

The following is a list of documents which should be included in your Internet Package.

Form Name	Attachment No	# Pages
Invitation for Bid- Cover Letter		
Invitation for Bid		
Bid Proposal, ADM 1412	1	1
Bidder Declaration form GSPD-05-105	2	2
Contractor Certification Clauses	3	4
Non-Collusion Affidavit for Public Works	4	1
Bid/Bidder Certification Sheet	5	2
Bidder's Acknowledgement of Prevailing Wages	6	1
Darfur Contracting Act	7	1
Disabled Veteran Business Enterprise Declarations form STD 843	8	1
Copies of quotes from SB or DVBE subcontractors listed in form GSPD-05-105	9	1
Required Attachment Checklist	10	1
California Disabled Veteran Business Enterprise (DVBE) Program Requirements – <u>NOT for Good and Information Technology</u>	11	4
Proposed Form of Agreement, STD 213	12	41

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	<p><b>Agreement No. 04A4225</b></p> <p><b>Bid Due Date: July 2, 2013</b></p>	<div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;">Postage</div>
<p>Department of Transportation Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4<sup>th</sup> Floor, MS 65 Sacramento, CA 95816-7006</p>		
<b>BID SUBMITTAL DO NOT OPEN</b>		

**DEPARTMENT OF TRANSPORTATION**

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30<sup>th</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6043 or 6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>Flex your power!  
Be energy efficient

June 4, 2013

**INVITATION FOR BID (IFB)**  
**IFB # 04A4225**  
**Notice to Prospective Contractors**

You are invited to review and respond to this **IFB #04A4225**, entitled, **On-Call Concrete Barrier, Soundwall & Access Gates Repair**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Microbusinesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs, are encouraged to submit bids. See Section D, Special Programs, Item 1, in this IFB for requirements.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a **three percent (3%)** goal is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See Section D, Special Programs, Item 2, in this IFB for requirements.

Note that all contracts entered into with Caltrans will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>.

This contract requires Prevailing Wages. Refer to **Attachment 12, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB is:

Christina Martucci  
Department of Transportation  
(916) 227-6043 Telephone Number  
(916) 227-6138 Fax Number

Please note that no *verbal* information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

\*Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section C Item 1, Time Schedule** for more details.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Christina Martucci'.

CHRISTINA MARTUCCI  
Acquisition Analyst

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## A) Purpose and Description of Services

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 12** for a more complete description of services.

Contractor shall provide, on an on-call, as-needed basis, all labor, tools, materials, equipment, incidentals, and traffic control to repair existing damaged soundwalls (both masonry block and pre-cast concrete panel), access gates, concrete barriers (all types), and soundwalls on concrete barriers. **Bidder's Minimum Qualifications**

By submitting its bid, Bidder certifies, under penalty of perjury, that its California State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the Proposed Form of Agreement, Exhibit A, Scope of Work, Attachment 12. This requirement has also been added in the Proposed Form of Agreement, Exhibit E, Attachment 12. Refer to Section C, Bid Requirements and Information, Paragraph 7, Contractor License, for submittal requirements

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	06/04/2013	
Written Question Submittal	06/17/2013	
Final Date and Time for Bid Submission	07/02/2013	2:15 PM
Bid Opening	07/02/2013	3:00 PM

### 2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions via Bid Sync by June 17, 2013.
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 04A4225. Questions must be sent to the following

MAIL OR FAX TO:

Department of Transportation  
Division of Procurement and Contracts  
Attention: Christina Martucci  
1727 - 30th Street, MS-65  
Sacramento, CA 95816

Fax No.: (916) 227-6138

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the BidSync website (see below). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB, Section C 1, Time Schedule**, for the schedule of events and dates/times. It is

the responsibility of the bidder to check BidSync for all addenda. Bidder can contact the Acquisition Analyst named above:

<http://www.bidsync.com/>

### 3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

### 4. Employment of Undocumented Workers

No state agency or department, as defined in California Public Contract Code (PCC) section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a Public Works Agreement, who has, in the preceding five years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (PCC section 6101).

### 5. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

### 6. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the County of Alameda as described in the attached **Proposed Form of Agreement (Attachment 12)**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <http://www.dir.ca.gov>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

### 7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, possess one of the following, current and valid license issued by the California Contractors State License Board (CSLB), for the type of work to be performed.

- Class A (General Engineering) license
- or-
- Class B (General Building) license
- or-
- C-12 (Earthwork and Paving) license
- or-

- C-29 (Masonry) license
- or-
- D-6 (Concrete Relate Services) license

For any traffic control, a C-31 (Traffic license is required in combination with one of any of the licenses above or may be subcontracted out in order to meet this requirement).

Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (reference Business & Professions Code section 7028.15).

## 8. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is/are used, complete the **Bidder Declaration form GSPD-05-105 (Attachment 2)**. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

## 9. Non-Collusion Affidavit for Public Works

Bidder must submit, as described herein, a notarized Non-Collusion Affidavit for Public Works. The **Non-Collusion Affidavit** is attached to this IFB as **Attachment 4**. Failure to submit a complete notarized affidavit shall be rejection of bid.

## 10. Bonds

Payment Bond Requirement: The successful bidder will be required to provide, prior to commencement of work under a Task Order, a Payment Bond for 100 percent (100%) of the Task Order, if the Task Order is over \$25,000. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Task Order. Refer to Bonds in Exhibit D of the **Proposed Form of Agreement (Attachment 12)**.

## 11. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to Exhibit E in the **Proposed Form of Agreement (Attachment 12)**, for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

## 12. Darfur Contracting Act

- A. The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section, 10475. All bidders shall complete the **Darfur Contracting Act Certification form, Attachment 7**, and submit with bid.
- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification form, Attachment 7**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a proposal for an Agreement with a State agency for goods or services. (PCC section 10477(a)).
- D. Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still; however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section 10477(b).

### 13. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit by dates and times shown in the IFB, Section C) Bid Requirements and Information, Item 1) Time Schedule.
- B. The mailing package/envelope should be labeled as follows:

**Note: All packages not clearly or properly labeled as indicated below, including overnight mail and hand delivered packages may be rejected.**

<b>YOUR RETURN ADDRESS</b>	<b>Agreement No. 04A4225</b> <b>Bid Due Date: 07/02/2013</b> <b>Bid Due Time: 2:15 P.M.</b> <b>Bid Opening: 3:00 P.M.</b> <b>Attention: Christina Martucci</b>	postage
 Department of Transportation Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 <sup>TH</sup> Floor, MS-65 Sacramento, CA 95816-7006		
<b>BID SUBMITTAL DO NOT OPEN</b>		

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's **Required Attachment Checklist (Attachment 10)**. Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at 227-6000 to have your bid package picked up.
- G. Bid opening will be held at the above address at **3:00 PM** on the date specified in Section C - Bid Requirements and Information, Item 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the



pass code **7089821#**. Calls will be accepted beginning at **2:50 PM** until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 P.M. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.

- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- J. Costs for developing bids and in anticipation of award of an Agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet (Attachment 5)**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with Section K above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

- R. Caltrans does not accept alternate Agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's GTC are not negotiable. The GTC 610 may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

#### **14. Evaluation and Selection**

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive responsible bidder.
- B. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

#### **15. Award and Protest**

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at <http://caltrans-opac.ca.gov>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery.
- C. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement.
- D. Grounds for Filing a Protest: After the issuance of the applicable Agreement award notices as specified in this IFB, the right to protest the proposed award of an Agreement is afforded any bidder who claims it should have been awarded the Agreement because it was the lowest responsible bidder meeting the specifications.
- E. Filing a Protest: The initial protest must be submitted to the Caltrans, Protest Unit prior to the award of the Agreement. When a protest has been submitted, the

Agreement shall not be awarded until either the protest has been withdrawn or Caltrans has decided the matter.

- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans, Protest Unit with a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

**Department of Transportation**  
**Division of Procurement & Contracts**  
Attention: Bid, Protest, & Dispute Branch Chief  
1727 30<sup>th</sup> Street, MS 65  
Sacramento, CA 95816  
**Phone Number:** (916) 227-6096  
**Fax Number:** (916) 227-1950

It is suggested that you submit any protest by certified or registered mail.

- G. Upon award of the Agreement contractor shall complete and submit to Caltrans, the Payee Data Record form (STD 204), to determine if the contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code section 18662 et seq. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, page one (1) of the **Contractor Certification Clauses (CCC), Attachment 3**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> Bidder may also, as an option, submit the CCC with bid package.

## **16. Standard Conditions of Service**

- A. After award of the Agreement and execution of the Agreement, should the Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, that Contractor shall be liable to Caltrans for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
- 1) The Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with

section 16700, of Part 2 of Division 7 of the Business and Professions Code (BPC)] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

- 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under GC sections 4550 - 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC sections 4550 - 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

## **D) Special Programs**

The following Special Programs are applicable to this IFB.

### **1. Small Business (SB) or Microbusiness (MB) Preference**

- A. GC section 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations (2 CCR) 1896 *et seq.*
- B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). The

preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective Contractor is claiming the five percent (5%) SB preference, complete Section 16 of the **Bid/Bidder Certification Sheet (Attachment 5)**.

- C. Pursuant to GC section 14838 and 2 CCR 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least 25 percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) NSB preference, complete Section 17 of the **Bid/Bidder Certification Sheet (Attachment 5)**, and **Bidder Declaration, GSPD-05-105 (Attachment 2)**. Bidder shall list the names of all certified SB firms being claimed for credit on the GSPD-05-105 form. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB as **Attachment 9, titled "Quotes from SB Subcontractors."** This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060, or E-mail: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov).
- G. Additional references are at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

## 2. **Disabled Veteran Business Enterprise (DVBE) Programs**

### A. DVBE Participation Program with Goals

- 1) The required DVBE participation goal for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to PCC, section 10115 et seq., Military and Veterans Code (MVC), §999 et seq., and Title 2, California Code of Regulations (2 CCR), §1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Bidder shall complete and submit the **Bid/Bidder Certification Sheet (Attachment 5)**, **Bidder Declaration, GSPD-05-105 (Attachment 2)**, and as applicable, the **Disabled Veteran Business Enterprise Declarations form STD 843 (Attachment 8)**. Bidder shall complete or collect STD 843(s) when the following situations occur:
  - Bidder is DVBE (prime) Contractor.
  - Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

For each certified DVBE subcontractor listed on the Bidder Declaration, GSPD-05-105, the bidder shall submit a copy of the quotes from each DVBE as **Attachment**

**9, titled “Quotes from DVBE Subcontractors.”** as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

3) Additional references: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**B. DVBE Incentive Program**

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in MVC §999 et seq., and 2 CCR §1896.99 et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Tables for IFB (Low Price Method)

**Required 3% Goal**

<b>Verified DVBE Participation</b>	<b>DVBE Incentive Amount</b>
5% or more	5%
4.5% - 4.99%	4%
4.0% - 4.49%	3%
3.5% - 3.99%	2%
3.01% - 3.49%	1%

- 4) When applying the DVBE Incentive, a NSB shall not displace an award to a DGS Certified Small Business.
- 5) Additional information: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
 BID PROPOSAL ATTACHMENT 1**

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. 04A4225	PAGE 1 OF 1
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (Price per Unit of Measure)	TOTAL (Estimated Quantity X Unit Price)
1	250	Linear Foot	Repair Concrete Barrier All Types		
2	600	Square Foot	Repair Soundwall Masonry		
3	75	Square Foot	Repair Soundwall Pre-Cast Concrete Panel		
4	200	Square Foot	Repair Soundwall Wooden Panel		
5	20	Each Gate	Repair Access Gates		
6	80	Hour	Traffic Control		

- (1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.
- (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
- (3) PLEASE DO NOT ALTER, MODIFY OR CHANGE THIS BID PROPOSAL SHEET. ANY ALTERATIONS, MODIFICATIONS OR CHANGES TO THIS BID PROPOSAL SHEET WILL BE GROUNDS TO REJECT THE BID..
- (4) EACH LINE ITEM MUST BE BID. PLEASE DO NOT LEAVE ANY UNIT PRICE COLUMN BLANK OR THE BID WILL BE REJECTED.

TOTAL THIS  
PROPOSAL

--

**ATTACHMENT 2**

State of California—Department of General Services, Procurement Division  
 GSPD-05-105 (EST 8/05)

Solicitation Number \_\_\_\_\_

**BIDDER DECLARATION**

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): \_\_\_\_\_ or None \_\_\_\_ (If "None", go to Item #2)
  - b. Will subcontractors be used for this contract? Yes \_\_\_\_ No \_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.  
 \_\_\_\_\_  
 \_\_\_\_\_
  - c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes \_\_\_\_ No \_\_\_\_  
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**



ATTACHMENT 2

State of California—Department of General Services, Procurement Division  
GSPD-05-105 (EST 8/05) Instructions

**BIDDER DECLARATION Instructions**

**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDCCertification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_ of \_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_ of \_\_\_" accordingly.

**2. (continued) Column Labels**

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDCC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDCC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_ of \_\_\_" accordingly.**

**ATTACHMENT 3**  
**CONTRACTOR CERTIFICATION CLAUSES**

**CCC-307**

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply

### ATTACHMENT 3

with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

#### 4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

### ATTACHMENT 3

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

### **ATTACHMENT 3**

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## ATTACHMENT 5 BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
11(a) Are the vehicles being used for this Agreement subject to DMV/CHP Motor Carrier Permit laws? <input type="checkbox"/> Yes    No <input type="checkbox"/> If yes (If required by law), the lowest responsive responsible bidder must provide evidence, before contract award.		
12. Bidder' Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ".		
Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation?    Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

### Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
<b>10</b>	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
<b>11</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>11a</b>	Bidder has read the required scope of services for this Agreement and is certifying whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws.
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.
<b>16</b>	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to <a href="http://www.pd.dgs.ca.gov/smbus/default.htm">http://www.pd.dgs.ca.gov/smbus/default.htm</a>
<b>17</b>	Check the applicable box. Complete and return GSPD-05-105 with your Bid.



**ATTACHMENT 6**

**Invitation for Bid (04A4225)**

**BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS**

\_\_\_\_\_ acknowledges that State General Prevailing Wage Rates will  
Print Name of Bidder  
apply for the County of Alameda. If awarded this Agreement, I acknowledge it will be my  
responsibility to ensure the payment of appropriate prevailing wages rates to all employees who  
participate on this Agreement throughout the duration of this Agreement.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**ATTACHMENT 7  
Darfur Contracting Act**

**Instructions:** Complete, as applicable, and submit with bid.

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

**OPTION #1 - CERTIFICATION**

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
-------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

**OPTION #2 - CERTIFICATION**

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

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

Company/Vendor Name (Printed)	Federal ID Number
-------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County and State of
---------------	-------------------------------------

**OPTION #3 – WRITTEN PERMISSION FROM DGS**

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

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

Company/Vendor Name (Printed)	Federal ID Number
-------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County and State of
---------------	-------------------------------------

ATTACHMENT 8

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

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

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)

**SECTION 2**

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

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

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

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

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

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

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3**

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

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

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

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

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

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

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

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

**PRINT**

**ATTACHMENT 9**  
**Invitation for Bid No. 04A4225**

**QUOTES FROM SB OR DVBE SUBCONTRACTORS**

Bidder shall attach copies of **SB OR DVBE SUBCONTRACTORS** quotes from any SB or DVBE subcontractors listed in the form GSPD-05-105. Refer to instructions in IFB Section D), Items 1 C and 2 A 2).

**ATTACHMENT 10**  
**Invitation for Bid No. 04A4225**

**REQUIRED ATTACHMENT CHECKLIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to Caltrans. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return the Attachment Checklist with your bid package.**

Do NOT submit the Proposed Form of Agreement, Attachment 12, company advertisements, brochures, informational pamphlets or any other document unless specifically noted in the IFB Requirements and/or as listed below.

<b><u>Attachments</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Bid Proposal, ADM 1412
_____ Attachment 2	Bidders Declaration, GSPD-05-105
_____ Attachment 3	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at <a href="http://www.dgs.ca.gov/ols/home.aspx">http://www.dgs.ca.gov/ols/home.aspx</a> . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 4	Non-Collusion Affidavit for Public Works ( <b>must be notarized</b> )
_____ Attachment 5	Bid/Bidder Certification Sheet
_____ Attachment 6	Bidder's Acknowledgement of Prevailing Wage Requirements
_____ Attachment 7	Darfur Contracting Act
_____ Attachment 8	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
_____ Attachment 9	Quotes from DVBE or SB Subcontractors
_____ Attachment 10	Required Attachment Checklist

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**  
(Revision Date 09/03/09)

**Please read the requirements and instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

**The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation.** A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

**INTRODUCTION.** The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements.** The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

**To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:**

**Commitment to full DVBE participation** - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

**COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department**

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

**Other State and Federal Agencies, and Local Organizations**

- STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).
- FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.
- LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

**DVBE BID INCENTIVE.** Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).



ATTACHMENT 11

**RESOURCES AND INFORMATION**

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

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**U.S. Small Business Administration (SBA):**  
Use the Central Contractor Registration (CCR) on-line database.  
*Internet contact only* –Database: [www.ccr.gov/](http://www.ccr.gov/).

**FOR:**  
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

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**Local Organizations:** Go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

**FOR:**  
List of potential DVBE subcontractors

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**DGS-PD EProcurement**  
Website: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)  
Phone: (916)375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

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**DGS-PD Office of Small Business and DVBE Services (OSDS)**  
707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
OSDS Receptionist, 8 am-5 pm: (916) 375-4940  
PD Receptionist, 8 am-5 pm: (800) 559-5529  
Fax: (916) 375-4950  
Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

**FOR:**

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

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**Commercially Useful Function Definition**

California Code of Regulations, Title 2, § 1896.61(l):

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

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

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

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

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**ATTACHMENT # 12**  
**Public Works (State)**

AGREEMENT NUMBER <b>04A4225</b>
REGISTRATION NUMBER

1 This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Transportation**

CONTRACTOR'S NAME

**TBD**

**Note to Bidders:**

The following 41 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

2 The term of this Agreement is: 08/01/2013 (Proposed) through 07/31/2015

3 The maximum amount of this Agreement is: \$TBD

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

<b>Exhibit A</b> – Scope of Work	23 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	8 Pages
<b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 610)	
<b>Exhibit D</b> - Special Terms and Conditions	4 Pages
<b>Exhibit E</b> – Additional Provisions	4 Pages
<b>Attachment 1</b> - Bid Proposal (To be included at time of award)	1 Page
<b>Attachment 2</b> – Bidder Declaration Form, GSPD-05-105 (To be included at time of award)	1 Page
<b>Attachment 3</b> – Task Orders Sample	1 Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at <http://www.dgs.ca.gov/ols/Home.aspx>.*

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**TBD**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Transportation**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1727 30<sup>th</sup> Street, (MS 65)  
 Sacramento, CA 95816

**California Department of  
 General Services Use Only**

Exempt per:

PCC 10107

PCC 10295 (c) (2)

SCM 10.0

**EXHIBIT A**  
**Public Works (State)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Transportation (Caltrans) on-call repair service for soundwalls as described herein:  
  
 Contractor shall provide, on an on-call, as-needed basis, all labor, tools, materials, equipment, incidentals, and traffic control to repair existing damaged soundwalls (both masonry block and pre-cast concrete panel and wooden panels), access gates, concrete barriers (all types), and soundwalls on concrete barriers. The services shall be performed at various locations throughout Alameda and Contra Costa County.
  
3. This Agreement will commence on the start date **August 1, 2013 (proposed)** as presented herein or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **July 31, 2015 (proposed)**. The services shall be provided during Monday through Friday, except State holidays. Working hours will be up to the discretion between the Contract Manager and Contractor depending on the location of the job. The parties may amend this Agreement as permitted by law.
  
4. Department of Transportation’s Standard Specifications (dated 2010): This Agreement cites specific portions of the Caltrans’s Standard Specifications. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standard Specifications are not applicable to this Agreement. The Standard Specifications can be accessed via the internet at <http://www.dot.ca.gov/hq/esc/oe/>. Any reference to ‘the Engineer’ in the Standard Specifications, will be replaced with ‘the Contract Manager’ for the purposes of this Agreement
  
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation		Contractor: TBD	
Section/Unit:		Section/Unit	
Contract Manager		Project Manager	
Address (Street Address, City, State, Zip Code)		Address (Street Address, City, State, Zip Code)	
Business Phone Number ( )	Facsimile Number ( )	Business Phone Number ( )	Facsimile Number ( )

**EXHIBIT A**  
**Public Works (State)**

**6. DESCRIPTION OF WORK**

- A. Contractor shall provide, on an on-call, as-needed basis, all labor, tools, materials, equipment, incidentals, and traffic control to repair existing damaged soundwalls (both masonry block, pre-cast concrete panel and wood panel), access gates, concrete barriers (all types), and soundwalls on concrete barriers, at various locations in Alameda and Contra Costa County..
- B. Full compensation for all labor, tools, materials, equipment, and incidentals required to perform Caltrans highway right of way repair of existing damaged soundwalls (both masonry block, pre-cast concrete and wood panel), access gates, concrete barriers (all types), and soundwalls on concrete barriers, shall be considered as included in the Agreement price per item as listed on **Attachment 1, Bid Proposal**.
- C. Furnishing and installing work area traffic control devices, and flagging shall be considered in the contract price paid for traffic control per hour. Compensation for traffic control will be paid only when the operation affects a traffic lane. A shoulder closure will not justify separate payment for traffic control, and all necessary signs, cones, equipment and labor will be considered as included in the Agreement unit price.

**7. SPECIFICATIONS**

- A. Contractor shall restore wall and/or barrier to its original design and structure integrity.
- B. Repairs shall be in accordance with the details in conformance with Sections 4, 15-3.01-3.02, 51, 52, 83-2.02D, 90, 95-1, 95-2.03 of the Standard Specifications and these special provisions.
- C. FINISHING - The surface finish of concrete barriers shall be free from surface pits larger than one inch in diameter and shall be given a final soft brush finish with strokes parallel to the line of the barrier.

**EXHIBIT A**  
**Public Works (State)**

- D. REINFORCING BAR - Any damaged reinforcing bar shall be removed and replaced in accordance with the details in conformance with Section 52-1.02B in the Standard Specifications.
- E. BLOCKS WALLS - All block walls shall be repaired in accordance with the details shown on the general soundwall construction plans which shall be included with the task order and shall be in conformance with the Standard Specifications and these special provisions.
- F. BLOCK WALLS COLOR AND TEXTURE - All block walls shall be the same color and texture as the existing wall.
- G. Contractor shall begin repairs within ten (10) working days after being contacted by the Contract Manager or designee through a task order. Work shall be completed within the timeframe specified on the Task Order.
- H. No work shall be started until the Contractor has obtained all needed materials from vendors, fabricators, or suppliers or has made arrangements with vendors, fabricators or suppliers so that all materials can be promptly delivered when needed.
- I. TEMPORARY FENCE- All openings made in the existing walls shall be secured or closed the same working day the opening is made. The area of work is to be secured and under no circumstances left open and unattended. Temporary closures shall be made with (6) six foot chain link fabric.

**8. SPECIAL PROVISIONS**

- A. No move-in/move-out will be paid on equipment. No per diem will be paid. No additional payment will be made for travel time to and from the job site. No additional compensation will be allowed for specialized equipment. (Please refer to Exhibit B, Item 5, Costs Included in Bid Rates).

**EXHIBIT A**  
**Public Works (State)**

- B. Prescribed fire protection measures shall be followed as directed by the Contract Manager for work off the travel-way. No idling in dry grass, welding/ torch cutting protection.
- C. All permits required by local ordinances are to be secured and paid for by the Contractor at no additional costs to Caltrans.

**9. AUTHORITY OF CONTRACT MANAGER**

- A. The Contract Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance. The Contract Manager's decision shall be final and the Contract Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.
- B. If at any time the Contract Manager or designee determines the Contractor's operation to be a problem for environmental or safety reasons, they may shut down the Contractor's operation until the problem is remedied.

**10. SOUND WALL (MASONRY BLOCK)**

- A. Sound wall (masonry block), consisting of a reinforced hollow unit masonry block stem, shall conform to the provisions in Sections 19, "Earthwork", 52, "Reinforcement" Reinforcing bars shall conform to American Society for Testing and Materials (ASTM) Designation: A-706. <http://www.astm.org/>, and 90, "Concrete", of the Standard Specifications and these special provisions.
- B. Sound wall masonry unit stems shall be constructed with joints of portland cement mortar. Wall stems shall be constructed with hand laid block. Wall stems shall not be constructed with pre-assembled panels.
- C. All loose materials existing at the bottom of the hole, after drilling operations have been completed shall be removed to the depth of pile shown on the plans submitted with the task order before placing concrete in the hole.

**EXHIBIT A**  
**Public Works (State)**

- D. Concrete for sound wall footings, pile caps and grade beams, if needed, shall conform to the provisions in of the Standard Specifications.
- E. Reinforcing bars shall conform to American Society for Testing and Materials (ASTM) Designation: A-706 <http://www.astm.org/>
- F. Concrete masonry units shall be hollow, load bearing, conforming to ASTM Designation: C-90, lightweight or medium weight classification. Standard or open end units may be used. Open end units, if used, shall not reduce the spacing of the bar reinforcement as shown on the plans.
- G. The masonry units shall be nominal size and texture and of uniform color. The color and wall pattern shall match the existing or adjacent masonry.
- H. When high strength concrete masonry units with (Strength of Masonry)  $f'_m=2500$  pounds per square inch are shown on the plans, the high strength masonry units shall have a minimum compressive strength of 3750 pounds per square inch based on net area. Each high strength concrete masonry unit shall be identified with a groove embedded in an interior corner. The groove shall extend from a mortar surface for a length of about 2-inches and shall have a depth of about 3/16 inch.
- I. Expansion joint filler shall conform to ASTM Designation: D-1751.
- J. Portland cement mortar shall be colored to match the units. Coloring shall be chemically inert, fade resistant mineral oxide or synthetic type.
- K. Portland cement for wall stems shall conform to Section 90-2.01, "Minor Concrete", of the Standard Specifications.
- L. Hydrated lime shall conform to ASTM Designation: C-207, Type S.
- M. Mortar for laying masonry units shall consist, by volume, of one part portland cement, 0 to 1/2 parts of hydrated lime, and 2 1/4 to 3 parts of mortar sand. Sufficient water shall be added to make a workable mortar. Each batch of mortar

**EXHIBIT A**  
**Public Works (State)**

shall be accurately measured and thoroughly mixed. Mortar shall be freshly mixed as required. Mortar shall not be re-tempered more than one hour after mixing.

- N. Prepackaged mortar materials and mortar containing admixtures may be used when approved in writing by the Contract Manager and meet Standard Specifications in 58-2.02C Mortar.
- O. Aggregate for grout used to fill masonry units shall consist of fine aggregate and coarse aggregate conforming to the provisions in Section 90-2.02 C, "Aggregates", of the Standard Specifications.
- P. At the option of the Contractor, grout for filling masonry units may be proportioned either by volume or weight. Grout shall contain only enough water to cause it to flow and fill the voids without segregation. The maximum amount of free water shall not exceed 0.7 times the weight of the cement for regular strength masonry. The maximum amount of free water shall not exceed 0.6 times the weight of the cement for high strength masonry.
- Q. Grout proportioned by volume for regular strength masonry shall consist of at least one part portland cement and 4.5 parts aggregate. Grout proportioned by volume for high strength masonry shall consist of at least one part portland cement and 3.5 parts aggregate. Aggregate volumes shall be based on a loose, air-dry condition.
- R. Grout proportioned by weight for regular strength masonry shall contain at least 564 pounds of portland cement per cubic yard. Grout proportioned by weight for high strength masonry shall contain at least 658 pounds of portland cement per cubic yard.
- S. Construction of reinforced concrete masonry unit wall stems with portland cement mortar joints shall conform to the following: Standard Specification 58-2.03 B "Mortar Bedding and Jointing".
- T. Concrete masonry unit construction shall be true and plumb in the lateral direction and shall conform to the grade shown on the plans in the longitudinal direction. Bond beam units or recesses for horizontal reinforcement shall be provided.



**EXHIBIT A**  
**Public Works (State)**

- U. Cells to be filled with grout shall be provided with cleanout openings at the bottoms of each grout lift that exceeds five (5) feet in height. After cell inspection, the cleanouts shall be sealed before filling with grout.
- V. Mortar joints shall be approximately 3/8 inch wide. Walls and cross webs forming cells to be filled with grout shall be full bedded in mortar to prevent leakage of grout. All head and bed joints shall be solidly filled with mortar for a distance in from the face of the wall or unit not less than the thickness of the longitudinal face shells. Head joints shall be shoved tight.
- W. Mortared joints around cells to be filled shall be placed so as to preserve the unobstructed vertical continuity of the grout filling. Any overhanging mortar or other obstruction or debris shall be removed from the inside of such cells.
- X. Reinforcement shall be securely held in position at top and bottom with either wire ties or spacing devices and at intervals not exceeding 192 bar diameters. Wire shall be 16-gage or heavier. Wooden, aluminum, or plastic spacing devices shall not be used.
- Y. Splices in vertical reinforcement will be allowed only where shown on the plans that will be included with the Task Order.
- Z. Only those cells containing reinforcement shall be filled solidly with grout. All grout in the cells shall be consolidated at the time of placement by vibrating and re-consolidated after excess moisture has been absorbed but before plasticity is lost. Slicing with a trowel is not acceptable.
- AA. If the total height of grout to be placed exceeds six (6) feet the grout shall be placed in four (4) foot maximum height lifts. The grout placement shall proceed in lifts until the full height of the section is placed. A minimum waiting period between placing of lifts shall be limited to the time required to obtain initial consolidation of grout, but shall be not less than thirty (30) minutes.
- BB. A construction joint is required at the top of the top course to permit placement of the mortar cap. The mix design for the mortar cap shall be as approved by the Contract Manager or designee.
- CC. Construction joints shall be made in grout when the placing of grout in grout filled cells is stopped for more than one hour. The construction joint shall be 1/2 inch below the top of the last course filled with grout.

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DD. Bond beams shall be continuous. The top of unfilled cells under horizontal bond beams shall be covered with metal or plastic lath.

EE. When fresh masonry joins masonry that is partially or totally set, the contact surface shall be cleaned, roughened and lightly wetted.

FF. Surface of the concrete on which the masonry walls are to be placed shall be roughened and cleaned, exposing the stone aggregate, and shall be flushed with water and allowed to dry to a surface dry condition immediately prior to laying the masonry units.

II. Where masonry unit cutting is necessary, all cuts shall be made with a masonry saw to neat and true lines. Masonry units with excessive cracking or chipping of the finished exposed surfaces will not be acceptable.

JJ. Masonry shall be protected as provided for concrete structures in Section 90-1.03C, "Protecting Concrete", of the Standard Specifications and these special provisions.

KK. During erection, all cells shall be kept dry in inclement weather by covering partially completed walls. The covering shall be waterproof fabric, plastic or paper sheeting, or other approved material. Wooden boards and planks are not acceptable as covering materials. The covering shall extend down each side of masonry walls approximately two (2) feet.

LL. Splashes, stains or spots on the exposed faces of the wall shall be removed prior to the completion of the job.

**11. SOUND WALL (PRE-CAST CONCRETE PANEL)**

A. Sound wall (pre-cast concrete), consisting of reinforced concrete panels and supports shall conform to the details shown on the original design plans for the original soundwall, which can be provided by the by the Contract Manager, designee, or included with the Task Order.

B. The Contract Manager or designee shall determine whether damage to precast panel can be patched, or must be replaced. Patching shall be done so that the finish result matches surrounding, existing wall, according to these special provisions and the standard plans

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- C. Concrete for pre-cast panels, posts and concrete backfill shall conform to the provisions in Section 90-2, "Minor Concrete", of the Standard Specifications. Concrete backfill shall be crowned at the top to shed water.
- D. All loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed to the depth of pile or post.
- E. The pre-cast concrete panels shall be cured in accordance with the requirements in Section 90-4.03 "Pre-cast Concrete Construction", of the Standard Specifications or, at the option of the Contractor, the pre-cast concrete panels may be cured with a curing compound that conforms to the requirements of ASTM Designation: C-309 Type 1.
- F. The sound wall or portions of the sound wall, as shown on the plans to be painted, shall be prepared and painted in accordance with the provisions in Section 59-6, "Painting Concrete", of the Standard Specifications. The finished sound wall shall have a color and texture that matches the remainder of the wall.
- G. Panels shall be full height without horizontal construction joints in the completed work. Panels shall be structurally monolithic and each surface finish shall be of uniform color and texture.
- H. The cast side (down) of the pre-cast panels shall be formed using a formliner with a texture of a nominal four (4) inches by sixteen (16) inches slump stone block. The formliner shall be installed so that no form joints show in the finished surface.
- I. The work side (top) shall be troweled, lightly textured and stamped with a pattern duplicating the slumpstone block of the cast side. The grooves depicting the mortar joints shall be true and straight and of the same width and depth of the cast side.
- J. The cast side (down) of the precast panels shall be formed using a formliner with vertical grooves 1 1/2 inches to two (2) inches on center and 1/2 inch deep. The grooves shall simulate either bar reinforcing steel or rope. The formliner shall be installed so that no form joints show in the finished surface.

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- K. The work side (top) shall be steel troweled and stamped with the same pattern and groove configuration as the cast side. The concrete surface shall be stamped thirty (30) to forty (40) minutes after the concrete is placed.
  
- L. The cast side (down) of the pre-cast panels shall be formed with inserts attached to the casting bed forming horizontal grooves or patterns as shown on the plans. The inserts shall be V-shaped, sides sloped at one to one and secured so that the grooves are straight and true. The grooves shall be 1/2 inch deep when the panel is grooved both sides and one inch deep when grooved on one side only.
  
- M. The work side (top) shall be steel troweled and stamped with the same pattern and groove configuration as the cast side when the panel is grooved both sides.
  
- N. The cast side (down) of the pre-cast panels shall be exposed aggregate. The surface of the casting bed shall be treated with a concrete surface retarder. The depth of the retarded set concrete surface shall be approximately 3/16 inch. The retarder shall be applied in accordance with the manufacturer's recommendations. The surface aggregate shall be uniformly exposed by water blasting, brushing or sand blasting.
  
- O. The work side (top) shall be exposed aggregate. The aggregate on the surface shall be uniformly exposed approximately 3/16-inch in depth by water blasting.
  
- P. The cast side (down) of the pre-cast panels shall be exposed aggregate. The surface of the casting bed shall be covered with 1/4 inch of fine sand. A rock aggregate comprised of one inch material to matching existing wall, shall be pushed into the sand close together to obtain the densest coverage possible. After all aggregate is in place it shall be sprayed with a fine spray of water. Approximately one-third to one-half of each aggregate shall be embedded. Care shall be taken in placing the reinforcing steel and the concrete in order not to dislodge any of the aggregate.
  
- Q. The work side (top) shall be exposed aggregate. After the concrete has been screed and floated, the one inch aggregate material to matching existing wall shall be evenly distributed so that the entire surface is completely covered with a single layer. The aggregate shall be embedded with a float. After embedding, the surface shall be hand floated. The aggregate shall be exposed as soon as the grout can be

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removed without dislodging the aggregate. The exposed aggregate shall be cleaned of all laitance and other foreign material.

- R. Contractor may construct a panel 3 feet by 3 feet as a test panel, demonstrating the construction procedure that will be used to obtain the final finish and color that complies with the plans and specifications, as determined by the Contract Manager.

**12. SOUNDWALLS (WOOD PANEL)**

- A. Wood Panel Walls shall be constructed in accordance with the requirements of Standard Specifications 57-2. Contractor will provide pressure treated posts reinstalled to original depth, exterior grade plywood, paint and materials to match original design plans provided by the Contract Manager, designee or Task Order.
- B. Underground service Alert (USA) shall be contacted prior to breaking ground for repairs.
- C. This work shall be considered as included in the contract price per item and no addition compensation will be made.

**13. CONCRETE BARRIER**

- A. Concrete Barrier and any damaged portions shall be replaced in kind per Task Order.
- B. Contractor to remove all exposed rebar. Drill and epoxy for replacement of new rebar connections to existing remaining barrier prior to pouring new concrete.
- C. 5000 PSI Portland Cement Concrete shall be used. Quick setting concrete additives are recommended when traffic control hours are limited in order to open lanes to traffic.

**14. ACCESS GATES**

- A. Access gates shall conform to the details shown on the original design plans provided by the Contract Manager or with the Task Order and the Standard Specifications 58-2.02H.

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- B. The location of knots of adjoining boards shall be staggered. The construction of the gate shall be with the tongue placed in the up position. The tongue of the top board and the groove of the bottom board shall be removed.
- C. The one inch round ladder rungs with non-skid surface shall consist of No. 8 preformed, diamond pattern, reinforced steel bar of commercial quality grade.
- D. Timber surfaces of the access gates shall be primed and then stained with 2 coats of stain to match the adjacent sound wall
- E. Material from excavation may be used for backfill outside of the pipe landings. Aggregate filling inside the pipe landings shall be a coarse concrete aggregate of commercial quality. Compacting of the aggregate will not be required.

**15. SOUND CONTROL REQUIREMENTS**

- A. Sound control shall conform to Section 14-8 "Noise and Vibration" of the Standard Specifications and these special provisions.
- B. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

**16. AIR POLLUTION CONTROL**

Contractor shall conform to 14-9 "Air Quality" of the Standard Specifications.

**17. WATER POLLUTION**

- A. Contractor shall follow Standard Specifications, 13-"Water Pollution Control" .Care shall be exercised to preserve roadside vegetation beyond the limits of the work.
- B. Nothing in the terms of this Agreement nor in these special provisions shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

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**18. SAFETY AND HEALTH PROVISIONS**

- A. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.
  
- B. All working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders. This is to be included within the unit bid price, no additional costs will be paid by Caltrans to the Contractor. The Contractor shall provide all safety equipment, materials and training as required.

**19. PUBLIC CONVENIENCE**

- A. Contractor shall refer to 7-1.03 "Public Convenience" of the Standard Specifications.
  
- B. Contractor conducts its operations as to offer the least possible obstruction and inconvenience to the public.
  
- C. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
  
- D. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.
  
- E. Work shall be conducted in such a manner as to cause as little inconvenience as possible to near-by property owners.
  
- F. Contractor cannot obstruct access to driveways, houses, and approaches to crossings or intersecting Highways.

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**20. PUBLIC SAFETY**

- A. It is the Contractor's responsibility to provide for the safety of traffic and the public when working under this contract. Attention is directed to Standard Specifications 7-1.04 "Public Safety" , for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with Contractor's operations
- B. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls, [Refer to the California MUTCD Part 6.:](#)

<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/index.htm>

Signs or other protective devices furnished and erected by the Contractor at Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by the Contractor at Contractor's expense shall be approved by the Contract Manager or designee as to size, wording and location.

**21. PRESERVATION OF PROPERTY**

- A. Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, in kind, at the Contractor's sole expense.
- B. Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees), in vicinity of project during all work activities.
- C. It shall be the Contractor's responsibility to ascertain the location of overhead and underground improvements, utilize Underground Service Alert (USA) for facilities which may be subject to damage by Contractor's operations.



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**22. CHARACTER OF WORKPERSONS**

- A. If any subcontractor or person employed by the Contractor shall appear to the Contract Manager or designee to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Contract Manager or designee and such person shall not again be employed during the terms of this Agreement.
  
- B. Neither Caltrans nor the Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of such permission.

**23. ALTERNATIVE METHODS**

When more than one specified method of construction or specified type of material or construction equipment may be used to perform portions of the work and the selection of the method of construction or the type of material or equipment to be used will be decided by the Contractor, it is understood that Caltrans shall not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered.

**24. REMOVAL OF REJECTED AND UNAUTHORIZED WORK**

All work which has been rejected, unauthorized, or is above and beyond the Scope of Work shall be remedied by the Contractor and no additional compensation will be allowed.

**25. DISPOSAL OF MATERIAL**

- A. Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the Agreements unit price to be paid and no additional compensation will be allowed.
  
- B. Disposal of materials should be done in a legal manner and at a licensed disposal site.

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**26. TEMPORARY SUSPENSION OF WORK**

- A. Contract Manager shall have the authority to suspend the work, for such period as Contract Manager may deem necessary, due to unsuitable weather, workmanship, public outcry or due to other conditions that are not in the best interest of the Caltrans.
  
- B. In the event that a suspension of work is ordered the Contractor shall provide a safe, smooth, and unobstructed passageway through the work area for use by the public.

**27. FINAL CLEANING UP and ACCEPTANCE OF WORK**

Before final inspection of work site, the Contractor shall clean the highway, material sites, and all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment prior to acceptance of work and final invoicing. All parts of the work shall be left in a neat and presentable condition.

**28. CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS**

The finished product is subject to the inspection and acceptance by the Contract Manager. Any work that needs to be corrected shall be done at the Contractors expense.

**29. REMOVAL OF REJECTED AND UNAUTHORIZED WORK**

All work which has been rejected unauthorized or is above and beyond the Scope of Work shall be remedied by the Contractor and no additional compensation will be allowed.

**30. GENERAL MAINTAINING TRAFFIC**

A. Traffic Control

- 1) Contractor shall provide their own traffic control using a traffic control company or subcontractor, licensed with the California State License Board, **C-31 (Construction Zone Traffic Control Contractor)**

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- 2) Personal vehicles of the Contractor's employees or subcontractors must not be parked on the traveled way or shoulders, including any section closed to public traffic.
- B. Attention is directed to the Manual of Traffic Controls published by the State of California Department of Transportation. [Refer to the California MUTCD Part 6.](#) Nothing in this section is to be construed as to reduce the minimum standards in said manual.
- C. Whenever vehicles or equipment are parked on the shoulder within 1.8 m (6 ft.) of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m (25 ft.) intervals to a point not less than 7.5 m (25 ft.) past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Contract Manager.
- D. A C24 (SHOULDER WORK AHEAD) sign mounted on a portable sign stand with flags, for each direction of traffic which may be affected by the operation, shall be required whenever the Contractor is doing any work adjacent to the roadway. The sign(s) shall be placed where directed by the Contract Manager.
- E. In addition to the provisions set forth in Section 7-1.04 "Public Safety", elsewhere in these special provisions, whenever work to be performed on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within 1.8 m (6 ft.) of the adjacent traffic lane, the adjacent traffic lane shall be closed.
- F. Work that requires lane or ramp closures shall require notification of the Contract Manager one week prior to commencing work to arrange for proper notifications of traffic control at specific locations. Specifics will be coordinated or designated by the Contract Manager or designee. Normal work requires daily notification of the specific work locations planned.
- G. Time restrictions for lane or ramp closures will be provided when each Task Order is issued.

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- H. No two consecutive on-ramps or two consecutive off ramps in the same direction of travel shall be closed concurrently.
- I. Advanced special message signs shall be placed five (5) days in advance of the ramp closure. The Contractor shall notify the Contract Manager not less than seven (7) calendar days prior to installing the advance ramp closure warning signs.
- J. The number of lanes to be closed shall be approved by the Contract Manager.
- K. On multi-lane roadways, a minimum of one paved traffic lane, not less than 3.6 m (12 ft) wide, shall be open for use by public traffic in each direction of travel.
- L. On 2-lane, two-way roadways, a minimum of one paved traffic lane, not less than 3 m (10 ft) wide, shall be open for use by public traffic. When contract operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.
- M. On 2-lane, two-way roadways, no work that interferes with public traffic shall be performed neither between 5:00 a.m. and 9:00 a.m. nor between 3:00 p.m. and 8:00 p.m. except work required under Sections 7-1.08 and 7-1.09.
- N. On all roadways, except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when this agreement's operations are not actively in progress.

**31. TRAFFIC CONTROL SYSTEMS FOR LANE AND RAMP**

- A. A traffic control system shall consist of closing traffic lanes, ramps and signage in accordance with the details shown on the Standard Plans T10, T14 and the provisions of Section 12- Temporary Traffic Control.

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- B. All traffic cones used for night lane closures shall have reflective cone sleeves.
- C. The provisions in this Section will not relieve the Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.
- D. Each vehicle used to place, maintain and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.
- E. If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.
- F. When lane and ramp closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Contract Manager, within the limits of the highway right of way.
- G. The Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for this agreement's operations.
- H. No lane obstruction/traffic control will be allowed when the pavement is wet or when atmospheric visibility is less than 800 m (1/2 mile).
- I. At any time a lane is closed for the work outlined in this agreement's operations and it becomes necessary to clear the lane for public traffic for any reason, as determined by the Contract Manager, the Contractor shall immediately, upon

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notice from the Contract Manager, stop operations and commence clearing the lane.

- J. If the Contractor is ordered to clear a lane in accordance with these provisions or the Contractor is unable to begin work at the scheduled time, the Contractor will be compensated for the cost of this interruption to the Contractor's work as follows:
- 1) The Contractor will be granted an extension of time to commensurate with the delay in accordance with the provisions of Section 8-1.10, "Liquidated Damages", of the Standard Specifications.
  - 2) The Contractor will be compensated for the traffic control costs for the actual working time during which such delay condition exists, but in no case will exceed 8 hours in any one day.
  - 3) Full compensation for providing the traffic control system shown on the plans (including signs and flagging) shall be considered as included in the contract price for traffic control per hour. Compensation for traffic control will be paid only when the operation affects a traffic lane. A shoulder closure will not justify separate payment for traffic control, and all necessary signs, cones, equipment and labor will be considered as included in the bid unit price.

**32. PORTABLE CHANGEABLE MESSAGE SIGN**

- A. Contractor shall furnish and maintain one portable changeable message sign during any lane closure operations, as directed by the Contract Manager, to be placed at the location specified by the Contract Manager during this agreement's operations. During the progress of work the Contractor may be required to relocate the portable changeable message sign as directed by the Contract Manager.
- B. Full compensation for providing, maintaining and moving the portable changeable message sign shall be included in the contract unit price bid and no other additional compensation will be allowed.

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**33. GENERAL - WORK AREA TRAFFIC CONTROL DEVICES**

- A. All traffic-handling equipment and devices, and any flagging used in carrying out the terms of this Agreement will meet the requirements set forth in Section 12 of the Standard Specifications, with the exception that Section 12-1.03 'Flagging Costs" shall not apply.
- B. Furnishing and installing work area traffic control devices, and flagging shall be considered as a component of the contract unit price and no separate or additional compensation will be allowed. Long Term Closures may be manned by State Forces if deemed necessary by the Contract Manager or designee.

**34. CONSTRUCTION AREA SIGNS**

- A. Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12-Temporary Traffic Control of the Standard Specifications.
- B. The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the worksite operations, relating to this agreement's operations. Such signs are shown in or referred to in the current Manual of Traffic Controls.

**35. PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

- A. Caltrans maintains a trade name list of approved prequalified and tested signing, delineation materials and products.
- B. Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

MATERIALS and PRODUCTS

- 1) Temporary pavement markers
- 2) Striping and pavement marking tape

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- 3) Pavement markers, reflective and non-reflective
- 4) Flexible Class 1 delineators and channelizers
- 5) Railing and barrier delineators
- 6) Sign sheeting and base materials
- 7) Reflective sheeting for barricades
- 8) Reflective sheeting for channelizers
- 9) Reflective sheeting for markers and delineators
- 10) Reflective sheeting for traffic cone sleeves
- 11) Reflective sheeting for barrels and drums

C. None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on Caltrans's List of Approved Traffic Products

D. Materials and products will be considered for addition to said approved pre-qualified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test Caltrans may elect to perform.

E. A list of the approved pre-qualified and tested signing and delineation materials and products may be obtained from the Contract Manager or designee.

**36. TASK ORDER**

A. Specific work shall be requested by Task Orders (Attachment 4), which must list the following:

Date of Request	Requesters Name
Date Service Required	Contract Manager's Approval
Contract Number	Unit Number
Location Service Needed (Co./Rte/P.M.)	Estimated Number of Square Feet of



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Traffic Control Required and Restrictions	Soundwall to Repair & Type
Estimated Access Gates to Repair	Estimated Number of Linear Feet of
Applicable Soundwall Plans if Required	Concrete Barrier to Repair & Type

- B. Maximum term per task order shall not exceed 60 working days (NO EXCEPTIONS).**
- C. The working days for each Task Order issued, shall be specified as the period of performance stated on each Task Order.
- D. Non-material changes may be listed in Task Orders at the direction of the Contract Manager.

**EXHIBIT B**  
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**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For task orders satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with Bid Proposal, Attachment 1, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
  - 1. Agreement Number
  - 2. Dates of Service
  - 3. Location of Service
  - 4. Task Order Number
  - 5. Description of On-Call or Task Order
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation  
Office/Unit Name, MS Number  
Attention: Contract Manager's Name  
Street Address/P.O. Box  
City, CA Zip Code
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the

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Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the California State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D, 2. B. Termination.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, GC, Section 927.

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the maximum.

**5. Costs Included in Bid Rates**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

**6. Cost Principles**

- A. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowable individual items of cost.

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- B. The Contractor also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under Title 48 CFR, Part 31 *et seq.*, or Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

**7. Payroll Records**

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by its Subcontractors.
  - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code (LC) and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a) The information contained in the payroll record is true and correct.
    - b) The employer has complied with the requirements of LABOR CODE Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
  - 2) The payroll records enumerated under paragraph (1) above shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at the Contractor's principal office. Certified payrolls shall be made available as follows:
    - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls

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**Public Works - State**

submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.

- c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
  - 3) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
  - 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  - 5) The Contractor shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  - 6) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, it shall, as a penalty to Caltrans, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said LABOR CODE Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that

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the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**8. Penalty**

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code (LC) Sections 1774 and 1775. In accordance with said LABOR CODE Section 1775, the Contractor shall forfeit, as a penalty to Caltrans, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by him or her, or by any Subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.

**EXHIBIT B**  
**Public Works - State**

- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
  - 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to LABOR CODE Section 1813.
- D. Pursuant to LABOR CODE Section 1775, Caltrans shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**9. State General Prevailing Wage Rates**

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures

**EXHIBIT B**  
**Public Works - State**

provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

- B. Pursuant to LABOR CODE Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
  - 1) More than \$25,000 for public works construction or,
  - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**10. State Prevailing Wage Rate Determinations**

- a. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:  
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from Caltrans District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to Caltrans Regional or District Labor Compliance Office. A list of local Labor Compliance Offices can be located at the following web address:  
<http://www.dot.ca.gov/hq/construc/LaborCompliance/contactaddress.pdf>

**11. Hours of Labor**

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to Caltrans, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code (LC), and in particular LABOR CODE Sections 1810 to 1815 thereof, inclusive, except that work performed



**EXHIBIT B**  
**Public Works - State**

by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**12. Employment of Apprentices**

- A. Where either the prime contract the subcontract exceeds \$30,000, the Contractor and any Subcontractors under him or her shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The prime Contractor is responsible for all Subcontractors' compliance with these requirements Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

**EXHIBIT D**  
**Public Works - State**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Caltrans Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

**2. Termination**

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- C. Caltrans may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the Caltrans's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

**3. Retention of Records/Audits**

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Contractor, Subcontractors, and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in

**EXHIBIT D**  
**Public Works - State**

whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**4. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from Caltrans obligation to make payments to the Contractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for Subcontractors listed on the Bidder Declaration, GSPD-05-105, Attachment 2.
- C. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Section 4100 *et seq.*, and must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

**5. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)**

Caltrans has established no goals for the DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

**6. Laws to be Observed**

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the

**EXHIBIT D**  
**Public Works - State**

Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

**7. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**8. Equipment Indemnification**

- A. The Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**9. Force Majeure**

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

**10. Employment of Undocumented Workers**

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**EXHIBIT D**  
**Public Works - State**

**11. Bonds (Task Order)**

Prior to commencement of work under this Task Order, the Contractor shall submit a Payment Bond for 100% of the Task Order, if the Task Order is over \$25,000. The Payment Bond is due prior to the start date of the Task Order. No work may commence without receipt of a valid Payment Bond as noted herein.

**EXHIBIT E**  
**Public Works - State**

**ADDITIONAL PROVISIONS**

**1. General Provisions Required in all Insurance Policies**

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 04A4225.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website:  
<http://www.dgs.ca.gov/orim/home.aspx>
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

**2. Insurance Requirements**

- A. Commercial General Liability
  - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury

**EXHIBIT E**  
**Public Works - State**

and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement 04A4225.

- 2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

**B. Automobile Liability**

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**C. Workers' Compensation and Employer's Liability**

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans' Contract Manager.

**3. Licenses and Permits**

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess one of the following licenses:

- Class A (General Engineering) license
- Class B (General Building) license
- C-12 (Earthwork and Paving) license
- C-29 (Masonry) license
- D-6 (Concrete Related Services) license

For any traffic control, a C-31 (Traffic license is required in combination with one of any of the licenses above or may be subcontracted out in order to meet this requirement).

**EXHIBIT E**  
**Public Works - State**

- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered, however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must provide a current copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing with their State to Caltrans.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

**4. Licensed Contractor Standards for Quality of Work**

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action by the CSLB once Caltrans has notified the license board of all violations:
  - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice Caltrans, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
  - 2) The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
  - 3) Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that it shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.



**EXHIBIT E**  
**Public Works - State**

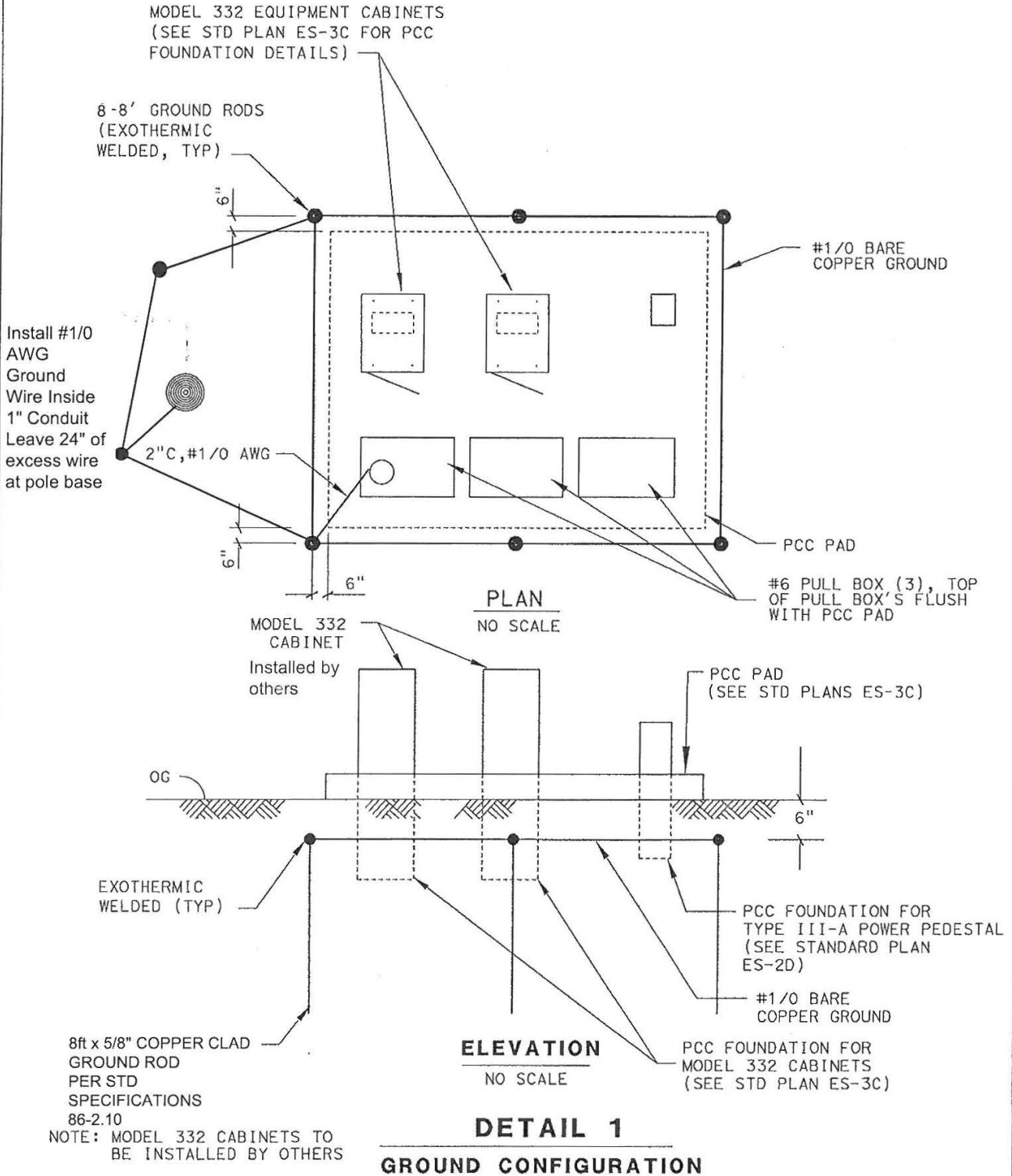
**5. Debarment and Suspension Certification**

- A. The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - 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 three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

**6. Interfacing with Pedestrian Vehicular Traffic**

Pursuant to the authority contained in the Vehicle Code (VC), Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in the Vehicular Code, Divisions 11, 12, 13, 14 and 15. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

02A1283 Roadside Repeater  
DETAIL 1 - Layout 1

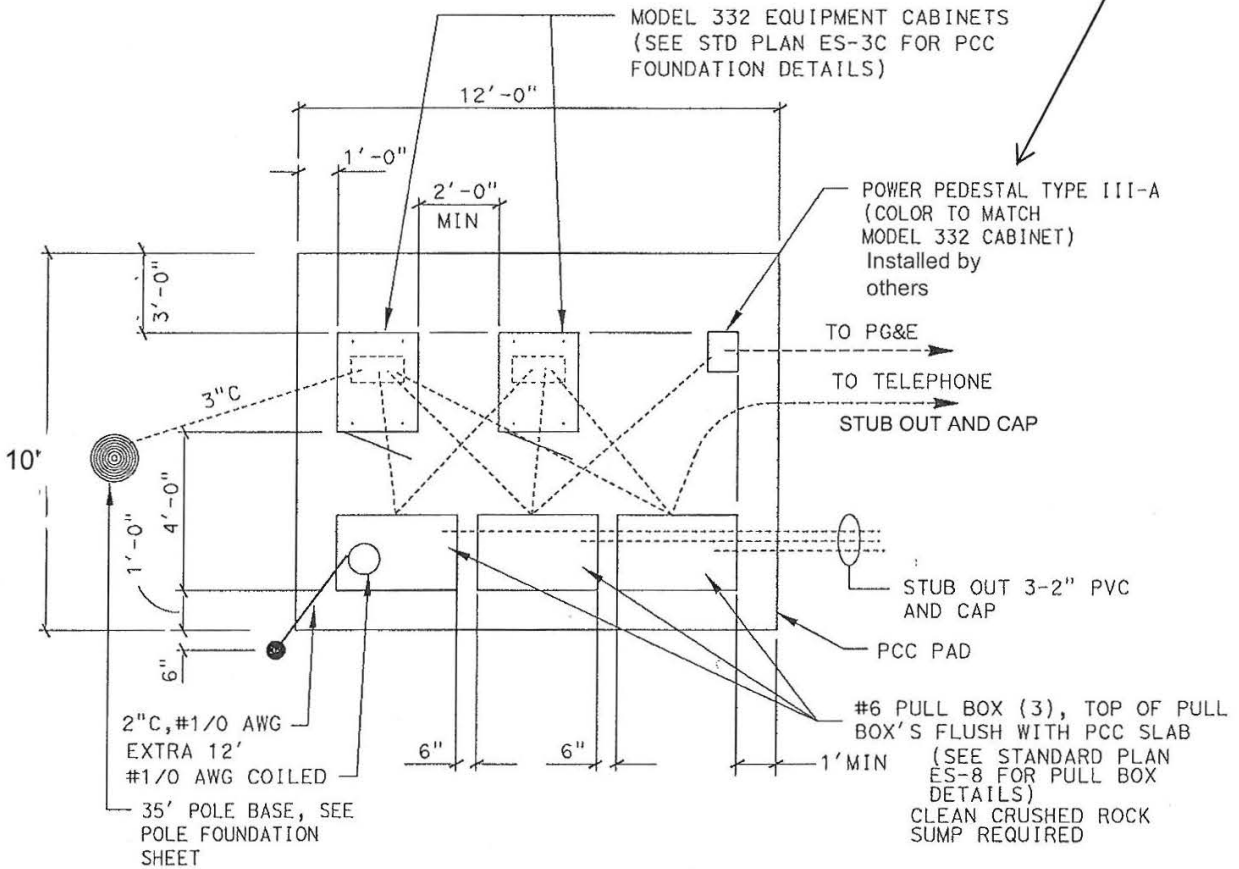


02A1283 Roadside Repeater  
DETAIL 2 -Layout 2

Notes:

- 1) All conduit are 2 inch PVC unless otherwise specified
- 2) All cabinets will be installed by others
- 3) #6 Pull box tops shall be marked "CALTRANS"

Power Pedestal foundation, conduit, and ground rod included at Location 5 only.



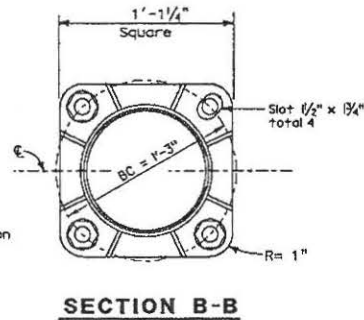
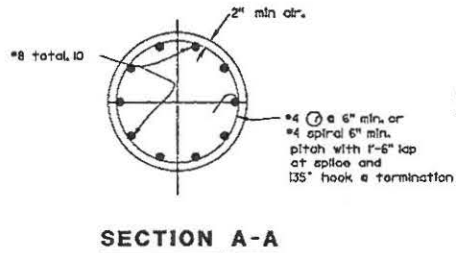
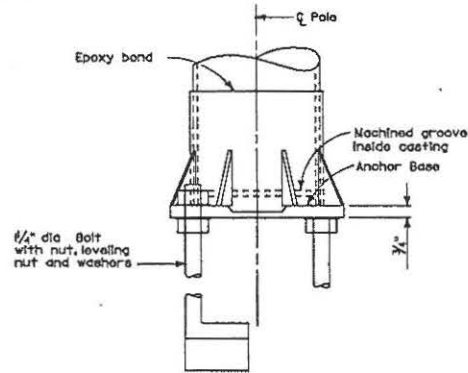
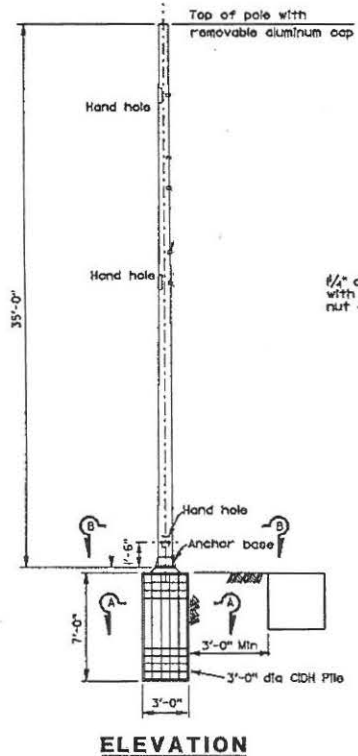
**PLAN**

NO SCALE

**DETAIL 2**  
**FOUNDATION DETAILS**

NOTE: MODEL 332 CABINETS TO BE INSTALLED BY OTHERS

Fiberglass Pole Type	Pole Data				Anchor Base			
	"A" Height (Ft)	Min. O.D. (in)		Thick-ness (in)	Weight (Lbs)	Thickness "A" (in)	Anchor Bolts	
		Base	Top				Size	Bolt Circle
35 F	35'	1 1/4	6 7/8	.3310	282	3/4	1 1/4"x3'-0"x6"	1'-3"



02A1283 Radio Relay  
DETAIL 3  
CIDH and Antenna Detail

GENERAL NOTES:

Specifications

Design: AASHTO specifications for the design and construction of structural supports for highway signs, dated 2001.

Construction: Standard specifications and the special provisions.

Wind Loading: 85 mph AASHTO

Notes:

1. The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.
2. During pole erection, the post shall be raked as necessary with the use of leveling nuts to provide a plumb pole.
3. For locations, see "Electrical Plans."
4. All connections to fiberglass pole to be epoxy bond except when noted otherwise.
5. Contractor will obtain anchor bolt template from Resident Engineer.

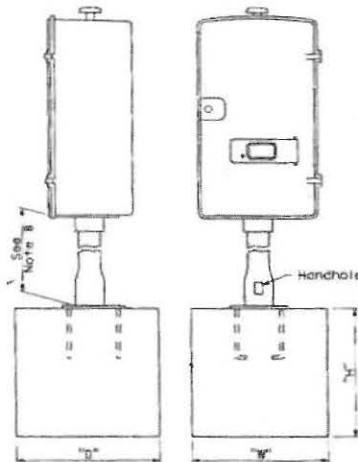
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DETAIL 4- FOUNDATION DETAILS

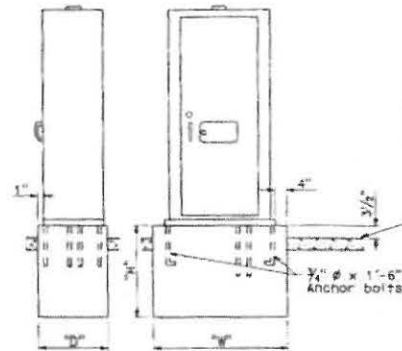
NOTES - CONTROLLER CABINETS:

1. Cabinet dimensions are nominal.
2. Foundations shall be located to provide 2'-0" minimum clearance between face of curb and any portion of cabinet.
3. Type G, M, P, R, S and Model 336 cabinets shall be installed with the back toward the nearest lane of traffic.
4. The controller cabinet ground bus shall be bonded to the controller equipment enclosure.
5. In unpaved areas, a raised portland cement concrete pad shall be constructed in front of each controller cabinet. Pad shall be 3'-0" x 3'-0" x 4" for Type G cabinets and shall be 3'-0" x 4" thick x width of foundation for Types M, P, R, S and Model 336 cabinets.
6. In unpaved areas, the top of foundation for Type G, P, R and S cabinets shall be 6" above surrounding grade. Top of foundation for Type M or Model 336 cabinet shall be 1'-6" above surrounding grade.
7. In sidewalks and other paved areas, top of foundation for Type G cabinet shall be level with surrounding grade. Top of foundation for Type P, R and S cabinets shall be 3/2" above surrounding grade.
8. The steel pedestal, base plate, bolt circle and foundation for Type G cabinet shall be the same as that shown for a Type 1-C Standard. Pedestal shall be 2'-1" to 2'-6" in length. Anchor bolts shall be 3/4"  $\phi$  x 1'-6" with a 2" - 90° bend. Four bolts required per cabinet.
9. Type G cabinet shall be provided with a slipfitter to permit mounting an 4 1/2" outside diameter pedestal. Slipfitter shall be bolted to bottom of the cabinet.
10. Type G cabinet shall be provided with 8 screened, raintight holes, 1/2" diameter or larger, in the bottom of the cabinet.
11. A 1" drain shall be provided through the foundation of a Type M or Model 336 cabinet. Drain pipe shall be screened.
12. See Table for cabinet and foundation dimensions; "D" = Depth, "H" = Height and "W" = Width.
13. Cabinet shelves shall be adjustable for vertical spacing and shall be removable. Type M, P, R and S cabinets shall be provided with a minimum of two shelves.
14. Anchor bolts for Type M, P, R, S and Model 336 cabinets shall be 3/4"  $\phi$  x 1'-6" with a 2" - 90° bend.
15. An approved mastic or caulking compound shall be placed on the foundation prior to placing the cabinet to seal openings between bottom of cabinet and foundation.
16. Controller units, plug-mounted equipment, shelf-mounted equipment and wall-mounted equipment shall be located to permit safe and easy removal or replacement without removing any other piece of equipment.
17. Cabinet fan may be installed at an alternate location near the top of the cabinet when approved by the Engineer.
18. Where telephone interconnect is required, a minimum of 5" clear vertical space shall be provided inside the cabinet for the equipment.
19. Telephone interconnect conductors shall be enclosed in a 3/4" or larger conduit through the foundation. Type 4 conduit shall be used to separate telephone and power conductors in cabinets and pedestals.
20. For Model 332, 334 and 336 cabinet details, see "Traffic signal controller equipment specifications".

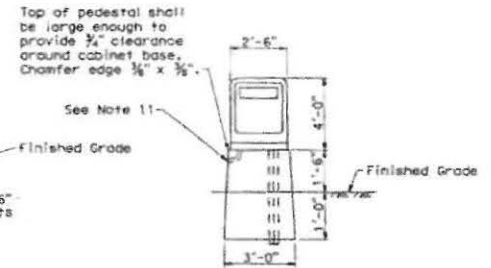
Note: Cabinets will be set by others.



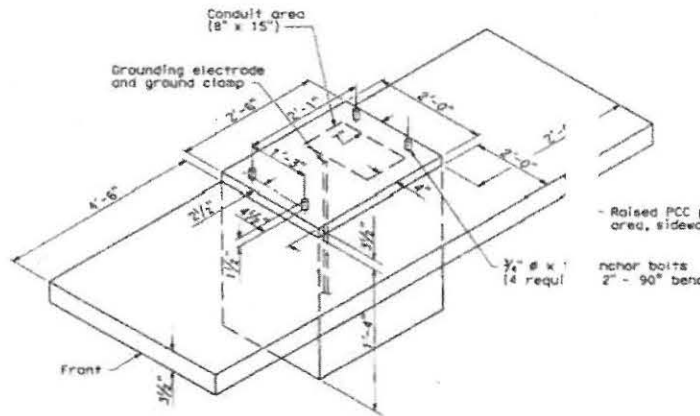
FOUNDATION FOR  
TYPE G CABINET



FOUNDATION FOR  
TYPE P, R AND S CABINETS



PEDESTAL FOUNDATION  
FOR TYPE M OR  
MODEL 336 CABINET



FOUNDATION DETAILS  
For Model 332 and 334 cabinets

CABINET TYPE MODEL	H	W	D
G	3'-0"	2'-0"	2'-0"
M 336	2'-6"	3'-0"	1'-10"
P	1'-6"	4'-2"	2'-6"
R	1'-6"	4'-2"	2'-6"
S	1'-6"	4'-2"	2'-6"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(CONTROLLER CABINET  
DETAILS)**

NO SCALE

ES-3C