

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

Form Name	Attachment No	# Pages
Invitation for Bid- Cover Letter		
Invitation for Bid		
Bid Proposal, ADM 1412	1	1
Bidder Declaration form GSPD-05-105	2	2
Disabled Veteran Business Enterprise Declarations form STD 843	3	1
California Disabled Veteran Business Enterprise (DVBE) Program Requirements	3a	4
Contractor Certification Clauses	4	4
Bid/Bidder Certification Sheet	5	2
Copies of quotes from SB or DVBE subcontractors listed in form GSPD-05-105	6	1
Darfur Contracting Act	7	1
Attachment Checklist	8	1
Proposed Form of Agreement, STD 213	9	47

YOUR RETURN
ADDRESS

Agreement No. 07A3400

Bid Due Date: 5/23/13

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

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**April 23, 2013****INVITATION FOR BID (IFB)
IFB # 07A3400
Notice to Prospective Contractors**

You are invited to review and respond to this IFB # **07A3400**, entitled **Maintenance and Inspection Services of Storm Water Treatment Devices Austin Sand Filters in Los Angeles County**. 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.

This contract requires Prevailing Wages. Refer to **Attachment 9**, Proposed form of Agreement for requirement details.

The designated contact person for this IFB is:

Anne Luc
Department of Transportation
Phone: (916) 227-3197
Fax: (916) 227-6007

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 at a pre-bid conference to be held on **Friday, May 3, 2013 at 9:00 a.m. at the Caltrans Maintenance Station located at 11930 Blucher St., Granada Hills CA, 91344**. See Section C for more details.

Sincerely,

ANNE LUC
Acquisition Analyst

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A) Purpose and Description of Services

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 9** for a more complete description of services.

B) Bidder's Minimum Qualifications

Contractor shall be properly licensed and certified in accordance with the laws of the State of California and shall possess a Class A – General Engineering Contractor license issued by the California Contractors State License Board and carry the following permits and certifications at the time of bid submittal and during the term of the Agreement.

1. Hazardous Waste Transporter's Registration (issued by CAL EPA/DTSC).
2. Authorization to operate a Transportable Treatment Unit under Conditional Exemption (issued by CAL EPA/DTSC).
3. Valid US EPA Identification Number.
4. Hazardous Material Transportation License (issued by the California Highway Patrol).
5. Hazardous Materials Certificate of Registration (issued by the Federal Department of Transportation).
6. Bidder shall provide at the time of bid submittal a list of references. The list shall include:
 - a) A minimum of three (3) clients for whom testing and sampling was conducted.
 - b) A minimum of two (2) clients for whom treatment was conducted.

The reference list shall include the name of business, contact persons and phone numbers. Identify the types of hazardous waste treated and tested, including the dates worked within the past 12 months.

7. Bidder shall include a statement of his/her qualifications to test, treat, transport, extract, and dispose of hazardous waste.
8. At time of bid submittal, the proposed Contractor must possess a valid current Motor Carrier Permit issued from the California Department of Motor Vehicles.
9. The successful bidder is required to carry the following insurance:
 - a) Commercial Liability
 - b) Automobile Liability
 - c) Worker's Compensation/Employer's Liability
 - d) Pollution Liability

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	4/23/13	
Optional Pre-bid Site Inspection	5/3/13	9:00 a.m.
Written Question Submittal	5/6/13	
Final Date and Time for Bid Submission	5/23/13	2:15 PM
Bid Opening	5/23/13	3:00 PM

2. Mandatory Pre-Bid Conference/Site Inspection

- A. An optional pre-bid site inspection is scheduled at **9:00 a.m. on Friday, May 3, 2013, at the Caltrans Maintenance Station, located at 11930 Blucher St., Granada Hills CA, 91344** for the purpose of discussing concerns regarding this IFB.
- B. In the event a potential prime contractor is unable to attend the optional pre-bid site inspection, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at an optional pre-bid site inspection.
- C. All prospective contractors are to be assembled at **the Caltrans Maintenance Station located at 11930 Blucher St., Granada Hills CA, 91344 at 9:00 a.m.** Bidders must sign-in (on the sheet provided) upon arrival and sign-out upon completion of the walk-through activities. Failure to comply with these provisions **may result in the rejection of your bid**. Caltrans will conduct the site inspection of the facilities and disseminate any additional information to participants, if necessary.

3. Reasonable Accommodations

For bidders who have and need assistance due to a physical impairment a reasonable accommodation will be provided upon request for the pre-bid site inspection. The bidder must call the designated Acquisition Analyst contact no later than the fifth working day prior to the scheduled date and time of the pre-bid conference/site inspection to arrange for a reasonable accommodation.

4. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **5/6/13**
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. **07A3400**. Questions must be sent to the following

MAIL OR FAX TO:

Department of Transportation
Division of Procurement and Contracts
Attention: Anne Luc
1727 - 30th Street, MS-65

Sacramento, CA 95816

Fax No.: (916) 227-6007

- 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/>

5. 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.

6. 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.

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 license issued by the California Contractors State License Board (CSLB), for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses, certifications 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 a subcontractor(s) is / are used, complete the Bidder Declaration form GSPD-05-105 (**Attachment 2**). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

10. 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 9**), 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.

11. 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).

12. 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. 07A3400 Bid Due Date: 5/23/13 Bid Due Time: 2:15 P.M. Bid Opening: 3:00 P.M. Attention: Anne Luc	postage
	Department of Transportation Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH 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 8**). 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 L 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>

13. 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.

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

Department of Transportation Division of Procurement & Contracts Attention: Bid, Protest, & Dispute Branch Chief 1727 30 th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 227-6837 Fax Number: (916) 227-1950	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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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 4**, 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.

15. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and the Contractor, after all approvals have been obtained, and the agreement is fully executed agreement. Should the Contractor fail to commence work at the agreed upon time, the Caltrans Contract Manager, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to Caltrans for the difference between contractor's bid price and the actual cost of performing work by the second lowest 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) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code {BPC}), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (See GC section 4552)
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part 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. (See GC section 4554)
- 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 6**, 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 3**). 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 6**, 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>.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. <p style="text-align: center; margin: 0;">07A3400</p>		
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	26	Each	<p>Austin Sand Filter (ASF) Dry Season Inspection</p> <p>Note any standing water. Inspect for sediment accumulation in the sedimentation chamber and standpipe/gabion wall. Inspect filter chamber for trash and debris or emergence of vegetation. Note any burrows, holes or mounds. Inspect inlet and outlet structures, filter fabric or other features hindered by debris or damaged. Note any graffiti or vandalism or fence damage. Minor litter, vegetation or graffiti removal is included in this bid item. Document on the ASF inspection form. Attach photographs of chambers.</p>	\$	\$
2	52	Each	<p>Austin Sand Filter Wet Season Inspection</p> <p>Wet season inspections are conducted 48 hours after a 0.75 inch or greater storm event. Note any standing water. If standing water remains beyond the 72 hour time frame notify the appropriate Vector Control District. Inspect for sediment accumulation in the sedimentation chamber and standpipe/gabion wall. Inspect filter chamber for trash and debris or emergence of vegetation. Note any burrows, holes or mounds. Inspect inlet and outlet structures, filter fabric or other features hindered by debris or damaged. Note any graffiti or vandalism or fence damage. Minor litter, vegetation or graffiti removal is included in this bid item. Document on the ASF inspection form. Attach photographs of chambers.</p>	\$	\$

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
3	350	Cubic Yard	<p>Remove Sediment and Debris from Sedimentation Chamber, Gabion Wall or Standpipe.</p> <p><i>Characterize Materials and Properly Disposal Of.</i></p>	\$	\$
4	10	Each	<p>Clear Gabion Wall of Sediment and Debris by Pressure Washer</p> <p><i>Characterize Materials and Properly Disposal Of</i></p>	\$	\$
5	350	Cubic Yard	<p>Remove and Replace Sand from the Filter Chamber.</p> <p><i>Characterize Materials and Properly Disposal Of.</i></p>	\$	\$
6	15,000	Square Foot	<p>Remove and Replace Filter Fabric.</p> <p><i>Characterize Materials and Properly Disposal Of.</i></p>	\$	\$
7	500	100 Square Feet	<p>Remove Vegetation.</p> <p><i>Remove vegetation and grade to provide an uniform finished surface.</i></p>	\$	\$

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
8	78	Entries	<p>Enter Drainage Structure Confined Space</p> <p><u>Note: This is a separate charge not to be included in ASF cleaning.</u></p> <p>Contractor will encounter structures that meet CAL-OSHA's criteria of confined space operation. The Contractor will meet the confined space entry and work requirements as described in Exhibit A – Scope of Work.</p>	\$	\$
9	<p style="text-align: center;">a) 150</p> <p style="text-align: center;">b) 30</p> <p style="text-align: center;">c) 500</p>	<p style="text-align: center;">Per Ton</p> <p style="text-align: center;">Per Ton</p> <p style="text-align: center;">Per Ton</p>	<p>Transportation and Disposal of Solid Waste</p> <p>a) Non-Resource Conservation and Recovery (Non-RCRA)</p> <p>b) RCRA</p> <p>c) Non-Hazardous Waste Materials (Landfill Class)</p> <p>Bulk material storage shall be in covered roll-off bins meeting Caltrans requirements. All bins shall be free of leaks and in good repair. Cost associated with storage will be included under the transportation and disposal unit price costs.</p> <p>Transportation and disposal includes all equipment, labor, personnel and materials associated with the proper disposal of waste materials at an approved Transfer Storage and Disposal Facility (TSDF) and are a part of the unit price cost per ton. TSDF charges for disposal, county taxes and services will also be included in the cost per unit bid price.</p> <p><u>Disposal of wastewater generated through dewatering operations shall meet all federal, state and local regulations and shall be at no cost to Caltrans.</u></p>	<p>a) \$ _____</p> <p>b) \$ _____</p> <p>c) \$ _____</p>	\$

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
10	<p>Lab Sampling and Analysis</p> <p>Caltrans will pay, at cost from signed receipts, with no mark-up by the Contractor</p>			Lump Sum	\$ 5,000.00
11	<p>Non-Bid Items as Described in Exhibit A, SOW.</p>			Lump Sum	\$25,000.00
<p>(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.</p> <p>(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.</p>				TOTAL THIS PROPOSAL	\$ _____

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.

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), OSD 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.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

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

Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

SECTION 2

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

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

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

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

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

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

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

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)



**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS**
(09/03/09)

Please read the 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).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE 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%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

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.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

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

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 qualify for a DVBE incentive(s). 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.

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.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE 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).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. 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).

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)

Use the Central Contractor Registration (CCR) on-line database.

Internet contact only –Database: www.ccr.gov/.

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:

[DVBE Local Contacts](#) (New 02/09) (pdf)

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

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov

Phone: (916)375-2000

Email: eprocure@dgs.ca.gov

- 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 4

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 4

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 4

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 4

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

ATTACHMENT 5

BID/BIDDER CERTIFICATION SHEET

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

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

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
11(a) Are the vehicles being used for this Agreement subject to DMV/CHP Motor Carrier Permit laws? <input type="checkbox"/> Yes No <input type="checkbox"/> If yes (If required by law), the lowest responsive responsible bidder must provide evidence, before contract award.		
12. Bidder' Name (Print)	13. Title	
14. 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 No. 07A3400

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 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
Invitation for Bid No. 07A3400

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 10, 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	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
Attachment 4	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 5	Bid/Bidder Certification Sheet
Attachment 6	Quotes from SB or DVBE Subcontractors
Attachment 7	Darfur Contracting Act
Attachment 8	Attachment Checklist
	Copy of CSLB License (Class A), Permits, Certifications, References and Statement of Qualification

STANDARD AGREEMENT

STD 213 (Rev 09/01)

IFB Number 07A3400

ATTACHMENT 9

Proposed Commercial Service Agreement

AGREEMENT NUMBER

07A3400

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Transportation (Caltrans)

CONTRACTOR'S NAME

TBD2. The term of this Agreement is: **7/1/13** or upon DGS approval, whichever is later through **6/30/15**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	25 Pages
Exhibit B – Budget Detail and Payment Provisions	3 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 Included In Final Agreement)	4 Pages
Attachment 2 - Bidder Declaration Form, GSPD-05-105 (To Be Included In Final Agreement)	1 Page
Attachment 3 – Sample Task Order	1 Page
Attachment 4 – Austin Sand Filters Inspection Form	1 Page
Attachment 5 – Class 5 Permeable Material Grading Requirements	1 Page
Attachment 6 - Filter Fabric	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 (Caltrans)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Division of Procurement & Contracts, MS 65
1727 30th Street
Sacramento, CA 95816

*California Department of General
Services Use Only*

 Exempt per:

EXHIBIT A
Commercial Services - State

SCOPE OF WORK

1. Contractor agrees to provide maintenance and inspection services of storm water treatment devices known as Austin Sand Filters (ASF) to the Department of Transportation (Caltrans), as described herein:
 - A. ASF(s) are devices that are used to treat storm water runoff. A typical ASF consists of the following key components:
 - 1.) Inflow pipes or surface conveyance;
 - 2.) The sediment chamber, where “floatables” and heavy sediments are removed;
 - 3.) The filtration chamber, where additional pollutants are removed by filtering the runoff through a sand media bed;
 - 4.) An underdrain system beneath the filtration chamber, which collects the filtered runoff and discharges it to a downstream conveyance;
 - 5.) Overflow release/upstream flow splitter.
 - B. There are two major ASF configurations: Full and Partial Sedimentation. In the Full Sedimentation ASF, the sediment and filtration chambers are physically separated by either a concrete wall or earthen berm, and the runoff from the sedimentation chamber enters the filtration chamber through a perforated riser. For the Full Sedimentation ASF, the sedimentation chamber is sized to hold the entire Water Quality Volume (WQV). In the Partial Sedimentation ASF, the sedimentation chamber is sized to hold approximately 20% of the WQV, with only a gabion wall separating the two chambers.
2. The services shall be performed located in Los Angeles County and include both Full and Partial configurations. The following locations are currently in operation. Others may come online during the term of the Agreement:
 - a.) Paxton Park and Ride, 12501 Foothill Blvd., at I-210/Paxton Street, Post Mile 6.0
 - b.) Termination Park and Ride, I-105 East of I-605, Post Mile 18.1
 - c.) Eastern Maintenance Station, 1940 S. Workman Mill Road, Whittier, 90601
 - d.) Foothill Maintenance Station, 850 E. Huntington Drive, Monrovia, 91016
 - e.) Northbound 710 at Post Mile 22.5 Washington Blvd. on ramp
 - f.) Northbound 710 at Post Mile 16.8 Imperial Hwy off ramp
 - g.) Southbound 5 at Post Mile 40.6 north of Renaldi St. (two)
 - h.) Northbound 5 at 405/005, Post Mile 42.07 where I-405 merges to I-5.
 - i.) Northbound 5 at Post Mile 9.7 Slauson Ave. off-ramp

EXHIBIT A
Commercial Services - State

- j.) Eastbound 60 at Post Mile 4.4 Atlantic Blvd on ramp (loop).
- k.) Northbound 170 at Post Mile 16.3 north of Burbank Blvd.
- l.) Northbound 170 at Post Mile 19.8 Roscoe Blvd off ramp

- 3. This Agreement will commence on **July 1, 2013** (estimate) or upon approval by the Department of General Services (DGS), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. 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 **June 30, 2015** (estimate). 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:

Caltrans	Contractor: TBD
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:
Email:	Email:

- 6. Description of Work:
 - A. Contractor shall provide all labor (personnel), tools, vehicles, supplies, equipment, and materials and incidentals and pay all costs, taxes relative to the described maintenance and inspection services for storm water treatment.
 - B. Upon receipt of notice to proceed by the Caltrans Contract Manager, the Contractor shall conduct a general maintenance inspection of the ASFs. Note any standing water. Inspect for sediment accumulation in the sedimentation chamber and standpipe/gabion wall. Inspect filter chamber for trash and debris or emergence of vegetation. Note any burrows, holes or mounds. Inspect inlet and outlet structures, filter fabric or other

EXHIBIT A
Commercial Services - State

features hindered by debris or damaged. Note any graffiti or vandalism or fence damage.

- C. Inspections are documented on the ASF inspection form (**Attachment 4**). Inspections are required bi-annually, once during the dry season and once during the wet season. Additional inspections may be requested by the Caltrans Contract Manager.
 - D. Routine inspection of the filter chamber consists of ensuring the filter drains within 72 hours after one storm event (0.75 in) during wet season. If standing water remains beyond the 72 hours time frame, notify the appropriate Vector Control District. If no such event occurs before April 1, conduct wet season inspections in April.
 - E. Maintenance of the sedimentation chamber includes removal of the sediment, trash and debris from the chamber, gabion wall and/or standpipe. Characterize materials and properly dispose of.
 - F. Maintenance of the filter chamber includes removal of trash and debris, vegetation removal, replacement of the filter fabric and removal/replacement of some or all of the sand. Characterize materials and properly dispose of. If the drain time of the filter chamber exceeds 72 hours, notify the Caltrans Contract Manager to consider removing the top 2 inches of sand. Characterize and dispose of properly of used sand. Restore sand depth to 18 inches when overall sand depth drops to 12 inches. Where filter fabric covers the sand, remove and replace the filter fabric.
7. Caltrans entered into a Consent Order with the State of California, Environmental Protection Agency (CAL EPA), Department of Toxic Substances Control (DTSC) on October 17, 1997. This Consent Order allows Caltrans and its Contractors to conduct drain cleaning operations according to the following procedures:
- A. Contractor shall remove sediments, sludge, and liquids (hereafter known as "sediments") from drop inlets and other drainage structures. Some of these sediments may contain hazardous levels of lead, zinc, copper, chromium, gasoline, and diesel fuel.
 - B. Contractor shall collect the sediments by use of vacuum trucks to vacuum the sediments out of the drop inlets and other drainage structures into the vacuum trucks. The sediments are then transported daily to Caltrans holding areas (hereafter known as "Sites") being used as transfer facilities. At the Caltrans Sites the sediments are transferred to non-leaking roll-off bins (hereafter known as "bins"). The contractor uses Bills of Lading for daily collection records. The Bills of Lading shall accompany each vacuum truck. The Bill of Lading for each truck includes, but is not limited to, the following information:
 - 1) The date of collection.

EXHIBIT A
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- 2) The start time and end time.
 - 3) The identification of the Site where the cleanup crew begins each workday and the identification of the Site where the cleanup crew unloads and stores the collected sediments at the end of each workday.
 - 4) Contractor shall use the "County, Route, and Post Mile Location Code" to identify the location of each drop inlet or other drainage structure to be cleaned.
 - 5) Contractor shall keep daily logs that reflect all the information required on the Bills of Lading. The Contractor shall maintain these logs at each Site where sediment storage takes place, and shall make the logs available for review upon DTSC request.
- C. Contractor shall store the sediments in the Caltrans approved non-leaking roll-off bins for no more than 90 calendar days from the date the sediments were first brought to the Site. The bins shall remain closed at all times except when sediments are being placed in the bins, or when analytical samples are being taken.
- D. The bins are dewatered by allowing liquids to settle out through a Transportable Treatment Unit (TTU) authorized filtration system. The Contractor shall obtain a TTU Conditionally Exempt Permit from DTSC prior to start of work.
- E. Caltrans samples the sediments when the bins are full. Sediment samples (both solid and liquid) collected from the bins shall be analyzed for hazardous constituents, including soluble (using the Waste Extraction Test) levels of lead, copper, zinc, and chromium, and using U.S. EPA Method 8015, total petroleum hydrocarbons as gasoline and diesel, and motor oil. Analytical results are returned to Caltrans within five days by an analytical laboratory certified by the State of California for the analysis to be conducted (see details in section 6 and 7 below). If the sediments are found to be hazardous, they shall be managed and disposed of as hazardous waste.
- F. Any hazardous sediment from the Sites shall be shipped to authorized hazardous waste disposal facilities under standard California Uniform Hazardous Waste Manifests. The contractor shall list the name, address, and if applicable, the identification number of the Site, for the corresponding generator information on the manifest. Attached to the generator's copy of the manifest shall be analytical results and copies of the Bills of Lading for that bin, or those containers holding liquids from the bins, which Caltrans shall retain for verification purposes. Verification of delivery to authorized disposal facilities shall be noted in the daily log. The bins shall remain closed while being transported to the authorized disposal facility. The contractor must hold a Hazardous Waste Transporter's Registration and all hauling vehicles must meet current standards and have certification documentation in each vehicle or attached to the container. The

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Contractor shall also have an U.S. Environmental Protection Agency Identification Number. The registered hauler shall conform to all federal, state, and local regulations pertaining to lawful management and hauling of hazardous wastes to a licensed disposal site or treatment facility licensed by CAL-EPA, Department of Toxic Substances Control.

- G. Contractor shall obtain National Pollutant Discharge Elimination System (NPDES) Wastewater Discharge Permit from the Los Angeles Regional Water Quality Control Board. Those liquids that meet the specifications detailed in the NPDES Permit are discharged to the local storm drain system.
 - H. Contractor is prohibited from the treatment, storage, disposal, and handling of any hazardous waste generated offsite which is not specifically authorized by the DTSC Consent Order, or as otherwise by permit, law, regulation, other grant of authorization.
 - I. Contractor shall maintain labels on all roll-off bins used to store hazardous waste. These roll-off bins shall be clearly labeled with the words "Hazardous Waste" along with all requirements found in 22 Cal. Code Regs., section 66262.34(f)(3). The labeling information shall also be visible for inspection.
 - J. Roll-off bins that contain hazardous waste shall be stored in designated storage areas.
 - K. The DTSC Consent Order shall apply to and be binding upon Caltrans and its employees, contractors, and consultants, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of the Order.
- 8.** Drainage structure designs also vary in depth and volume capacities. The materials removed may contain heavy metals (lead, zinc, copper, etc.) and hydrocarbons, which meet hazardous waste levels both RCRA and Non-RCRA and require analytical sampling for proper disposition as required for handling, storage and disposal practices.
- 9.** The Contractor shall use a CAL/EPA certified lab to directly collect samples for waste stream analysis. All lab sampling and analysis shall be paid for at cost, from invoices, and no additional costs or markups will be allowed.
- 10.** The laboratory shall furnish a certified technician to collect bin samples for material waste analysis. The Contractor shall contact the Contract Manager or his/her representative when the bins become full and ready to sample. The lab technician shall meet the Caltrans representative on site when sampling operations are being performed, and will release custody of the samples directly to the technician for transportation to their laboratory. The lab analysis will include total metal (Title 22 Threshold Limit Concentration (TLC), California Assessment Manual (CAM) 17 Metals and Total Petroleum Hydrocarbons (TPH) (purgeables and extractable) by the Department of Health Services / Leaking Underground Fuel Tank Manual (DHS/LUFT) Method 8015 modified gasoline, diesel and motor oil.

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- 11.** Additional analysis shall be performed as needed based on the results of the initial TLC including STLC and EPA/ Toxicity Characteristic Leaching (TCLP). Any of the CAM 17 metals that exceed ten (10 times the STLC will require that the STLC be performed. Any metal failing the STLC will have the TLCP performed in order to determine its proper waste classification. Additional analysis such as PAHs and EPA Method 8310 and asbestos by EPA Method 600/M-4-82020 (40CFR part 763, sub-part F, Appendix A) may be requested. The analysis will be at the request of the Caltrans Contract Manager. Additional authorized analysis will be paid for at cost, from invoices, with no allowance for additional costs or mark ups. Lab analysis reports shall be forwarded to the Contract Manager for review and waste stream determination. The Contract Manager or his/her representative shall notify the Contractor of the waste stream determination, and the bins and manifests shall be prepared for shipping.
- 12.** Contractor shall be allowed to store waste sediment in Caltrans approved hazardous waste storage roll-off bins at collection sites designated by Caltrans Contract Manager. Compliance is mandatory and affords the Caltrans Maintenance Division storage and consolidation of the sediments removed during the cleaning operations to be stored within the operating right-of-way and at its maintenance facilities. All storage of sediment materials will be in Caltrans approved covered roll-off bins, free of leaks and in good repair. Roll-off bins shall be kept graffiti-free.
- 13.** Contractor shall have the ability to de-water sludge material for the purpose of waste volume reduction, i.e. de-watering bins. The Contractor must secure and pay for all required permits to perform this task. The Contractor shall be responsible for moving the de-watering bins and loading ramps as needed. The Contractor shall obtain National Pollutant Discharge Elimination System (NPDES) Wastewater Discharge Permit from the Los Angeles Regional Water Quality Control Board. An alternative method of the disposal of wastewater shall meet all Federal, State and Local regulations, and will require prior approval by the Caltrans Contract Manager. The Contractor shall have a transportable treatment unit (TTU) and a permit for the units(s) from CAL/EPA. Any costs associated with the performance of this task shall be included in the unit price bid.
- 14.** Due to various drainage facility designs, confined space entry will be encountered in the Contractor's cleaning operations. The Contractor shall have the capability of furnishing confined space trained personnel and equipment to perform safe entry and egress/escape as defined by State of California, Occupational Safety Health Administration (CAL-OSHA) Regulations stated in Article 108 of the General Industrial Safety Orders Section 5156-5158, Title 8, California Code of Regulations and Construction Safety Orders Section 1532. This shall include air monitoring equipment capable of detecting oxygen deficiencies, explosive atmosphere, combustible gases, hydrogen sulfide gas and carbon monoxide, entry and egress apparatus such as tripods, ropes, harnesses and positive forced air

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ventilation equipment. Proper substantiating documentation shall be submitted for each entry. Failure of the Contractor to comply with the above requirements will constitute non-compliance and result in Termination of this Agreement.

- 15.** Contractor shall furnish all labor (hazwoper training for employee), tools, materials, equipment, to test, identify, remove, and legally treat and/or dispose waste materials as directed by the Caltrans Contract Manager. Employees shall carry on their person at all times a training certification card with picture identification, while engaged in this work.
- 16.** Full compensation for all labor, tools, materials, equipment and incidentals required to perform cleaning operations of Caltrans drainage structures, and full compensation for all labor, tools, materials, equipment and incidentals required to test, identify, remove, and legally treat and/or dispose of waste materials shall be as included in the unit price bid as listed below.

17. Contract Items:

- A. ASF dry season inspection. \$ _____ each

Note any standing water. Inspect for sediment accumulation in the sedimentation chamber and standpipe/gabion wall. Inspect filter chamber for trash and debris or emergence of vegetation. Note any burrows, holes or mounds. Inspect inlet and outlet structures, filter fabric or other features hindered by debris or damaged. Note any graffiti or vandalism or fence damage. Minor litter, vegetation or graffiti removal is included in this bid item. Document on the ASF inspection form (Attachment 4). Attach photographs of chambers.

- B. ASF wet season inspection \$ _____ each

Wet season inspections are conducted 48 hours after a 0.75 inch or greater storm event. Note any standing water. If standing water remains beyond the 72 hour time frame notify the appropriate Vector Control District. Inspect for sediment accumulation in the sedimentation chamber and standpipe/gabion wall. Inspect filter chamber for trash and debris or emergence of vegetation. Note any burrows, holes or mounds. Inspect inlet and outlet structures, filter fabric or other features hindered by debris or damaged. Note any graffiti or vandalism or fence damage. Minor litter, vegetation or graffiti removal is included in this bid item. Document on the ASF inspections form (Attachment 4) and attach photographs of chambers.

- C. Remove sediment and debris from sedimentation chamber, gabion wall or standpipe.
\$ _____ cubic yard

Characterize materials and properly dispose of.

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D. Clear gabion wall of sediment and debris by pressure washer \$_____ each

Characterize materials and properly dispose of.

E. Remove and replace sand from the filter chamber \$_____ cubic yard

Characterize materials and properly dispose of.

F. Remove and replace filter fabric. \$_____ square foot

G. Remove vegetation. \$_____ **100** square foot

Remove vegetation and grade to provide a uniform finished surface.

H. Enter Drainage Structure Confined Space \$_____ each*

*Note: This is a separate charge not to be included in ASF cleaning.

Contractor shall encounter structures that meet CAL-OSHA's criteria of confined space operation. The Contractor will meet all the confined space entry and work requirements as defined under General Industrial Safety Orders Section 5156-5158, Article 108 of California Code of Regulations, Title 8 and Construction Order 1532 when performing site cleaning and inspection of these structures.

I. Transportation and Disposal of Solid Waste

1) RCRA \$_____ per ton

2) Non RCRA \$_____ per ton

3) Non-Hazardous Waste Materials \$_____ per ton (landfill class-3)

Bulk material storage shall be covered roll-off bins meeting Caltrans requirements. All bins shall be free of leaks and in good repair. Roll-off bins shall be kept graffiti-free. Cost associated with storage shall be included under the transportation and disposal unit costs.

Transportation and disposal includes all tools, equipment, labor, and materials associated with the proper disposal of the waste materials at an approved Transfer Storage and Disposal Facility (TSDF) and are part of the unit bid cost. TSDF charges for disposal, county taxes and service charges will also be included in the cost per unit bid price. Disposal of waste water generated through dewatering operations shall meet all federal, state and local regulations and shall be at no cost to the Caltrans.

J. Non-Bid Items

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Any corrective actions that are needed, based on findings of the inspections, which are not covered under specific bid items, shall be approved by the Caltrans Contract Manager by means of a separate Task Order. Labor and materials that are not listed on the Bid Proposal sheet will be paid for on a force account basis in accordance with the provisions of Section 9-1.04, "Force Account Payment", of the Standard Specifications and these special provisions.

18. General Provisions

- A. Operations include but are not limited to the cleaning of ASF facilities, testing, transport, treatment, and/or disposal. Unless otherwise directed by the Caltrans Contract Manager, work hours are considered to be Sunday through Friday from 8:00 P.M. to 5:00 A.M. for night work and Monday through Friday 7:30 A.M. to 4:00 P.M. for day work. The Contractor shall be available twenty-four (24) hours per day, seven days a week.
- B. Contractor's workdays and hours shall be flexible to meet the operational needs of Caltrans. Operations involving the cleaning of drainage facilities and the transporting of wastes generated by this operation may be performed seven (7) days a week on staggered work shifts. The Contractor shall be capable of committing all labor, equipment, and resources to this operation on the on-call and three (3) days notice basis. These flexible hours and work shifts will be considered normal work hours for the Contractor and will not constitute the payment of overtime unless the hours worked exceed the eight-hour work shift.
- C. Contractor shall provide a minimum of one fully operated and maintained heavy Industrial vacuum truck, jet/vacuum unit. This shall be a large truck mounted heavy industrial vacuum unit, with a 20 cubic yard debris box, a 4,500–7500 CFM positive displacement blower at 12"-15" mercury, a 8" vacuum tube capable of dry vacuuming dirt, rocks and various debris, and a jetting unit rated at 120 GPM flow rate at 2,000 PSI. The Contractor shall provide all other equipment, fully operated, as needed to proceed with work in the most efficient manner.
- D. Contractor shall have the ability to treat hazardous waste when applicable for the purpose of reducing waste stream volumes (example, de-watering sludge with de-watering bins) The Contractor shall use the most economical method of treatment and disposal. Contractor shall provide all services on an "on-call" basis. After the analytical results are received the Contractor shall respond in five (5) working days or per agreement with the Caltrans Contract Manager. This is to include all materials in containerized bins, drums, and tanks.
- E. Storage limitations, waste materials:

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Once a bin is full, request for sampling has been made, and samples collected, the analytical results shall be available within five (5) working days. Once the analysis has been received and the waste stream determined, the pickup, transportation and disposal shall occur within five (5) working days. At any time during this contract, the Contractor may be requested to totally handle all storage of waste material until sampling and analytical results are available and material is transported to a disposal site.

- F. General Waste Description: Caltrans waste stream may include, but is not limited to:
- 1) Containerized accumulated solid wastes containing hydrocarbons and heavy metals.
 - 2) Storage vessels or containerized liquid wastes.
 - 3) Non-hazardous solid waste.
- G. Contractor will establish waste stream profiles with Transfer Storage & Disposal Facility (TSDf) for waste acceptance and to streamline operations.

19. Task Orders

- A. Specific work shall be requested by Task Orders (**Attachment 3**) which must list the following information:
- 1.) Date of request
 - 2.) Date service required
 - 3.) Contract number
 - 4.) Location services needed (County, Route, Post Mile)
 - 5.) Traffic control restrictions
 - 6.) Requestor's Name
 - 7.) Caltrans Contract Manager's approval
 - 8.) Unit Number

Maximum term per Task Order shall not exceed 3 months (NO EXCEPTIONS)

- B. The working days for each Task Order issued, shall specify the period of performance.
- C. Non-material changes may be listed in Task Orders at the discretion of the Caltrans Contract Manager.

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20. Time of Completion and Liquidated Damages

- A. Contractor shall pay Caltrans the sum of \$250.00 per day for each and every calendar day of delay in completion of work in excess of the number of working days stipulated above. In addition to any penalties prescribed herein, 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) 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 rebidding the work.
- B. In addition, the 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 bidder or another Contractor.

21. SPECIAL PROVISIONS

A. FILTER MEDIA

Filter media for ASF shall consist of clean natural sand free from any organic matter and other deleterious materials in accordance with these special provisions.

1) MATERIALS

Filter media shall consist of a clean natural sand conforming to the provisions in Section 68-2.02F (5). "Class 5 Permeable Material Grading Requirements" which will be added to the Standard Specifications (dated 2010) (See Attachment 5). Filter media shall be thoroughly washed with a minimum of twice the media volume of potable water prior to placing in the vault.

2) PLACEMENT

Placement of the filter media shall conform to the following requirements:

- a) The filter media shall be placed in a manner that will not damage or cause permanent displacement of the filter fabric.
- b) The filter media shall be spread by methods that will produce a uniform finished surface.

B. PERMEABLE MATERIALS

Permeable material for ASF shall conform to the provisions in Section 68-2.02 F (See Attachment 5) "Permeable Material".

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1) MATERIALS

The permeable material shall conform to the grading requirements specified in the following table. At the option of the Contractor, the grading for either the No. 5 or No. 56 Coarse Aggregate shall be used; except that once a grading is selected the grading shall not be changed without the Engineer's written approval.

Class 5 Permeable Material
Grading Requirements

Sieve sizes	Percentage passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	45-85
No. 30	15-60
No. 50	3-15
No. 100	0-4
No. 200	0

Standard ASTM 6913	Range
Effective Particle size (ES)=(D ₁₀)	0.0098"-0.0197"
Uniformity Coefficient U _c = (D ₆₀ /D ₁₀)	< 4

2) PLACEMENT

Placement of the permeable material shall conform to the following requirements:

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- a) The permeable material shall be placed in a manner that will not damage or cause permanent displacement of the plastic underdrain pipes.
- b) The permeable material shall be spread by methods that will produce a uniform layer free from pockets of coarse or fine material.
- c) Damage to the plastic underdrain piping resulting from the Contractor's equipment or operations shall be replaced or repaired by the Contractor at the Contractor's expense.

C. FILTER FABRIC

Filter Fabric shall conform to the provisions in Section 88-1.02B Class D (See Attachment 6) "Filter Fabric".

22. SECTION 1 - GENERAL

1.1 General

- A. The Caltrans Standard Specifications and Standard Plans (dated 2010) are hereby incorporated into this Agreement and made a part thereof. All work accomplished shall be done in accordance with the Caltrans Standard Specifications and Standard Plans (dated 2010), these special provisions and this Agreement.
- B. Any reference to 'the Engineer' in the Caltrans Standard Specifications will be replaced with 'the Caltrans Contract Manager or his/her Designee for the purposes of this Agreement.
- C. No move-in/move-out will be paid on equipment. No per Diem will be paid. No additional payment will be made for travel time to and from the job site. No additional compensation will be allowed for specialized equipment. These costs are included in the bid rates in Attachment 1.
- D. Preventive fire protection measures shall be followed as directed by the Caltrans Contract Manager or his/her Designee for work off the travel-way.
- E. Work completed daily must be reported per Task Order in writing to the Caltrans Contract Manager and must include: Task order number, location by county, route and post-mile, and a description of work performed; including number of people, hours worked, hours for equipment usage, and traffic control used. This will be reported on the Contractor's field invoice and signed by a Caltrans Field Representative who will receive a copy at the end of shift. The Caltrans Field Representative will document the Contractor's work on a daily report form and the Contractor's field supervisor will sign and receive a copy at the end of each shift.

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- F. All permits required by local ordinances are to be secured and paid for by the Contractor.
- G. Working days shall be defined for each Task Order issued as the period of performance stated on each Task Order. The Contractor shall respond for work within five (5) working days from issuance of Task Order as described by the Caltrans Contract Manager.
- H. The Caltrans Contract Manager will provide the contractor with a Waste Generator Number.
- I. Contractor must be able to perform hazard assessment and chemical characterization, and to provide proper storage containers, proper storage, pick-up and disposal to an approved treatment and/or disposal facility for all hazardous wastes as requested by the Caltrans Contract Manager. The Contractor shall provide all information necessary for completing the Uniform Hazardous Waste Manifest. In addition, the Contractor may use the modified manifesting procedure bill of lading/shipping papers upon agreement by the Caltrans Contract Manager.
- J. Contractor shall also provide a listing of registered disposal facilities that will be proposed for use in the course of waste disposal within the Agreement area. Caltrans may direct actual disposal locations.
- K. Contractor shall legally dispose of collected wastes within the Agreement area unless this is physically not possible for the class of wastes being picked-up. Use of facilities listed in the California Waste Exchange is required. Travel to another area must be expressly pre-approved by the Caltrans Contract Manager.
- L. Contractor shall provide properly trained and equipped personnel and vehicles capable of hauling the quantities requested by the Caltrans Contract Manager to accomplish the work described. The Contractor's methods will be monitored on an on-going basis to ensure the most economical methods are being utilized.

1.2 SAMPLING

- A. Sampling and testing of the material in or from the waste bins will be used to determine the appropriate handling and disposal methods. Any sampling and testing shall be approved by and coordinated by the Caltrans Contract Manager. When sampling or testing, the following shall apply: Sampling and management of samples shall be in accordance with the sampling, planning, methodology and equipment, and the sample processing, documentation and custody procedures specified in:

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- 1.) "Minimum Standards for Management for Hazardous and Extremely Hazardous Waste", California Administrative Code, Chapter 30 Division 4, Title 22, including all revisions through register 85, No. 31, August 3, 1985, is applicable.
 - 2.) "Test Methods of the Evaluation of Solid Waste, Physical/Chemical Methods" SW-846 second edition, U.S. Environmental Protection Agency, 1982 or latest revision.
 - 3.) "Methods of Chemical Analysis of Water and Wastes", EPA-600/4-79-020, U.S. Environmental Protection Agency, revised March 1983 or latest revision.
 - 4.) "ASTM -- 1985 Annual Book of ASTM Standards, Volume 15.05: Engine Coolants, Halogenated Organic Solvents, and Industrial Chemicals."
 - 5.) Needed testing, if any shall comply with local agency requirements.
- B. For each sample, the laboratory test report shall list the test methods and limits of detection along with the test results. The investigative report on the waste contents shall contain, but not be limited to:
- 1) A complete description of all work done, including sampling methods, chain of custody, laboratory test results, testing methods, and listing of personnel involved.
 - 2) Copies of all logs, sample descriptions, and sample analysis.
- C. The laboratory performing hazardous waste analysis shall store the samples for a minimum of ninety (90) days. Each laboratory performing hazardous waste analysis shall be certified by the CAL-EPA, Department of Toxic Substances Control for that specific hazardous waste analysis category. Laboratories which are not so certified shall not perform any hazardous waste testing.

1.3 AUTHORITY OF CONTRACT MANAGER

- A. The Caltrans Contract Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance 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 Caltrans Contract Manager's decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

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- B. If at any time the Caltrans Contract Manager or his/her Designee determines the Contractor's operation to be a problem for environmental or safety reasons, they may shut down the Contractor's operation until the problem is remedied. Additional working days will not be assessed for this reason.
- C. Before starting work, the Contractor shall designate, in writing, authorized representatives who shall have the authority to represent and act in the Contractor's behalf. An authorized representative shall be present at the work site at all times while work is actually in progress.

1.4 INSPECTION

- A. The Caltrans Contract Manager or his/her Designee shall, at all times, have safe access to the work and shall be furnished with 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 Agreement as described. Work not meeting such requirements shall be made to comply with the terms of this Agreement and non-conforming work may be rejected notwithstanding that the Caltrans Contract Manager or his/her Designee has previously inspected by the Caltrans Contract Manager.
- C. If work is not accomplished within the prescribed time limits, Caltrans may cause such work to be remedied, removed, or replaced, and deduct the costs from any monies due or to become due the Contractor.

1.5 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.

1.6 AIR POLLUTION CONTROL

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

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- 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.

1.7 WATER POLLUTION

- A. Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bituminous, calcium chloride and other harmful materials and shall conduct and schedule 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 Caltrans Contract Manager.
- C. Contractor shall coordinate water pollution control work with all other work done on the contract.
- D. If necessary, the Contractor shall submit, for acceptance by the Caltrans 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 13-1.01 of the Standard Specifications.
- E. Contractor's Water Pollution Control Plan, when submitted to the Caltrans Contract Manager or his/her Designee for acceptance, shall address such items as:
- 1.) Equipment Fueling, leaks and spills
 - 2.) Hazardous Material Plan for accidental and/or illicit discharges
 - 3.) Non Storm Water Discharge
 - 4.) Small tools fueling, leaks, repairs and servicing (e.g. chain saws and blowers).
 - 5.) Prevention of debris from the contractor's operation in inlets, ditches, or channels
 - 6.) Erosion prevention where applicable
- F. 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.

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1.8 SAFETY AND HEALTH PROVISIONS

- A. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California. All working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.
- B. Contractor shall provide all safety equipment, materials and training as required. All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

1.9 PUBLIC CONVENIENCE

- A. Contractor is responsible for the convenience of the public and public traffic in connection with his operations. Attention is directed to the section "Public Safety". The requirements in "Public Safety" are in addition to the requirements of the section 7-1.03 Standard Specifications. The Contractor will not be relieved of the responsibilities as set forth in this section by reason of conformance with any of the provisions in "Public Safety" section.
- B. Contractor shall so conduct its operations as to offer the minimal possible obstruction and inconvenience to the traveling public and adjacent property owners. All public traffic shall be permitted to pass through the work zone with as minimally reasonable inconvenience and delay.
- C. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work. Other forces will continue routine maintenance of existing systems.
- D. Work shall be conducted in such a manner as to cause as minimally reasonable inconvenience as possible to abutting property owners. 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.
- E. Contractor may be required to cover certain signs, which regulate or direct public traffic to roadways that are not open to traffic. The Caltrans Contract Manager or his/her Designee will determine which signs shall be covered.
- F. ASF cleaning operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

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- G. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- H. Contractor may be required to cover certain signs, which regulate or direct public traffic to roadways that are not open to traffic. The Caltrans Contract Manager will determine which signs shall be covered.

1.10 PUBLIC SAFETY

- A. Contractor shall be responsible to provide for the safety of traffic and the public when working under this Agreement. See section 7-1.04 in Standard Specifications.
- B. See Section 12, "Construction Area Traffic Control Devices", for requirements concerning traffic-handling equipment and devices. 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. Signs or other protective devices used by the Contractor shall not obscure the visibility or function of existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs shall be furnished and used by the Contractor at its own expense shall be approved by the Caltrans Contract Manager or his/her Designee as to size, wording and location.
- C. The installation of general roadway illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any of protective facilities in this Agreement.
- D. Equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workers and equipment on or across lanes or ramps open to public traffic shall be performed in a manner that will not endanger public traffic. 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.
- E. When the Contractor's equipment leaves a work area and enters a roadway carrying public traffic, the driver of equipment shall yield to public traffic in all cases.
- F. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day 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

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by public traffic.

- G. Any tools, equipment, supplies or facilities, which the Contractor uses to perform the work, shall be removed from State right of way at the end of each day except as approved by the Caltrans Contract Manager or his/her Designee. No tool, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.
- H. If the Contractor appears negligent in furnishing warning devices and taking protective measures as described, the Caltrans Contract Manager or his/her Designee may deem the work area a hazard and the Contractor shall immediately take protective measures by furnishing and installing necessary warning devices at its own expense. Should the Caltrans Contract Manager or his/her Designee point out the inadequacy of warning devices and protective measures, such action of the part of the Caltrans Contract Manager or his/her Designee shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

1.11 PRESERVATION OF PROPERTY

- A. 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. 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 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 this Agreement. The Caltrans Contract Manager or his/her Designee may have temporary repairs made as necessary to restore service to damaged highway facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due under this Agreement.
- B. It shall be the Contractor's responsibility to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by operations.

1.12 COOPERATION

Should construction, maintenance work or work of any other nature be under way within or adjacent to the limited of the work specified, the Contractor shall cooperate with all such forces or contractors. When two (2) or more contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as

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not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

1.13 CHARACTER OF WORKPERSONS

If any subcontractor or person employed by the Contractor shall appear to the Caltrans Contract Manager to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Caltrans Contract Manager, and such person shall not again be employed on the work.

1.14 ALTERNATIVE EQUIPMENT

- A. While certain specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged. The Contractor may request, in writing, permission from the Caltrans Contract Manager or his/her Designee to use equipment of a different size or type in place of the equipment specified. The Caltrans Contract Manager, before considering or granting such request, may require the Contractor to furnish, at his expense, evidence satisfactory to the Caltrans Contract Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by the Caltrans Contract Manager, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results which, in the opinion of the Caltrans Contract Manager, are equal to, or better than, that which can be obtained with the equipment specified. The Caltrans Contract Manager shall have the right to withdraw such permission at any time that he/she determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of such permission by the Caltrans Contract Manager, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Caltrans Contract Manager, remove and dispose of or otherwise remedy, at his expense, any defective or unsatisfactory work produced with the alternative equipment.
- B. Neither the State nor the Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of such permission.
- C. Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the Caltrans Contact Manager to be in furtherance of the purposes of this section. The approval for use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other

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project.

- D. Nothing in this section shall relieve the Contractor of his responsibility for furnishing materials or producing finished work of the quality specified as described.

1.15 ALTERNATIVE METHODS

When more than one specified method of construction or specified type of material or construction equipment may be used to perform portions of the work and the selection of the method of construction or the type of material or equipment to be used will be decided by the Contractor, it is understood that Caltrans shall not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the bid rates, Attachment 1, and no additional compensation will be paid.

1.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

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 the section titled "Public Convenience" 7-1.03 of the Standard Specification 2010. 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 15-1.01 of the Standard Specifications 2010 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 his 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 cause whatever shall not relieve the Contractor of his responsibility for the work under this Agreement.

1.17 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

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- A. All work, which has been rejected, shall be remedied by the Contractor and no additional compensation will be allowed the Contractor for such remedial work.
- B. Any work done beyond that established by the Caltrans Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of the Caltrans Contract Manager unauthorized work shall be remedied, removed, or replaced at the Contractor's expense. Upon failure of the Contractor to comply promptly with any order to remove rejected or unauthorized work, Caltrans may cause such work to be remedied, removed, or replaced, and deduct the costs from any moneys due or to become due the Contractor.

1.18 DISPOSAL OF MATERIAL OUTSIDE THE HIGHWAY RIGHT OF WAY

- A. Contractor shall make all arrangements for disposing of materials outside the highway right of way and shall pay all costs involved. Details on requirements, procedures, authorization and documentation shall be as indicated in Section 14-10.01 of the Standard Specifications. All disposal of material must comply with the Department of Toxic Substance Control Regulations.
- B. Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be included in the shall be included in the bid item in Attachment 1 and no additional compensation will be allowed therefor.

1.19 DAMAGED FACILITIES

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 Caltrans or property owner for the cost of replacing these facilities, in kind. If replacement is not made, costs may be deducted from any moneys due or to become due the Contractor.

1.20 RESPONSIBILITY FOR DAMAGE

Responsibility for damage will be as stated in Section 5-1.39 of the Standard Specifications. For damage caused by natural disasters see Section 5-1-.39B of the Standard Specifications

1.21 RIGHTS IN LAND AND IMPROVEMENTS

- A Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Agreement for any purpose whatsoever, either with or without compensation, in conflict with any Agreement between Caltrans and any owner, former owner, or tenant of such land, structure,

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or building.

- B Contractor shall not occupy State-owned property outside the right of way in which the work is situated, unless he enters into a rental agreement with Caltrans. The Agreement will be based on the fair rental values.

1.22 PERSONAL LIABILITY

Neither Caltrans Director, the Caltrans Contract Manager, any other officer authorized employee of Caltrans, nor any officer or employee of any County, City or District shall be personally responsible for any liability arising under or by virtue of the services provided under this Agreement.

1.23 LEGAL ACTIONS AGAINST THE DEPARTMENT

- A. In the event litigation is brought against Caltrans concerning compliance by Caltrans 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) Caltrans is prohibited from requiring the Contractor to perform all or any portion of the work, Caltrans may, if it so elects, eliminate the enjoined work or terminate this Agreement.
- C. If the final judgment in the action prohibits Caltrans from requiring the Contractor to perform all or any portion of the work, Caltrans will either eliminate the enjoined work or terminate this Agreement.
- D. If the Agreement 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 titled "Termination of Contract", refer to Exhibit D, section 2.

1.24 TEMPORARY SUSPENSION OF WORK

- A The Caltrans Contract Manager shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Caltrans Contract Manager to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Caltrans Contract Manager.

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- B In the event that a suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of the Caltrans Contract Manager, could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at his expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the work area for use by public traffic during the period of such suspension as provided in "Public Convenience," and "Public Safety," exhibit A 1.9 and 1.10 of this Agreement and as set forth in this Agreement. In the event that the Contractor fails to perform the work as described above, Caltrans will perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

1.25 FINAL CLEANING UP

- A. Before final inspection of work site, the Contractor shall clean the highway, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up shall be considered as included in the contract unit rate and no separate payment will be made therefor.
- B. Nothing in this Agreement; however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Caltrans Contract Manager.

1.26 ACCEPTANCE OF WORK

When the Caltrans Contract Manager has made final inspection as provided and determines that the Agreement work has been completed, the Caltrans Contract Manager will accept the work completed, and immediately upon and after such acceptance by the Caltrans Contract Manager, the Contractor shall be relieved of the duty of maintaining and protecting the work as a whole and The Contractor will not be required to perform any further work thereon. The Contractor shall be relieved of the responsibility for injury to persons or property or damage at that assigned project site after the acceptance by the Caltrans Contract Manager.

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Commercial Services - 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 the 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) Date(s) of Service
 - 3) Location of Service
 - 4) Task Order Number
 - 5) Description of Task Order
 - 6) Original signed receipts for Lab Sampling and Analysis
 - 7) Original signed receipts for materials/supplies
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
District 07 / Maintenance
Attention: TBA
Street Address/P.O. Box
City, CA Zip Code

2. Budget Contingency Clause

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

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- C. It is mutually agreed that if the Congress or the 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, Chapter 4.5, commencing with 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 their designee up to the maximum.

5. Rates

Rates for these services may be found on **Attachment 1** of this document.

6. Materials/Supplies

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed original invoice verifying the actual cost and delivery of the materials/supplies of Caltrans.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

8. Costs Included in Bid Rates

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

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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.

EXHIBIT D
Commercial Services - 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. 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 the State's obligation to make payments to the Contractor.

EXHIBIT D
Commercial Services - State

- 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 must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with GC, Section 8546.7, the Contractor, Subcontractors and the State 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. The State, 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 whole or in part) shall have access to any books, records, and documents of the Contractor 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.

5. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. 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.*

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TBD% 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 the State, unless a substitution has been pre-approved in writing by the 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 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 the Contracts Office and copies to the ;
 - 3) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 - 4) 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. The Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by Caltrans on the prime Contractor's request for substitution.

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- G. Caltrans may consent to the substitution of another Subcontractor in any of the following situations when:
- 1) Subcontractor 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 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 or the 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 (Section 4100 *et seq.* Of the Public Contract Code) 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.

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7. Laws to be Observed

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

8. 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.

9. 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.

10. 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

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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.

11. 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.

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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 **07A3400**.
- 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 and property

EXHIBIT E
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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.

D. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** per incident and an annual aggregate amount of **\$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

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.

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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 license issued by the California Contractors State License Board, Hazardous Waste Transporter's Registration issued by Cal EPA/DTSC), Authorization to operate a Transportable Treatment Unit Under Conditional Exemption issued by Cal EPA/DTSC, Valid US EPA Identification Number, Hazardous Material Transportation License issued by the California Highway Patrol, and Hazardous Materials Certification of Registration issued by the Federal Department of Transportation,
- 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 submit to Caltrans a copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing in that state.
- 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 agency 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), the State 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. Contractor shall provide a list of reference including a minimum of three (3) clients for whom testing and sampling was conducted and a minimum of two (2) clients for whom treatment was conducted. The reference list shall include the name of business, contact persons and phone numbers, and identify the types of hazardous waste treated and tested, including the dates worked within the past 12 months. In addition, the Contractor shall include a statement of his/her qualification to test, treat, transport, extract, and dispose of hazardous waste.
- 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:

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Commercial Services - State

- 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 the 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. Interfacing With Pedestrian and Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, 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 Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. 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.

SAMPLE TASK ORDER

Caltrans Task Order #:

Contract #: 07A3400

Person Requesting Service and **Contact** Office Number:

Contract Manager's Approval:

Request Date:

I. TYPE OF SERVICE AND LOCATIONS

Location, County, Route, Post Mile, Direction		
Estimate of work needed, Type of work needed		
CT Supervisor	@ cell #	will be the contact person.
Additional information:		

II. PERIOD OF PERFORMANCE:

Work under this Task Order shall begin on: _____ and terminate at days end on: _____

III. COST ESTIMATE: \$TBD

Contract work under this individual Task Order Contract shall not exceed: \$TBD

IV. SIGNATURES

IN WITNESS WHEREOF, this Task Order Contract has been executed under the provisions of Contract: **07A3400**, between the State of California, Department of Transportation and Contractor: _____ . By signatures below, the parties hereto agree that all terms and conditions of Contract: **07A3400** shall be of full force and in effect as part of this Task Order.

STATE OF CALIFORNIA:

CONTRACTOR:

By: _____

By: _____

**AUSTIN SAND FILTER
INSPECTION FORM**

GENERAL INFORMATION		
FACILITY NAME:		DATE:
SUPERVISOR:		
OTHER EMPLOYEES:		
TYPE OF INSPECTION	ANNUAL <input type="checkbox"/>	AFTER STORM <input type="checkbox"/>
ATTACH PHOTOS	TIME SINCE LAST STORM _____	

SEDIMENT BUILD UP/STANDING WATER	Maintenance Required?
Standing water? (Water should drain within 72 hours after a storm)	
Sedimentation Chamber (Check if outlet is clogged with debris) If yes, list depth _____	<input type="checkbox"/> yes <input type="checkbox"/> no
Sand Chamber (Contact Storm Water Coordinator if sand doesn't drain) If yes, list depth _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Comments on standing water:

Sediment Depth: Sedimentation Chamber If yes, list depth _____ If Sediment Exceeds Marker Depth: Remove, characterize and properly dispose prior to the wet season. Sand Chamber (If sediment covers more than 50% of the fabric surface area, the filter fabric will need to be replaced)	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no
---	--

Comments on sediment build up:

Gabion Wall/Standpipe clogged or needs cleaning	<input type="checkbox"/> yes <input type="checkbox"/> no
--	--

Comments on Gabion Wall/Standpipe:

GENERAL MAINTENANCE	Maintenance Required?
Trash and debris: Remove and dispose of trash and debris as needed.	<input type="checkbox"/> yes <input type="checkbox"/> no

Comments on trash and debris:

Structural: Any damage to inlet/outlet structures, piping, fences, filter fabric, etc.	<input type="checkbox"/> yes <input type="checkbox"/> no
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Comments:

Vegetation: remove vegetation if it occurs.	<input type="checkbox"/> yes <input type="checkbox"/> no
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Comments:

Graffiti: remove graffiti if it occurs.	<input type="checkbox"/> yes <input type="checkbox"/> no
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Comments:

Other general maintenance concerns/comments:

Class 5 Permeable Material Grading Requirements

Add to section 68-2.02F:

68-2.02F(5) Class 5 Permeable Material

Class 5 permeable material for use in media filters must consist of hard, durable, clean sand, and must be free from organic material, clay balls, or other deleterious substances.

The percentage composition by weight of Class 5 permeable material in place must comply with the grading requirements shown in the following table:

**Class 5 Permeable Material
 Grading Requirements**

Sieve sizes	Percentage passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	45-85
No. 30	15-60
No. 50	3-15
No. 100	0-4
No. 200	0

Standard ASTM	Range
6913	
Effective Particle size (ES)=(D ₁₀)	0.0098"-0.0197"
Uniformity Coefficient U _c = (D ₆₀ /D ₁₀)	< 4

Class 5 permeable material must have a durability index of not less than 40.

At least 5 days before placing Class 5 permeable material, submit a certificate of compliance for gradation of the material.

No more than 5 days after placing Class 5 permeable material, submit:

1. At least one ASTM D 6913 test on the permeable material at an authorized location.
2. Verification that the placed permeable material complies with the grading requirements

Prior to placement, wash Class 5 permeable material:

1. To remove silt and clay particles.
2. With potable water equal to at least four times the volume of the material to be placed.

After placement, wash Class 5 permeable material:

1. With potable water.
2. Until the discharged water has a turbidity reading of:
 - a. 30 NTU or less for jobs within the Tahoe Hydrologic Unit
 - b. 200 NTU or less for jobs outside of the Tahoe Hydrologic Unit

You must capture and dispose of the wash water. Dispose of wash water outside of the state right of way.

Filter Fabric

Add to section 88-1.02B:

Filter fabric for Earthen Berm Austin Sand Filter must be Class D.

Add below the Filter Fabric Table in section 88-1.02B:

Filter Fabric Class D

Property	Test	Value
Grab breaking load, lb 1-inch grip, min. in each direction	ASTM D 4632	120x120
Apparent elongation, percent min., in each direction	ASTM D 4632	50x50
Permittivity, sec ⁻¹ , minimum and maximum	ASTM D 4491	1.6-1.8
Apparent opening size, U.S. Standard sieve size maximum and minimum	ASTM D 4751	60-80
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	ASTM D4355	70