

DEPARTMENT OF FORESTRY AND FIRE PROTECTION**Technical Services**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 322-2941

**INVITATION FOR BID
Notice to Prospective Bidders**

September 27, 2011

Contractors are invited to review and respond to this Invitation for Bid (IFB), entitled Bridgeville Water Tanks, located at 38737 Kneeland Road, Bridgeville, CA 95526. In submitting a bid, bidders must comply with the instructions found herein.

All agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If Internet access is not available, a hard copy can be provided by contacting the contact person listed below.

In the opinion of Department of Forestry and Fire Protection (CAL FIRE), this document is complete and without need of explanation. However, if there are questions, or a need for clarifying information, the contact person is:

Lee Thomas, Project Manager
Department of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002
Phone: (530) 224-2448
Fax: (530) 224-4782
Email: Lee.Thomas@fire.ca.gov

All questions must be submitted in writing via fax or email to the above. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Nicole Lorek, Contract Analyst
CAL FIRE - Technical Services
(916) 322-2941

INVITATION FOR BIDS

NUMBER 9TSC0031

BRIDGEVILLE WATER TANKS

BRIDGEVILLE FOREST FIRE STATION
38737 Kneeland Road
Bridgeville, CA 95526

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
TECHNICAL SERVICES
September 2011

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A) Purpose and Description of Services

The Department of Forestry and Fire Protection (CAL FIRE) is soliciting bids for water tank installation at Bridgeville Forest Fire Station, 38737 Kneeland Road, Bridgeville, CA 95526. Please see Sample Agreement, Exhibit A for a detailed Scope of Work.

B) Bidder Minimum Qualifications

- 1) Contractor shall be an individual or firm licensed to do business in California and be in good standing with the State of California Contractors State License Board.
- 2) Contractor must have a California Class A Contractor's License.

C) Bid Requirements and Information

1) Time Schedule

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

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
IFB available to prospective bidders	9/27/11	
Mandatory Walkthrough	10/3/11	10:00 a.m.
Deadline for Written Questions	10/5/11	11:00 a.m.
Final Date for Bid Submission	10/13/11	11:30 a.m.
Bid Opening	10/13/11	11:30 a.m.
Proposed Award Date	October 2011	

2) Mandatory Pre-Bid Conference/Walkthrough

- a) A **mandatory** pre-bid conference/walkthrough is scheduled on October 3, 2011 at 10:00 a.m. for discussing concerns regarding this IFB.
- b) If a potential prime contractor is unable to attend the mandatory pre-bid conference/walkthrough, an authorized representative may attend. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference/walkthrough. No bid will be accepted unless the bidder or bidder's authorized representative was in attendance.
- c) For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency. Contractors must call Lee Thomas at (530) 224-2448 prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

3) Submission of Bid

- a) Bids must be submitted under **sealed** cover and mailed or delivered to CAL FIRE by dates and times shown in Section C, Bid Requirements and Information, Item 1) Time Schedule. The sealed cover must be plainly marked with the IFB number and title, must show the firm's name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Firm Name
Street Address
City, State and Zip Code

IFB 9TSC0031
Bridgeville Water Tanks
Department of Forestry and Fire Protection
Attn: Lee Thomas
6105 Airport Road
Redding, CA 96002

DO NOT OPEN

Bids not submitted under sealed cover may be rejected.

- b) All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Bids must be submitted for the performance of all the work described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- e) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- f) Costs for developing bids and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State of California.
- g) An individual who is authorized to bind the bidder contractually shall sign the Contractors Certification Sheet, Attachment 2. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- h) Bids may be withdrawn prior to the time fixed in the public notice for opening of bids, provided that a request in writing, executed by bidder or bidder's authorized representative, for withdrawal of such bid is filed with the State at the location of the bid opening. Oral, facsimile, electronic, telegraphic, or telephonic request to withdraw the Bid Form is not acceptable. Withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. This article does not authorize withdrawal of any bid after the time fixed for opening of bids.
- i) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- j) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- k) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

l) 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 agreement amount will be made due to a lack of careful examination of work sites and specifications.

m) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts.

n) No oral understanding or agreement shall be binding on either party.

o) Bidders must complete and submit a signed and dated Payee Data Record (Std 204) which is required in lieu of IRS W-9 when doing business with the State of California. The purpose of the Std 204 is to facilitate the collection of taxpayer identification data to determine if the bidder is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805 and 26131. If the bidder's firm name on the Std 204 does not match the bidder's firm name of "Contractors Certification Sheet," an explanation shall be included. This form can also be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. The Std 204 is not to be completed for subcontractors or suppliers.

4) Bidder's Security

a) All bids shall be accompanied by the following forms of bidder's security: bidder's bond, cashier's check, certified check or cash. Bidder's bond shall be executed by an admitted surety insurer, authorized to issue surety bonds in the State of California. Bond and checks shall be made payable to the Director of the Department of Forestry and Fire Protection (CAL FIRE). The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered responsive unless one of the forms of bidder's security is enclosed with it.

b) If bidder's security is a bidder's bond, it must be executed on the form provided in the Required Attachments.

5) Evaluation and Selection

a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

b) The State will evaluate each bid to determine its responsiveness to the published requirements.

c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

6) Award

a) Award if made, will be to the lowest responsive responsible bidder.

b) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery.

7) Disposition of Bids

a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

8) Contract Bonds

Contractor will be required to furnish in duplicate the performance bond and payment bond required by the State Contract Act, each in the amount of 100 percent of the contract amount. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made.

9) Agreement Execution and Performance

a) The successful bidder shall sign and return the contract within seven (7) calendar days of receipt. Failure to execute the contract within seven (7) calendar days after successful bidder has received contract for execution may be cause for forfeiture of bidder's security. Failure to provide required bonds and insurance constitutes failure to execute contract

b) Performance shall start no later than 5 days, or on the express date set by the awarding agency and Contractor, after all approvals have been obtained and the agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

c) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Business Enterprise Programs

1) DVBE Program Requirements and DVBE Incentive

The State has established goals for Disabled Veteran Business Enterprise (DVBE) participating in state contracts. To be considered responsive, bidders must complete and return the Bidder Declaration, GSPD-05-105 and the DVBE Declarations, STD. 843, as applicable. Failure to complete and submit all required forms with the bid, that fully document and meet the DVBE program requirement, may cause the bid to be rejected.

This solicitation provides an incentive for DVBE participation. The California DVBE Program Requirements packet includes information about the DVBE incentive.

2) Small Business Preference

As an incentive, a non-small business prime contractor who uses certified small business subcontractors for at least 25% of its net bid price is eligible for a bid preference of five percent (5%) of the lowest responsible bid when competing against another non-small business. A prime contractor who is a small business is eligible for the five percent bid preference. For more information, please visit <http://www.dgs.ca.gov>

E) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

Name of Bidding Firm: _____

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

Complete this checklist to confirm the items in the bid. Place a check mark or "X" next to each item that is being submitted to the State. For the bid to be responsive, it should include all required attachments in the order listed below. Return this checklist with your bid.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Contractors Certification Sheet
_____ Attachment 3	Bid Form
_____ Attachment 4	Bidders Bond
_____ Attachment 5	Darfur Contracting Act Certification
_____ Attachment 6	Payee Data Record (STD 204) www.osp.dgs.ca.gov
_____ Attachment 7	Contractor Certification Clauses (CCC-307). The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language
_____ Attachment 8	DVBE Program Requirements
_____ Attachment 9	Bidder Declaration, GSPD-05-105
_____ Attachment 10	DVBE Declaration, STD 843
_____ Attachment 11	Non-Collusion Affidavit

ATTACHMENT 2
CONTRACTORS CERTIFICATION SHEET

This Certification Sheet is to be **signed with original signature** and returned along with all the required bid documents. **DO NOT return the "Sample Standard Agreement."** By signing this certification, bidder is certifying the following:

- A. Bidder is submitting an all-inclusive bid, including all required documents and attachments.
- B. Bidder is familiar with all bid requirements, and agrees, if the bid is accepted, to perform the services in accordance with the terms and conditions found within the "Sample Standard Agreement," subject to finalization, with time of the essence as stated herein, and for the unit cost bid prices as set forth on the Bid Form.
- C. Bidder's signature and date affixed hereon certifies compliance with all the requirements of this bid document on behalf of the bidder, any partner, member, officer, director of such bidder, or any employee of such bidder who has a proprietary interest in such bidder and any potential subcontractors.
- D. Bidder, under penalty of perjury, certifies that answers to the questions on the Certification Sheet are true. Bidder understands that providing false information may result in criminal prosecution or administrative sanctions.
- E. Bidder, by signing this Certification Sheet deposes and says that he/she is the authorized representative of the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and is not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Agreement; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
- F. 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), 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 Government Code 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 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 Government Code section 4554)
- G. Signatory on this attachment has the authority to execute this certification.

<p>14. Bidder certifies that he/she or any other person associated therewith in the capacity of owner, partner, director, officer manager, <input type="checkbox"/> Has OR <input type="checkbox"/> Has Not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;</p> <p><input type="checkbox"/> Does OR <input type="checkbox"/> Does Not have a proposed debarment pending; and</p> <p><input type="checkbox"/> Has OR <input type="checkbox"/> Has Not been indicted, convicted or has a civil judgment rendered against it by a court of competent jurisdiction. If there are exceptions, indicate to whom exception applies, initiating agency and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.</p>							
<p>15. Bidder <input type="checkbox"/> Has OR <input type="checkbox"/> Has Not in the preceding three years been convicted of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract (PCC §1100), including the Regents of the University of California or the Trustees of the California State University. If such has happened, Bidder to give date(s) of the citation(s) or failure to make notifications, and explain circumstances. State will review the circumstances presented and if it is deemed that acceptance of the bid is not in the best interest of State, the bid will be rejected.</p>							
<p>16. Bidder <input type="checkbox"/> Has OR <input type="checkbox"/> Has Not participated in a previous contract subject to the equal opportunity clauses as required.</p> <p>If Bidder has participated, Bidder certifies that, where required, Bidder <input type="checkbox"/> Has OR <input type="checkbox"/> Has Not filed all reports due. State will review the circumstances presented and if it is deemed that acceptance of the bid is not in the best interest of State, the bid will be rejected.</p>							
<p>17. Bidder is certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> <p>a. California Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter certification number:</p> </td> <td style="width: 50%; vertical-align: top; border: none;"> <p>b. Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter service code & certification #:</p> </td> </tr> <tr> <td colspan="2" style="border: none;"> <p>c. Is the firm a California Micro Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification Number:</p> </td> </tr> <tr> <td colspan="2" style="border: none;"> <p>d. Bidding firm is not certified as a small business but is claiming the 5% small business preference by committing to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or micro businesses. Attached is a list of subcontractors with certification numbers. (Attachment II). See attached list. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Be sure all subcontractors' certifications are attached.</i></p> </td> </tr> </table>		<p>a. California Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter certification number:</p>	<p>b. Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter service code & certification #:</p>	<p>c. Is the firm a California Micro Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification Number:</p>		<p>d. Bidding firm is not certified as a small business but is claiming the 5% small business preference by committing to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or micro businesses. Attached is a list of subcontractors with certification numbers. (Attachment II). See attached list. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Be sure all subcontractors' certifications are attached.</i></p>	
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<p>NOTE: A copy of bidders/subcontractors Certification is required to be included if any of the above items is checked "Yes". Be sure to indicate the percentage of work each small business subcontractor is to work under this Agreement. Date application was submitted to OSDS, if an application is pending: _____</p>							
<p>18. <u>DVBE Bid Incentive</u> – By checking "Yes" below, the Bidder certifies and claims credit for achieving 1% to 5% or more DVBE participation on this bid and also requests that the corresponding DVBE Incentive be applied to this bid. Disabled Veteran Business Enterprise (DVBE) Incentive claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>							
<p>19. Name of Authorized Representative (Please Print or Type)</p>	<p>20. Title (Print Title of Authorized Representative)</p>						
<p>21. Signature</p>	<p>22. Date</p>						

BID FORM

NAME OF BIDDING FIRM: _____

BID OPENING: 11:30 A.M. on October 13, 2011

DELIVER TO: Department of Forestry and Fire Protection
 Attn: Lee Thomas
 6105 Airport Road
 Redding, CA 96002

PROJECT INFORMATION: NUMBER: 9TSC0031
 NAME: Bridgeville Water Tanks
 LOCATION: 38737 Kneeland Road, Bridgeville, CA 95526

Plainly mark outside of envelope with "Bid For"; followed by the above Project number and name. The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Specifications and Drawings, and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (<http://www.dir.ca.gov/dlsr>) for General Prevailing Wage Rates. The Bid Price set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price.

Bridgeville Tanks - Labor	\$
Bridgeville Tanks - Materials	\$
FOR THE TOTAL LUMP SUM OF	\$

IMPORTANT - READ BEFORE SIGNING: Bid form must be executed in the same name-style in which the bidder is licensed. Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed. If making a bid as a joint venture, each person submitting the bid shall provide the information required below with respect to his or her licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Articles 1 through 6 on the following pages of the Bid Form. By signing, Bidder swears under penalty of perjury that the conditions of Article 2.2 are true.

Legal Name of Bidder: _____ Federal I.D. No.: _____

Contractor's License No.: _____ License Expiration Date: _____ Classification: _____

Business Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

Business Telephone No: _____ Facsimile No.: _____

E-Mail Address: _____

SIGN HERE: _____
 Signature of Bidder

 Print Name and Title of Bidder

Executed this _____ day of _____, 20____ at _____, California.

ARTICLE 1 - BONDING ASSISTANCE

In the event Bidder has received assistance in obtaining bonding for this project, Bidder shall set forth name and nature of firm providing such assistance. Should that firm be listed as subcontractor, Bidder shall set forth the percentage of contract to be performed by that subcontractor.

Firm Providing Assistance and Nature of Assistance

Subcontractor: Yes No Percentage: _____

ARTICLE 2 - CERTIFICATION-BID DEPOSITORY AND FEDERAL COURT FINDINGS

2.1 By signing this Bid Form, Bidder certifies that in preparation of this Bid Form, no bid was received by the Bidder from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by Bidder, or the submission to Bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the State to pursue any remedy authorized by law, and shall include the right, at the option of the State, of declaring any contract made as a result thereof to be void.

2.2 By signing this Bid Form, Bidder swears under penalty of perjury that representations of the bid with respect to the bidder's license are true and that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

ARTICLE 3 - STATEMENT OF COMPLIANCE-NONDISCRIMINATION

Bidder (hereinafter referred to as "prospective contractor" in this Statement) by signing this Bid Form, hereby certifies, unless specifically exempted, compliance with the Government Code Section 12990 (a-f), and CCR, Title 2, Division 4, Chapter 5, Section 8103, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical disability (cancer), age (over 40), marital status, and denial of family care leave.

ARTICLE 4 - QUESTIONNAIRE

4.1 In accordance with the Public Contract code, Section 10162, the Bidder shall complete the following questionnaire:

4.1.1 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or Local government project because of a violation of law or a safety regulation?

Yes No

4.1.2 Has the Bidder, any officer of the Bidder, or any employee of the bidder who has a proprietary interest in the Bidder ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA agencies for employee records as required by CCR, Title 8, Section 5208 and CFR 40, Part 61?

Yes No

If the answer to either 4.1.1 or 4.1.2 above is "Yes", then give the date(s) of the citation(s) or failure to make notifications, and explain the circumstances by attachment to this Bid Form.

**ATTACHMENT 5
DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General
 Services (DGS) 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.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For #3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

STATE OF CALIFORNIA
PAYEE DATA RECORD
 STD. 204 (REV. 6/03) REVERSE

1	<p><u>Requirement to Complete Payee data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD 204. on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the Payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding services and Compliance Section: 1-888-792-4900 E-Mail Address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p>D) <u>PRIVACY STATEMENT</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency which requests an individual to disclose their social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 7

**BIDDER TO INCLUDE A COPY OF THE CONTRACTOR
CERTIFICATION CLAUSES (CCC-307).**

**THE CCC CAN BE FOUND ON THE INTERNET AT:
<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>**

**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.

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

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)

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

FOR:

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

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

FOR:

List of potential DVBE subcontractors

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

FOR:

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

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

FOR:

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

Commercially Useful Function Definition

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

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

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

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

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

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, 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, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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)
- Nonprofit Veteran Service Agency (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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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, NVSA, and/or DVBE status

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

ATTACHMENT 10

STD 843: Disabled Veteran Business Enterprise Declarations (if applicable)

Bidders who are disabled veteran owner(s) and manager(s) of a Disabled Veteran Business Enterprise must complete STD 843 –Disabled Veteran Business Enterprise Declarations when a DVBE contractor or subcontractor will provide materials, supplies, services, or equipment and include it with the bid response.

The STD 843 can be found at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

Attachment 11, Non-Collusion Affidavit

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
(name)
says that he or she is _____ of
(position or title)

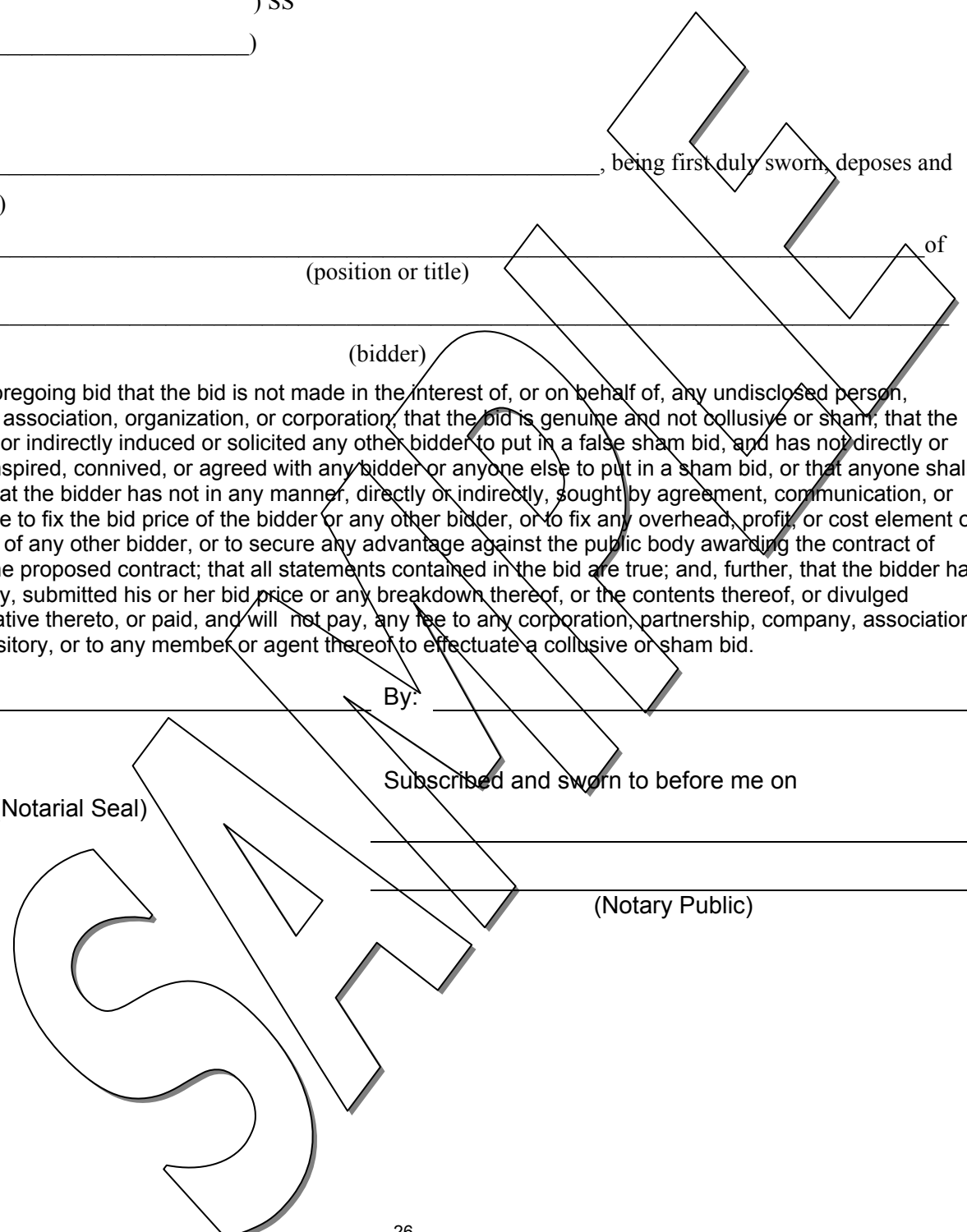
(bidder)

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

Dated: _____ By: _____

(Notarial Seal) _____
Subscribed and sworn to before me on _____

(Notary Public)



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev 06/03)

PROJECT Bridgeville Water Tanks	AGREEMENT NUMBER 9TSC0031	REGISTRATION NUMBER
------------------------------------	------------------------------	---------------------

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 Department of Forestry and Fire Protection
 CONTRACTOR'S NAME

2. The term of this Agreement is: 30 Calendar Days from Start Date identified in Notice to Proceed

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

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

Exhibit A – Scope of Work	1 Page(s)
Exhibit A – Attachment 1, Specifications	7 Page(s)
Exhibit A – Attachment 2, Drawings CU101, CU505	2 Page(s)
Exhibit A – Attachment 3, Location Map	1 Page(s)
Exhibit B – Budget Detail and Payment Provisions	1 Page(s)
Exhibit B – Attachment 1, Bid Form	3 Page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	2 Page(s)
Exhibit E – Additional Provisions	7 Page(s)
Exhibit F – Payment and Performance Bonds	2 Page(s)

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 www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

California
**Department of General
 Services Use Only**

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Exempt per _____

EXHIBIT A
(Scope of Work)

9TSC0031
Bridgeville Water Tanks

SCOPE OF WORK

1. Contractor agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) two factory powder coated bolted steel water storage tanks to include all labor, material, equipment, tools, services as shown on the Drawings and as described herein:
 - i. Provide and install Tank A, a 28,000 gallon water storage tank for fire protection.
 - ii. Provide and install Tank B, a 4,000 gallon water storage tank for domestic usage.
 - iii. Level, grade and compact tank site for storage tanks.
 - iv. Provide foundation/base for both water tanks.
 - v. Install all fittings, valves and plumbing within 5 ft. of water tanks.
2. Contractor is responsible to verify all measurements needed for bidding process.
3. Contractor shall remove waste materials, debris, and rubbish from sites and legally dispose of at public or private dumping areas off State property. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Rubbish and waste materials shall not be buried or burned on project sites. No waste shall be disposed of into any stream.
4. Pursuant to the State's Storm Water Pollution and Prevention Plans (SWPPP) for each site, Contractor shall not damage erosion controls installed by the State. Drainage and erosion control structures shall not be removed, damaged or otherwise made nonfunctional. Contractor shall notify the State's Representative immediately if erosion controls become non-functional.
5. Contractor shall not allow mud, dust, or other debris to enter public roadways and measures will be implemented to contain materials on site.
6. Contractor shall be an individual or firm licensed to do business in California and be in good standing with the State of California Contractors State License Board.
7. Contractor must have a California Class A Contractor's License.
8. The services shall be performed at Bridgeville Fire Station at 38737 Kneeland RD, Bridgeville, CA. 95526.
9. The services shall be provided during normal working hours, Monday through Friday, anytime between the hours of 6:00 a.m. - 6:00 p.m., excluding State holidays. Work hours shall be in accordance with sections 1810 and 1811 of the Labor Code. Schedule will be coordinated with the State's Representative.

10. The project representatives during the term of this agreement will be:

State Agency: CAL FIRE	Contractor:
Name: Lee Thomas	Name:
Phone: (530) 224-2448	Phone:
Fax: (530) 224-4782	Fax:
Email: Lee.Thomas@fire.ca.gov	Email:

11. Direct all inquiries to:

State Agency: CAL FIRE	Contractor:
Section/Unit: Technical Services, Redding	Section/Unit:
Attention: Lee Thomas	Attention:
Address: 6105 Airport Rd, Redding CA 96002	Address:
Phone: (530) 224-2448	Phone:
Fax: (530) 224-4782	Fax:
Email: Lee.Thomas@fire.ca.gov	Email:

SECTION 00700 - DEFINITIONS

1.01 DEFINITIONS: When the following terms appear in the Contract, they shall have the following meaning:

- A. Acceptance of the Work: Written acceptance of the Work by the Director of the Department of Forestry and Fire Protection, State of California, or the Director's designee.
- B. Addendum (Addenda): A document issued by the State during the bidding period which modifies, supersedes or supplements the Contract Documents.
- C. Alternative: Refer to Approved Equal and Substitution.
- D. Applicable Codes: Include, but are not limited to, applicable laws, statutes, regulations, rules, building and other codes, ordinances, rulings, and lawful orders of all public authorities having jurisdiction over the State, the Contractor, Subcontractors, the Project, the Work, or the execution of the Work.
- E. Approved Equal: Material, equipment, or method approved by the State for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.
- F. Agreement: The written and executed Standard Agreement document (STD 213).
- G. Architect or Engineer: The State individual listed in the Contract Documents as the designer of record responsible for the preparation and coordination of the Drawings and technical sections of the Project Manual.
- H. Beneficial Occupancy: Occupancy and use by the State of all, or part, or parts, of the Work as selected by the State, prior to Completion.
- I. Completion: When the entire Work has been performed in accordance with the Contract requirements as delineated in the Contract Documents and Project Manual. Completion of the Work occurs when the State's final inspection has been made and all construction, services and deliverables have been fully executed as determined by the State's Representative, including but not limited to completion of all punch-list items and delivery of as-built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports and certifications as required in these specifications.
- J. Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the State and the Contractor.
- K. Contract Documents: The Contract Documents consist of the Agreement between the State and Contractor, Payment and Performance Bonds; the Conditions of the Contract, including General, Supplementary and other Conditions; Drawings, Specifications, Addenda and Change Orders.
- L. Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the State, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. The term

EXHIBIT A, ATTACHMENT 1
(Specifications)

9TSC0031
Bridgeville Water Tanks

"Contractor" means the Contractor or the Contractor's representative.

- M. Department: The Department of Forestry and Fire Protection, State of California.
- N. Director: The Director of the Department of Forestry and Fire Protection, State of California, or the Director's designee
- O. Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, schedules and diagrams.
- P. Guarantee: The Contractor's assurance that the Project complies with the requirements of the Contract Documents.
- Q. Or Equal: Refer to Approved Equal.
- R. Owner: The State of California.
- S. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- T. Project: The total construction of which the Work performed under the Contract may be the whole or a part.
- U. Project Manual: The volume(s) assembled for the Work which includes the Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and other information as may be listed in the Project Manual Table of Contents.
- V. Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.
- W. Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- X. State: The State of California acting through the Department of Forestry and Fire Protection.
- Y. State's Representative: Person(s) authorized by the State to act on behalf of the State for the Project.
- Z. Substitution: A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the State in writing as being equivalent (equal) to the specified material and/or process.
- AA. Warranty: A Contractor's, manufacturer's or material supplier's assurance that products and services provided meet the requirements of the Contract Documents.
- BB. Work: Construction, services and deliverables required by the Contract Documents and Project Manual, including labor, materials, equipment, services, and documents provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract, including but not limited to requirements such as; completion of punch-list items, as-built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports, and certifications.

END OF SECTION

SECTION 02661 - BOLTED STEEL TANK

PART 1 - GENERAL

1.01 SCOPE

- A. This specification covers the furnishing of all labor, material, equipment, tools, services and erection of two factory powder coated bolted steel water storage tanks, as manufactured by Superior Tank Co., Inc., Columbian Tec-Tanks or an Approved Equal, and as shown on the plans and specified herein.
- B. The bolted steel tanks shall conform to the requirements of A.W.W.A. D103-97.

1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings of the bolted steel tanks and all accessories for review and approval by the Engineer prior to beginning any related shop fabrication or erection. Include sufficient data to show that the tanks and accessories conform to the requirements to these Specifications.

Submittals shall include:

- 1. Design calculations, signed by a civil or structural engineer registered in the State of California.
- 2. Fabrication, erection drawings and details for the reservoirs and all accessories.
- 3. Certified mill tests on steel plate and structural members demonstrating that the physical and chemical requirements of this Specification have been met.

PART 2 - PRODUCTS

2.01 GENERAL DESCRIPTION

- A. Contractor shall furnish, erect and test the tanks on a grade ring and/or footing, as required by manufacturers' specification and per A.W.W.A. D103-97. Contractor shall be completely responsible for the construction and satisfactory performance of the tanks during the guarantee period. The tanks shall conform to A.W.W.A. D103-97, to the latest edition Uniform Building Code, and to the requirements of the plans and these Specifications. Contractor shall submit for approval complete and detailed plans for the tanks and appurtenances.
- B. The two factory powder coated, bolted steel tanks shall consist of: Tank "A," which shall have a nominal capacity of 28,000 gallons, and shall have a nominal diameter of 24 feet and a nominal height of 8 feet; and Tank "B," which shall have a nominal capacity of 4,000 gallons, and shall have a nominal diameter of 9 feet and a nominal height of 8 feet. Both Tanks shall have a cone roof, sloped to drain toward the shell. Provide the tanks complete with all pipe connections, access openings, nozzles, taps, drains, ladders, vent, and other accessories as shown on the Drawings or required herein.

EXHIBIT A, ATTACHMENT 1
(Specifications)

9TSC0031
Bridgeville Water Tanks

2.02 DESIGN DATA

- A. The following data and information are applicable to each tank, unless specifically noted, are supplied as a basis for design and erection of the tank and appurtenances. All calculations shall be submitted to the State's Representative prior to fabrication.

Tank "A":

1. Minimum capacity 28,000 gallons.
2. Inside diameter 24' plus or minus.
3. Single panel, minimum tank height 8' plus or minus.
4. Minimum overflow height 7'6" plus or minus.
5. Seismic design shall comply with 2007 California Building Code (CBC).
6. Liquid to be stored Potable water.
7. Wind load 100 mph, Importance factor, I = 1.15.
8. Deck load 15 psf (DL), 45 psf (LL) snow.
9. Allowable Soil Bearing 1000 psf.
10. Design standard A.W.W.A. D103-97 , CBC 1997.

Tank "B":

1. Minimum capacity 4,000 gallons.
2. Inside diameter 9' plus or minus.
3. Single panel, minimum tank height 8' plus or minus.
4. Minimum overflow height 7'6" plus or minus.
5. Seismic design shall comply with 2007 California Building Code (CBC).
6. Liquid to be stored Potable water.
7. Wind load 100 mph, Importance factor, I = 1.15.
8. Deck load 15 psf (DL), 45 psf (LL) snow.
9. Allowable Soil Bearing 1000 psf.
10. Design standard A.W.W.A. D103-97 , CBC 1997.

EXHIBIT A, ATTACHMENT 1
(Specifications)

9TSC0031
Bridgeville Water Tanks

2.03 ACCESSORIES

A. Shell Manhole: Provide a 24 inch, minimum, hinged shell manhole located as shown on the drawings. The center of the manhole shall be located 30 inches above the bottom of the tank.

B. Pipe Connections:

Tank "A":

1. Provide backwash inlet nozzle with deflector plate, outlet nozzle with anti-vortex plate, and overflow and drain outlets as shown on the plans.
 - a) Provide a 4-inch NPT tank connection as shown on the plans for drain connection.
 - b) Provide a 2 1/2-inch NPT tank connection as shown on the plans for overflow connection.
 - c) Provide a 8-inch NPT tank connection as shown on the plans for outlet connection.
 - d) Provide a 2-inch NPT tank connection as shown on the plans for inlet connection.

Tank "B":

1. Provide backwash inlet nozzle with deflector plate, outlet nozzle with anti-vortex plate, and overflow and drain outlets as shown on the plans.
 - a) Provide a 4-inch NPT tank connection as shown on the plans for drain connection.
 - b) Provide a 2 1/2-inch NPT tank connection as shown on the plans for overflow connection.
 - c) Provide a 4-inch NPT tank connection as shown on the plans for outlet connection.
 - d) Provide a 2-inch NPT tank connection as shown on the plans for inlet connection.

C. Overflow pipe:

1. Provide steel internal and external overflow pipe, internal weir box (if required), and supports as shown on the Drawings. Overflow pipe assembly shall be powder epoxy lined and coated.

D. Ladders:

1. Provide a galvanized steel welded exterior ladder with back guard as shown on the plans. The ladder shall have a lockable closure at the bottom.
2. Provide a galvanized steel welded interior ladder with a Safe-T-Climb assembly as shown on the plans.

E. Roof Openings:

- 1) A 20 inch screened vent shall be provided on the roof. The vent shall be fabricated to provide removable screened openings between the vertical support members of the vent. The screened openings of the vent shall be sized by the manufacturer to all venting of a 3,000 gpm pump rate. An effective area of 75% of screen opening shall be assumed. The screen shall consist of one layer of Type 316 stainless steel: 16 x 16 x 0.018 wire mesh insect screen.

EXHIBIT A, ATTACHMENT 1
(Specifications)

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Bridgeville Water Tanks

- 2) The tank roof shall have a curbed, upward opening 24- inches square, minimum hatch located near the ladder. The curb shall extend at least 4 inches above the tank. The hatch cover shall be hinged and shall have locking provisions. The hatch cover lip shall extend for a distance of 2-inches down on the outside of the curb.
- F. Provide a liquid level indicator with Type 316 stainless steel internals and complete with float and target board assembly.
- G. Gaskets and sealants shall meet or exceed A.W.W.A., F.D.A., and E.P.A. standards for potable water.
- H. A concrete footing to be determined by tank manufacturer's engineer calculations for sliding and over-turn, per A.W.W.A. D103-97 and 2007 CBC. If no footing is needed per calculations, use the following criteria as a minimum.
 - a) A grade ring is to be provided and installed by the manufacturer and is used in lieu of a concrete pad. The typical assembly consists of using a 6" high galvanized steel ring (stirrup) filled with 3/4" crushed gravel that is 6" high. Tank will be erected on top of gravel with ring. Per manufacturer's engineer calculations.
 - b) Anchor stirrups shall be fabricated of A36 Carbon Steel as supplied by tank manufacturer. Number and location of stirrups shall be as required by seismic design or as indicated on tank drawings. Anchor bolts shall be furnished and installed by foundation contractor upon completion of tank installation as specified on tank drawings.
- I. Installation of tanks over concrete slab and footings shall include 1/2" bituminous fiberboard gasket material to protect against corrosion and wear.

PART 3 - EXECUTION

3.01 PROTECTIVE COATING

- A. General: All metal plates, supports, members and miscellaneous parts, except bolts, shall be Factory Powder Coated in accordance with A.W.W.A. D103-97, Section 10.6 and this Section. Field coating, other than touch-up, will not be permitted.
- B. Surface Preparation:
 - a) Prior to application of coating, all metal plate, supports, members and miscellaneous parts, other than fasteners shall be thoroughly cleaned by a hot-rinse wash process followed immediately by hot air drying.
 - b) All steel surfaces shall be sandblasted to equivalent of a SP 6 commercial blast metal finish. The surface anchor pattern shall be no less than 1.5 mils.
 - c) All steel surfaces shall receive an iron phosphate coating applied with a power spray washer with not less than 25 psi pressure, followed by a warm water rinse and by an acidulated sealant. Then spray a final De-ionized water rinse to prevent rusting prior to the powder coating application.
 - d) All steel surfaces shall drip dry for seven (7) minutes prior to entering the dry off oven for eight (8) minutes at 425 degrees F.

EXHIBIT A, ATTACHMENT 1
(Specifications)

9TSC0031
Bridgeville Water Tanks

C. Coating:

1. All interior steel surfaces, support members and miscellaneous parts shall receive 5 mils minimum average dry film thickness using Herbert's O'Brien "Tank Tan", or Approved Equal (An NSF 61 Approved, Thermal Set Epoxy Powder Coating).
2. All exterior steel surfaces, support members and miscellaneous parts shall receive 3 mils minimum average dry film thickness using Herbert's O'Brien "Superior San", or approved equal (A Thermal Set TGIC-Polyester Powder Coating).

3.02 CONSTRUCTION

- A. Field erection of Factory Powder Coated bolted steel tanks, shall be in strict compliance with manufacturer's recommendations. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching the coating. Prior to placing water in the tank, a "holiday" inspection on the entire tank, corners included, will be provided and performed in the presence of the State's Representative. Touch-up coating shall be done per the manufacturer's recommendations where needed and as directed.

3.03 TESTING AND INSPECTION

- A. General: Test storage tank after erection. Floor shall be clean and free from dirt, foreign substance and debris.
- B. Bottom: Vacuum test seams in floor plates.
- C. Shell: Test by filling with water to elevation of overflow. Completed storage tank shall show no leaks at end of 24 hour test period. No charge will be made for water required to fill tank.
- D. Disinfection:
- a) General: After testing has been satisfactorily completed, tank shall be disinfected.
 - b) Standards: Disinfecting of interior surfaces shall be performed in accordance with A.W.W.A. C652-86. After disinfection, the State shall take a water specimen for bacteriological test, as prescribed at Code 40 of the Federal Regulations, Sections 141.21 through 141.30, 141.41 and 141.42.
 - c) After disinfection, the tank shall be filled to the overflow level and allowed to stand for 5 days, minimum. After 5 days, the State shall take water specimens for V.O.C. test per EPA 502.2. The tank may be placed into service once acceptable test results are received.

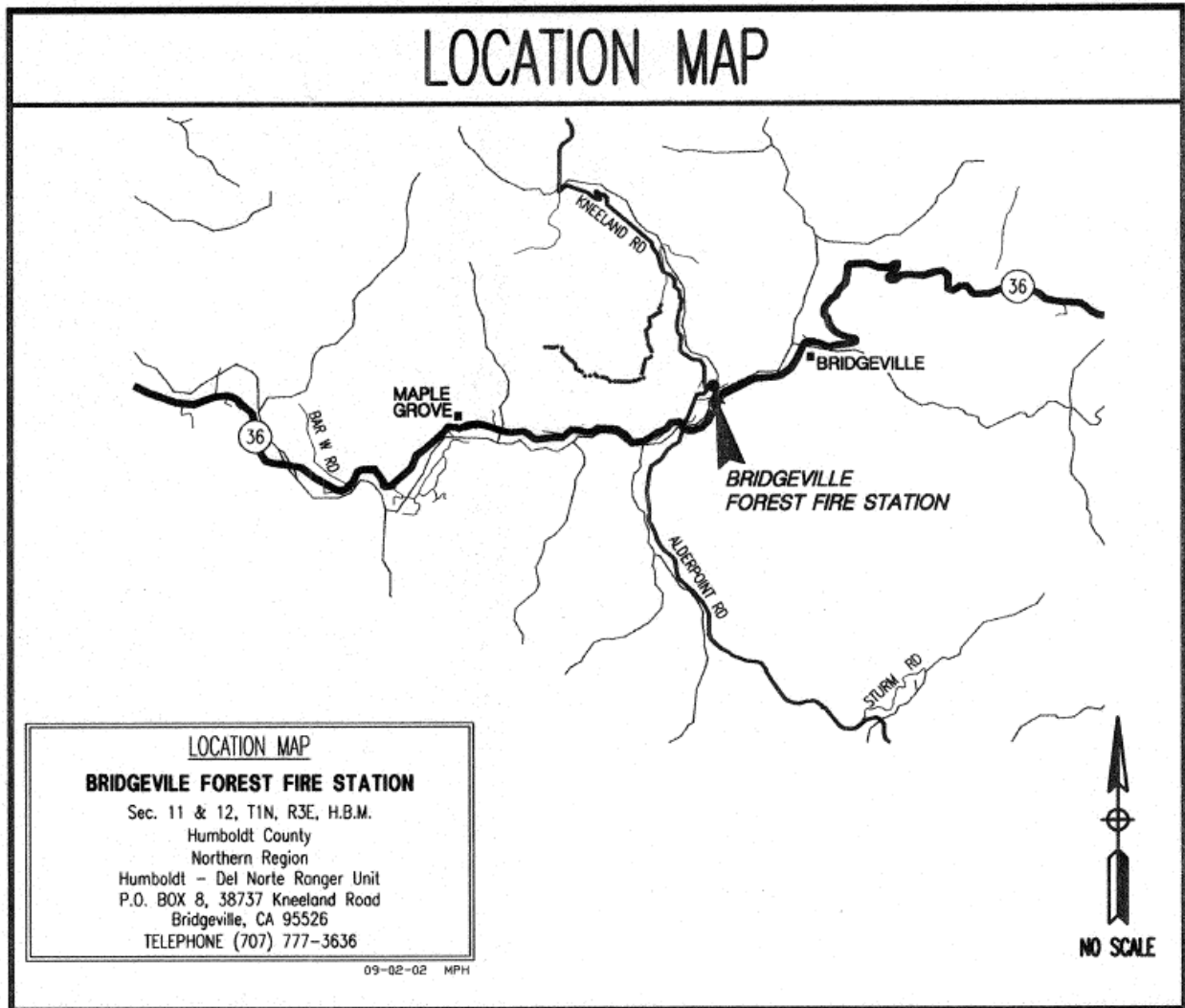
3.04 WARRANTY

- A. Contractor shall warrant the tank against any defects in workmanship and materials for a period of one (1) year from the date of shipment. In the event any such defect should appear, it should be reported in writing to the Contractor during the warranty period.

END OF SECTION

EXHIBIT A, ATTACHMENT 3
(Location Map)

9TSC0031
Bridgeville Water Tanks



BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures incurred in accordance with the bid specified in Exhibit B, Attachment I, titled Bid Form, which is attached hereto and made a part of this Agreement.
- B. Contractor may submit itemized invoices upon completion of project phases as stipulated in Exhibit B, Attachment 1, titled Bid Form. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and completed during each phase. This includes a description of the activities of the Contractor and subcontractor, the locations where work was performed, the expenses claimed, and any required reports. Invoices shall be submitted in triplicate to:

Lee Thomas
Department of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002
Phone: (530) 224-2448

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45) day period.

BID FORM

NAME OF BIDDING FIRM: _____

BID OPENING: 11:30 A.M. on October 13, 2011

DELIVER TO: Department of Forestry and Fire Protection
 Attn: Lee Thomas
 6105 Airport Road
 Redding, CA 96002

PROJECT INFORMATION: NUMBER: 9TSC0031
 NAME: Bridgeville Water Tanks
 LOCATION: 38737 Kneeland Road, Bridgeville, CA 95526

Plainly mark outside of envelope with "Bid For"; followed by the above Project number and name. The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Specifications and Drawings, and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (<http://www.dir.ca.gov/dlsr>) for General Prevailing Wage Rates. The Bid Price set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price.

Bridgeville Tanks - Labor	\$
Bridgeville Tanks - Materials	\$
FOR THE TOTAL LUMP SUM OF	\$

IMPORTANT - READ BEFORE SIGNING: Bid form must be executed in the same name-style in which the bidder is licensed. Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed. If making a bid as a joint venture, each person submitting the bid shall provide the information required below with respect to his or her licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Articles 1 through 6 on the following pages of the Bid Form. By signing, Bidder swears under penalty of perjury that the conditions of Article 2.2 are true.

Legal Name of Bidder: _____ Federal I.D. No.: _____

Contractor's License No.: _____ License Expiration Date: _____ Classification: _____

Business Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

Business Telephone No: _____ Facsimile No.: _____

E-Mail Address: _____

SIGN HERE: _____

Signature of Bidder

Print Name and Title of Bidder

Executed this _____ day of _____, 20____ at _____, California.

ARTICLE 1 - BONDING ASSISTANCE

In the event Bidder has received assistance in obtaining bonding for this project, Bidder shall set forth name and nature of firm providing such assistance. Should that firm be listed as subcontractor, Bidder shall set forth the percentage of contract to be performed by that subcontractor.

Firm Providing Assistance and Nature of Assistance

Subcontractor: Yes No Percentage: _____

ARTICLE 2 - CERTIFICATION-BID DEPOSITORY AND FEDERAL COURT FINDINGS

2.1 By signing this Bid Form, Bidder certifies that in preparation of this Bid Form, no bid was received by the Bidder from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by Bidder, or the submission to Bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the State to pursue any remedy authorized by law, and shall include the right, at the option of the State, of declaring any contract made as a result thereof to be void.

2.2 By signing this Bid Form, Bidder swears under penalty of perjury that representations of the bid with respect to the bidder's license are true and that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

ARTICLE 3 - STATEMENT OF COMPLIANCE-NONDISCRIMINATION

Bidder (hereinafter referred to as "prospective contractor" in this Statement) by signing this Bid Form, hereby certifies, unless specifically exempted, compliance with the Government Code Section 12990 (a-f), and CCR, Title 2, Division 4, Chapter 5, Section 8103, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical disability (cancer), age (over 40), marital status, and denial of family care leave.

ARTICLE 4 - QUESTIONNAIRE

4.1 In accordance with the Public Contract code, Section 10162, the Bidder shall complete the following questionnaire:

4.1.1 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or Local government project because of a violation of law or a safety regulation?

Yes No

4.1.2 Has the Bidder, any officer of the Bidder, or any employee of the bidder who has a proprietary interest in the Bidder ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA agencies for employee records as required by CCR, Title 8, Section 5208 and CFR 40, Part 61?

Yes No

If the answer to either 4.1.1 or 4.1.2 above is "Yes", then give the date(s) of the citation(s) or failure to make notifications, and explain the circumstances by attachment to this Bid Form.

SPECIAL TERMS AND CONDITIONS

1. 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. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem Contractor shall file a "Notice of Dispute" with:

Lee Thomas
Department of Forestry and Fire Protection
6105 Airport Road
Redding, CA 96002
Phone: (530) 224-2448

Within ten (10) days of CAL FIRE receiving Contractor's notice, the contracts manager or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

The State can immediately terminate this agreement for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State 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. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Agency Liability

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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

8. Consultant – Staff Expenses

Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

ADDITIONAL PROVISIONS

1. SUMMARY OF WORK

A) Project Coordination

Coordination between subcontractors, project planning and scheduling, including work area clearance tasks is the responsibility of Contractor. Delays in obtaining access to work areas due to subcontractor's performance shall not be cause for change orders.

B) Phasing

Contractor shall remove all environmentally regulated materials above, prior to any and all activities, which may cause their disturbance.

C) Observations

The State's Representative will observe the status and progress of the work for completeness and general compliance with the requirements of the Agreement, permits and appropriate ordinances (State, Federal, local).

D) Salvageable Materials

Consider all materials and items demolished or removed in the execution of the work unsalvageable unless specifically noted otherwise in the specifications or drawings.

E) Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of patent rights and shall hold the State, its consultants and architect harmless from loss on account thereof, but shall be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Agreement. However, if Contractor has reason to believe that the required design, process or product is an infringement of a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to the architect.

2. REQUIREMENTS

A. Rules/Regulations

- 1) Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at Contractor's expense.
- 2) Contractor shall cooperate with the CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.
- 3) Contractor and subcontractor shall comply with State and/or local air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the contract. If there is a conflict between the State and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.

B. License and Permits

Contractor shall be an individual or firm currently 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. 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.

C. Payment bond

Furnish a Payment Bond on form STD. 807 in an amount not less than one hundred percent (100%) of the Agreement price, if contract exceeds \$5,000. The bond will be released, less expenses, upon proof of satisfaction of all claims or 120 days after completion of all contracted work, whichever is later.

D. Performance bond

Furnish a faithful performance bond in a sum not less than one hundred percent (100%) of the total amount payable under the Agreement.

3. **INSURANCE**

A. General Provisions Applying to all Policies:

- 1) Coverage Term—Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal—Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. 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.
- 3) Deductible—Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause—Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating—All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) 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.
- 7) Inadequate Insurance—Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors—In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages, and limits required of Contractor.

B. Insurance Requirements

1) Commercial General Liability

Contractor shall maintain commercial general liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

The policy and certificate of insurance must include:

The State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

2) 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.

3) Workers Compensation and Employers 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. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. Except for State Fund, waiver of subrogation or right to recover endorsement in favor of the State must be attached to the certificate.

4. LIABILITIES

- A. Contractor shall, at own expense, rebuild, repair, restore, and make well all injuries or damages to any portion of the work before its completion and acceptance.
- B. State shall not be answerable or accountable in any manner for any occurrences over which Contractor has control and responsibility. This includes injury or damage from any cause that might have been prevented by the Contractor or Contractor's workers or anyone employed by Contractor. Occurrences include but are not limited to injury to any person whether worker or the public, damage to any portion of the work, damage to materials or equipment used, or damage to adjoining property.
- C. Contractor shall be responsible for any damage to any person or property resulting from defects, obstructions, or any other cause during the progress of the work at any time before its completion and final acceptance. State may retain money due Contractor under the Agreement until disposition has been made of any suits or claims for damages filed for injuries or damages sustained by contractor, contractor's servants, or agents.
- D. Neither the Director of CAL FIRE nor any other officer or employee of the department shall be personally responsible for any liability arising under the contract.

5. TIME

A. Schedule

- 1) A pre-construction meeting will be scheduled upon award of the Agreement.
- 2) Before any work can begin, Contractor shall submit a project schedule at the pre-construction meeting.
 - (a) Project schedule will be based upon project phases in Exhibit A, Scope of Work.
 - (b) Project schedule shall include important phases, critical paths and interface of trades involved in the work.
 - (c) Contractor shall coordinate with the State Representative to establish a schedule of the work to be performed. This schedule will coordinate any interruptions to State operations if necessary.
 - (d) Contractor shall obtain written approval from State prior to altering project schedule.
- 3) Once the Agreement has been approved, the State Representative shall designate in writing the starting day of the project when Contractor shall immediately begin work.

B. Contract Time

The Contractor shall complete all the work of the Agreement within the contract time of thirty (30) calendar days, starting on the Start Date stipulated in the Notice to Proceed of which the Contractor will receive no less than 5 days in advance.

C. Extensions

Contractor is obligated to satisfactorily complete the work on or before the Agreement's expiration date. If the work called for under the Agreement is not completed within the time specified, the State shall have the right to extend or not extend the time limit for its completion as may best serve the interest of the State.

6. LABOR

A. Apprentices

1) Properly registered apprentices may be employed. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

B. Prevailing wages – (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, Contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, Contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of Contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five (\$25) per day as a penalty to the State for each worker employed under the Agreement in violation of this law.
- 5) In accordance with Labor Code section 1815, Contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

C. Payroll records

Contractor and subcontractors shall keep accurate payroll records on each journey level employee, apprentice, other worker or employee working under this Agreement. Contractor shall provide a certified copy of payroll records when requested by an employee, public, State, Division of Labor Standards Enforcement, or Apprenticeship Standards of Department of Industrial Relations. Contents of payroll records and obligations for making information available are found in Labor Code section 1776. Prime Contractor shall be responsible for compliance with this section.

D. Employment of undocumented aliens – SCM 10.30, A.

No state agency or department, as defined in Public Contract Code, Section 10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code, Section 6101.

7. THE WORK

A. Work Site

- 1) Contractor shall be entirely responsible for any damage to the property due to causes attributable to this work. All such damaged portions shall be repaired when directed and as required to place them in as good condition as existed before the commencement of the work.

B. Changes

- 1) If any conflict arises between provisions of the plans, specifications, scope of work, and any such law, then Contractor shall notify the State at once.
- 2) Whenever the necessity for a change arises either at the request of Contractor or at the request of the State, Contractor shall prepare a full and completely detailed estimate of cost and time for the change. Upon approval, Contractor shall proceed on a time and material basis, keeping an accurate daily record of the cost of labor and material used. Contractor will only be paid for actual additional work performed.
- 3) Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors in plans, specifications, or scope of work requiring immediate clarification in order to avoid a serious work stoppage, or changes of a kind where the extent cannot be determined until completed are types of emergency changes which may be authorized by the State in writing to Contractor.

C. Acceptance

- 1) Until the State makes formal acceptance of the work, Contractor shall have the charge and care and shall bear the risk of injury or damage to any part of the work.
- 2) The State will accept work performed under this contract in writing when all work has been completed satisfactorily to the State. In judging the work, no allowance for deviations from the original scope of work will be made unless already approved in writing at the proper times and in the manner called for in the Agreement.

D. Rejection

- 1) Should any portion of the work or materials fail to comply with the scope of work or provisions listed herein, the work or materials will be rejected. Contractor will immediately correct the work or materials in question, to the satisfaction of the State.
- 2) Any work done that does not comply with any laws, rules, or regulations will be remedied at Contractor's expense.

E. Guarantees

Contractor shall unconditionally guarantee the work of the contract to be free of defects in workmanship and materials for a period of one year from date of State's acceptance of the work.

8. COST

Contractor will only be paid for work performed and is not entitled to any unused funds under this Agreement.

9. THE WORK SITE

A. Use of State Property

- 1) On site storage and work areas: The State will allocate available on site storage and work areas to Contractor, subject to such changes as may be necessitated by job progress.
- 2) State Property: Except as otherwise shown or specified, work operations shall be confined to State property and shall not encroach on areas other than those designated or approved for such use by State.
- 3) Ascertain, observe, and comply with rules and regulations in effect at occupied State facilities, including, but not restricted to, parking and traffic regulations, security restrictions, hours of allowable ingress and egress as to main arteries, occupied buildings, and the like.
- 4) Fully inform each subcontractor and material supplier of the requirements of applicable safety orders.

- 5) Contractor shall be entirely responsible for any damage to the property due to hauling or other causes attributable to this work. All such damaged portions shall be repaired when directed and as required to place them in as good condition as existed before the commencement of the work.

B. Temporary Facilities and Controls

- 1) Contractor shall be responsible for, provide, and maintain all proper temporary walks, roads, guards, railing, lights and warning signs and shall take precautions at all time to avoid injury or damage to any person or any property.
- 2) Field Office: Contractor may provide field office facilities for Contractor's use as desired. Contractor's field office shall be neat and substantial. Contractor therefore shall pay all expenses.
- 3) Telephone, electric, and water service required by Contractor shall be provided and paid for by Contractor, if, and as needed in performance of work.

C. Parking

Contractor shall coordinate with State's Representative prior to mobilization.

D. Building Security

- 1) Contractor shall maintain personnel on the site at all times when any portion of the work area(s) is open or not properly secured, including at any hazardous waste transport vehicles. Secure work areas completely at the end of each working day.
- 2) Contractor shall provide adequate security within the work site during working and non-working hours.

E. Construction Equipment

- 1) Contractor shall erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.
- 2) Contractor shall provide and maintain scaffolding, staging, runways, fencing and similar equipment, as needed.

F. Safety Precautions

- 1) Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the State, other owners (other than the State) and users of adjacent sites and utilities.
- 2) Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives and other hazardous materials or equipment necessary for execution of work. Contractor shall employ properly qualified personnel for supervision of same.

10. CLEANING

- A. Contractor shall at all times keep premises free from accumulations of waste material or rubbish caused by Contractor's employees or work, or employees or work of subcontractors, and shall remove rubbish from and about areas of work and Contractor's and subcontractors' tools, scaffolding and surplus materials and shall leave the work "broom clean", or its equivalent, except as hereinafter specified. In case of dispute between Contractor and other contractors employed on or about the work areas, as to responsibility for removal of rubbish, etc., or in case debris is not promptly removed as herein required, the State may remove rubbish, etc., and back-charge the Contractor.
- B. At all times, working area and site shall be kept clean and orderly. Dirt, debris, waste, rubbish and discarded implements and equipment shall be removed frequently and not allowed to accumulate more than 24 hours. Flammable and toxic materials shall not be stored in structures.

C. Disposal of Trash

- 1) Under no circumstances shall rubbish or waste material be disposed of in site fills or backfills. Debris, rubbish, and waste or surplus material shall be removed from the State property daily and legally disposed of.
- 2) Dispose of trash resulting from work, off State property, as it accumulates. Contractor shall pay fees required for use of public dumps. Burning on State property is prohibited.
- 3) All waste material that is hazardous or from an area contaminated by hazardous material must be disposed of in an approved, licensed, permitted fashion and must be done as specified.
- 4) Contractor shall protect all adjoining and nearby State and public property, buildings, roads, and streets from dust, dirt, debris, or other nuisance arising out of contractor's operations.
- 5) At completion the work site shall be cleared of tools, false work, equipment and rubbish and the entire project, including surrounding premises, shall be left in proper, clean condition. Upon completion of the work or as directed, Contractor shall replace premises and adjacent property in good condition.

11. CLOSEOUT PROCEDURES

- A. When Contractor considers work has reached substantial completion, submit written certification that work is ready for inspection.
- B. Final Cleaning by Contractor
- 1) Contractor shall keep the project site and surrounding areas free from waste materials and/or rubbish caused by operations under the contract and other times when directed by the State. At all times while finish work is accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the work, Contractor shall remove from the project site Contractor's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the project site thoroughly clean, and ready for the State's final inspection.
 - 2) If Contractor fails to clean up as provided in the contract, the State may do so and charge the cost thereof to Contractor.

12. LIQUIDATED DAMAGES

For every day that the work remains unfinished after the time fixed for completion in the Agreement, as modified by any approved extension of time, damage will be sustained by the State. Because of the difficulty in computing actual material loss and disadvantages to the State, it is determined in advance that Contractor shall pay to the State as liquidated damages the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) as representing a reasonable forecast of actual damages which the State will suffer by failure of Contractor to complete the work within the time fixed for completion of the Agreement. Execution of the agreement shall constitute acknowledgement by Contractor that Contractor agrees that the State will actually suffer damages in the amount fixed for every day during which completion of the work is avoidably delayed beyond the time fixed for completion in the Agreement.