, by email, private express delivery service, or U.S. Postal Service, and shall be submitted not less than five (5) business days prior to the date for the opening of the proposals. The Air District aims to respond in writing with a copy to all proposers of record at least three (3) business days prior to the proposal due date. The Q&A period for this RFP starts May 8th,

2019 9:00 AM PDT. The Q&A period for this RFP ends **June 4th**, 2019 4:00 PM PDT. You will not be able to send messages seeking requests for clarification after this time.

1.10 Interest in More Than One Proposal. Unless the Air District provides otherwise, no person shall be permitted to submit or be interested in more than one proposal for the same public works project. A person may submit a price to more than one proposer as a subcontractor or materials supplier without violating this prohibition.

1.11 The Contractor in Phase I of this Project, may elect to submit a Proposal on a potential Phase II and/or potential later Phase(s) of the Project, however, that Phase I Contractor will have to compete on a fully equal basis with all other potential proposers on such later Project Phases, if any.

2. ADDENDA. The Air District reserves the right to issue a written Addendum or Addenda to the documents prior to the proposal closing date and time. Air District will not be liable for loss, or damage to any proposer who does not receive any addendum issued by Air District in connection with this RFP, and any proposer by submitting a proposal waives any and all claims and demands proposer may have against Air District on account of the failure of delivery of any such Addendum to proposer. Any and all Addenda issued by Air District shall be deemed included in this RFP, and the provisions and instructions therein contained shall be incorporated into any proposal submitted by proposer.

3. SPECIFICATIONS. The plans, specifications and scope of work have been prepared to describe the standard of quality, performance, and other characteristics needed to meet Air District requirements. In accordance with Public Contract Code Section 3400, unless otherwise specified, the Air District will accept alternate proposals of a designated material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement. The Air District reserves the right in its sole discretion to reject any alternate proposals that do not meet the specifications.

Pursuant to Public Contract Code Section 3400(c), the Air District has found that the following specific brands are required for the following particular material(s), product(s), thing(s), or service(s), and no substitutions will be considered or accepted:

Item: Required brand:

Item:	Required brand:
Carpet	Shaw

4. PREVAILING WAGE INFORMATION. The contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and section 16000 et seq. and section 1773.1 of the California Labor Code. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the Air District has obtained the general prevailing rate of per

diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this project from the Director of the Department of Industrial Relations. Copies of these rates may be obtained at the Business Office of the Air District. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of sections 1775, 1776, 1777.5, 1810, and 1813 of the Labor Code.

5. PRE-PROPOSAL CONFERENCE

The RFP (Part 1, above) informs proposers whether a pre-proposal conference will be held and whether attendance is mandatory.

6. DETERMINATION OF SELECTED PROPOSER

6.1 Criteria for Determination

Subject to the conditions of this RFP, the Air District will award the contract, if an award is made, to the best value responsible proposer. In determining whether the proposer is responsive, the Air District will manage the selection process, review and evaluate the Proposals and make a recommendation regarding the selection of the best value responsive Contractor by reviewing each proposer's submitted Air District bid form which incorporates the Proposal Breakdown spread sheet in Attachment B; Proposer's Questionnaire which describes among other things the Firm's history, relevant experience, Firm's track record, California contractor's license number, and DIR identification number; Subcontractor listing; Non-Collusion affidavit; Bid Bond; Worker's Comp certificate; Contractor's Performance Surety Bond; Contractor's Payment (Labor and Materials) Surety Bond; and Proposal Breakdown. Each proposer must submit each of the items stated in the prior sentence. The review committee shall be comprised of individuals with experience, knowledge and program responsibility for the product and services of this Project. The evaluation, selection and recommendation timeframe is expected to be approximately two weeks. The following will be considered in determining best value:

- 6.1.1 Cost – The proposer must provide the best price and value for the work described on the construction drawings. The Air District would like to duplicate the 375 Beale St. office environment at this new site;
- 6.1.2 Firm's Experience - The proposer must have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the proposal specifications;
- 6.1.3 Proposal Quality
 - 1. Schedule Commitment - The proposer must have the ability to perform the contract within the time specified;
 - 2. Firm's Capacity - The proposer must have the equipment, facilities and resources of such capacity and location as to enable the proposer to perform the contract;
 - 3. Compliance - The proposer must have complied with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by the proposer;

4. Past Performance - The proposer must have a record of satisfactory or better performance including safety performance under prior contracts with the Air District or others; and
5. Warranty - The proposer must have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;

6.2 Waiver of Minor Irregularities

The Air District may exercise its discretion to waive minor irregularities, defects or informalities in the proposals, so long as the waiver would not affect the amount of the proposal or give the proposer an advantage over others.

6.4 Proposal Discrepancies

In the case of a discrepancy between a written amount and the corresponding figures, the written amount shall govern. In the case of a discrepancy between an item price and the corresponding unit price multiplied by the corresponding estimated quantity, the unit price multiplied by the estimated quantity shall govern. In the case of discrepancy between the actual arithmetic total of all items and the total stated by the proposer, the actual arithmetic total shall govern.

7. AWARD OF CONTRACT AND REJECTION OF PROPOSALS.

7.1 Decision to Award

A contract may be awarded to the proposer who is determined to be the best value responsive proposer, provided, however, as a condition precedent to the obligation of the Air District to perform under the contract, the best value responsive proposer shall furnish the necessary proposal security, proof of valid contractor's license, and such additional information as may be required by these contract documents or requested by the Air District's representatives. For purposes of this section, the Air District's decision to award shall be deemed made on the date the Air District's sends the notice of award.

7.2 Decision to Reject

The Air District reserves the unfettered right to reject all proposals for any reason or for no reason, to re-advertise a proposal, or to cancel a proposal listing and elect to perform the project and work with its own forces. The Air District reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this RFP.

7.3 Execution of Contract

If the best value responsive proposer fails to deliver fully executed copies of the contract(s) and to submit all required documentation, including, without limitation, all bonds and evidence of insurance within ten (10) business days of the date of issuance of the notice of award, the Air District may award the contract to the next best value responsive proposer, if any, in accordance with all applicable laws. Subject to applicable laws, the Air District shall be entitled to retain the proposal Security Bond of the best value responsive proposer in the event that the best value responsive proposer fails to timely execute the contract or submit the required bonds and evidence of insurance as required herein.

8. PAYMENT OF RETENTION INTO ESCROW ACCOUNT

The contractor may substitute investment securities for any moneys withheld as retention by the Air District. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the Air District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the contractor. Alternatively, the contractor may request, and the Air District shall pay retention earned directly to the escrow agent at the contractor's expense. Upon the satisfactory completion of the construction contract, the contractor shall receive the securities and interest earned on the investments. The escrow agreement shall take the form specified by Public Contract Code section 22300(f). Licensed persons with whom retention of funds are deposited may act as escrow agents at the sole discretion of the Air District.

9. TIME OF COMPLETION

Time is of the essence. Work hereunder shall begin on the date specified on the Air District's Notice to Proceed and shall be completed within in the time period specified in Section 6 of the construction contract.

10. CONTRACTOR'S LICENSE REQUIREMENTS

Subject to verification of good standing, proposer shall submit a copy of its current contractor's license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code. A copy of the license and any specialty license required as specified in the Summary of Proposal (Part 1, above) shall be attached to a complete copy of the Proposer's Questionnaire of this RFP.

11. PERFORMANCE, PAYMENT (LABOR AND MATERIALS) SURETY BONDS.

Within ten (10) business days of issuance of the notice of award, the selected proposer shall furnish Air District a performance surety bond, and payment (labor and materials) surety bond. Both bonds shall be in the amount of 100% of the contract sum, and in accordance with requirements contained in this RFP.

12. CERTIFICATION OF NONDISCRIMINATION

By submitting a proposal, the proposer certifies that they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all federal, state and local laws, regulations, rules, directives and executive orders regarding nondiscrimination in employment.

13. SUBCONTRACTOR DISQUALIFICATION AND REQUIREMENTS

Any subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code sections 1777.1 or 1777.7 is prohibited from performing work on this project. The Contractor and all subcontractors shall comply with all applicable provisions of California Public Contract Code sections 4105 -4110.

14. INSURANCE REQUIREMENTS

The proposer awarded the Contract must, for the term of the Contract, obtain and maintain insurance with the coverage specified in section 7 of the Contract.

15. UNFAIR BUSINESS PRACTICE CLAIMS

In entering into this public works Contract or a subcontract to supply goods, services, or materials pursuant to this public works contract, the Contractor or subcontractor offers and agrees to assign to the Air District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this public works contract or the subcontract. This assignment shall be made and become effective at the time the Air District tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall include (flow down) this requirement in any subcontract at any tier under this Contract.

Part 3 Bid Form and Proposers Documents

BID FORM

Name of Company _____

In response to this RFP, the undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the proposer has carefully examined the location of the proposed work and the plans and specifications herein referred to; and that the proposer proposes and agrees, if this proposal is accepted, to contract with the Bay Area Air Quality Management District (Air District), to provide all necessary materials, equipment, tools, apparatus, and other means of transport services, and to do all the work and comply with all the specified requirements in this RFP, in the manner herein prescribed and for the prices stated in the following proposal:

Project Title: Richmond Lakeside Tenant Improvement – Phase 1

- A. Base Proposal: Provide all labor, equipment, material, transportation and applicable taxes, profit, insurance, bonds and other overhead to perform the work in accordance with the project plans and technical specifications. ALL PROPOSERS MUST ALSO COMPLETE AND SUBMIT Attachment B – Proposal Breakdown, which is incorporated into and made a part of this Bid Form as if set forth in full.
- B. Alternate: In order for a proposal to be responsive, proposer must submit one or more additive proposal, a deductive proposal, or a “no change” proposal, for each alternate listed below. The failure to do so shall result in the proposal being rejected as non-responsive. The failure to quote an amount, unless the proposer marks the “no change” box, will result in the proposal being rejected as non-responsive.

Alternate No.1

Description:

Proposer can propose one or more alternate(s) for owner to review.

Proposal for Alternate No. 1

If “Add” or “Deduct” is intended, indicate by marking the box and placing figures on the corresponding line. If “No Change” is intended, indicate by marking the “No Change” box.

Add \$

Deduct \$

No Change

C. Addenda

During the proposal process there may be changes to the contract documents, which would require an issuance of an addendum or addenda. Air District disclaims any and all liability for loss, or damage to any proposer who does not receive any addendum issued by Air District in connection with this RFP. Any proposer in submitting a proposal is deemed to waive any and all claims and demands proposer may have against Air District on account of the failure of delivery of any such addendum to proposer. Any and all addenda issued by Air District shall be deemed included in this RFP, and the provisions and instructions therein contained shall be incorporated to any proposal submitted by proposer.

To assure that all proposers have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the proposal:

Addendum:	Date Received:	Addendum:	Date Received:
#1	<u>5/14/2019</u>	#5	_____
#2	<u>5/24/2019</u>	#6	_____
#3	_____	#7	_____
#4	_____	#8	_____

Or, _____ No Addendum/Addenda Were Received (**check, initial, and date**).

D. The proposer represents that it has not retained a person to solicit or secure an Air District contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

E. Proposer's Representations and Warranties. The proposer represents and warrants:

1. That any information submitted by the proposer prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the contract to do so, is true and correct at the time such information is submitted or made available to the Air District;
2. That the proposer has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of the proposer's proposal, except as may be permitted by this RFP;
3. That the proposer has the power and authority to enter into this contract with the Air District, that the individual(s) executing this contract are duly authorized to do so by appropriate resolution (if applicable), and that this contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind the proposer;

4. That the proposer has not attempted to exert undue influence with the Purchasing Manager or Project Manager or any other person who has directly participated in the decision to award the contract to the proposer;
5. That the proposer has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of the proposer by the Air District during the term of this contract;
6. That the proposer and all its subcontractors performing work on this project are duly licensed as a contractor with the State of California as required by California Business & Professions Code Section 7028, as amended;
7. That the proposer has fully examined and inspected the project site and has full knowledge of the physical conditions of the project site; and,
8. That there are no claims or disputes between the proposer and the Air District which would materially affect the proposer's ability to perform under the contract.

F. Proposer's Designated Contact Person

Name: _____

Title _____

Phone _____

Fax: _____

Email: _____

By submitting a proposal, the proposer acknowledges that it has received the Instructions to Proposers, RFP, and all the other contract documents of the Richmond Lakeside Tenant Improvement Phase 1 Project (Project), and agrees to be fully bound by all the terms and conditions of all the Project contract documents.

Firm: _____

Signature*: _____

Name: _____

*The signatory represents and warrants that he or she has the legal capacity and authority to bind the proposer.

Subcontractor Listing Form

G. Identify the name, and business address, and California contractor license number of each subcontractor performing work (under this RFP) that has a value in excess of one-half of one percent of the proposer's total proposal price, or, in the case of proposals or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total proposal or ten thousand dollars (\$10,000), whichever is greater. Also identify the portion of the work that will be performed by such subcontractor. After opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words 'and/or' will not be permitted.

Failure to comply with this requirement may render the proposal as non-responsive and may cause its rejection. List all such subcontractors below, or on additional sheets, as required. (Reference: Section 4100, et seq., of the Public Contract Code.)

Or, Subcontractors will not perform work, provide labor, or render services in or about the work covered by this RFP (**check and initial**).

Subcontractor Listing

Subcontractor Name/Business Address/Contact/Telephone	California Contractor License Number	Description of Work on Project
1.		
2.		
3.		

4.		
5.		

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPOSER AND SUBMITTED WITH PROPOSAL**

State of _____)
County of _____) ss

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from the proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

(Date) _____ at, (City) _____ (State).

Firm: _____

Authorized Signature*: _____

Name: _____

(Print or type name)

* Signature must be same signature as appears on Bid Form.

CERTIFICATE OF ACKNOWLEDGEMENT

(Civil Code § 1189)

State of _____)
County of _____) ss

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

BID BOND

CONTRACTOR: _____

(Insert name, legal status, and complete business address (principal place of business).)

SURETY: _____

(Insert name, legal status, and complete business address (principal place of business).)

OWNER: Bay Area Air Quality Management District,
375 Beale Street, Suite 600, San Francisco, CA 94105

BOND AMOUNT: \$ _____

(Insert the amount of this bid bond in numbers.)

(_____ Dollars
and _____ Cents)

(Insert the amount of this bid bond in words.)

The Bond Amount set forth above shall be the penal sum (“penalty amount”) of **TEN PERCENT (10%)** of the maximum amount of the bid proposal submitted by contractor to owner, inclusive of additive and/or alternate bid items, if any, and be paid in lawful money of the United States of America. Contactor has submitted the accompanying bid proposal to owner for the project described below. The bid proposal must be accompanied by bid security.

PROJECT: _____

(Insert the name, location and address of the project to which this bid bond applies)

Contractor has purchased this bid bond from surety as a guarantee to owner that contractor will honor its bid and execute all contract documents if awarded the contract by owner. Contractor and surety are bound to owner in the amount set forth above (the Bond Amount). Under the provisions and conditions of this bid bond, contractor and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, for the payment of the Bond Amount.

The conditions of this bid bond are such that if within ten (10) days of issuance of the notice of award, or within such time period as may be agreed to by owner and contractor, and contractor either:

- (1) enters into a contract with owner in accordance with the terms of its bid and gives such bond(s) as may be specified the contract documents, with a surety admitted in the jurisdiction of the project and otherwise acceptable to the owner, for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution of the contract;

or

(2) fails to do so and pays to owner the difference, not to exceed the amount of this bid bond, between the amount specified in said proposal and such larger amount for which owner may in good faith contract with another party to perform the work covered by said proposal, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

Surety hereby waives any notice of an agreement between owner and contractor to extend the time in which owner may accept the proposal. Waiver of such notice by surety shall not apply to any time extensions which exceed sixty (60) calendar days after award of contract as specified in the contract documents. Owner and contractor shall obtain surety's consent for any time extension beyond sixty (60) days.

For value received, surety stipulates and agrees that no change, alteration or addition to the terms of the contract or the invitation for proposal, the work to be performed thereunder, the drawings or the specifications accompanying the same, or any other portion of the contract documents shall in any way affect its obligations under this bond. Surety hereby waives notice of any such change, alteration or addition to the terms of said contract, the invitation for proposal, the work, the drawings or the specifications, or any other portion of the contract documents.

If this bid bond is issued in connection with a subcontractor's proposal to contractor, the term contractor which is included in this bid bond shall be deemed to be subcontractor and the term owner shall be deemed to be contractor.

When this bid bond has been furnished to comply with statutory or other legal requirement(s) in the location of the project, any provision in this bid bond which conflicts with said statutory or legal requirement shall be deemed deleted from this bid bond and the provisions conforming to such statutory or other legal requirement(s) shall be deemed incorporated herein by reference. When so furnished, the intent is that this bid bond shall be construed as a statutory bond, and not as a common law bond.

In the event that suit or other proceeding is brought upon this bond by owner, surety shall pay to owner all costs, expenses and fees incurred by owner in connection such action, including without limitation, attorneys fees. Surety hereby waives the provisions of California Civil Code Section 2845.

The contractor and surety have executed this bid bond on this day _____ of _____, 20__ by their duly authorized agents or representatives.

(Corporate Seal)

Contractor Name

By: _____

Signature

Typed or Printed Name of Signatory

(Corporate Seal)

Its _____
Title of Signatory

Surety Name

By: _____
Signature of Attorney-in-Fact for Surety

(Attach Attorney-in-Fact Certificate)

Typed or Printed Name

Area Code and Telephone Number of Surety

CONTRACTOR'S PERFORMANCE SURETY BOND

WHEREAS, the Bay Area Air Quality Management District ("Air District") and _____, ("Principal") have entered into an agreement dated _____, and identified as _____, which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements; and

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

NOW, THEREFORE, Principal and _____, as Surety, incorporated under the Laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto Air District in the penal sum of _____ dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, Principal's heirs, executors, administrators, successors, or assigns shall promptly and faithfully keep and perform the covenants, conditions, and provisions of the above-mentioned agreement and any alteration thereof, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such agreement and shall fully protect, indemnify, defend, and hold harmless Air District, its officers, agents, and employees from all claims, demands, or liabilities which may arise by reason of Principal's failure to do so, and shall reimburse and repay Air District all outlay and expenses which Air District may incur in making good any default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

As part of the obligations secured hereto, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by Air District in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered. Surety shall be liable for any liquidated damages for which the Principal may be liable under its agreement with the Air District, and such liquidated damages shall be part of the obligations secured hereto, and in addition to the face amount specified therefore.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this security, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications. Surety hereby waives the provisions of California Civil Code Section 2845 and 2849. The Air District is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal Surety above named on _____, 20____.

Name of Surety Phone Number: _____

Signature of Surety

By: _____ Its: _____
Typed or Printed Name Title

Name of Contractor/Principal

Signature of Contractor/Principal

By: _____ Its: _____
Typed or Printed Name Title

CERTIFICATE OF ACKNOWLEDGEMENT
(Civil Code § 1189)

State of _____)
County of _____) ss

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

CONTRACTOR'S PAYMENT (LABOR AND MATERIALS) SURETY BOND

WHEREAS, the Bay Area Air Quality Management District ("Air District") and _____, ("Principal") have entered into an agreement dated _____, and identified as _____ ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment surety bond with Air District to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and _____, as Surety, incorporated under the Laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto Air District in the penal sum of _____ dollars (\$ _____), this amount being not less than one hundred percent of the total amount payable by the terms of the Agreement per Civil Code section 9554, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 9100 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, 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 its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, the Surety will pay reasonable attorney's fees in an amount to be fixed by the court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 9100 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

The Surety hereby stipulates and agrees that no amendment, change, change order, addition, alteration, or modification to the terms of the agreement of the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety bond, and it does hereby waive notice of any such amendment, change, change order, addition, alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety and Principal above named on _____, 20____.

Name of Surety Phone Number: _____

Signature of Surety

By: _____ Its: _____
Typed or Printed Name Title

Name of Contractor/Principal

Signature of Contractor/Principal

By: _____ Its: _____
Typed or Printed Name Title

CERTIFICATE OF ACKNOWLEDGEMENT
(Civil Code § 1189)

State of _____)
County of _____) ss

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

PROPOSER'S QUESTIONNAIRE

PROVIDE THE INFORMATION REQUESTED BELOW OR INDICATE "NOT APPLICABLE", IF APPROPRIATE

NAME OF PROPOSER (COMPANY)	ADDRESS
Website:	DIR identification number:
Phone Number:	Fax Number:
	Email:

A. Proposer is a:

- California Corporation
- Corporation organized under the laws of the State of _____
with head offices located at _____
and offices in California at _____
- Limited Liability Company List names of general partners; state which partner
or partners are managing partner(s)

- Sole Proprietorship
- Partnership
- Limited Liability Partnership List names of general partners; state which partner
or partners are managing partner(s)

- Other (attach Addendum with explanatory details)

B. How many years have you (or your company) done business under the name listed above?

-
-
- D. Have you (or your company) previously worked for the Air District?
Yes, or No (if “Yes”, list above, or if necessary, provide information on additional sheets).
- E. If applicable, provide a list of the plant(s), and/or facilities, and equipment owned by the proposer which are available for use in connection with the proposed work as may be required herein.

QUANTITY	NAME/TYPE/MODEL/CAPACITY, ETC.	CONDITION	LOCATION

(INCLUDE ADDITIONAL PAGES IF NECESSARY)

- F. Provide a list of the proposer’s management staff who will manage the proposed work or services.

NAME	FIELD OF EXPERTISE/CAPABILITIES/EXPERIENCE

(INCLUDE ADDITIONAL PAGES IF NECESSARY)

- G. Provide relevant references of similar projects satisfactorily completed in the last three (3) years:

CUSTOMER AND BRIEF DESCRIPTION	CONTACT/PHONE NUMBER	DATE COMPLETED	CONTRACT AMOUNT

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(INCLUDE ADDITIONAL PAGES IF NECESSARY)

- H. California Contractor's License(s)
Number/Classification/Expiration Date: _____
Number/Classification/Expiration Date: _____
Number/Classification/Expiration Date: _____

- I. The undersigned declares under penalty of perjury under the laws of the State of California that all of the answers to the above questions are true and correct.

Firm: _____
Authorized Signature*: _____
Name: _____
(Print or type name)

* The signatory represents and warrants that he or she has the legal capacity and authority to bind the party submitting

Part 4 Construction Contract

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

SAMPLE SHORT FORM CONSTRUCTION CONTRACT (PUBLIC WORKS)

CONTRACT NO. [year].[number of contract]

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and [full legal name of company or individual] (“CONTRACTOR”) whose address is [address, city, state, zip] and whose California Contractor Class [contractor license class e.g. B] license number is [license #].
2. **WORK** – CONTRACTOR agrees to furnish all labor, materials, equipment, and other facilities required to complete the work described in the Contract Documents (the “Work”). CONTRACTOR agrees to do additional Work arising from changes ordered by DISTRICT pursuant to this Contract. Contractor shall (1) pay all sales, consumer and other taxes, and (2) obtain and pay for any governmental licenses and permits necessary for the Work, other than building and utility permits.
3. **CONTRACT DOCUMENTS** – “Contract Documents” means the RFP, Instructions To Proposers, any Supplementary Instructions to Proposers, Bid Form, this Contract, Drawings, Addenda, Notice to Proceed, Change Orders, and all other documents identified in this Contract that together form the contract between DISTRICT and CONTRACTOR for the Work (the “Contract”). The Contract constitutes the complete agreement between DISTRICT and CONTRACTOR and supersedes any previous agreements or understandings.
4. **CONTRACT SUM** – Subject to the provisions of the Contract Documents, DISTRICT agrees to pay CONTRACTOR for the performance of the Work, [\$amount in figures], the “Contract Sum,” as follows:
 - A. The Contract Sum is subject to adjustments for changes in the Work as may be agreed to by DISTRICT and CONTRACTOR, or as may be required under this Contract.
 - B. DISTRICT agrees to pay monthly to CONTRACTOR an amount equal to 95% of the difference between the cost of the Work in permanent place as of the date of CONTRACTOR’s Application for Payment and the cost of the Work for which payment was previously made.
 - C. On or before the 10th day of the month or such other date as is established by the Contract Documents, CONTRACTOR shall submit to DISTRICT an itemized Application For Payment for the cost of the Work in permanent place, as approved by DISTRICT, which has been completed in accordance with the Contract Documents, less the cost of the Work for which payment was previously made. Each Application for Payment shall specify the total cost of the Work for which it is submitted, shall reference tasks shown in the Contract Documents, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors’ services.
 - D. CONTRACTOR warrants that, upon submittal of an Application For Payment, all Work for which payment has been or is sought shall be free and clear of all claims, stop notices, security interests,

and encumbrances in favor of CONTRACTOR, subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

- E. DISTRICT may withhold approval of all or any part of an Application For Payment on account of any failure of CONTRACTOR to perform its obligations under the Contract Documents.
- F. DISTRICT shall retain 5% of the Contract Sum until DISTRICT determines that the Work is substantially complete. When CONTRACTOR gives notice to DISTRICT that the Work is substantially complete, DISTRICT will inspect the Work. If DISTRICT determines that the Work is not substantially complete, DISTRICT will give CONTRACTOR a comprehensive list of items to be completed or corrected. Once DISTRICT has determined that the Work is substantially complete, CONTRACTOR shall submit a final Application for Payment.
- G. DISTRICT shall make final payment to CONTRACTOR after receipt of the final Application For Payment and receipt of all guarantees and warranties procured by CONTRACTOR from subcontractors, all operating manuals for equipment installed in connection with the Work, and all other submittals required by the Contract Documents.

5. SUBSTITUTION OF SECURITIES

- A. At the request and expense of CONTRACTOR, a substitution of securities may be made for any monies retained by DISTRICT under section 4.F to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents shall be deposited by CONTRACTOR with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in section 4.F until retention is due in accordance with section 4.G. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. CONTRACTOR shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.
- B. As an alternative to section 5.A, and at the request and expense of CONTRACTOR, DISTRICT will deposit retention directly with the Escrow Agent. CONTRACTOR may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the Escrow Agent upon the same terms provided for securities deposited by CONTRACTOR. Contractor and its surety shall bear the risk of failure of the Escrow Agent selected.
- C. A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by CONTRACTOR, DISTRICT, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the RFP. CONTRACTOR shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed. The terms of such escrow agreement are incorporated into the requirements of this section 5.

6. CONTRACT TIME – Time is of the essence of this agreement. CONTRACTOR shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within [number of days] calendar days (the "Contract Time"). If CONTRACTOR is delayed in the completion of the Work by conditions beyond its control, a Change Order may be issued to make any necessary adjustment of the Contract Time. If the delay is an unreasonable delay caused by DISTRICT, the Contract Sum may also be adjusted by Change Order.

7. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:

- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. BOND REQUIREMENTS
- A. CONTRACTOR shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the RFP.
 - B. The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum and shall be in effect on the date the Contract is signed by DISTRICT.
 - C. Surety companies used by CONTRACTOR shall be, on the date the Contract is signed by DISTRICT, an admitted surety insurer (as defined in the California Code of Civil Procedure section 995.120).
 - D. The premiums for the Payment Bond and Performance Bond shall be paid by CONTRACTOR.
9. INDEMNIFICATION
- A. To the fullest extent allowed by law, CONTRACTOR shall indemnify and defend DISTRICT, DISTRICT's consultants, DISTRICT's representatives, and their respective officers, agents, and employees (collectively, "Indemnitees"), with counsel approved by DISTRICT, from and against all claims, demands, actions, causes of action, obligations, costs, expenses, damages, interest, losses and liabilities (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONTRACTOR, any subcontractor, and their respective officers, agents, and employees, in performing the Work or in failing to comply with any obligation under this Contract, except such Liability caused by the sole negligence of an Indemnitee.
 - B. The obligation to indemnify and defend shall not be limited by any assertion or finding that Indemnitees are liable by reason of a non-delegable duty.
 - C. Pursuant to Public Contract Code section 9201, DISTRICT shall timely notify CONTRACTOR upon receipt of any third-party claim relating to this Contract.
 - D. The provisions of this sections 9 shall survive the expiration or termination of this Contract.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and

facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
375 Beale St.,
San Francisco, CA 94105
Attn: [name]

CONTRACTOR: [company or individual name]
[street address]

[city, state, zip]

Attn: [company contact]

11. REPORTS AND SURVEYS – DISTRICT shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist CONTRACTOR in properly evaluating the extent and character of the Work required. DISTRICT shall provide all land surveys and baselines necessary for CONTRACTOR to locate the principal parts of the Work and perform the Work.
12. PERMITS AND LICENSES – Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by CONTRACTOR. DISTRICT shall assist CONTRACTOR in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for DISTRICT. CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required by the California Contractors State License Board for such work. CONTRACTOR shall include its license number in all subcontracts under this Contract, calls for proposals to subcontracting, and proposal advertisements.
13. SITE ACCESS AND RIGHTS OF WAY – DISTRICT shall provide, no later than the date when needed by CONTRACTOR, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by CONTRACTOR. DISTRICT shall continue to provide such access until completion of the Contract.
14. DIFFERING SITE CONDITIONS
 - A. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
 - i. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability;

- ii. Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
 - iii. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.
- B. DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of the affected part of the Work by issuing a Change Order under the procedures described in the Contract.

15. CHANGES IN WORK

- A. The Work shall be subject to changes or additions, deletions or revisions by DISTRICT. CONTRACTOR shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Change Order signed by DISTRICT.
- B. Whenever an adjustment in the Contract Sum or Contract Time is required because of changes in the Work, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of CONTRACTOR (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), CONTRACTOR shall submit to DISTRICT within a reasonable time a Change Order Request with a detailed estimate, supporting calculations, pricing and adjustments in the schedule of the change to the Contract Sum and the Contract Time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined on the basis of the cost to CONTRACTOR plus reasonable amounts for overhead and profit. Under no circumstances will the Contract Sum be adjusted based upon any total cost or modified total cost methodology that purports to calculate Contractor's additional costs based on the difference between Contractor's total actual project or line item costs and its original proposal estimate for the project or any original proposal estimate line item.
- C. Any Claim by CONTRACTOR arising from the denial, in whole or part, of a Change Order Request by CONTRACTOR shall be governed by the claims procedure set forth in Attachment A.

16. LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees and other persons carrying out the CONTRACT. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- C. CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
- D. CONTRACTOR may make substitutions only with the consent of DISTRICT.

17. CLEAN WORK SITE – CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery and surplus material.

18. WARRANTY – CONTRACTOR warrants to DISTRICT that all materials and equipment furnished under this Contract shall be of good quality and new unless otherwise required or permitted by the Contract and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with the Contract.
19. INSPECTION OF THE WORK – CONTRACTOR shall make the Work accessible at all reasonable times for inspection by DISTRICT. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in CONTRACTOR’s work.
20. STATE STATUTORY REQUIREMENTS – CONTRACTOR shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the Work, including, without limitation, the following:
- A. CONTRACTOR and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code section 1770, and the applicable sections that follow, including section 1775.
 - B. CONTRACTOR shall keep, and cause all subcontractors to keep, accurate payroll records and comply with all requirements of State of California Labor Code section 1776.
 - C. CONTRACTOR shall comply, and cause all subcontractors to comply, with all requirements of State of California Labor Code sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, section 200, and the applicable sections that follow, regarding apprentices.
 - D. CONTRACTOR shall not permit any worker to labor more than eight hours during any one day or more than 40 hours during any one calendar week, except as permitted by law and in accordance with conditions provided by law. CONTRACTOR shall forfeit to DISTRICT, as a penalty, \$25.00 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which each worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of any law of the State of California. CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed in connection with the Work, which record shall be kept open at all reasonable hours to the inspection of DISTRICT, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
21. RECORDKEEPING REQUIREMENTS
- A. CONTRACTOR shall allow access by DISTRICT, or any of its duly authorized representatives to any books, documents, papers, and records of CONTRACTOR related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.
 - B. CONTRACTOR shall keep and maintain all records related to this Contract for three years after DISTRICT makes final payments and all other activities under this Contract are closed.
22. SUSPENSION OF WORK
- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or persistently fails to carry out the Work in accordance with the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on

the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.

- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.

23. TERMINATION

- A. If DISTRICT fails for a period of 30 days to make an undisputed payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on the Work executed.
- B. DISTRICT reserves the right to terminate the Work for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus reasonable overhead and profit on the Work executed.

24. DISPUTE RESOLUTION – Except for matters set forth in section 12 of Attachment A, any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.

25. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

26. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

27. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to

exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

- 28. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
- 29. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
- 30. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
- 31. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
- 32. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
- 33. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

[company name]

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
[name]
[title]

Date: _____

Date: _____

Approved as to form:

District Counsel

By: _____

Brian C. Bunger
District Counsel

ATTACHMENT A
CLAIMS PROCEDURE

(a) This claims procedure shall apply to any claim by CONTRACTOR in connection with this public works project.

(b) For purposes of this claims procedure:

(1) "Claim" means a separate demand by a CONTRACTOR sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under this contract for a public works project.

(B) Payment by the DISTRICT of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the DISTRICT.

(2) "CONTRACTOR" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a District for a public works project.

(3) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(4) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(c) (1) (A) Upon receipt of a claim pursuant to this section, the DISTRICT shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the DISTRICT and a CONTRACTOR may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the DISTRICT needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the DISTRICT shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the DISTRICT issues its written statement. If the DISTRICT fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the DISTRICT's written response, or if the DISTRICT fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand

in writing sent by registered mail or certified mail, return receipt requested, the DISTRICT shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the DISTRICT shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the DISTRICT issues its written statement. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the DISTRICT and the claimant sharing the associated costs equally. The DISTRICT and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the DISTRICT and the CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under California Public Contract code section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the DISTRICT to respond to a claim from CONTRACTOR within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the DISTRICT's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this claims procedure shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the CONTRACTOR may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the CONTRACTOR shall notify the subcontractor in writing as to whether the CONTRACTOR presented the claim to the public entity and, if the original CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(d) The parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(e) A Claim accrues and arises upon issuance of a decision by DISTRICT denying, in whole or in part, a Change Order Request, which was previously submitted in compliance with these Contract Documents. A Claim that demands an extension of time or an increase in the Contract Sum does not accrue unless CONTRACTOR has previously submitted such demand(s) in a Change Order Request.

(f) Claims must be submitted in writing. All Claims and all supporting documentation and certifications, as further detailed below, must be filed within fourteen (14) Days after the Claim arises. Any Claim which is not submitted prior to final payment is deemed waived.

(g) A Claim must include the following:

- A. A statement that it is a Claim and that clearly specifies the amount sought in the case of Claims for payment or the number of days sought in the case of Claims seeking an extension of the Contract Time;
- B. A detailed description of the act, error, omission, differing site condition, event or other circumstance giving rise to the Claim; and
- C. A statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract.
- D. All documents necessary to substantiate the Claim, including:
 - i) A cost breakdown in the form required for submittal of Change Order Requests and subject to the provisions in Section 15 of the Contract prohibiting adjustment to the Contract Sum based upon any total cost or modified total cost methodology that purports to calculate CONTRACTOR's additional costs based on the difference between CONTRACTOR's Proposal and CONTRACTOR's actual cost to perform the Work.
 - ii) Copies of actual job cost records demonstrating that the costs have been incurred.
 - iii) If the Claim is based on an error, omission, conflict or ambiguity in the Contract Documents: (1) a sworn statement by CONTRACTOR and any Subcontractor involved in the Claim, to the effect that the error, omission, conflict or ambiguity was not discovered prior to submission of the Proposal, and (2) if not discovered, a statement demonstrating that the error, omission, conflict or ambiguity could not have been discovered by CONTRACTOR, its Subcontractor(s) or in exercise of the degree of care required of them under the Contract Documents for review of the Contract Documents prior to submission of the Proposal.
 - iv) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that CONTRACTOR has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that CONTRACTOR is entitled to an extension of time under the Contract Documents.
 - v) A written certification signed by a responsible managing officer of CONTRACTOR's organization, who has the authority to sign subcontracts and purchase orders on behalf of CONTRACTOR and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

I hereby certify under penalty of perjury under the laws of the State of California that the facts set forth in this claim are true and correct.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

(h) Failure to submit any of the information, documentation or certifications required herein shall result in the Claim being returned to CONTRACTOR without any obligation for the DISTRICT to take further action.

(i) Claims shall be first submitted to DISTRICT for decision by DISTRICT.

(j) Notwithstanding the submission of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by DISTRICT, CONTRACTOR shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and DISTRICT will continue to make payments as required by the Contract Documents.

(k) No Claim may be asserted unless CONTRACTOR has strictly complied with the requirements of this Claims Procedure, which shall be considered conditions precedent to CONTRACTOR's rights to assert the Claim and to initiate the dispute resolution process set forth in the Contract.

(l) Claims less than \$50,000 shall be responded to by DISTRICT in writing within forty-five (45) Days of receipt of the Claim, unless DISTRICT requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case DISTRICT shall respond to the Claim within fifteen (15) Days after receipt of the further information or documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or documentation, whichever is greater.

(m) Claims of greater than \$50,000 but less than \$375,000 shall be responded to by DISTRICT in writing within sixty (60) Days of receipt of the Claim, unless DISTRICT requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case DISTRICT shall respond to the Claim within fifteen (15) Days after receipt of the further information or documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or documentation, whichever is greater.

(n) If CONTRACTOR disputes DISTRICT's response, or if DISTRICT fails to respond within the prescribed time set forth above, CONTRACTOR may so notify DISTRICT, in writing, within fifteen (15) Days of DISTRICT's response or within fifteen (15) Days of DISTRICT's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, DISTRICT shall schedule a meet and confer conference within thirty (30) Days (unless such time is extended by mutual agreement) for discussion of settlement of the dispute.

(o) If the Claim is not fully resolved during the meet and confer conference, as to those portions of the Claim which remain in dispute, CONTRACTOR may commence the contract dispute resolution process by notifying DISTRICT within thirty (30) Days after receipt of DISTRICT's written response to the Claim, or within thirty (30) days following the meet and confer conference if the parties have participated in a meet and confer conference. If CONTRACTOR fails to notify DISTRICT within the applicable thirty (30) day period, DISTRICT's written response will become final and binding upon CONTRACTOR, and CONTRACTOR shall be deemed to have waived and release any further right to pursue the Claim.

(p) The Claim procedures set forth herein do not apply to the following:

- A. Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency.
- B. Tort claims for personal injury or death.
- C. False claims liability under California Government Code section 12650, et seq.
- D. Defects in the Work first discovered by DISTRICT after Final Payment by DISTRICT to CONTRACTOR.
- E. Stop notices.
- F. The right of DISTRICT to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

ATTACHMENT B PROPOSAL BREAKDOWN

Proposal breakdown instruction

All yellow highlighted cell must be filled in by bidders. If it is not applicable or zero value, put in "0".

Notes are optional but encourage to further justify your bid cost.

Bidders are responsible for payment for all applicable taxes, fee, shipping and handling, and expenses related to the project

Bidder must also fill in the "hourly rates tab".

Richmond Lakeside Tenant Improvement-Ph 1, 4114 Lakeside Drive, Richmond

PROPOSAL BREAKDOWN	
PROJECT SIZE (SF)	6,372
CONTRACTOR NAME:	

Line Item #	CSI	Item Description	Unit	\$/Unit	Quantity	Line item Subtotal (\$)	Notes
1	02400	SITE CONSTRUCTION	yard	\$ 1.00	100	\$ 100.00	This is an example. Please provide your own info.
2	03000	CONCRETE				\$ -	
3	05000	METAL				\$ -	
4	06000	WOOD & PLASTICS				\$ -	
5	07000	THERMAL & MOISTURE PROTECTION				\$ -	
6	08000	DOORS & WINDOWS				\$ -	
7	09000	FINISHES				\$ -	
8	10000	SPECIALTIES				\$ -	
9	11000	EQUIPMENT				\$ -	
10	12000	FURNISHINGS				\$ -	
11	15200	PLUMBING				\$ -	
12	15300	FIRE SPRINKLER				\$ -	
13	15700	HVAC				\$ -	
14	15900	TESTING AND BALANCING				\$ -	
15	16100	ELECTRICAL				\$ -	
16	16700	TELE / DATA				\$ -	
17	16721	FIRE ALARM				\$ -	
Sub-Total						\$ 100.00	

ADD ALTERNATE

20		[ADD AS NEEDED]				\$ -	
21		[ADD AS NEEDED]				\$ -	
22		[ADD AS NEEDED]				\$ -	
Sub-Total						\$ -	

GENERAL CONDITIONS

23		GC Project Management				\$ -	
24		GC Supervision				\$ -	
25		GC general labor				\$ -	
26		Protection & Clean Up				\$ -	
27		Contractor's Fee (XX%)				\$ -	Replace "XX" with your proposed %.
28		Overhead & Profit (XX%)				\$ -	Replace "XX" with your proposed %.
29		Liability Insurance (XX%)				\$ -	Replace "XX" with your proposed %.
30		Permits Allowance				\$ -	
31		Special Inspection Allowance				\$ -	
Sub-Total						\$ -	

Grand Total						\$ 100.00	
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Richmond Lakeside Tenant Improvement-Ph 1, 4114 Lakeside Drive, Richmond

HOURLY RATES & EXPECTED STAFFING COSTS				
CONTRACTOR NAME:		#VALUE!		
Title	Personnel Name	Hourly Rate (\$/Hr)	Total expected hours	Total Cost (\$)
1	Project Executive			\$0
2	Superintendent			\$0
3	Project Manager			\$0
4	Project Engineer			\$0
5	Project Administrator			\$0
6	Add Others as needed			\$0
7	Add Others as needed			\$0
Total				\$0

CHANGE ORDERS			
1	Change Order GC (Additive) Fee & Ins.		%
2	Change Order GC (Deductive) Fee & Ins.		%

ATTACHMENT C
DESCRIPTION OF WORK and PROJECT SCHEDULE

1. Part One – General

- A. **Responsibilities:** It is the responsibility of the contractor to review and observe the Project General Notes and Construction Notes (see all project plans Sheets), visit and observe existing site and building interior and exterior conditions, clarify and resolve all discrepancies with the project team via Request For Information (RFI), pay permit fees, obtain permits and coordinate all required inspections for this project. It is the responsibility of the contractor to arrange for USA prior to start of construction activity.
- B. **Coordination:** Work for this contract will require coordination with the BAAQMD Project Manager, designated BAAQMD staff, and possibly other City of Richmond Planning, Building, Engineering, and Fire Division staff.
- C. **Safety:** Job site encompasses an active City of Richmond park and public street. Contractor shall erect safety barricades and cones/caution tape as needed around construction site work, trenches and any other hazards present during construction and minimize traffic impacts to the extent possible.

2. Part Two – General Scope of Work

General contractor to review all construction drawings for the project scope. Below is a summary for convenience.

- A. **Site Work** – See Civil Engineering Drawings
 - 1. Add a new accessible path of travel from public sidewalk to building sidewalk by the use of a new concrete walkway.
 - 2. Add stripping across private drive aisle to connect new concrete walkway to building as part of the accessible path of travel.
 - 3. Add 4 new accessible parking stalls and associated signages.
 - 4. Add a new curb ramp.
 - 5. For erosion control, contractor shall use best management practices, see civil drawings.
 - 6. Restore disturbed irrigation line, if any, due to new concrete walkway.
- B. **Architectural:** see also Architectural drawings
 - 1. Existing exterior storefront and doors are to remain except at two locations. Existing exterior doors will be infilled with storefront to match existing per construction drawings
 - 2. Renovate existing Suite per construction drawings.
 - 3. Renovate existing restrooms into ADA compliance.
 - 4. Provide roller shades throughout the space.
 - 5. Provide and install appliance per equipment schedule on drawings.

- C. **Mechanical:** see also Mechanical drawings
1. Provide duct work and registers per Mechanical drawings
 2. Provide a new rooftop unit and supplemental cooling for IDF room.
 3. Provide pre- and post- Air balancing
- D. **Plumbing:** see also Plumbing drawings
1. New sink in breakroom.
 2. Provide plumbing line to connect all appliances.
 3. New lavatory, toilet fixtures, and replace floor drains.
- E. **Electrical:** see also Electrical drawings
1. Provide electrical work for the project.
 2. Provide electrical and Audio Visual conduits for the project.
 3. New light fixtures and light control system to be provided by owner and installed by contractor.
- F. Audio Visual, and Security system to be provided and installed by owner.
- G. Restoration of surfaces: Contractor shall restore all paving and landscape surfaces disturbed during construction.
- H. Furniture: Workstation and ancillary furniture are to be provided and installed by the owner. Contractor to coordinate power and data supply.
- I. IT Cabling:
1. Contractor shall provide Category 5E UTP wiring suitable for Power Over Ethernet (POE) from the Server Room to the approximately 40 designated endpoints in the project area. Existing signal wiring will be re-used to the extent possible to reduce costs and the total implementation time required. Each designated endpoint will typically contain (1) RJ45 termination point except where otherwise designated in the Architectural Drawings.
 2. Each designated endpoint in the project area shall be terminated in a District approved wall plate.
 3. All cabling in the server room will be terminated in District approved RJ45 patch panels and/or 110 blocks.
 4. Contractor shall provide audio visual cabling and hardware required for each of three conference rooms in the project area suitable for the display of an HDMI signal generated by a Microsoft Surface 4Pro computer from a centrally located conference table to a designated wall monitor.
 5. All cables and connecting hardware including pre-existing hardware and cabling shall be installed or modified to provide orderly, well-organized cable management with color-coding, labeling and documentation consistent with best practices.

6. All cabling shall be performance tested after installation per the manufacturer's standards, and Contractor shall provide all test results to the District in a documentation package for review and approval before the cabling is designated as complete.

3. Part Three – Preliminary Project Schedule

Conduct proposal walk for interested contractors	Tuesday 5/7/2019
Proposal period	Wednesday 5/8/2019 – Thursday 6/6/2019
Proposal Analysis and Review	Friday 6/7/2019 – 6/13/2019
Select Contractor – Notification of Contract Awardee	Friday 6/21/2019
Contract finalized for BAAQMD approvals and signatures	Friday 6/28/2019
Building Permit Approval – Pending Building Department Confirmation	Friday 6/21/2019
Construction begins	Monday 7/1/2019
Construction completed (12 weeks)/ Substantial Completion	Wednesday 9/25/2019
Furniture Installation (1 week)	Thursday 9/26/19
First Day of Business	Tuesday 10/8/2019

4. Part Four - Project Contacts

NAME	FUNCTION	AFFILIATION	PHONE	EMAIL
Chi-Wing Wong	Project Manager	Cushman & Wakefield	+1 650 931 2219	chiwing.wong@cushwake.com
Grecia Orosco	Project Coordinator	Cushman & Wakefield	+1 415 694 6475	Grecia.Orosco@cushwake.com
Ashley Miller	Architect	Brereton Architects	+1 415 963 4640	amiller@brereton.com

ATTACHMENT D
CONSTRUCTION DRAWINGS

ATTACHMENT E
Submission Instructions

Submission Instructions for Proposers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials: Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf), Excel (.xls or .xlsx), Word (.doc or .docx)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://baaqmd.bonfirehub.com/opportunities/15516>

The Q&A period for this RFP starts May 8th, 2019 9:00 AM PDT. The Q&A period for this RFP ends **June 4th**, 2019 4:00 PM PDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **June 6th, 2019 4:00 PM PDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Bay Area Air Quality Management District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>