

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

Form Name	Attachment No	# Pages
Invitation for Bid- Cover Letter		1
Invitation for Bid		12
Bid Proposal, ADM 1412	1	1
Bidder Declaration form GSPD-05-105	2	2
Contractor Certification Clauses	3	4
Non-Collusion Affidavit for Public Works	4	1
Bid/Bidder Certification Sheet	5	2
Bidder's Acknowledgement of Prevailing Wages	6	1
Darfur Contracting Act	7	1
Disabled Veteran Business Enterprise Declarations form STD 843	8	1
Copies of quotes from SB or DVBE subcontractors listed in form GSPD-05-105 (Attachment 2)	9	1
Bidder's Bond ADM 2010	10	1
Attachment Checklist	11	1
Proposed Form of Agreement, STD 213	12	27
California Disabled Veteran Business Enterprise (DVBE) Program Requirements – <u>NOT for Good and Information Technology</u>	Electronic - see email Broadcast 09/21/2009 at: http://www.documents.dgs.c a.gov/pd/poliproc/MASTER- DVBEReqPack- NOT%20GoodsIT.pdf	

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

YOUR RETURN ADDRESS	Agreement No. 10A1254 Bid Due Date: 5/31/11	<div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;">Postage</div>
Department of Transportation Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4 th Floor, MS 65 Sacramento, CA 95816-7006		
BID SUBMITTAL DO NOT OPEN		

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6837 or 6000

FAX (916) 227-6155

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

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

May 7, 2011

**INVITATION FOR BID (IFB)
IFB # 10A1254
Notice to Prospective Contractors**

You are invited to review and respond to this IFB #**10A1254**, entitled, Guardrail Repair and/or Replacement along state highways in District 10. In submitting your bid, you shall comply with the instructions found herein.

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

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

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

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

The designated contact person for this IFB is:

Lynn Ly
Caltrans
(916) 227-6047 phone
(916) 227-6034 fax

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

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

Sincerely,

Lynn Ly
Acquisition Analyst

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A) Purpose and Description of Services

1. Contractor shall provide all labor equipment, tools, traffic control and lane closures, and incidentals to reconstruct or replace damaged Metal Beams Guard Rail (MBGR), MBGR Barrier Double Blocked with Channel, Thrie Beam, Thrie Beam Barrier Double Blocked, MBGR Transition Railing Type WB, Single and Double Thrie Beam Transition Railings types STB and DTB, SRT 350, ET 2000, and CAT-350 Terminal Assemblies along State Highways.
2. The services shall be performed within District 10 at various state routes in Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne counties. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 12** for a more complete description of services.

B) Bidder's Minimum Qualifications

The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A (General Contractors), C-13 (Fencing), or C-32 (Parking & Highway Improvement)** license.

C) Bid Requirements and Information

1. Time Schedule

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

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	5/7/11	
Written Question Submittal	5/17/11	
Final Date and Time for Bid Submission	5/31/11	2:15 PM
Bid Opening	5/31/11	3:00 PM

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by May 17, 2011.
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 10A1254. Questions must be sent to the following

MAIL OR FAX TO:

Caltrans
Division of Procurement and Contracts
Attention: Lynn Ly
1727 - 30th Street, MS-65
Sacramento, CA 95816
Fax No.: (916) 227-6155

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the BidSync website (see below). It is the responsibility of the Bidder

to access the website for any changes or Addenda that may be posted. Refer to this **IFB, Section C) 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the Bidder to check BidSync for all addenda. Bidder can contact the Acquisition Analyst named above:

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

3. Inclusive Costs

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

4. Employment of Undocumented Workers

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

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

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

6. State General Prevailing Wage Rates

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

7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current (**Class A, C-13, or C-32**) license issued by the California Contractors State License Board (CSLB), for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a

valid license issued by the CSLB will be performed by Caltrans (reference Business & Professions Code section 7028.15).

8. Subcontractors

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

9. Non-Collusion Affidavit for Public Works

Bidder must submit, as described herein, a notarized non-collusion affidavit for public works. The Non-collusion affidavit is attached to this IFB as attachment 4. Failure to submit a complete notarized affidavit shall be rejection of bid.

10. Bonds

- A. **Bid Bond Required:** Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid as described herein. The Bidder's bid bond shall be no less than ten percent (10%) of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond shall be cause for rejection of bid. *The bidder may also submit, in lieu of a bidder's bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.
- B. **Payment Bond Requirement:** The successful bidder will be required to provide, prior to commencement of work under a Task Order, a Payment Bond for 100 percent (100%) of the Task Order, if the Task Order is over \$25,000. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Task Order. Refer to Bonds in Exhibit D of the Proposed Form of Agreement (Attachment 12).

11. Insurance

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

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

12. Darfur Contracting Act

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

13. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit by dates and times shown in the IFB, Section C) Bid Requirements and Information, Item 1) Time Schedule.

B. The mailing package/envelope should be labeled as follows:

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

YOUR RETURN ADDRESS	Agreement No. 10A1254 Bid Due Date: 5/31/11 Bid Due Time: 2:15 P.M. Bid Opening: 3:00 P.M. Attention: Lynn Ly
	Department of Transportation Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006
BID SUBMITTAL DO NOT OPEN	

C. **Late bids will not be considered.**

- D. All bids shall include the documents identified on the IFB's Attachment Checklist (Attachment 11). Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at 227-6000 to have your bid package picked up.
- G. Bid opening will be held at the above address at **3:00 PM** on the date specified in Section C - Bid Requirements and Information, 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at **2:50 PM** until the conclusion of the Bid Opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid Opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 P.M. on the day

following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.

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

GTC are not negotiable. The GTC 610 may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

14. 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. Caltrans will evaluate each bid to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

15. Award and Protest

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

Department of Transportation
Division of Procurement & Contracts
Attention: Bid, Protest, & Dispute Branch Chief
1727 30th Street, MS 65
Sacramento, CA 95816
Phone Number: (916) 227-6837
Fax Number: (916) 227-1950

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

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

16. Standard Conditions of Service

- A. After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to Caltrans for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- B. All performance under the contract shall be completed on or before the termination date of the contract.
- C. Antitrust Provisions
 - 1) The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code (BPC)] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be

deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

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

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. GC section 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations (2 CCR) 1896 *et seq.*
- B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If

prospective Contractor is claiming the five percent (5%) SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (Attachment 5).

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

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with Goals

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

For each certified DVBE subcontractor listed on the Bidder Declaration, GSPD-05-105, the Bidder shall submit a copy of the quotes from each DVBE as Attachment 9, titled "Quotes from DVBE Subcontractors." as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

- 3) Additional references: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

B. DVBE Incentive Program

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

Required 3% Goal

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

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

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (ALPINE COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
2	1	Each	Install Cable Anchor Assemblies SRT 350		
3	1	Each	Install Cable Anchor Assemblies ET 2000		

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

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

TOTAL THIS PROPOSAL

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (AMADOR COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE	OF
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
4	200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
5	1	Each	Install Cable Anchor Assemblies SRT 350		
6	1	Each	Install Cable Anchor Assemblies ET 2000		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (CALAVERAS COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
7	200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
8	1	Each	Install Cable Anchor Assemblies SRT 350		
9	1	Each	Install Cable Anchor Assemblies ET 2000		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (MARIPOSA COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE	OF
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
10	200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
11	1	Each	Install Cable Anchor Assemblies SRT 350		
12	1	Each	Install Cable Anchor Assemblies ET 2000		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (MERCED COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
13	1000	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
14	300	Linear Feet	Reconstruct MBGR Barrier Double Blocked with Channel		
15	400	Linear Feet	Reconstruct Thrie Beam		
16	400	Linear Feet	Reconstruct Thrie Beam Barrier Double Blocked		
17	4	Each	Install Cable Anchor Assemblies SRT 350		
18	2	Each	Install Cable Anchor Assemblies ET 2000		
19	2	Each	Install Cable Anchor Assemblies CAT 350		
20	10	Each	Install WB Transition Railing		
21	2	Each	Install STB Transition Railing		
22	2	Each	Install DTB Transition Railing		

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

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

TOTAL THIS PROPOSAL

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (SAN JOAQUIN COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
23	1200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
24	400	Linear Feet	Reconstruct MBGR Barrier Double Blocked with Channel		
25	300	Linear Feet	Reconstruct Thrie Beam		
26	300	Linear Feet	Reconstruct Thrie Beam Barrier Double Blocked		
27	4	Each	Install Cable Anchor Assemblies SRT 350		
28	2	Each	Install Cable Anchor Assemblies ET 2000		
29	1	Each	Install Cable Anchor Assemblies CAT 350		
30	15	Each	Install WB Transition Railing		
31	2	Each	Install STB Transition Railing		
32	2	Each	Install DTB Transition Railing		

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

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

TOTAL THIS PROPOSAL

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STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (STANISLAUS COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE	OF
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
33	1200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
34	400	Linear Feet	Reconstruct MBGR Barrier Double Blocked with Channel		
35	300	Linear Feet	Reconstruct Thrie Beam		
36	300	Linear Feet	Reconstruct Thrie Beam Barrier Double Blocked		
37	4	Each	Install Cable Anchor Assemblies SRT 350		
38	2	Each	Install Cable Anchor Assemblies ET 2000		
39	2	Each	Install Cable Anchor Assemblies CAT 350		
40	15	Each	Install WB Transition Railing		
41	2	Each	Install STB Transition Railing		
42	2	Each	Install DTB Transition Railing		

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

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

TOTAL THIS PROPOSAL

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1 (TUOLUMNE COUNTY)

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
43	200	Linear Feet	Reconstruct Metal Beam Guard Rail (MBGR)		
44	1	Each	Install Cable Anchor Assemblies SRT 350		
45	1	Each	Install Cable Anchor Assemblies ET 2000		
46	300	Hours	Traffic Control (ALL COUNTIES)		
47	N/A	LUMP SUM	Material Reimbursement per Sect. 6(A) of the Scope of Work in the Standard Agreement (Original signed receipt required for reimbursement).	Actual Cost	\$50,000.00

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS SHEET

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

TOTAL THIS PROPOSAL

ATTACHMENT 2

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

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____ (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

CONTRACTOR CERTIFICATION CLAUSES

CCC-307

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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

BID/BIDDER CERTIFICATION SHEET

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

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

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

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

Completion Instructions for Bid/Bidder Certification Sheet

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

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

ATTACHMENT 6

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

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

Bidder's Signature

Date

Attachment 7
Darfur Contracting Act

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

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 8

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: DVBE Reference Number:

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

Solicitation/Contract Number: SCPRS Reference Number: (FOR STATE USE ONLY)

SECTION 2

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

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

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

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

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

Firm/Principal Phone: Address:

SECTION 3

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

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. Seq
The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

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

(Printed Name) (Signature) (Date Signed)
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

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

ATTACHMENT 9

Invitation for Bid No. 10A1254

QUOTES FROM SB OR DVBE SUBCONTRACTORS

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

Bond No. _____

We _____
_____ as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

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

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

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

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

Dated: _____, 20__.

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

Principal

Surety
By _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

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

(SEAL) _____
Notary Public

ATTACHMENT 11
Invitation for Bid No. 10A1254

ATTACHMENT CHECKLIST

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

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

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal, ADM 1412
_____ Attachment 2	Bidders Declaration, GSPD-05-105
_____ Attachment 3	Contractor Certification Clause (CCC 307)
_____ Attachment 4	Non-Collusion Affidavit for Public Works (must be notarized)
_____ Attachment 5	Bid/Bidder Certification Sheet
_____ Attachment 6	Bidder's Acknowledgement of Prevailing Wage Requirements
_____ Attachment 7	Darfur Contracting Act
_____ Attachment 8	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
_____ Attachment 9	Quotes from SB or DVBE Subcontractors
_____ Attachment 10	Bidder's Bond ADM 2010
_____ Attachment 11	Attachment Checklist
_____ Copy	Contractor's License

ATTACHMENT #12
 Proposed Public Works Agreement

AGREEMENT NUMBER
10A1254
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: **TBD** through **TBD**



3. The maximum amount of this Agreement is: **TBD**

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

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

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

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.)		
TBD		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Transportation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
Division of Procurement and Contracts, MS 65 1727 30 th Street, Sacramento, CA 95816		

Exempt per: PCC 10107, 10295

EXHIBIT A
Public Works – State

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Transportation (Caltrans) as described herein:

Contractor agrees to provide all labor equipment, tools, traffic control and lane closures, and incidentals to reconstruct or replace damaged Metal Beams Guard Rail (MBGR), MBGR Barrier Double Blocked with Channel, Thrie Beam, Thrie Beam Barrier Double Blocked, MBGR Transition Railing Type WB, Single and Double Thrie Beam Transition Railings types STB and DTB, SRT 350, ET 2000, and CAT-350 Terminal Assemblies along State Highways.

2. The services shall be performed in District 10, at various State routes in the counties of Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne.
3. This Agreement will commence on the start date TBD, as presented herein or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on TBD. The services can be provided during working hours from 7:00 a.m. to 4:00 p.m., Monday through Friday, or at night between the hours of 2000-0600 hours, Sunday through Thursday, except holidays. The parties may amend this Agreement as permitted by law.
4. Department of Transportation's Standard Specifications (dated May 2006): This Agreement cites specific portions of the Department's Standard Specifications. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standard Specifications are not applicable to this Agreement. The Standard Specifications can be accessed via the internet at <http://www.dot.ca.gov/hq/esc/oe/>.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

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

EXHIBIT A
Public Works – State

6. Description of Work

A. GENERAL

1. Contractor to reconstruct guardrail, thrie beam barrier, transition railing, and replace cable anchor assemblies, Barrier Transition Railing and install end treatments on freeways, on and off ramps, expressways and secondary two lane roads. Contractor to remove all non-usable posts, blocks, and hardware, guardrail, channel rail, and cable assemblies. These items will be returned to the Caltrans Maintenance Station closest to the project and disposed of there.
2. Contractor shall supply all materials necessary to complete all reconstruction of guardrail to include all MBGR, Transition Railing, channel rail, terminals, returns, posts and blocks, and all cable anchor assemblies (SRT 350's, ET 2000's, CAT 350). Contractor supplied materials and supplied components will be paid for at cost, from invoices, with no additional costs or markups added and according to Section 9-1.03A (2) of the Standard Specifications. Miscellaneous hardware required, including bolts and fasteners shall be included in the contract price bid for each item.
3. Full compensation for all labor, tools, miscellaneous hardware, equipment and incidentals required to perform the repairs to State highway right of way, reconstruction or replacement of damaged guardrail, thrie beam barrier, transition railings, and cable anchor assemblies (SRT 350's, and ET 2000's, CAT 350's) shall be considered as included in the contract price for each item as listed below. Furnishing and installing work area traffic control devices, and flagging shall be considered in the contract price paid for traffic control per hour.

Contract Bid Items:

Reconstruct Metal Beam Guard Rail (MBGR)
Reconstruct MBGR Barrier Double Blocked with Channel
Reconstruct Thrie Beam
Reconstruct Thrie Beam Barrier Double Blocked
Install Cable Anchor Assemblies:

- SRT 350
- ET 2000
- CAT 350
- Transition Railing (WB)
- Thrie Beam Transition Railing (STB) and (DTB)

Traffic Control

EXHIBIT A
Public Works – State

B. Reconstruct Metal Beam Guard Railing

1. Damaged metal beam guard railing to be reconstructed shall be disassembled by removing the rail elements, end sections, terminal sections and return sections from the posts and blocks. All posts and blocks affected shall be removed completely and concrete anchors shall be removed to a depth of not less than one foot below the adjacent finished grade.
2. Damaged posts, blocks, and hardware shall be replaced. New blocks, posts and hardware shall be added to conform to the standard post spacing (6'-3"). New posts and blocks shall be alternated with existing posts and blocks in the new location. New posts, blocks, and hardware shall conform to the requirements of Section 83-1.02B, "Metal Beam Guard Railing", of the Standard Specifications.
3. New metal beam guardrail elements and required new backup plates, terminal sections, end sections, and return sections shall conform to requirements of Type 2 W-Beam as shown in AASHTO Designation: M180.

C. Reconstruct Thrie Beam Barrier

Thrie beam barrier shall conform to the provisions in Section 83-2, "Barrier", of the Standard Specifications and these special provisions. Damaged thrie beam barrier to be reconstructed shall be disassembled by removing the rail elements, end sections, terminal sections and return sections for the posts and blocks. Affected posts and blocks shall be removed completely. If the concrete anchors are damaged, the concrete anchors shall be removed to a depth of not less than one foot below the adjacent finished grade.

D. Reconstruct Metal Guardrail Transitions (WB, STB and DTB)

1. Metal guard rail transition railing shall conform to the provisions in Section 83-2, "Barrier", of the Standard Specifications and these special provisions. Damaged transition railing to be reconstructed shall be disassembled by removing the rail elements, end sections, terminal sections and return sections for the posts and blocks. Affected posts and blocks shall be removed completely and concrete anchors shall be removed to a depth of not less than two feet below the adjacent finished grade.
2. All metal components of the removed metal and thrie beam guard railing that are not damaged shall be used in the reconstruction work. Damaged components and other components such as treated posts and blocks shall be

EXHIBIT A
Public Works – State

disposed of according to the Department of Toxic Substance Control (DTSC) regulations. The removed guard railing, rails, terminals, and returns that are not used in the reconstruction work shall be disposed of at the Caltrans Maintenance Station closest to the project.

3. Full compensation for disposing of all components not used in the reconstruction work shall be considered as included in the contract price paid per linear foot, and no separate payment will be made there for.

E. Cable Anchor Assemblies

Cable anchor assemblies SRT 350, or ET 2000, CAT-350 for reconstructed metal beam guard railing will be supplied by Caltrans and shall conform to the requirements specified under “Reconstruct Metal Beam Guard Railing” in the special provisions.

1. Terminal System SRT-350

- a. The contract unit price paid for terminal system (SRT-350), shall include full compensation for furnishing all labor, materials, (including hardware and Type P marker panels), tools, equipment, and incidentals, and for doing all work involved in furnishing and installing the terminal system, complete in place, as shown on the plans, as recommended by the manufacturer, as specified in the Standard Specifications and in these special provisions, and as directed by the Contract Manager or his/her designee.
- b. Terminal System (SRT-350) shall be installed as specified in the special provisions and/or in accordance with the manufacturer’s recommendations.
- c. The terminal system shall be an energy absorbing terminal type, Model No. SRT-350, as made by Syro Steel Company, or equal, and shall include all the items listed for “Terminal System (SRT-350)” shown on the attached plans.
- d. Guard railing elements shall be galvanized 12-gage steel, conforming to the requirements of ASSHTO Designation M-180. Wood posts and blocks shall conform to the requirements of ASSHTO Designation M-168 and shall be treated with preservative as specified in AASHTO Designation M-133.
- e. High strength bolts and nuts for guardrail connections shall conform to AASHTO Designation M-325. Plate washers used for such connections shall be commercial quality. Section 75-1.05, “Galvanizing”, of the Standard Specifications.

EXHIBIT A
Public Works – State

- f. A Type P marker panel shall be attached to the first wood post when directed to by the Contract Manager or his/her designee. The marker panel shall be firmly fastened with commercial quality hardware or by other methods approved by the Contract Manager or his/her designee.
- g. Contractor shall provide the Contract Manager or his/her designee one (1) copy of the manufacturer's plan and parts list for each model installed.
- h. Contractor shall provide the Contract Manager or his/her designee with the manufacturer's Certificate of Compliance in accordance with the provisions of Section 6-1.07, "Certificates of Compliance", of the Standard Specifications. Said certificate shall certify that the terminal systems comply with the plans and specifications, confirm to the pre-qualified design and material requirements, and were manufactured in accordance with the approved quality control program.
- i. Terminal system (SRT-350) will be measured and paid for by the unit determined from actual count in place in the completed work.

2. Terminal System ET-2000

- a. The contract unit price paid for terminal system (ET-2000), shall include full compensation for furnishing all labor, materials (including hardware and Type P marker panels), tools, equipment, and incidentals, and for doing all work involved in furnishing and installing the terminal system, complete in place as shown on the plans, as recommended by the manufacturer, as specified in the Standard Specifications and these special provisions, and as directed by the Contract Manager or his/her designee.
- b. Terminal System (ET 2000) shall be installed as specified in the special provisions and/or in accordance with the manufacturer's recommendations.
- c. The terminal system shall be an energy absorbing terminal type, SYRO Model No. ET-2000 (Option "B") as made by the Syro Steel Company, or equal, and shall include all the items listed for "Terminal System" (ET-2000) shown on the attached plans.
- d. Guard railing elements shall be galvanized 12-gage steel, conforming to the requirements of AASHTO Designation M-180. Wood Posts and blocks shall conform to the requirements of AASHTO Designation M-168 and shall be treated with preservative as specified in AASHTO Designation M-133.
- e. High strength bolts and nuts for guardrail connections shall conform to ATSM Designation A325. Plate washers used for such connections shall be

EXHIBIT A
Public Works – State

commercial quality. Bolts, nuts, and plate washers shall be galvanized in accordance with the provisions in Section 75-1/05, “Galvanizing”, of the Standard Specifications.

- f. A Type P marker panel shall be attached to the first wood post. The marker panel shall be firmly fastened with commercial quality hardware or by other methods approved by the Contract Manager or his/her designee.
- g. Contractor shall furnish to the Contract Manager or his/her designee one (1) copy of the manufacturer’s plan and parts list for each model installed.
- h. Contractor shall provide the Contract Manager or his/her designee with the manufacturer’s “Certificate of Compliance” in accordance with the provisions of Section 6.1.07, “Certificates of Compliance, of the Standard Specifications. Said certificate shall certify that the terminal systems comply with the plans and specifications, conform to the pre-qualified design and material requirements, and were manufactured in accordance with the approved quality control program.
- i. Terminal system (ET-2000) will be measured and paid for by the unit determined from actual count in place in the completed work.

3. Attenuating Terminal System CAT-350

- a. The contract unit price paid for terminal system (CAT-350), shall include full compensation for furnishing all labor, materials, (including hardware and Type P marker panels), tools, equipment, and incidentals, and for doing all work involved in furnishing and installing the terminal system, complete in place, as shown on the plans, as recommended by the manufacturer, as specified in the Standard Specifications and in these special provisions, and as directed by the Contract Manager or his/her designee.
- b. Terminal System (CAT-350) shall be installed as specified in the special provisions an/or in accordance with the manufacturer’s recommendations.
- c. The terminal system shall be an energy absorbing terminal type, Model No. CAT-350, as made by Trinity Industries, or equal, and shall include all the items listed for “Terminal System (CAT-350)” shown on the attached plans.
- d. Guard railing elements shall be galvanized 12-gage steel, conforming to the requirements of ASSHTO Designation M-180. Wood posts and blocks shall conform to the requirements of ASSHTO Designation M-168 and shall be treated with preservative as specified in AASHTO Designation M-133.

EXHIBIT A
Public Works – State

- e. High strength bolts and nuts for guardrail connections shall conform to AASHTO Designation M-325. Plate washers used for such connections shall be commercial quality. Section 75-1.05, “Galvanizing”, of the Standard Specifications.
- f. The terminal system shall be installed in accordance with the manufacturer’s recommendations.
- g. A Type P marker panel shall be attached to the first wood post when directed to by the Contract Manager or his/her designee. The marker panel shall be firmly fastened with commercial quality hardware or by other methods approved by the Contract Manager or his/her designee.
- h. Contractor shall provide the Contract Manager or his/her designee one (1) copy of the manufacturer’s plan and parts list for each model installed.
- i. Contractor shall provide the Contract Manager or his/her designee with the manufacturer’s Certificate of Compliance in accordance with the provisions of Section 6-1.07, “Certificates of Compliance”, of the Standard Specifications. Said certificate shall certify that the terminal systems comply with the plans and specifications, confirm to the pre-qualified design and material requirements, and were manufactured in accordance with the approved quality control program.
- j. Terminal system (CAT-350) will be measured and paid for by the unit determined from actual count in place in the completed work.

F. Wood Post and Block Boring

- a. Where field cutting or boring of wood posts and blocks is required after treatment, all cuts and holes shall be treated with copper naphthenate as specified in AWPA Standard M4. Application of preservative in the field shall conform to the requirements in the last paragraph in Section 58-1.04, “Wood Preservative for Manual Treatment” of the Standard Specifications.
- b. All metal components of the removed thrie beam barrier that are not damaged components shall be used in the reconstruction work. Damaged components and other components of the removed guard railing that are not used in the reconstruction work shall be disposed of.

EXHIBIT A
Public Works – State

G. Oleander Trimmings

- a. Existing oleanders, trees, and shrubs shall be trimmed as directed by the Contract Manager or his/her designee to clear the work area. Trimmings shall be disposed of outside the highway right of way as provided in Section 7-1.13 of the Standard Specifications.
- b. Full compensation for trimming existing plants and disposing of the trimming, and disposing of metal component not used in the reconstruction work shall be considered as included in the contract price paid per linear foot for reconstructed metal beam guard railing and no separate payment will be made therefore.

EXHIBIT B
Public Works - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, Attachment 1, or appropriate section in Exhibit B. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with Bid Proposal, Attachment 1, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number
 - 2) Dates of Service
 - 3) Location of Service (Co./Rte./P.M.)
 - 4) Types of Services
 - 5) Hourly Rates
 - 6) Receipts for Material and Supplies
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
District 10 Maintenance
Attention: **TBA**
XX
Stockton, CA 95206

- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. This allows Caltrans to honor early payment discounts and make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one-half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal

EXHIBIT B
Public Works - State

delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the California State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D, 4. B. Termination.

3. Prompt Payment Clause

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

4. Cost Limitation

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

5. Materials/Supplies

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

6. Cost Principles

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

EXHIBIT B
Public Works - State

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

7. Inclusive Costs

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

8. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by its Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code (LC) and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of LABOR CODE Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.

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- 2) The payroll records enumerated under paragraph (1) above shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at the Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5) The Contractor shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, it shall, as a penalty to Caltrans, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

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- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said LABOR CODE Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

9. Penalty

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

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wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.

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

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amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

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

10. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to LABOR CODE Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1) More than \$25,000 for public works construction or,
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State Prevailing Wage Rate Determinations

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

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12. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to Caltrans, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code (LC), and in particular LABOR CODE Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

13. Employment of Apprentices

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

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SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

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

2. Subcontractors

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

3. Termination

- A. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor,

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Subcontractors, and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

5. Default

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.
- B. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.

6. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)

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

3% of work for DVBE(s)

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

- C. Substitutions of DVBEs. Contractor must use the DVBE Subcontractors and/or suppliers contained in the solicitation response to Caltrans, unless a substitution has been pre-approved in writing by Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Caltrans Contract Manager. Failure to obtain approval of substitute Contractors before work is

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performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.

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

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

7. Laws to be Observed

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

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

8. Specific Statutory Reference

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

9. Equipment Indemnification

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

10. Force Majeure

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

11. Employment of Undocumented Workers

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

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12. Bonds

- A. The Contractor shall furnish a Payment Bond for not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement. The Payment Bond is due prior to the start date of work. No work may commence without receipt of a valid Payment Bond.
- B. Prior to commencement of work under this Agreement, the Contractor shall submit a Performance Bond for fifty percent (50%) of the Agreement amount. The Performance Bond is due prior to the start date of the work. No work may commence without receipt of a valid Performance Bond as noted herein above.

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ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision stating that coverage will not be cancelled without 30 days prior written notice to Caltrans.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Contractor fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the Caltrans.
- F. Caltrans will not be responsible for any premiums or assessments on the policy.

1) Commercial General Liability

- a) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- b) The insurance carrier must provide an endorsement for the additional insured statement as follows:

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

2) Automobile Liability

- a) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

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- b) The insurance carrier must provide an endorsement for the additional insured statement as follows:

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

3) Workers' Compensation

- a) Contractor shall maintain statutory workers' 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** per incident shall be required.
- b) In addition, whenever the performance of work is on State property or State controlled property, the State requires a Waiver of Subrogation for the Workers' Compensation Insurance.

2. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000.00** per incident and an annual aggregate amount of **\$2,000,000.00** shall be provided.

3. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A (General Contractors), C-13 (Fencing), or C-32 (Parking & Highway Improvement)** license.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered; however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must provide a current copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing with their State to Caltrans.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event

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the Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. Licensed Contractor Standards for Quality of Work

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

5. Debarment and Suspension Certification

- A. The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3) does not have a proposed debarment pending; and
 - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award, but will be considered

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in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply the initiating agency, and the dates of agency action.

6. Interfacing with Pedestrian Vehicular Traffic

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