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Cloverdale Performing Arts Center
209 North Cloverdale Blvd.
Cloverdale, CA 95425

SECOND NOTICE INVITING BIDS

The Cloverdale Performing Arts Center, a non-profit organization, will be accepting sealed bids from Subcontractors for the remodeling of an existing building for a performing arts center. All previously received bids with bid bond or check will still be in force, amended, or returned on request. Sets of plans and contract documents will be available at the following locations:

North Coast Builders Exchange – 1030 Apollo Way, Santa Rosa. Onsite viewing and arranged removal overnight and weekends.

Cloverdale Public Library – 401 North Cloverdale Blvd. Cloverdale. Onsite viewing only.

CD and contract document by mail – \$25.00 non-refundable fee. Mail request with check to Cloverdale Performing Arts Center, PO Box 3, Cloverdale CA 95425.

Full set of plans and contract documents – \$100.00. Mail request with check to above address.

View online – www.cloverdaleperformingarts.org.

All bids to be sent to: Cloverdale Performing Arts Center, P.O. Box 3 Cloverdale, CA 95425, Attention: Roger Quentin, Project Manager (“PM”). Cloverdale Performing Arts Center and PM are not responsible for lost or undeliverable bids.

Bids will be accepted until January 20, 2010 at 3:00 p.m. at which time all bids will be opened and announced at 209 North Cloverdale Blvd., Cloverdale. All bids will be discussed with the Cloverdale Performing Arts Center Board of Directors (“The Board”) and a decision rendered by January 26, 2010 . At that time, all contractors of accepted quotes will be notified. The Board will award contracts to contractors who provide the best value to The Board. The Board reserves the right to reject any or all bids. In determining that value, The Board will consider the following criteria:

- 1) The Quote Price
- 2) The extent to which the quote meets the needs of the project scope of work
- 3) The reputation, references, and quality of work of the contractor

All requests for information are to be referred to Roger Quintin: 707-894-4631, rogerq@sonic.net.

This is a prevailing wage project pursuant to the provisions of Section 1720 et. seq. of the California Labor Code.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary

to match others in use. Complete information for products proposed as equals must be submitted to the Project Manager for review at least 10 working days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to Cloverdale Performing Arts Center, certified check made payable to Cloverdale Performing Arts Center, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to The Board complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to Cloverdale Performing Arts Center. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to The Board.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Sonoma County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Sonoma County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file with the Project Manager.

In accordance with California Public Contract Code Section 3300, a valid California contractor's license is required to bid on the project.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by The Board from progress payments to ensure performance under the contract in accordance with the contract documents.

The Board reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The Board reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if The Board elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bid forms. The bid forms are the documents listed in the Bidder's Check List in the bid package Table of Contents as comprising the documents that must be submitted for each bid for it to be deemed complete.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice to Bidders, Instructions to Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Workers Compensation Insurance Certification, Non-collusion Affidavit, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Questionnaire, if any, Bidder's Signature Page.
- 1.3 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract.
- 1.4 Project. The Project is the Project as described in the bid package.
- 1.5 Project Plans. The Project Plan Bid Set are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.6 Technical Specifications. The Technical Specifications provide detailed requirements concerning the Project and are contained in General Provisions in the bid package.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.
- 2.4 The bidder has informed The Board in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

3. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND WORK SITE

- 3.1 The bidder shall examine carefully the work site, the Project Plans and General Specifications, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work

to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

3.2 Where there has been prior construction by prior owners or public agencies within the project limits, records of the prior construction that are currently in the possession of the City and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section 3. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

3.3 Inspection of the records of investigations and project records in the possession of the City may be made at the Building Department.

3.4 The Board assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.

3.5 No conclusions or interpretations made by a bidder from the information and data made available by the City will relieve a bidder from properly fulfilling the terms of the Agreement.

4. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

4.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the PM in writing as soon as reasonably possible, but no later than five (5) working Days before the date specified for bid opening. Such notice to the PM must be sent to the address specified in the Notice to Bidders for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.

4.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of The Board and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of The Board and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

5. PRE-BID ACCESS TO THE PROJECT SITE

5.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site

that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

5.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the PM at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the PM and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining The Board's approval. The Board may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes and otherwise clean up and restore the test site to its pre-test condition.

6. BIDDING PROCEDURE

6.1 Bids must be received by The Board no later than the time and date specified in the Notice to Bidders. Bids will be opened and read publicly at that time. Bids that are submitted late according to Local Time will be returned unopened.

6.2 In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.

6.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of The Board, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.

6.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.

- 6.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice to Bidders in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to The Board all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with The Board within ten (10) working days of receipt of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to The Board. All bidders' security not forfeited to The Board will be returned once a successful bidder provides all required documents and enters a contract with The Board in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to The Board will not waive or otherwise limit any other remedy available to The Board under applicable law.
- 6.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.
- 6.7 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize The Board's representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless The Board and its officials, officers, employees, agents and volunteers to full the extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.
- 6.8 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with The Board. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to The Board.

7. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to The Board no later than 5 p.m. on the third business day following the date of the bid award..

- 7.1 The protest must contain a complete statement of the basis for the protest.
- 7.2 The protest must state the facts and refer to the specific portion of the document or the on the specific statute that forms the basis for the protest. The protest must include the name, third address, and telephone number of the person representing the protesting party.
- 7.3 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.
- 7.4 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its date own protest.
- 7.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 7.6 The Board shall review all timely protests prior to award of the Project. The Board shall not be required to hold a board meeting with the PM to consider any protests, but may do so at its option. At the time of The Board's consideration of the Project award, The Board and PM shall also consider the merits of any timely protests. The Board may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of The Board's right to reject all bids.

8. AWARD

- 8.1 In accordance with applicable law, The Board reserves the right to reject any or all bids and to waive any informality in any bid. The Board reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If The Board elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice to Bidders. In accordance with the contract documents and other applicable law, The Board may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 8.2 The successful bidder must submit to The Board complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to The Board.

- 8.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.
- 8.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized Board representative will execute the Project contract, and The Board will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be completed begins to run on the Project commencement date.

9. PRICING

- 9.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.
- 9.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.
- 9.3 Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

10. QUANTITIES

- 10.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The Board does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind The Board, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.
- 10.2 The Board may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If The Board amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or

addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

11. SUBSTITUTION OF "OR EQUAL" ITEMS

- 11.1 In accordance with California Public Contract Code Section 3400, where the Technical Specifications or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Technical Specifications or Project plans specify that the listed product is necessary to match others in use. Except where the Technical Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it shall be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Technical Specifications or Project Plans. Unless the Technical Specifications or Project Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.
- 11.2 Complete information for products proposed as equals must be submitted to the PM for review by at least ten (10) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the PM to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten (10) working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Technical Specifications or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

12. SUBCONTRACTING

- 12.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price.

12.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by The Board in accordance with Section 4107 and following of the California Public Contract Code.

13. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of The Board. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

14. BONDS

14.1 The successful bidder must submit to The Board a performance bond within ten (10) working days of receiving written notice of award. If the Project involves expenditures in excess of twenty-five thousand dollars (\$25,000), the successful bidder must submit to The Board a payment or labor and materials bond within ten (10) working days of receiving written notice of award. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to The Board. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.

14.2 In accordance with California Civil Code Section 3247, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 3181 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 3248.

14.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.

15. LABOR LAWS

15.1 Bidders must comply with applicable provisions of the California Labor Code.

15.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.

15.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in

which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.

- 15.4 In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, The Board has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file with the PM and will be made available on request, or go to <http://www.dir.ca.gov/dlsr/2001-2/PWD/determinations/statewide/statewide.pdf>.
- 15.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.

BIDDER'S CHECK LIST

Did You:

- Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids?
- Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:
 - Bidder's checklist?
 - Proposal and Schedule of Bid Prices that state the bid as intended?
 - Copies of each addendum issued signed and dated on behalf of the bidder?
 - Executed bid bond?
 - Contractor license information?
 - List of subcontractors?
 - Workers compensation insurance certification?
 - Signed and notarized non-collusion affidavit?
 - Debarment certification?
 - Bidder's questionnaire, if any?
 - Executed bidder's signature page?
- Arrange to have the sealed bid delivered to Cloverdale Performing Arts Center as per the "Notice of Inviting Bids"?

PROPOSAL

For: Construction of the Cloverdale Performing Arts Center, _____ Project

TO THE CLOVERDALE PERFORMING ARTS CENTER

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with The Board, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the plans and specifications as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of The Board, to-wit:

Contractor's Bid Proposal

Portion or Scope _____

Base Bid

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

Total Base Bid: \$ _____

Written Amount: _____

Additive Alternate 1 –

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
AA-1					
AA-2					
AA-3					
AA-4					
AA-5					
AA-6					

Total Additive Alternative 1: \$ _____

Dollars

Written Amount

The undersigned further agrees to deliver and to complete the work within _____ working days, from the date of issuance, by the The Board, of instructions to proceed with the work, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to The Board the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the The Board.

Prime Contractor _____

License # _____ Expiration Date _____

Contractors License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of, _____ 20_____

(Corporate Seal)

Corporate Signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

CLOVERDALE PERFORMING ARTS CENTER
209 North Cloverdale Boulevard
Cloverdale, California 94568

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Cloverdale Performing Arts Center, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____ lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the Cloverdale Performing Arts Center Project (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter

amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the notice to bidders, or to any other documents concerning the Project, shall in anywise affect SURETY' s obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this day of the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgement)

Title _____

SURETY _____

(Corporate Seal)

By _____

(Attorney-in-fact)

(Acknowledgement)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of _____
Project.

The bidder holds the following California Contractors License(s):

1. License No. _____, Class _____, Expiration Date _____
2. License No. _____, Class _____, Expiration Date _____
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____
6. License No. _____, Class _____, Expiration Date _____
7. License No. _____, Class _____, Expiration Date _____
8. License No. _____, Class _____, Expiration Date _____
9. License No. _____, Class _____, Expiration Date _____
10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. _____

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____

2. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____

3. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

Signature of Bidder

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of City, partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature of Bidder

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is "Yes", explain the circumstances in the following space.

Signature of Bidder

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Signature of Bidder

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the Cloverdale Performing Arts Center Project ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-collusion Affidavit, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Cloverdale concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within _____ estimated working days. Also within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to The Board the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to The Board.

Prime Contractor _____

By: _____ Title: _____

Dated this _____ day of _____, 20_____.

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: _____

(Typed or printed name)

(Signature)

(Bidder)

Bidder business address (street, city, state and zip code)

Bidder Business phone: () _____

Bidder Business fax: () _____

SPECIAL PROVISIONS

Change Orders All extra work or a reduction of the required scope of work for a particular trade is to be in writing and signed by the contractor and The Board or the PM prior to any work proceeding or changes occurring.

Payment Schedule Billing from all subcontractors and material suppliers will be accepted every two weeks and paid on a “percent of completion” basis. Upon the commencement of the project, the two-week billing period will be established. Upon receipt, all billing statements will be reviewed by the PM and The Board, and presented to the City of Cloverdale for review and approval. After the transfer of funds from The City to The Board, all statements will be paid. The time between receipt of statement to payment will be no longer than seven to ten business days. Payments to be mailed or disbursed onsite.

Payroll Requirements This is a prevailing wage project pursuant to the provisions of section 1720 et seq. of the California Labor Code. A “statement of compliance” shall be filled out once as well as detailed payroll records showing the amounts paid to all employees including all deductions at every two-week submittal of a statement for payment.

Safety All onsite, including visitors, are to wear hardhats. Safety glasses are also recommended. All tools, scaffold, equipment, ladders, etc. are to be free of defects and in good working order. All subs and employees are to check climbing equipment for stability and set for a safe working condition. Project manager will bring up all unsafe situations as they present themselves and will discuss with subcontractor, and agree upon a safe solution. A representative of OSHA will be asked to resolve any unresolved safety issues. No radios, CD players, or any type of amplified music is to be played on site. All flammable liquids are to be stored in approved containers and stored away from flammable materials.

Security All materials are to be stored inside the building. Any material left outside the building is the responsibility of the subcontractor. The last sub at the project on any given day will take charge of the securing of the building. Any opening in the walls or ceiling shall be covered with plywood (provided), by whoever created the opening. All lights are to be turned off and all cords unplugged. All HVAC roof penetrations shall be covered with plywood and Visqueen, both securely fastened at the end of each workday by the sub responsible for its removal. All other penetrations shall be covered with Visqueen, extended over the top of the roof extending three (3) feet past and secured. No ladders or tools are to be left outside the building overnight.

Insurance Prior to initiating work on the project and continuing through the issuance of the certificate of completion, all contractors working on the project shall maintain a commercial general liability policy in the amount of one million dollars (\$1,000,000) combined single limit, two million dollars (\$2,000,000) annual aggregate, together with five million dollars (\$5,000,000) umbrella liability coverage, or such other policy limits as agency may in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations, and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the indemnities/agency (The City of Cloverdale and Community Development Agency, a public body, corporate and politic, and the Cloverdale Performing Arts Center Inc.) as additionally insureds.

Until issuance of the certificate of completion, all contractors working on the project, shall maintain a comprehensive automobile liability coverage in the amount of one million dollars (\$1,000,000) combined single limit coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to agency evidence satisfactory to agency that the developer, (Cloverdale Performing Arts Center Board of Directors), and any contractor with whom the developer has contracted for the performance of work on site or otherwise pursuant to this agreement carries workers compensation insurance as required by law. Automobile policies shall name the indemnities as additional insureds.

Upon commencement of construction and continuing until issuance of a certificate of completion, developer and all contractors working on behalf of developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the project on a replacement cost basis naming agency as loss payee.

Companies writing the insurance required hereunder shall be licensed to do business in the state of California. Insurance shall be placed with a insurers with a current a.m. bests rating of no less than "A": VII.

If any insurance policy is cancelled or reduced before certificate of completion all payments due to contractors will be held till insurance is renewed or reinstated.

Engineering Inspections Structural engineer to inspect all work at foundation prior to concrete placement and determine if concrete samples are to be taken. Inspection will also take place before close-in inspection. In both cases, all corrections will be remedied by the appropriate subcontractor. Cost of inspections will be the responsibility of The Board.

Lighting General lighting will be provided. All task lighting will be the responsibility of each subcontractor for their particular work area.

Power There will be a temporary power box with 220v and 110v outlets approximately in the middle of the building.

Water A hose bib will be available at the front of the building next to the panel room.

Sanitation A portable chemical toilet will be on site and cleaned bi-weekly, weekly during heavy use.

Recycling There will be a designated area for the disposal of recyclable materials and trash. All debris will be separated by the subcontractor and placed in the appropriate containers. Any sub not recycling will be back charged for the time spent by others separating the debris into the appropriate containers. There will be containers for plastic, metal, glass, cardboard, unpainted and non-pressure treated wood, and trash. All subs are required to clean up their work areas daily.

Scope of Work

ACCESSORY INSTALLATION

Install all fire extinguisher cabinets with fire extinguisher, bath accessories, e.g.: paper towel, tissue, seat cover holders; soap dispenser, grab bars, waste receptacles mirrors (all), and Plexiglas hand guard at exterior rear walkway. All materials provided by CPAC Inc. Cut out sheetrock for flush installation if required.

DOORS AND HARDWARE - LABOR ONLY

Install all doors as per plan. Provide all misc. Screws, shims, etc. needed to complete job. Install all hardware as per plan as well as door stops. All doors and hardware provided by CPAC Inc. and delivered to site. All doors and hardware to be adjusted for smooth operation. Existing door at entry to have panic hardware, new lockset, self closer, and stops installed. Waterproof all exterior North doors as per plan. Sheet metal flashing provided by others. Provide alternate bid: install doors from ready set system (www.readysystem.com),

ELECTRICAL

Rough-in: Supply and install all conduit, wire, boxes, main and subpanels, breakers, etc. Set new ground rod if needed. Set all can lights, rough-in for fire alarm bell and relay and set finish. Install all conduits as per plan including phone and data. Rough-in to HVAC units including disconnects and hot water heater. Rough-in hand dryers only. No finish. Move shunt trip to exterior. Run 2" conduit for phone to MDF. Finish- supply and install all outlets, wall switches, and cover plates, etc. Two (2) LPA fixtures to be hung by others. Hardwire into HVAC units and hot water heater. Install all bulbs, can trim, emergency lighting, exterior fixtures, interior wall and ceiling hung fixtures, occupancy sensors, power extenders, step lighting, and house dimmers. CPAC Inc. will supply these fixtures with electrician consultation. Ticket office and concession are removed but all home run circuits will be J-boxed in attic for future use. Ext. GFI outlet to be placed in exterior wall at future concession area and ticket office.

Exclusions: digging, backfill. Purchase or installation of all theatrical lighting (instruments), sound or technical equipment, security systems, or fire panel.

EXCAVATION, SLAB DEMO, DRAINS, ROUGH GRADE

An "A" general engineering license is required for the work below.

Slab demo: As per S1. Saw cut and remove concrete. Excavate to bottom of base rock elevation. Remove all spoils offsite (TYP).

Waste and Drains: Saw cut slab, remove concrete and excavate to depth as per plan. Cut 2 foot on each side of new common restroom wall as well as one foot wide north to north exterior wall, from stage front to existing D.I., at cast restroom and janitor closet sink area to intersect with 4 foot cut.

Excavation depths are from under concrete slab.

Foundation Drains: Excavate, add, connect drains, backfill, and re-compact as per plan. Add interior 4" drain from north/south existing drain line to front of stage cut. Connection to perf. Drain behind stage cut by others.

Exterior: Regrade exterior as per plan. Saw cut asphalt and patch after concrete wall placement.

No work at ticket booth or concession areas. Provide all ventilation necessary to safely operate equipment inside building.

It is the responsibility of the contractor to mark out and contact Underground Service Alert at least two (2) days prior to any excavation or demolition.

FIRE SPRINKLER SYSTEM AND FIRE PANEL

Supply all labor, material, plans, and permit to add and relocate piping and sprinkler heads as required to accommodate new building usage. Provide and submit shop drawings and hydraulic calculations to the City of Cloverdale for approval. Use concealed heads in all flat ceiling areas and exposed heads in lobby area. Have a representative onsite for all inspections and tests as well as their arrangement. Use (E) check valve at building rear, the 6" supply into the building, as well as the fire department connection at building front and the pipe leading to that connection. Turn the elbow at mid-building and route the line into the attic. Provide and install complete fire alarm and detection system as per Plan General Notes.

FOUNDATION AND FLATWORK

Interior and exterior placed walls- excavate for all footings and remove spoils offsite, form walls, and place all rebar and embedded hardware. Place and finish concrete. Strip all forms. Remove all debris offsite and supply all materials (TYP)

Flatwork: compact sand, lay vapor barrier, compact base material, set steel and all embedded hardware, p + f slabs. Strip all forms, etc.

Waterproofing: backside of side and stage front theater seating walls: use Grace Ice and water shield or equivalent. At same locations, install 4" perforated pipe wrapped in filter fabric under 6" of 1+'' or drain rock. At center of stage width, install 4" "T". Pipe to daylight by others. Include all 4" through wall drain pipes as per S1 and 8/SD2.

Note:

- Patched floor areas on plans- include in quote. See demo and excavation scope.
- Undercut fire sprinkler check valve assembly slab 6" and form and place wall to finish flush with (E) slab.
- No work in concession and ticket booth areas.
- Storage of all materials to be inside building.

All embedded hardware to be laid out by PM. And supplied by foundation contractor.

Provide concrete test cylinders as per SN1 notes.

Structural observation and adhesive inspection by others but scheduling

determined by concrete contractor and four-day notice given to PM to schedule.

FRAME LABOR AND STRUCTURAL STEEL INSTALLATION

All labor to frame all walls, ceilings, attics, HVAC curbs and supports (one curb for unit and 2 smaller curbs for return and supply air and one curb for 5 ton unit). Install all shear plywood, floor sheeting including stage (2 layers), and attic floor plywood. Install all HDs, straps, bolting, hangers. Install temporary theater seating area platform for scaffold and remove after ceiling finish's. Install all HVAC, fire stop, shear, grab bar, fire ex., cabinet, handrail, and finish plumbing fixture blocking and backing. Electric panel room walls at concession area only. No other framing at concession or ticket booth areas or (E) all glass wall. All materials, nails, hardware, bolts, lumber to be supplied by CPAC Inc. All layout to be performed by lead carpenter working for accepted contractor and supervised by CPAC Inc. project manager. Include all labor to move materials from delivery truck to inside building. No outside storage. Include all labor and equipment to hoist, lift, move, or set gluelam beams and lift, drill masonry wall, and bolt structural steel. Cleanup all wood cutoffs daily and sweep at cut station or stations. Wood debris and recycling bins to be supplied on site by CPAC Inc. All materials to be ordered by CPAC Inc. PM and a list detailing the use of material will be given and explained to the lead carpenter. Any miscut material not able to be used for a different task will be back charged to the contractor and reordered.

HVAC

Supply and install all equipment, ductwork, plenums, thermostats, fire dampers, SA and RA grills, restroom and electric room fan ductwork through roof and attachment to fan units including roof jacks set loose. Move (E) 5-ton unit to (N) location on roof at front. Supply all flashing at curbs and rear ext. doors. Figure for only one 12.5 ton unit.

Note: return and supply air plenums on the 12.5 ton unit to be run above roof from unit, across gridline 7, and down through roof. No SA or RA at ticket office or concession. Provide capped ductwork in attic for future installation. Framing of curbs, wood supports, and blocking and bracing for equipment to be provided by others but laid out by HVAC contractor. Gas line and flex to units by others. Include daily C/U.

INSULATION

Foam sealant at all bottom plates, around windows and doors, and holes through non 1 hr. Assemblies. Fire caulk all penetrations through all 1 hr wall or ceiling assemblies.

Insulate as follows: between 2 x 8 Rafters - R-30 foil face batts. Exception: lobby ceiling.

Exterior walls: R-19 foil faced batts. Between 2 x 8 ceiling joist - R-19 unfaced. All interior walls - R-15 unfaced. All theater seating and stage area perimeter - R-15 unfaced both sides of double stud walls. Install 2" sound attenuation blanket as per 3/AD.01 at required locations.

MASONRY AND WALL DEMO

Wall demo - saw cut and remove from site the following:

1. At rear north wall end – 6' 8" x 8' 6" opening. Cut to start at top of Interior slab level.
2. At rear south wall end – enlarge (e) opening to 8' 2" x 10' 6". Cut to start at top of interior slab level.

Masonry: Fill in two (2) window openings at building rear as per 19/SD2 and reinforce saw cut areas as per 17, 18, 24/SD1.

Demo: bars, sill, and all wood to be removed by others

PLUMBING FIXTURES AND RESTROOM ACCESSORIES

Plumbing fixtures: as per fixture list on page P.01 to include only the following:

1-WH-1 WITH DRAIN PAN

4-WC-2

3-WC-1

1-DF-1

1-ET-1

4-LAV-1 FAUCET ONLY NO SENSOR

1-PT-1

2-UR-1 NO SENSOR

ACCESSORIES: ALL BOBRICK

3-B369 TOWEL DISP/WASTE RECEPT.

2-KB10000 BABY CHANGING TABLE

6-B6806.99X36 GRAB BARS

5-B2888 MULTI ROLL PAPER DISP.

3-B221 TOILET SEAT COVER DISP.

2-B357 SEAT COVER, PAPER DISP. WITH SAN. NAPKIN RECEPT.

Partitions: as per plan. Value engineered selection. Allowance. Include delivery to inside building

PLUMBING

Rough-in and top out: Supply and include all labor and materials except cost of all in wall valves. Includes all waste lines and tie in at (e) waste line, gas supply from meter location, new backflow preventer and supply line to all fixtures from BFP. Supply and install all floor drains, trap primers, tempering and ball valves, and hose bibs. Add one hose bib at building rear with hex key handle. Include all blocking for pipe supports. Material provided onsite for blocking. Supply all roof jacks for plumbing penetrations and set onto vents loose.

Finish: Install all fixtures, water heater, pressure tank, etc. Install flex gas lines to HVAC units (3). Cap all waste and supply for future use. Provide and install all traps, and insulation, angle stops, supply lines, wax rings, escution plates, etc.

Fixtures: All toilets, faucets, urinals, water heaters, drinking fountains, lays, sinks, pressure tank, etc to be supplied and delivered on site by CPAC Inc.

Cut sheets - to be provided by CPAC Inc. prior to rough-in.

See list on page P.01 and include the following items:

BP-1, COTG, FCD, FD-1, TP-1, TV-1, WA-1, WCD.

ROOF REPAIR

Prep areas and install polyurethane spray foam (2.75 lb density) at five (4) curb areas, three (3) plumbing vent jacks, two (2) fan jacks, and at two (2) patched areas approx. 5' x 6'. recoat all patched areas with 1 coat of reflective acrylic roof coating. Patch leak at SW corner of building. Provide jack and patch area for 1 ½" conduit for future solar system.

ROUGH LUMBER

As per material list. List to be separated into a minimum of four (4) packages for delivery.

Framing and plywood materials to be dropped at building rear. 42' glue lams to be slid off truck individually and moved by equipment supplied by framing contractor into building. All materials substituted for scope items to be in writing and approved by the PM. Quantities on material list may change slightly at ordering. Quote prices to be held for 90 days after acceptance. Load widths to be 6' or less in order to fit through rear door.

MATERIAL LIST FOR ESTIMATE

11,000 LIN FT- 2 X 6 DF 2+BTR
500 LIN FT- 2 X 6 PTDF
150 LIN FT- 2 X 4 PTDF
1,200 LIN FT- 2 X 4 DF 2+BTR
2,336 LIN FT- 2 X 8 DF 2+BTR
60 LIN FT- 2 X 8 PTDF
36 LIN FT- 2 X 10 DF 2+BTR
100 PCS- 2 X 6 DF 104 ¼ “ STUDS
140 PCS- 2 X 4 DF 104 ¼” STUDS
480 LIN FT- 3 X 6 DF 2+ BTR
32 LIN FT- 3 X 8 DF 2+BTR
240 LIN FT- 4 X 6 DF 2+BTR
32 LIN FT- 4 X 8 DF 2+BTR
36 LIN FT- 4 X 8 PTDF
150 LIN FT- 3 ½ X 9 ½ SCL
82 LIN FT- 1 ¾ X 9 ½ SCL
44 LIN FT- 1 ¾ X 7 ½ SCL
80 LIN FT 1 ¾ X 18 SCL
24 LIN FT- 5 ½ X 5 ¼ SCL
72 LIN FT- 5 ¼ X 7 ½ SCL
32 LIN FT- 5 ¼ X 9 ½ SCL
32 LIN FT- 7 X 8 ½ SCL
7- 42 FT LONG- 3 1/8 X 24 “ GLB 24-V8 W/ 1 “ CAMBER
190 SHEETS- ¾ “X 4 X 8 T&G UNDERLAYMENT 48/24 EXPOSURE 1
140 SHEETS- ½ “ OSB SQ. EDGE 4 X 8 FT
16 SHEETS- “ “ “ “ 4 X 9 FT
16 SHEETS- “ “ “ “ 4 X 10 FT

SECURITY SYSTEM

Provide all labor and materials to install a wireless system with contacts at all operable windows and exterior doors. Provide two (2) keypads and alarm panel with battery back up.

DOORS AND HARDWARE MATERIAL ONLY

Include material and delivery to inside building. Specs as per plan with the following changes:

101A: no new door. Estimate all new hardware for (e) 1 3/4" x 3-0 x 10-0 door

103A: remove door and hardware

104B: bronze anodized aluminum with side light.

202A: 3-0 x 3-6"

110A: one pair 4-0 x 10-0.

Bid two ways

- 1) As per readysystem.com or eq.
- 2) As separate doors and hardware.

DRYWALL

Supply all materials, delivery, stocking, hanging, and finishing. All corners to be square metal.

Apply all sound deadening fiberboard as per 3/AD.01 at required locations.

Finishes:

- Attic, mechanical room, hidden areas, and meter room - fire tape only.
- Lobby walls - level four (4) with minor imperfections.
- All other areas: orange peel spray on texture.

After hanging drywall and before nailing inspection, fire caulk all through wall penetrations at 1 hr walls as per 1/EO.2.

Scrap out and broom sweep job after hanging. Scrape and sweep after texture.

Keep all drywall compound off exposed wood surfaces.

Exclusions: theater office or concession area.

FINISH FLOORS

Carpet Areas: TARR value of ≥ 3.5 for a heavy use area. Compliance with CRI-green label plus. Cal sec 01350 for carpet and adhesives. All labor and materials. If there is an availability of remnants for the seating area that is all the same pattern, color, and acceptable to The Board, we would entertain such a proposal. Carpet at theater vestibules and main isles only. No carpet at seating isles. Provide transition strips at concrete/ carpet intersections.

Tile: None

Concrete: None

STRUCTURAL STEEL, GUARD, AND HANDRAILS

Provide materials and labor to fabricate tube steel components as per plan. Prime all items and deliver to site. Installation by others.

Special inspection paid by others but scheduled by fabricator.

Provide all railings, wheel guards, and handrails as per plan. Use steel for all items and prime prior to installation, and touchup after. Install all items. Any sleeves required are to be provided, laid out, and installed prior to concrete placement, working with concrete contractor. All blocking to be layed out by fabricator and installed by framer.

VOICE, DATA, MICROPHONE, AND SOUND CABLING

Supply and install all cabling, finish trim, covers, MDF as per Plan. Conduit by others. Run new phone line from interface box to MDF. Add two (2) voice/data outlets on stage.