

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		1
Invitation for Bid		11
Bid Proposal, ADM 1412	1	4
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
Bidder's Bond	8	1
Disabled Veteran Business Enterprise Declarations form STD 843	9	1
Copies of quotes from SB or DVBE subcontractors listed in form GSPD-05-105 (Attachment 2)	10	1
Attachment Checklist	11	1
California Disabled Veteran Business Enterprise (DVBE) Program Requirements- NOT for Good and Information Technology	12	4
Proposed Form of Agreement, STD 213	13	37

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	Agreement No. 03A2119 Bid Due Date: 06/04/13 Bid Due Time: 2:15 PM Bid Opening: 3:00 PM Attention: Karen Mendoza	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; vertical-align: middle;">Postage</div>
	<p>Department of Transportation Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006</p>	
BID SUBMITTAL DO NOT OPEN		

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-0774 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

May 6, 2013

**INVITATION FOR BID (IFB)
IFB # 03A2119
Notice to Prospective Contractors**

You are invited to review and respond to this IFB # **03A2119**, entitled, **Asphalt Concrete Grinder Dig-Out and Paving Services**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specifically 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, 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, 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 13**, Proposed form of Agreement for requirement details.

The designated contact person for this IFB is:

Geraldine Wright
Department of Transportation
(916) 227-5781/ 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 1, Time Schedule** for more details.

Sincerely,

Geraldine Wright
Acquisition Analyst

Table of Contents

SECTION	PAGE
A) Purpose and Description of Service	1
B) Bidder Minimum Qualifications	1
C) Bid Requirements and Information	1
1. Time Schedule	1
2. Questions and Answers	2
3. Costs Included in Bid Rates	2
4. Employment of Undocumented Workers	2
5. Small Business Preference	2
6. State Prevailing Wages	2
7. Motor Carrier Permit	3
8. Contractor License	3
9. Subcontractor	3
10. Non-Collusion Affidavit for Public Works	4
11. Bonds	4
12. Insurance	4
13. Darfur Contracting Act	4
14. Bid Submittal	5
15. Evaluation and Selection	7
16. Award and Protest	7
17. Standard Conditions of Service	8
D) Special Programs	9
1. Small Business Preference	10
2. Disabled Veteran Business Enterprise (DVBE) Programs	10
Attachments	
1. Bid Proposal, ADM 1412	
2. Bidder Declaration, GSPD 05-105	
3. Contractor Certification Clauses, CCC 307	
4. Non-Collusion Affidavit for Public Works	
5. Bid/Bidder Certification Sheet	
6. Bidder's Acknowledgement Of Prevailing Wage Requirements	
7. Darfur Contracting Act	
8. Bidder's Bond	
9. Disabled Veteran Business Enterprise Declarations, STD 843	
10. Quotes from SB or DVBE Subcontractors	
11. Required Attachment Check List	
12. California Disabled Veteran Business Enterprise (DVBE) Program	
13. Sample Standard Agreement, STD 213:	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	

Exhibit D, Special Terms and Conditions

Exhibit E, Additional Provisions

A) Purpose and Description of Services

Contractor shall supply all equipment, labor, materials, and traffic control services on an on-call, as needed basis for Grinder Dig-Out and Paving services in Sacramento, Yolo and Placer counties. The majority of the work will be done at night. The Contractor shall be responsible for the proper disposal of all materials associated with this project, i.e., asphalt grindings. The Contractor will comply with all the National Pollutant Discharge Elimination System (NPDES), State and local Water Boards, and Caltrans laws, policies, and regulations in prevention, containment and recovery of all discharges at the work site.

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 13** for a more complete description of services.

B) 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 13**. This requirement has also been added in the Proposed Form of Agreement, Exhibit E, **Attachment 13**. Refer to Section C, Bid Requirements and Information, Paragraph 8, Contractor License, for submittal requirements

The Bidder shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A (General Engineering Contractor) or C12 (Earthwork and Paving Contractor) and a C-31 (Construction Zone Traffic Control)** license issued by the California Contractors State License Board (CSLB), for the type of work to be performed. If the Contractor subcontracts out the traffic control portion of this agreement; the subcontractor shall possess a **C-31 (Construction Zone Traffic Control Contractor)** license.

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	05/06/13	
Written Question Submittal	05/20/13	
Final Date and Time for Bid Submission	06/04/13	2:15 PM
Bid Opening	06/04/13	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 by **05/20/13**.
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 03A2119. Questions must be sent to the following :

MAIL OR FAX TO:

Department of Transportation
Division of Procurement and Contracts
Attention: Geraldine Wright
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 contract, 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(ies) of **Sacramento, Yolo and Placer** as described in the attached Proposed Form of Agreement (**Attachment 13**). The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <http://www.dir.ca.gov> or from the District or Region Labor Compliance Officer **Attachment 4** (to be included at time of award). It is

the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

7. Motor Carrier Permit

- A. If required by law, the lowest responsive responsible bidder must provide evidence, before contract award at a date specified by Caltrans, that it possesses and maintains in good standing a Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). Caltrans will verify that the bidder has met this requirement prior to contract award and may check periodically throughout the term of the contract to ensure that the bidder's MCP is in effect and in good standing. Failure to meet this requirement will result in rejection of that bidder's bid or termination of the contract for default under the Termination and Default provisions in Ex. D of the Agreement, as applicable.
- B. Bidder must complete Section 11(a) on the Bid/Bidder Certification sheet to certify whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws and regulations. If the MCP is required, the bidder shall pay any fees required to obtain and maintain in good standing all necessary licenses and permits to accomplish the work.
- C. For more information, the bidder may call its local DMV permit office or the Sacramento DMV Motor Carrier Services Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, the bidder must have a California "CA Number" issued by the California Highway Patrol (CHP). To request a CA Number, the bidder may call its local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810. DMV: (<http://dmv.ca.gov/vehindustry/mcp/mcpinfo.htm>)

8. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **Class A (General Engineering Contractor) or C-12 (Earthwork and Paving Contractor)** license issued by the California Contractors State License Board (CSLB), for the type of work to be performed. If the Contractor subcontracts out the traffic control portion of this agreement; the subcontractor shall possess a **C-31 (Construction Zone Traffic Control Contractor)** license. 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).

9. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If subcontractor(s) 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.

10. 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.

11. Bonds

- A. Bid Bond Required: Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid as described herein. The Bidder's bid bond shall be no less than ten percent (10%) of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond shall be cause for rejection of bid. *The bidder may also submit, in lieu of a bidder's bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.
- B. 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 13**).

12. 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 13**), 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.

13. 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 a contract 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 a contract 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).

14. 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.

**YOUR RETURN
ADDRESS**

Agreement No. 03A2119
Bid Due Date: 06/04/13
Bid Due Time: 2:15 P.M.
Bid Opening: 3:00 P.M.
Attention: Geraldine Wright

postage

Department of Transportation
Division of Procurement and Contracts
ATTN: BID UNIT
1727 30th Street, 4TH Floor, MS-65
Sacramento, CA 95816-7006

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's Attachment Checklist (**Attachment 11**). 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, 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 the contract 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 to not rely on Caltrans during its evaluation process to discover and report to the bidder any defects and 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, 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 contract amount will be made due to a lack of careful examination of work sites and specifications.
- R. Caltrans does not accept alternate contract 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>

15. 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. Contracts 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 contract, 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 contractor. 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.

16. 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 a contract is awarded under a procedure that provides for competitive bidding, but the contract 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 contract 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 contract.
- D. Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract 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 contract. When a protest has been submitted, the contract 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:

<p>Department of Transportation Division of Procurement & Contracts Attention: Bid, Protest, & Dispute Branch Chief 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 227-0774 Fax Number: (916) 227-1950</p>

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

- G. Upon award of the contract 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 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.

17. Standard Conditions of Service

- A After award of the contract and execution of the contract, 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 contract 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 contract shall be completed on or before the termination date of the contract.
- 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 10**, 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.
- 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 contract 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 9**). 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 10**, 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 contract. 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

Verified DVBE Participation	DVBE Incentive Amount
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>.

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):		CONTRACT NO. 03A2119			PAGE 1 OF 4
TIME PERIOD	ITEM & LOCATION	UNIT OF MEASURE	QTY	UNIT PRICE (Price per Unit of Measure)	TOTAL (Qty x Unit Price)
	Highway 193, PM 1.37 to 10.10				
DAY 6:00 a.m. to 6:00 p.m.	a) Up to 14' width, with two way traffic control	Per ton placed	3500	\$_____	\$_____
	b) Additional flagger(s)	Per Hour	40	\$_____	\$_____
NIGHT 6:00 p.m. to 6:00 a.m.	a) Up to 14' width, with two way traffic control	Per ton placed	500	\$_____	\$_____
	b) Additional flagger(s)	Per hour	4	\$_____	\$_____
(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					\$_____
TOTAL THIS 1 st PAGE					
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL					

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):		CONTRACT NO. 03A2119			PAGE 2 OF 4
TIME PERIOD	ITEM & LOCATION	UNIT OF MEASURE	QTY	UNIT PRICE (Price per Unit of Measure)	TOTAL (Qty x Unit Price)
	Highway 104, PM 0.0 to 17.6				
DAY 6:00 a.m. to 6:00 p.m.	a) Up to 14' width, with two way traffic control	Per ton placed	8000	\$ _____	\$ _____
	b) Additional flagger(s)	Per hour	40	\$ _____	\$ _____
NIGHT 6:00 p.m. to 6:00 a.m.	a) Up to 14' width, with two way traffic control	Per ton placed	500	\$ _____	\$ _____
	b) Additional flagger(s)	Per hour	4	\$ _____	\$ _____
(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					\$ _____
TOTAL THIS 2 nd PAGE					

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):		CONTRACT NO. 03A2119			PAGE 3 OF 4
TIME PERIOD	ITEM & LOCATION	UNIT OF MEASURE	QTY	UNIT PRICE (Price per Unit of Measure)	TOTAL (Qty x Unit Price)
	Highway 128, PM 0.0 to 9.84				
DAY 6:00 a.m. to 6:00 p.m.	a) Up to 14' width, with two way traffic control	Per ton placed	400	\$_____	\$_____
	b) Additional flagger(s)	Per hour	4	\$_____	\$_____
NIGHT 6:00 p.m. to 6:00 a.m.	a) Up to 14' width, with two way traffic control	Per ton placed	400	\$_____	\$_____
	b) Additional flagger(s)	Per hour	4	\$_____	\$_____

(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

TOTAL THIS 3rd PAGE

\$_____

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):		CONTRACT NO. 03A2119			PAGE 4 OF 4
TIME PERIOD	ITEM & LOCATION Highway 80, PM 0.0 to 13.0	UNIT OF MEASURE	QTY	UNIT PRICE (Price per Unit of Measure)	TOTAL (Qty x Unit Price)
DAY 6:00 a.m. to 6:00 p.m.	a) 48" width, with lane closures	Per ton placed	500	\$ _____	\$ _____
	b) Up to 14' width, with two way traffic control	Per ton placed	500	\$ _____	\$ _____
	c) Additional flagger(s)	Per hour	20	\$ _____	\$ _____
NIGHT 6:00 p.m. to 6:00 a.m.	a) 48" width, with lane closures	Per ton placed	2000	\$ _____	\$ _____
	b) Up to 14' width, with two way traffic control	Per ton placed	500	\$ _____	\$ _____
	c) Additional flagger(s)	Per hour	10	\$ _____	\$ _____
(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) 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. (3) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL					\$ _____ TOTAL THIS 4th PAGE
TOTAL THIS PROPOSAL (Pages 1, 2, 3 and 4)					\$ _____

ATTACHMENT 2

Agreement Number 03A2119

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

Agreement Number 03A2119

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), OSDC Certification and Compliance Unit via email at: 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 OSDC website (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 OSDC 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, 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 4

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

This document must be notarized.

STATE OF CALIFORNIA)
) SS
COUNTY OF)

, being first duly sworn, deposes and

says that he or she is _____ of
(position or title)

(the bidder)

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

Dated: _____ By _____
(person signing for bidder)

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. Signature	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: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". 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.		

ATTACHMENT 5
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
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	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.
5	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.
6	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.
7	Enter your federal employee tax identification number.
8	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.
9	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.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
11a	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.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	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 http://www.pd.dgs.ca.gov/smbus/default.htm
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

ATTACHMENT 6

Invitation for Bid 03A2119

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

_____ acknowledges that State General Prevailing Wage Rates will
Print Name of Bidder
apply for the County(ies) of **Sacramento, Yolo and Placer**. If awarded this contract, I
acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages
rates to all employees who participate on this contract throughout the duration of this contract.

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 TRANSPORTATION
BIDDER'S BOND
ADM-2010 (REV. 8/2007)

Contract No. _____

Bond No. _____

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____
(Insert place where bids will be opened)
on _____
(Insert date of bid opening)

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

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

Dated: _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address: _____

Principal

Surety

By _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____ SS

On this _____ day of _____ in the year 20 _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

Notary Public

ATTACHMENT 9

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 Reference Number: _____

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

Solicitation/Contract Number: _____ SCPRS Reference 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)

ATTACHMENT 10
Invitation for Bid No. 03A2119

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 11
Invitation for Bid No. 03A2119

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 13**, company advertisements, brochures, informational pamphlets or any other document unless specifically noted in the IFB Requirements and/or as listed below.

<u>Attachments</u>	<u>Attachment Name/Description</u>
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 http://www.dgs.ca.gov/ols/home.aspx . Page one (1) must be signed and submitted prior to the award of the contract.
Attachment 4	Non-Collusion Affidavit for Public Works (must be notarized)
Attachment 5	Bid/Bidder Certification Sheet
Attachment 6	Bidder's Acknowledgement of Prevailing Wage Requirements
Attachment 7	Darfur Contracting Act
Attachment 8	Bidder's Bond
Attachment 9	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
Attachment 10	Copies of Quotes from SB or DVBE Subcontractors
Attachment 11	Attachment Checklist

ATTACHMENT 12

**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.

ATTACHMENT 12

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.

ATTACHMENT 12

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. 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. 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.
- FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at 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 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.

Confirmed DVBE Participation of:	DVBE Incentive:
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 12

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 and select:

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

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

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

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

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: 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

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
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

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

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.

ATTACHMENT 13
Public Works (State)

Note to Bidders:

The following 37 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.

1 This Agreement is entered into between the State Agency and the Contractor name

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

TBD

2 The term of this Agreement is: **6/18/13 (Proposed)** through **6/17/15 (Proposed)**

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.

Exhibit A – Scope of Work	19 Pages
Exhibit B – Budget Detail and Payment Provisions	8 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 610)	
Exhibit D - Special Terms and Conditions	6 Pages
Exhibit E – Additional Provisions	4 Pages
Attachment 1 - Bid Proposal (To be attached at time of award)	4 Pages
Attachment 2 – Bidder Declaration Form, GSPD-05-105 (To be attached at time of award)	1 Page
Attachment 3 – Sample Task Order	1 Page
Attachment 4 – List of Labor Compliance Officers (To be attached at time of award)	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

**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) asphalt concrete grinder dig-out and paving services, as described herein:

Contractor shall supply all equipment, labor, materials, and traffic control to provide services on an on-call, as needed basis, for asphalt concrete grinder dig-out and paving services. The majority of the work will be done at night. Contractor shall be responsible for the proper disposal of all materials associated with this project, i.e., asphalt grindings. Contractor will comply with all the National Pollutant Discharge Elimination System (NPDES), State and local Water Boards, and Caltrans laws, policies, and regulations in prevention, containment and recovery of all discharges at the work site.

2. The services shall be performed at various locations in Sacramento, Yolo and Placer counties.
3. This Agreement will commence on the start date **6/18/2013 (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 **6/17/2015 (proposed)**. 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/>.
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 TBD		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 all labor, tools, materials, equipment, work signs, cones or traffic control equipment, and incidentals to perform seasonal, urgent, and emergency asphalt concrete grinder dig-out repair and replacement on an on-call, as needed basis, on State highways in Sacramento County (Routes 80 and 104), Yolo County (Route 128) and Placer County (Route 193).
- B. Total estimated quantity of 16,800 tons:
 - 1) 1/2" or 3/4" PG64-16 or PG70-10 (Grade of asphalt binder)
 - 2) A Task Order (**Attachment 3**) will be written for a minimum of 400 tons--there may be several locations within a Task Order. A minimum of 100 tons will be placed per location. A Task Order can include up to two miles of roadway.
- C. Size of dig-outs:

Dig-outs are to be a minimum of 50 feet long. The width of the dig-out will vary from 48 inches to a full lane width of 14' and 2 (two) to 6 (six) inches in depth.
- D. Cold Pavement grinder size:

48" minimum
- E. Self-propelled paver for all dig-outs.
- F. Traffic control requirements:
 - Type 1** Requires lane and/or ramp closures on four lane expressway or freeway with all appropriate signs, cones, and traffic control devices needed for night work. The maximum length allowable for a lane closure will be determined per location. The Contractor may be required to place detours for traffic conveyance depending on location. A detour plan will be submitted to the Contract Manager or designee prior to the start of work.
 - Type 2** Two way reversible traffic control which requires two flag persons and one pilot car with appropriate signs, cones and traffic control devices. If additional flaggers beyond this are needed and approved by the contract manager, they will be paid as separate bid items on a per person hour basis.
- G. Full compensation for all labor, tools, materials, equipment, and incidentals required to perform State highway right-of-way asphalt concrete dig-outs and replacement shall be considered as included in the contract price per ton. Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the contract unit price per ton and no separate or additional compensation will be allowed. Additional flaggers to those shown in the Department of Transportation's Standard Plan T13, or as described above, that are required and approved by the Contract Manager will be paid at the bid price for additional flaggers per person hour.

EXHIBIT A
Public Works - State

- H. Contractor shall include Asphalt Binder in its contract price paid per ton in place for hot mix asphalt pavement grinding dig-out and replacement.
- I. Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

7. General Provisions

- A. The work will consist of removing existing asphalt concrete surfacing by cold planing and replacing the removed surfacing with new asphalt concrete in accordance with Standard Specifications, Section 39, "Hot Mix Asphalt", and these provisions.
- B. The exact limits of the asphalt concrete surfacing to be removed and replaced will be determined by the Contract Manager or designee and indicated on each Task Order, as to the exact location, minimum width, depth, length of cuts, and asphalt tonnage per location.
- C. Contract Manager or designee will issue a Task Order to Contractor.
- D. When asphalt concrete (AC) is to be placed in dig-outs that are narrower than 72 inches in width, the material may be deposited, spread and compacted in one layer up to a depth of four (4) inches. Any depth over four (4) inches requires the AC to be laid and compacted in two layers using any mechanical means that will produce a uniform smoothness and texture that conforms to the straightedge tolerance for asphalt concrete in "asphalt concrete" in these special provisions. Replaced AC must be compacted to a minimum of 94% and a maximum of 97% compaction and finished flush with the existing surface at the edge of the dig-out.
- E. Contractor shall have ownership of residue from the asphalt grinding which shall be removed, hauled, and disposed of in accordance with all Federal, State and local Laws and regulations. The Contractor is encouraged to find a recycler or other means of reuse of the materials.
- F. Full compensation for hauling and disposal of planed material shall be considered as included in the contract price paid per ton for pavement grinding dig-out and no separate payment will be made thereof.
- G. Depth control on grind outs must not deviate more than .025 feet and any deviation beyond this control and must be leveled prior to replacement of the first material being placed. Grind outs shall be in straight line parallel with the traffic lane. Grind outs shall be cleaned of all foreign material with particular attention to bottom corners and ends prior to placement of AC.

EXHIBIT A
Public Works - State

- H. Tack coat shall be applied on all corners, bottom, sides, and ends of the grind outs at a rate of .10 gallons per square yard or as directed by the Contract Manager.
- I. The contract price paid per ton in place for the asphalt concrete pavement grinding dig-out and replacement shall include full compensation for furnishing all work signs, cones, traffic control/equipment and incidentals, labor, materials, tools, equipment, incidentals, and for doing all the work involved in pavement grinding dig-out, including removing the surfacing by cold planing, and replacing AC complete in place.

8. Hot Mix Asphalt

- A. All hot mix asphalt (HMA) shall be **Type A** and shall conform to the provisions in Section 39 using the Method process of the Standard Specifications and these special provisions.
- B. The grade of asphalt binder to be mixed with aggregate for Type A hot mix asphalt shall be **PG 64-16, or PG 70-10**. The Contract Manager shall determine this.
- C. Aggregate grading for hot mix asphalt Type A shall be ½" Maximum Medium or ¾" Maximum Medium.
- D. In addition to the aggregate quality requirements of Section 39, Method process aggregate from each source shall conform to the following quality requirements:

<u>Test Name</u>	<u>California Test</u>	<u>Requirement</u>
Durability Index	229	50% Min

- E. In addition to the temperature requirements specified in Section 39-3.04, "Transporting, Spreading and Compacting" of the Standard Specifications, hot mix asphalt shall be placed only when the surface temperature of the area to be paved is a minimum of 50 degrees Fahrenheit.
- F. All excavations shall be filled with hot mix asphalt prior to the end of each workday.
- G. If the finished surface of the hot mix asphalt does not meet the specified surface tolerances, it shall be brought within tolerance by either:
 - 1) Abrasive grinding (with fog seal coat on the areas which have been ground), or
 - 2) Removal and replacement.The Contract Manager or designee will select the method. The corrective work shall be at the Contractor's expense.
- H. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each

EXHIBIT A
Public Works - State

longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in the first paragraph and the last four paragraphs in Section 42-3.03C, "Grinding", of the Standard Specifications.

9. Surface Mining and Reclamation Act

- A. Attention is directed to the Surface Mining and Reclamation Act of 1975 (SMARA), commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.
- B. Material from mining operations furnished for this project shall only come from permitted sites in compliance with the SMARA.
- C. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Work", of the Standard Specifications.
- D. Contractor is required to assure that all materials subject to the SMARA (sand, gravel, aggregates, and other materials) are from a source listed by the Department of Conservation or are in a class that is not subject to these requirements. Contractor will be required to submit certification of the material, including the name of supplier and California Mine ID#, and the material must be approved by the Contract Manager before start of work.

10. Special Provisions

A. SECTION 1 - GENERAL

1) GENERAL

- a) No additional compensation will be allowed for specialized equipment.
- b) Prescribed fire protection measures shall be followed as directed by the Contract Manager or designee for work off the travel-way.
- c) Contractor will work with Contract Manager or designee to set up times and dates so lane closure requests can be processed.
- d) All permits required by local ordinances, if any, are to be secured and paid for by the Contractor.
- e) Working days shall be defined for each task order issued as the period of performance stated on each task order.

2) 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

EXHIBIT A
Public Works - State

the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Contract Manager's decision shall be final and he/she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

- b) References to the Contract Manager in these special provisions shall refer to the Contract Manager or its designated representatives. A list of these individuals will be provided to the Contractor upon approval of the contract.
- c) If at any time the Contract Manager or its representative determines the Contractor's operation to be a problem for environmental or safety reasons, he/she may shut down the Contractor's operation until the problem is remedied. Additional working days will not be assessed for this reason.
- d) Before starting work, the Contractor shall designate, in writing, an authorized representative who shall have the authority to represent and act in the Contractor's behalf. Said authorized representative shall be present at the work site at all times while work is actually in progress.

3) INSPECTION

- a) The Contract Manager or its representative shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these special provisions. All work done and all materials furnished shall be subject to inspection.
- b) The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Work not meeting such requirements shall be made good and unsuitable work may be rejected notwithstanding that such work has been previously inspected by the Contract Manager.

4) SOUND CONTROL REQUIREMENTS

- a) Sound control shall conform to Section 14-8.02 of the Standard Specifications and these special provisions.
- b) The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

EXHIBIT A
Public Works - State

5) AIR POLLUTION CONTROL

- a) The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.
- b) Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

6) WATER POLLUTION

- a) The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials, and shall conduct and schedule the operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of the work.
- b) Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be specified herein or directed by the Contract Manager.
- c) The Contractor shall coordinate water pollution control work with all other work done on the contract.
- d) If instructed by the Contract Manager, the Contractor shall submit, for acceptance by the Contract Manager, a program to control water pollution effectively during work. Details and requirements pertaining to water pollution control, and what an acceptable program entails shall be found in Section 13-2.01G of the Standard Specifications.
- e) Nothing in the terms of the contract or 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.

7) SAFETY AND HEALTH PROVISIONS

- a) The 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

EXHIBIT A
Public Works - State

intensities established by California Division of Occupational Safety and Health, Construction Safety Orders.

- c) The Contractor shall provide all safety equipment, materials, and training as required.
- d) All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

8) PUBLIC CONVENIENCE

- a) This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the operations.
- b) Attention is directed to Section 7-1.04, "Public Safety" for provisions relating to the Contractor's responsibility for the safety of the public. The requirements in "Public Safety" are in addition to the requirements of this section "Public Convenience", and the Contractor will not be relieved of responsibilities as set forth in said "Public Safety" by reason of conformance with any of the provisions in "Public Convenience".
- c) The Contractor shall so conduct the operations as to offer the least possible obstruction and inconvenience to the public and shall have under work no greater length or amount of work than can be performed properly with due regard to the rights of the public.
- d) All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
- e) 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.
- f) Work shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- g) Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

9) PUBLIC SAFETY

- a) It is the Contractor's responsibility to provide for the safety of traffic and the public when working under this contract.
- b) Attention is directed to Section 7-1.05, "Indemnification", and Section 7-1.03 "Public Convenience", for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the operations.

EXHIBIT A
Public Works - State

- c) 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, hereby incorporated by reference, which can be accessed at http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm

Signs or other protective devices furnished and erected by the Contractor at its 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 its expense shall be approved by the Contract Manager as to size, wording, and location.

- d) The installation of general roadway illumination shall not relieve the Contractor of responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- e) Equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and equipment on or across lanes or ramps open to public traffic shall be performed in a manner that will not endanger public traffic.
- f) The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the work area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- g) When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- h) No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- i) Any tools, equipment, supplies, or facilities, which the Contractor uses to perform the work, shall be removed from Caltrans right of way at the end of each day except as approved by the Contract Manager. No tools, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.
- j) Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Contract Manager may direct attention to the existence of a hazard and the necessary warning devices shall be immediately furnished and installed and protective measures taken by the Contractor at its expense. Should the Contract Manager point out the inadequacy of warning devices and

EXHIBIT A
Public Works - State

protective measures, such action on the part of the Contract Manager shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

10). PRESERVATION OF PROPERTY

- a) Attention is directed to Section A. 18), "Responsibility for Damage", of these special provisions. Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed.
- b) 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 expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by these special provisions, if any such objects are a part of the work being performed under the contract. The Contract Manager may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due under the contract.
- c) Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees), in vicinity of project during all work activities.
- d) It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by reason of the operations.

11) COOPERATION

- a) Should construction or other maintenance work be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. When two or more contractors are employed on related or adjacent work, each shall conduct the operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

EXHIBIT A
Public Works - State

- b) Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by the operations, and for loss caused the other due to the unnecessary delays or failure to finish the work within the time specified for completion.

12) SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall furnish all materials required to complete the work. Only materials conforming to the requirements of the Standard Specifications or those previously listed shall be incorporated in the work.

13) DEFECTIVE MATERIALS

All materials, supplied by the Contractor, which the Contract Manager has determined do not conform to the requirements of these special provisions, will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Contract Manager. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Contract Manager.

14) CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until the acceptance of the contract, the Contractor shall have the charge and care of the work and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in Section A. 8), "Public Convenience", of these special provision. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in Section 7-1.165 of the Standard Specifications and except for such injuries, losses, or damages as are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work from damage, the Contractor shall, at its expense, provide suitable drainage of the roadway and erect such temporary structures as are necessary to protect the work from damage. The suspension of the work from any causes whatever shall not relieve the Contractor of the responsibility for the work as herein specified.

15) REMOVAL OF REJECTED AND UNAUTHORIZED WORK

- a) All work, which has been rejected, shall be remedied by the Contractor and no additional compensation will be allowed him for such remedial work.
- b) Any work done beyond that directed by the Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of the

EXHIBIT A
Public Works - State

Contract Manager unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

16) DISPOSAL OF MATERIAL OUTSIDE THE HIGHWAY RIGHT OF WAY

- a) The Contractor shall make its own arrangements for disposing of materials outside the highway right of way and he shall pay all costs involved. Details on requirements, procedures, authorization and documentation shall be as indicated in Section 16-1.03D "Disposal of Materials" of the Standard Specifications.
- b) 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 contract unit price to be paid and no additional compensation will be allowed therefore.

17) DAMAGED FACILITIES

The Contractor shall be responsible for replacing State facilities or private property lost or damaged due to Contractor personnel actions. The Contractor shall be liable to the Department or property owner for the cost of replacing these facilities, in kind, at its sole expense.

18) RESPONSIBILITY FOR DAMAGE

Responsibility for damage will be as stated in Section 7-1.05 of the Standard Specifications, with all references to 'the Engineer' replaced with 'the Contract Manager'. For damage caused by natural disasters see Section 5-1.39B of the Standard Specifications.

19) LEGAL ACTIONS AGAINST THE DEPARTMENT

- a) In the event litigation is brought against the Department concerning compliance by the Department with State or Federal laws, rules or regulations applicable to highway work, the provisions of this Section shall apply.
- b) If, pursuant to court order (other than an order to show cause) the Department is prohibited from requiring the Contractor to perform all or any portion of the work, the Department may, if it so elects, eliminate the enjoined work or terminate the contract.
- c) If the final judgment in the action prohibits the Department from requiring the Contractor to perform all or any portion of the work, the Department will either eliminate the enjoined work or terminate the contract.

EXHIBIT A
Public Works - State

- d) If the contract is to be terminated, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions of the section entitled "Termination" in Exhibit D.

20) FINAL CLEANING UP

Before final inspection of work site, the Contractor shall clean the highway, material sites, and all ground occupied in connection with the work. All parts of the work shall be left in a neat and presentable condition.

21) ACCEPTANCE OF WORK

When the Contract Manager has made inspection as provided and determines that the contract work has been completed, he/she will accept the work completed, and immediately upon and after such acceptance by the Contract Manager, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole and he will not be required to perform any further work thereon.

B. SECTION 2 - MAINTAINING TRAFFIC

1) GENERAL

- a) Attention is directed to the Manual of Traffic Controls published by the State of California Department of Transportation, which can be accessed at http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm

Nothing in this section is to be construed as to reduce the minimum standards in said manual.

- b) 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 (ROADWORK 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.
- c) In addition to the provisions set forth in Section 7-1.04, "Public Safety", of 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.

EXHIBIT A
Public Works - State

- d) 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 its representative. Normal work requires daily notification of the specific work locations planned.
- e) No two consecutive on-ramps or two consecutive off-ramps in the same direction of travel shall be closed concurrently.
- f) Advanced special message signs shall be placed three (3) 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.
- g) Time restrictions for lane or ramp closures will be provided when each task order is issued.
- h) On multi-lane roadways, a minimum of one paved traffic lane, not less than 3.5 m wide, shall be open for use by public traffic in each direction of travel.
- i) On 2-lane, two-way roadways, a minimum of one paved traffic lane, not less than 3.5 m 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.
- j) On 2-lane, two-way roadways, no work that interferes with public traffic shall be performed between 6:00 a.m. and 9:00 a.m. or between 3:00 p.m. and 6:00 p.m.
- k) 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 contract operations are not actively in progress.
- l) Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in March, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day (and the following Friday), and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When the designated holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.
- m) Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Contract Manager, public traffic will be better served and the work expedited. These

EXHIBIT A
Public Works - State

deviations shall not be adopted by the Contractor until the Contract Manager has approved them in writing.

2) TRAFFIC CONTROL SYSTEMS FOR LANE AND RAMP CLOSURES

- a) A traffic control system shall consist of closing traffic lanes and ramps in accordance with the details shown on the Standard Plans, the provisions of Section 12, "Temporary Traffic Control Devices", of the Standard Specifications, and the provisions under Section 12-4.01 "Maintaining Traffic", in these special provisions.
- b) All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications.
- 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) When closing a lane, a barrier vehicle or a shadow vehicle shall be used for the installation of the signs and the flashing arrow sign (FMS) unless they can be placed while off the traveled way on the shoulder or median. A shadow vehicle or a barrier with a truck mounted crash cushion (TMCC) shall be used as the protective vehicle during the installation and retrieval of traffic cones and signs in the taper and tangent sections of the lane closure. All devices placed in areas with no shoulders from an open lane require the use of a shadow vehicle for protection.
- f) 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.

EXHIBIT A
Public Works - State

- 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 contract 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).

C) SECTION 3 - WORK AREA TRAFFIC CONTROL DEVICES

1) GENERAL

- a) All traffic-handling equipment and devices, and any flagging used in carrying out the contract work 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, except as may be indicated in Section B) 2., "Traffic Control Systems For Lane And Ramp Closures", of these special provisions.

D) SECTION 4 - PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

- 1) The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Contract Manager from sampling and testing any of the signing and delineation materials or products at any time.

EXHIBIT A
Public Works - State

- 2) Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

MATERIALS and PRODUCTS

Temporary pavement markers
Striping and pavement marking tape
Pavement markers, reflective and non-reflective
Flexible Class 1 delineators and channelizers
Railing and barrier delineators
Sign sheeting and base materials
Reflective sheeting for barricades
Reflective sheeting for channelizers
Reflective sheeting for markers and delineators
Reflective sheeting for traffic cone sleeves
Reflective sheeting for barrels and drums

- 3) 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 the Department's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in "Certificates of Compliance", of these provisions for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

11. Task Orders

- A. Specific projects will be assigned by the Caltrans' Contract Manager to the Contractor through issuance of Task Orders describing in detail the services to be performed. Caltrans Contract Manager has the sole authority and responsibility to make revisions to the description of work, period of performance or location in a Task Order.
- B. Prior to commencing any specific task, a written Task Order shall be prepared for the specific work to be accomplished. Each Task Order shall be agreed to and signed by the Contractor and Caltrans' Contract Manager.
- C. The Contractor shall only perform work that is authorized and described on written Task Order that is signed by both Caltrans and the Contractor.

EXHIBIT A
Public Works - State

- D. Caltrans will identify all work to be performed under this Agreement through preparation of a Task Order, less the cost estimate. The Task Order will identify:
- a. Request date
 - b. Description of Work including per ton of concrete to be placed
 - c. Location of Work
 - d. Period of Performance
 - e. Contract Number
 - f. Person Requesting Service and Unit Number
- E. Upon receipt of the Task Order, the Contractor shall review the Task Order and prepare a written estimate of the number of hours per person needed for additional traffic control and the total cost estimate amount. The Contractor shall return the Task Order to Caltrans within no more than ten (10) calendar days) after receipt.
- F. The cost estimate shall be in the format prescribed in the Task Order. The Contractor agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment. Provided agreement is reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Contractor. If Caltrans and Contractor are unable to reach agreement, the work described in the Task Order shall not be performed by Contractor and Caltrans shall not pay for any work described on the Task Order.
- G. Provided there is a signed and valid Task Order, the Contractor will be paid for actual hours worked and/or the price per ton of concrete work specified in Attachment 1, Cost Proposal.
- H. Task Orders are not valid until approved by Caltrans and subsequently signed by both parties. No payment will be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.
- I. The Contractor shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be due or made for any work performed prior to approval or after the period of performance of the Task Order.
- J. If the Contractor fails to satisfactorily complete the services according to the period of performance set forth in a Task Order, no payment will be made until the services are satisfactorily completed and approved.

EXHIBIT A
Public Works - State

- K. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

EXHIBIT B
Public Works - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services 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. Description of Service
 - 5. Copy of Approved Task Order
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
District 3/ Maintenance
Attention: TBD
Address
City/State/Zip
- 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

EXHIBIT B
Public Works - State

any additional restrictions, limitations, conditions, or any statute enacted by the 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.

EXHIBIT B
Public Works - State

- 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

EXHIBIT B
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

EXHIBIT B
Public Works - State

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

- 6. 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 is attached as **Attachment 4**.

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 by employees in excess of eight (8) hours per day, and forty (40) hours during any one

EXHIBIT B
Public Works - State

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. The State 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 State'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 subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. 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 (With Goals)

- A. The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the Bidder Declaration form, GSPD-05-105, **Attachment 2**.
- B. The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.*

3% of work for DVBE(s)

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change. A revised Bidder Declaration form, GSPD-05-105 must be attached to and made a part of the amended Agreement.

- C. Substitutions of DVBEs. Contractor must use the DVBE Subcontractors and/or suppliers contained in the solicitation response to Caltrans, unless a substitution has

EXHIBIT D
Public Works - State

been pre-approved in writing by Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Caltrans Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.

- D. At a minimum, the Contractor's substitution request must include a written:
- 1) explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use;
 - 2) description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 - 3) notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- E. **Prior** to the approval of the prime Contractor's substitution request, the Caltrans **Contract Manager** must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Caltrans, Division of Procurement and Contracts (DPAC). The notice must:
- 1) provide the reason the prime Contractor is requesting substitution of the listed Subcontractor;
 - 2) provide the listed Subcontractor five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
 - 3) notify the Subcontractor that if a written objection is not received or is received past the due date, such failure will constitute consent to the substitution; and
 - 4) be served by certified or registered mail to the last known address of the listed Subcontractor.
- F. If written objections are filed by the listed Contractor, the Division of Procurement and Contracts (DPAC), will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subcontractor of a hearing by Caltrans on the prime Contractor's request for substitution.
- G. Caltrans may consent to the substitution of another Subcontractor in any of the following situations when:
- 1) Subcontractors listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and

EXHIBIT D
Public Works - State

specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.

- 2) Subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) Subcontractor fails or refuses to perform his or her subcontract.
 - 4) Subcontractor fails or refuses to meet the bond requirements, if any of the prime Contractor.
 - 5) Prime Contractor demonstrates to Caltrans, or its duly authorized officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - 6) Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) Caltrans Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and Caltrans approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Public Contract Code Section 4100 *et seq.*) or any other Agreement requirements relating to the substitution of Subcontractors. Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

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

EXHIBIT D
Public Works - State

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 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.

EXHIBIT D
Public Works - State

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.

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 03A2119.
- 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.

- 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. Motor Carrier Permit Requirements

Contractor must have a valid Motor Carrier Permit issued from the Department of Motor Vehicles (DMV). Contractor shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish work under this Agreement.

4. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A (General Engineering Contractor) or C12 (Earthwork and Paving Contractor)** and a **C-31 (Construction Zone Traffic Control)** License. If the Contractor subcontracts out the traffic control portion of this agreement; the subcontractor shall possess a **C-31 (Construction Zone Traffic Control Contractor)** license.

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.

5. 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.

6. 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

EXHIBIT E
Public Works - State

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.

7. 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.

**ATTACHMENT 3
SAMPLE TASK ORDER**

Task Order Number: _____

Person Requesting Service and Unit Number: _____

Request Date: _____

Contract Manager Approval: _____

LOCATION OF WORK: _____

Description of Work:

of Hours _____

Flagger (s) hours _____

PERIOD OF PERFORMANCE:

Work under this Task Order shall begin on _____ and terminate on _____.

NO TASK ORDER SHALL BE IN EFFECT FOR MORE THAN 60 DAYS

COST ESTIMATE

\$ _____

SIGNATURES

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement Number 03A2119 between the State of California, Department of Transportation, and Contractor. By signature below, the parties hereto agree that all terms and conditions of this Task Order and Agreement No. 03A2119 shall be of full force and effect.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____
(Contract Manager)

By: _____
(Contractor)

On Site Caltrans Inspector Approval for completion of Task Order No.: _____

By: _____ Date Task Order Completed: _____

Date: _____

All work shall be completed on this Task Order and signed off by the Caltrans On-Site Inspector before Task Order is processed for payment.