

Solicitation 11A1707

OPERATED PAVER RENTAL

State of California

Bid 11A1707 OPERATED PAVER RENTAL

Bid Number 11A1707
Bid Title OPERATED PAVER RENTAL

Bid Start Date Apr 29, 2009 11:13:25 AM PDT
Bid End Date May 14, 2009 2:15:00 PM PDT
Question & Answer End Date May 6, 2009 5:00:00 PM PDT

Bid Contact Michelle Thompson
Acquisition Analyst
916-227-6476
michelle_thompson@dot.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

Caltrans is solicitng bids for a contractor to provide the on-call, as-needed rental of an operated self-propelled asphalt paver.

A motor carrier permit is required with bid submittal.

Prevailing wages are required.

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
Sample Task Order	2	1
Bidder Declaration, GSPD-05-105	3	2
Contractor Certification Clauses	4	4
Non-Collusion Affidavit for Public Works	5	1
Bid/Bidder Certification Sheet	6	2
Bidder's Acknowledgement of Prevailing Wages	7	1
Darfur Contracting Act	8	1
Attachment Checklist	9	1
Proposed Form of Agreement, STD 213	10	21

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:

If any portion of the bid package cannot be downloaded, it is the bidder's responsibility to request hard copies from the Bid Unit at: (916) 227-6075 or by faxing a request to (916) 227-1950.

YOUR RETURN ADDRESS	Agreement No. 11A1707	Postage
	Bid Due Date: May 14, 2009	
Caltrans Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006		
BID SUBMITTAL DO NOT OPEN		

DEPARTMENT OF TRANSPORTATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6476

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 711

*Flex your power!
Be energy efficient!*

April 30, 2009

**INVITATION FOR BID (IFB)
IFB # 11A1707
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB) 11A1707, entitled Operated Paver Rental. In submitting your bid, you must comply with the instructions found herein.

As required by Executive Order S-02-06, Caltrans is committed to meeting the State's 25% Small Business participation goal. Certified Small Businesses, Microbusinesses and contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified Small Businesses or Microbusinesses are encouraged to submit bids.

Note that all contracts entered into with the State of California, 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>.

If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 227-6075, Fax Number (916) 227-1950.

This contract requires Prevailing Wages. Refer to Attachment 10, Proposed Form of Agreement for requirement details.

The designated contact person for this IFB is:

Michelle Thompson

Caltrans

(916) 227-6476/Telephone Number

(916) 227-6007/Fax Number

Please note that no *verbal* information given will be binding upon the State 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.

Michelle Thompson
Acquisition Analyst

Table of Contents

SECTION:	PAGE
A) Purpose and Description of Service	3
B) Bidder Minimum Qualifications	3
C) Bid Requirements and Information	3
1. Time Schedule	3
2. Questions and Answers	3
3. Inspection of Equipment	4
4. Inclusive Costs	4
5. Employment of Undocumented Aliens	4
6. Small Business Preference	4
7. State Prevailing Wages	5
8. Motor Carrier Permit	5
9. Contractor License	5
10. Subcontractors	5
11. Bonds	6
12. Insurance	6
13. Darfur Contracting Act	6
14. Bid Submittal	7
15. Evaluation and Selection	9
16. Award and Protest	9
17. Standard Conditions of Service	10
D) Special Programs	11
Small Business Preference	11
Attachments	
1. Bid Proposal, ADM 1412	
2. Sample Task Order	
3. Bidder Declaration, GSPD 05-105	
4. Contractor Certification Clauses, CCC 307	
5. Non-Collusion Affidavit for Public Works	
6. Bid/Bidder Certification Sheet	
7. Bidder's Acknowledgement Of Prevailing Wage Requirements	
8. Darfur Contracting	
9. Required Attachment Check List	
10. Proposed Form of Agreement, STD 213:	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	
Exhibit D, Special Terms and Conditions	
Exhibit E, Additional Provisions	

A) Purpose and Description of Services

1. The Department of Transportation (Caltrans) is soliciting bids for a contractor to provide the on-call, as-needed rental of an operated self-propelled asphalt paver.
2. Equipment Rental to be furnished on a fully operated rental basis.
3. Duration of Agreement is twenty (20) months.
4. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 10** for a more complete description of services.

B) Bidder's Minimum Qualifications

1. A valid, current Class A or C-12 Contractor's license is required with bid submittal.
2. A valid, current Motor Carrier Permit is required with bid submittal.
3. At time of award, Contractor must carry the following insurance policies:
 - a. Commercial Liability
 - b. Workers' Compensation/Employer's Liability
 - c. Automobile Liability

Refer to Attachment 10, Proposed Form of Agreement, Exhibit E for specific amounts of insurance.

C) Bid Requirements and Information

1. Time Schedule

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

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	4/30/09	
Written Question Submittal	5/6/09	
Final Date and Time for Bid Submission	5/14/09	2:15 p.m.
Bid Opening	5/14/09	2:30 p.m.
Proposed Award Date (estimate)	7/1/09	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by May 6, 2009.
- B. Written questions must include the individual's name, firm name, complete address, and must reference IFB No. 11A1707. Questions must be sent to the following:

MAIL OR FAX TO:

Caltrans, MS-65
Division of Procurement and Contracts
Attention: Michelle Thompson
1727 - 30th Street
Sacramento, CA 95816
Fax No.: (916) 227-6007

Invitation For Bid
IFB Number 11A1707
Page 4 of 12

- C. Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded Bid Line: (916) 323-0156. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Caltrans's website. 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 inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Caltrans's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

- D. For Public Records Requests, reference Contract 11A1440 and send your request to: DPAC_Public_Records_Request@dot.ca.gov

3. Inspection of Equipment

- A. A request for the inspection of the equipment offered by the successful bidder before it departs for its designated location will be granted if approved by the State representative and if time and conditions warrant.
- B. The State's representative shall determine suitability of the equipment for its intended use, and its decision shall be final as of the date of inspection. No bid shall be considered for any equipment that is considered unsuitable or in unsatisfactory mechanical condition. Bids may not be considered for equipment from which the serial number or other means of identification has been removed. Equipment must be available for delivery on the job within **48** hours after it is requested by Caltrans.
- C. The Department reserves the right to inspect the equipment mentioned in the service Agreement when it has reported to the designated location ready for work and to cancel the service contract if the equipment is not capable of or is not giving satisfactory service in the opinion of the State representative.

4. 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 made thereof unless separate payment provisions in the Agreement should specifically so provide.

5. Employment of Undocumented Aliens

No state agency or department, as defined in California Public Contract Code (PCC) §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 aliens (PCC §6101).

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

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

7. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Imperial and San Diego as described in the attached Proposed Form of Agreement (Attachment 10). The Caltrans does not provide the specific craft/classification determination for specific work or services. The predetermined general prevailing wage rate publication, as set by the Director of Industrial Relations, may be obtained via the Internet: <http://www.dir.ca.gov>. It is the bidder's responsibility to ascertain and use the correct classification determination published by the Department of Industrial Relations.

8. Motor Carrier Permit

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper licensing requirements are met. An invalid license/permit will result in rejection of the bid. Caltrans will perform positive verification of a valid permit issued by the DMV. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

9. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current Class A General or C-12 Earthwork and Paving contractor's license issued by the California Contractors State License Board, 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 California Contractors State License Board will be performed by Caltrans (reference Business & Professions Code §7028.15).

10. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor is used, complete the Bidder Declaration, GSPD-05-105, Attachment 3. 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.

11. Bonds

The successful bidder will be required to provide, prior to commencement of work under a Task Order, a Payment Bond for 100% of the Task Order, if the Task Order is over \$25,000. The Payment Bond is due prior to the start date of the Task Order. No work may commence without receipt of a valid Payment Bond as noted herein above. Refer to the Proposed Form of Agreement, Attachment 10, Exhibit D, Bonds.

12. Insurance

- A. The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC 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 the **Proposed Form of Agreement, Exhibit E, Attachment 10**, for the applicable specific Insurance requirements and coverage limits.
- B. The insurance carrier **must** provide an endorsement for the additional insured and include the following statement:

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

13. Darfur Contracting Act

- A. Effective January 1, 2009, all solicitations for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). 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 Public Contract Code section 10475.
- B. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code 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. (Public Contract Code section 10477(a)).
- C. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three 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.
- D. 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 Public Contract Code section 10477(b).

Invitation For Bid
IFB Number 11A1707
Page 8 of 12

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. The State 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. The State's 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 are 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 attached Bid/Bidder Certification Sheet, **Attachment 6**. 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 the State, signed by the bidder or an agent authorized in accordance with Section K above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. The State 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. The State reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned to not rely on the State 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. The State 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 General Terms and Conditions (GTC) are not negotiable.** The **GTC 307** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

15. Evaluation and Selection

- A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The State will evaluate each bid to determine its responsiveness to the 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, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

16. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at: <http://caltrans-opac.ca.gov>.
- B. Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be 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 prior to the award of contract. When a protest has been submitted, the contract shall not be awarded until either the protest has been withdrawn or Caltrans has decided the matter.
- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans 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 (Caltrans)
Division of Procurement & Contracts, MS 65
Attention: Bid, Protest, & Dispute Branch Chief
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6096
Fax Number: (916) 227-6155

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

- G. Upon award of the contract, contractor must complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 et seq. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 4**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

17. Standard Conditions of Service

- A. After award of the contract and execution of the contract, should the contractor fail to supply equipment requested within two (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after notification that equipment is to be supplied, Caltrans may provide five (5) calendar days written notice, mailed to the contractor, to timely provide the equipment, or the contract may be terminated. In addition, that contractor shall be liable to the State 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 § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) 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 Government Code

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 Government Code 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 contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Caltrans for actual damages resulting to the Department therefrom or ten percent (10%) of the amount bid, whichever is less.
- E. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

Small Business or Microbusiness Preference

1. GC Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
2. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, OSDS. The preference amount may not exceed \$50,000 for any bid. If prospective Contractor is claiming the five percent (5%) certified small business or microbusiness preference, complete the **Bid/Bidder Certification Sheet, Section 16**, (Attachment 6) and attach a copy of your certification.
3. Pursuant to GC Section 14838 and 2 CCR 1896, if a bidder is not a certified small business but wishes to be eligible for the five percent (5%) "non-small business" preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. If prospective Contractor is claiming the five percent (5%) "non-small business" preference, complete the ***Bid/Bidder Certification Sheet, Section 17, and complete Attachment 3, Bidder Declaration form, GSPD-05-105, with the names of all certified Small Business firms being claimed for credit. Attach a copy of the subcontractor's Certified Small Business certificate for each Small Business subcontractor and a copy of all Small Business subcontractor's quote to the Bidder Declaration form, GSPD-05-105.***
4. Certified Small business and Microbusiness bidder(s) shall have precedence over "non-small business" bidders in the application of Small Business preference(s).
5. Small Business Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

Invitation For Bid
IFB Number 11A1707
Page 12 of 12

6. Questions regarding the certification approval process or Small Business 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

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BID PROPOSAL**ATTACHMENT 1**

ADM-1412 (REV.06/2006)

CONTRACTOR'S NAME (Please Print):					
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	1080	HOURS	FULLY OPERATED PAVING MACHINE (Includes move-in/move-out)		
2	1080	HOURS	SCREED PERSON		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED. (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	\$

**ATTACHMENT 2
Sample Task Order**

TASK ORDER NO. _____

Person Requesting Service and Unit number: _____

Request Date: _____

Contract Manager's Approval: _____

I. LOCATION OF WORK, COUNTY, ROUTE, POST MILE(S), SHIFT (DAY/NIGHT)

II. PERIOD OF PERFORMANCE:

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

NO TASK ORDER SHALL BE FOR MORE THAN SIX (6) MONTHS.**III. COST and HOUR ESTIMATE:**

\$ _____

Estimated Hours _____

IV. SIGNATURES

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract No. 11A1707 between the State of California, Department of Transportation, and _____. By signature below, the parties hereto agree that all terms and conditions of this Task Order and Contract No. 11A1707 shall be of full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By _____

By _____

ATTACHMENT 4
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

ATTACHMENT 4
CONTRACTOR CERTIFICATION CLAUSES

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.

ATTACHMENT 4
CONTRACTOR CERTIFICATION CLAUSES

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

ATTACHMENT 4
CONTRACTOR CERTIFICATION CLAUSES

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.

ATTACHMENT 6
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. 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.
- D. 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. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ 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
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 ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ 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 ☐ No ☐ 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.
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 OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

ATTACHMENT 7**Invitation for Bid 11A1707****BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS**

_____ acknowledges that State General Prevailing Wage Rates will
Print Name of Bidder
apply for the Counties of Imperial and San Diego. 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 8 Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

<i>Proposer/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 and State of</i>

ATTACHMENT 9
Invitation for Bid No. 11A1707

REQUIRED ATTACHMENT CHECKLIST

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

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

<u>Attachments</u>	<u>Attachment Name/Description</u>
☐ Attachment 1	Bid Proposal, ADM 1412
☐ Attachment 3	Bidders Declaration, GSPD-05-105
☐ Attachment 4	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
☐ Attachment 5	Non-Collusion Affidavit for Public Works
☐ Attachment 6	Bid/Bidder Certification Sheet
☐ Attachment 7	Bidder's Acknowledgement of Prevailing Wage Requirements
☐ Attachment 8	Darfur Contracting Act
☐ Attachment 9	Required Attachment Checklist
☐ Copy	Class A Engineering or C-12 Earthwork and Paving Contractor's License
☐ Copy	Motor Carrier Permit

Attachment 3

Agreement Number 11A1707

Page 1 of 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.**Note: Bid response refers to the Bid/Bidder Certification Sheet (Attachment 6 of the IFB).**

Page ____ of ____

Attachment 3

Agreement Number 11A1707

Page 2 of 2

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

BIDDER DECLARATION Instructions

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

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

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

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

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

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 09/01)

Department of Transportation

IFB Number 11A1707

ATTACHMENT 10

Proposed Form of Agreement

Note to Bidders:

The following 21 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

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

STATE AGENCY'S NAME

Department of Transportation (Caltrans)

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: July 1, 2009 (estimated) through March 31, 2011

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 3 Pages**Exhibit B** – Budget Detail and Payment Provisions 9 Pages**Exhibit C*** – General Terms and Conditions (Electronic File: GTC 307)**Exhibit D** - Special Terms and Conditions 5 Pages**Exhibit E** – Additional Provisions 3 Pages**Attachment 1** - Bid Proposal (*To be added with final Agreement*) 1 Page**Attachment 2** – Sample Task Order (*To be added with final Agreement*)**Attachment 3** – Bidder Declaration Form, GSPD-05-105 (*To be added with final Agreement*) TBD Pages

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**

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

TBD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Caltrans)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Contract Officer

ADDRESS

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

**California Department of General
Services Use Only**

☒ Exempt per: PCC 10295
SHC 136

Contractor's Name TBD

IFB Number 11A1707

Page 1 of 3

EXHIBIT A Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide the rental of an operated paving machine (Paver), on an on-call, as-needed, and emergency basis, to the Department of Transportation (Caltrans) as described herein:

Contractor shall provide all labor, tools, equipment, fuel, materials, supplies, and incidentals necessary to provide the rental of one (1) fully operated and maintained self-propelled asphalt paving machine (Paver) to repair various locations in District 11.

2. The services shall be performed at various locations in San Diego and Imperial Counties.
3. This Agreement will commence on July 1, 2009 (estimated) 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 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 Contract Manager. This Agreement shall expire on March 31, 2011. The services shall be provided during daytime and some night time hours determined by Contract Manager, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.
4. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: TBD
Section/Unit: District 11 Maintenance	Section/Unit:
Contract Manager: TBD	Project Manager:
Address:	Address:
Business Phone Number	Business Phone Number
Fax No:	Fax No:

5. Detailed description of work to be performed and duties of all parties:
 - A. Paver shall be a 1985 model or newer Lee Boy, Model ST-1000 or equivalent.
 - B. Paver shall be self-propelled, with a nine (9) to thirteen (13) foot adjustable, heated, vibrating screed.

Contractor's Name TBD

IFB Number 11A1707

Page 2 of 3

EXHIBIT A
Standard Agreement

- C. Paver must have conveyors or augers for transferring materials to the sides.
- D. Contractor shall maintain Paver and its accessories to keep in good, operative condition and replace any parts not in good mechanical condition at its own expense.
- E. Contractor will provide primary operator and two (2) screed people.
- F. Caltrans will provide people to rake.
- G. Contractor shall provide all transport of paving equipment to and from job site. Contract Manager or Designee will determine and notify Contractor of each delivery site at least forty-eight (48) hours in advance. Move-in/move-out rates will be included in the Unit Price on the Bid Proposal, Attachment 1. If an additional location is needed, it will be listed on the Task Order.
- H. No additional payment will be paid for travel time to and from the job site and no incidental moves will be paid for.
- I. Equipment (paver) set-up will be completed prior to start time of the shift. Equipment clean-up will be completed after completion of the shift.
- J. Paver shall be available for use within forty-eight (48) hours of notification by Caltrans. Operated Paver rental shall be requested by Task Order. A Sample Task Order, Attachment 3, is attached. Task Orders will include the following information:
 - 1) Date of Request
 - 2) Date of Service
 - 3) Agreement Number
 - 4) Task Order Number
 - 5) Location of Service (county, route, & post mile)
 - 6) Requestor's Name
 - 7) Contract Manager Approval
 - 8) Unit Number
 - 9) Estimate of Hours

MAXIMUM TERM OF TASK ORDER SHALL NOT EXCEED SIX (6) MONTHS.

- H. Working days for each Task Order shall be specified as the period of performance as stated on Task Order.
- I. If Caltrans needs to cancel work, the Contract Manager or Designee shall contact Contractor by telephone.
- J. If a breakdown of the Paver occurs, repair or replacement must be provided within twenty-four (24) hours. If Contractor cannot provide repair or replacement within twenty-four (24) hours, Caltrans will rent the paver from another source and charge all additional costs incurred by Caltrans to the Contractor.

Contractor's Name TBD

IFB Number 11A1707

Page 3 of 3

EXHIBIT A
Standard Agreement

- K. In emergency situations, it may be necessary to immediately request Paver. If Contractor is unable to provide the paver, Caltrans reserves the right to rent a paver from another source with no penalty to the Contractor.
- L. Caltrans shall not be liable for loss or damage to Contractor's equipment due to circumstances beyond Caltrans' control. Caltrans shall not assume responsibility for matters beyond its control; agree to make payment in advance; accept any other provision creating a contingent liability against Caltrans; or agree to obtain insurance to protect the Contractor.
- M. Contractor shall maintain maintenance records on the paver as required by the California Highway Patrol (CHP), Bi-Annual Inspection of Terminal (BIT), and the Occupational Safety and Health Administration (OSHA).
- N. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public. Contractor shall provide adequate warning signs to make the public aware of dangerous conditions that may be encountered and shall furnish, erect, and maintain fences, barricades, lights, signs, and other devices as necessary to prevent accidents and avoid damage or injury to the public.
- O. Contractor shall conduct its operations in such a manner as to avoid damaging State property or adjacent property. Any damage to State or adjacent property(ies) made by Contractor, shall be repaired or restored at Contractor's expense.
- P. Finished work is subject to inspection and acceptance by Caltrans Contract Manager or Designee. Any work that needs to be corrected shall be at the Contractor's expense.

Contractor's Name TBD

IFB Number 11A1707

Page 1 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For Task Orders satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the rates specified in the Bid Proposal, Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. The Contractor shall submit a certified copy of all payroll records for verification by the Department's 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.
- C. Invoices shall be itemized in accordance with Attachment 1 and shall include:
- Agreement number,
 - date(s) of services,
 - location of service
 - Task Order number

Invoices shall be signed and submitted in triplicate not more frequently than monthly, in arrears to:

Department of Transportation
Office/Unit Name, MS Number
Attention: Contract Manager's Name TBD
Street Address/P.O. Box
City, CA Zip Code

- D. The State will honor cash discounts and will 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 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 by the United States Government or the California State Legislature for the

Contractor's Name TBD

IFB Number 11A1707

Page 2 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

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 State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

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

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 the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

5. Rates

The Contractor shall be reimbursed for work performed under this Agreement at the bid rates quoted on the Bid Proposal Form, Attachment 1.

6. 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. Contractors 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 Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

7. Operated Equipment

- A. Rental will be paid for the actual time equipment is operated on the job or moved between job sites, as shown on Department's "Record of Rented Equipment"

Contractor's Name TBD

IFB Number 11A1707

Page 3 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

signed by both the Department's and Contractor's representatives. No payment will be made for time lost due to unfavorable weather or other conditions not within the control of the Department. No payment will be made for time of breakdown or repairs when the down time exceeds 30 minutes.

- B. The "labor surcharge" will be that set forth in the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates", in effect when the contract is advertised for bid.
- C. The term "wages" as used on this sheet is the total hourly wage rate found on the applicable general prevailing wage determination issued by the Director of Industrial Relations. This total hourly wage rate includes the basic hourly rate established by the Director pursuant to Labor Code section 1773 and employer payments as set forth in Labor Code section 1773.1. General prevailing wage determinations establish both straight time and overtime total hourly wage rates.
- D. Overtime is defined as time worked in excess of 8 hours during any day or shift (except Saturdays, Sundays, or holidays) or during hours defined as overtime in the collective bargaining agreement on file with the Department of Industrial Relations. Holidays are those recognized in the applicable collective bargaining agreement.
- E. When the Contractor is ordered by the Department to work overtime or on Saturdays, Sundays, or holidays, an additional payment will be made to the Contractor in the amount of the difference between the total hourly straight time wage rate and the total hourly overtime wage rate, plus the labor surcharge during those hours.
- F. When equipment is idle for more than 30 minutes during any work day and the Contractor is ordered by the Department to have such equipment with operator present at the job site for immediate work, such idle time will be paid as standby time. The rate to be paid for standby time will be based on the right of way delay factor from the Labor Surcharge and Equipment Rental Rate book published by the Department, plus wages for employees, plus labor surcharge. It is agreed that the unoperated rate is the fully operated rate bid less the wages paid.
- G. When the operator is ordered to report to the jobsite but is not ordered to standby, the Contractor will be reimbursed for any wages actually paid for "show-up", "partial shift" or other "on-the-job" time paid in compliance with the applicable collective bargaining agreement. No labor surcharge will be provided for this reimbursement.

8. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by their subcontractors.

Contractor's Name TBD

IFB Number 11A1707

Page 4 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code 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 California Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2) The payroll records enumerated under paragraph (1) above shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by the Department's representative at all reasonable hours at the principal office of the Contractor.
 - 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 the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, 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 Contract Manager by both facsimile and regular mail on the business day following receipt of the request. 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.
- 3) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department 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

Contractor's Name TBD

IFB Number 11A1707

Page 5 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- 4) The Contractor shall inform the Department 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.
 - 5) 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, he or she shall, as a penalty to the Department, 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 the Department from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said 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 the Department 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 Department's 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

Contractor's Name TBD

IFB Number 11A1707

Page 6 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

- F. The Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
- G. 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 Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, 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 contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- 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.

Contractor's Name TBD

IFB Number 11A1707

Page 7 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

- 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 Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department 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 the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- 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 Section 1771.5 of the Labor Code, 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,

Contractor's Name TBD

IFB Number 11A1707

Page 8 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

- 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 the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract 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 the Department's 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 the Department of Industrial Relations, Division of Labor Statistics and Research, P. O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774.

12. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, 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, and in particular 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

Contractor's Name TBD

IFB Number 11A1707

Page 9 of 9

EXHIBIT B
Standard Agreement
Operated Equipment Rental

- A. Where either the prime contract or 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 contract 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 contract shall contain all of the provisions of this article.

Contractor's Name TBD

IFB Number 11A1707

Page 1 of 5

EXHIBIT D
Standard Agreement
Operated Equipment Rental

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 Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be the final decision of the Department.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration, GSPD-05-105, Attachment 2.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

Contractor's Name TBD

IFB Number 11A1707

Page 2 of 5

EXHIBIT D
Standard Agreement
Operated Equipment Rental

- D. Any substitution of subcontractors must be approved in writing by the Contract Manager in advance of assigning work to a substitute subcontractor.

4. Termination

- A. The Department of Transportation 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 contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

5. 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, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

6. Default

- A. If, after award and execution of the Agreement, the Contractor defaults, the contract may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for 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 (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete an Agreement where work has not commenced or was suspended without cause, or (3) where an Agreement is terminated for Contractor failing to perform services required by the Agreement in a satisfactory manner.

Contractor's Name TBD

IFB Number 11A1707

Page 3 of 5

EXHIBIT D
Standard Agreement
Operated Equipment Rental

7. Laws To Be Observed

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

8. Specific Statutory Reference

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

9. Force Majeure

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

10. Equipment Indemnification

- A. The Contractor shall indemnify the State for any claims against the State for loss or damage to the Contractor's property or equipment during its use under this

Contractor's Name TBD

IFB Number 11A1707

Page 4 of 5

EXHIBIT D
Standard Agreement
Operated Equipment Rental

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 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 article.

11. Non-Solicitation

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

12. Interfacing With Pedestrian and Vehicular Traffic

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

13. Operation and Maintenance

- A. The Contractor shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition and replace any equipment not in good mechanical condition.
- B. The Contractor shall furnish all fuel and lubricants and all repairs including labor, material, parts and other items at its own expense.
- C. The State will not be responsible for the wear and tear on the equipment or its appurtenances.
- D. The equipment is to be operated only by employees of the Contractor.

14. Use Tax

Contractor's Name TBD

IFB Number 11A1707

Page 5 of 5

EXHIBIT D
Standard Agreement
Operated Equipment Rental

- A. If the equipment to be rented is in substantially the same form as when it was acquired by the Contractor, and if the Contractor has paid the sales or use tax on the purchase price of the equipment, then the California sales or use tax (Revenue and Taxation Code Sections 6010 and 6023) will not apply to the work to be done under this Agreement.
- B. If the equipment is not in substantially the same form as required or if the Contractor has not previously paid sales tax, then said sales tax applies to the equipment rental rate.
- C. If use tax applies to this equipment rental Agreement:
 - 1) The bidder shall include the amount of the tax in his/her bid.
 - 2) The tax should be applied only to the portion of the fully operated rental rate that is attributable to the equipment itself.
 - 3) Invoices shall separately itemize the amount of the tax.
 - 4) Invoices shall state the serial number of the Contractor's seller's permit or certificate of registration-use tax.
- D. In case of doubt concerning the applicability of the tax, the bidder should refer any questions to an office of the State Board of Equalization for determination.

15. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.

Contractor's Name TBD

IFB Number 11A1707

Page 1 of 3

EXHIBIT E
Standard Agreement

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 that states that **coverage will not be cancelled without 30 days prior written notice to the State.**
- 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 the State 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, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State 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 should provide an endorsement for the additional insured that includes the following statement:

"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".

Contractor's Name TBD

IFB Number 11A1707

Page 2 of 3

EXHIBIT E Standard 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.
- b) The insurance carrier should provide an endorsement for the additional insured that includes the following statement:

“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/Employer's Liability

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, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

2. Bonds

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

3. Motor Carrier Permit Requirements

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

4. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A Engineering or C-12 Earthwork and Paving contractor's 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 submit to the *Department*

Contractor's Name TBD

IFB Number 11A1707

Page 3 of 3

EXHIBIT E
Standard Agreement

of Transportation a copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing in that state.

- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. 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.

Question and Answers for Bid #11A1707 - OPERATED PAVER RENTAL

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: May 6, 2009 5:00:00 PM PDT