

Solicitation 10A1209

Avalanche Control System Repair Services

State of California

Bid 10A1209

Avalanche Control System Repair Services

Bid Number 10A1209
Bid Title Avalanche Control System Repair Services

Bid Start Date May 19, 2010 11:19:21 AM PDT
Bid End Date Jun 8, 2010 2:15:00 PM PDT
Question & Answer End Date May 27, 2010 5:00:00 PM PDT

Bid Contact Landa Lew
916-227-6043
landa_lew@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

Contractor agrees to provide all labor, equipment, tools, materials, consumables, and incidentals, on an on-call basis, for the maintenance, repair, inspection, set-up and/or break-down of needed scaffolding or frame work, and relocation of the GAZEX Avalanche control system to Caltrans in Alpine and Amador counties. Sub-contracting will not be allowed in this contract. At the time of award the following insurance will be required: Commercial General Liability, Automobile Liability and Worker's Compensation. Prevailing Wages applies and bonds required include Bidders Bond and Payment Bond. An A-Engineering Contractor's license is required.

You may download the IFB package from Caltrans website at <http://caltrans-opac.ca.gov/contrac2.htm>

If you are unable to download the IFB package, you may request a hard copy from Caltrans' Bid Unit at (916) 227-6075.

NOTE: EFFECTIVE JULY 1ST, CALTRANS IS GOING GREEN AND HARD COPIES OF ALL SOLICITATIONS WILL NO LONGER BE AVAILABLE.

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		10
Bid Proposal, ADM 1412	1	1
Contractor Certification Clauses	2	4
Non-Collusion Affidavit for Public Works	3	1
Bid/Bidder Certification Sheet	4	2
Bidder's Acknowledgement of Prevailing Wages	5	1
Darfur Contracting Act	6	1
Bidders Bond	7	1
Attachment Checklist	8	1
Labor Compliance Offices	9	1
Proposed Form of Agreement, STD 213	10	19

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. 10A1209	Postage
	Bid Due Date: June 8, 2010	
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) 227-6043
FAX (916) 227-6138
TTY (800) 735-0193 or (916) 711



*Flex your power!
Be energy efficient!*

Date: May 20, 2010

**INVITATION FOR BID (IFB)
IFB # 10A1209
Notice to Prospective Contractors**

You are invited to review and respond to this IFB #10A1209, entitled **Avalanche Control System Repair Services**. In submitting your bid, you shall comply with the instructions found herein.

As required by Executive Order S-02-06, Caltrans is committed to meeting the State's 25 percent Small Business (SB) participation goal. Certified SBs, and Microbusinesses (MB) are encouraged to submit bids. See Section C, Item 1, in this IFB for requirements.

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 Public Works Agreement for requirement details.

The designated contact person for this IFB is:

Landa Lew, Acquisition Analyst
Caltrans
(916) 227 – 6043 -Telephone Number
(916) 227 – 6138 - 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 B 1, Time Schedule** for more details.

Landa Lew
Acquisition Analyst

Table of Contents

SECTION	PAGE
Note: Each section below is a link to the actual paragraph.	
A) Purpose and Description of Service	2
B) Bid Requirements and Information	2
1. Time Schedule	2
2. Questions and Answers	2
3. Inclusive Costs	3
4. Employment of Undocumented Workers	3
5. Small Business Preference	3
6. State Prevailing Wages	3
7. Contractor License	4
8. Bonds	4
9. Insurance	4
10. Darfur Contracting Act	4
11. Bid Submittal	5
12. Evaluation and Selection	7
13. Award and Protest	7
14. Standard Conditions of Service	8
C) Special Programs	9
1. Small Business Preference	9
Attachments	
1. Bid Proposal, ADM 1412	
2. Contractor Certification Clauses, CCC 307	
3. Non-Collusion Affidavit for Public Works	
4. Bid/Bidder Certification Sheet	
5. Bidder's Acknowledgement Of Prevailing Wage Requirements	
6. Darfur Contracting Act	
7. Bidder's Bond	
8. Required Attachment Check List	
9. Labor Compliance Offices	
10. Sample Standard Agreement, STD 213:	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	
Exhibit D, Special Terms and Conditions	
Exhibit E, Additional Provisions	

A) Purpose and Description of Services

Contractor agrees to provide all labor, equipment, tools, materials, consumables, and incidentals on an on-call basis for the maintenance, repair, inspection, set-up, break-down, and relocation of the GAZEX Avalanche control systems to Caltrans to be performed on Red Lake/Carson Pass and Carson Spur, in Alpine and Amador counties.

Refer to the **Proposed Public Works Agreement, Exhibit A**, which is attached to this IFB as **Attachment 10** for a more complete description of services.

B) 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.

Enter **TIME** - ONLY if Applicable

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	5/20/2010	
Written Question Submittal	5/27/2010	4:00 PM
Final Date and Time for Bid Submission	6/08/2010	2:15 PM
Bid Opening	6/08/2010	2:30 PM
Proposed Agreement Term (estimate)	7/01/2010 – 06/30/2010	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by May 27, 2010
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 10A1209. Questions must be sent to the following

MAIL, FAX OR E-MAIL TO:

Caltrans, MS-65
 Division of Procurement and Contracts
 Attention: Landa Lew, Acquisition Analyst
 1727 - 30th Street
 Sacramento, CA 95816

Fax No.: (916) 227-6155
 landa_lew@dot.ca.gov

- 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 B) 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>

2. 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.

3. Employment of Undocumented Workers

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 workers (PCC §6101).

4. 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) will be granted this preference.

5. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the counties of Amador and Alpine as described in the attached Proposed Public Works Agreement (Attachment 10). The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <http://www.dir.ca.gov> or from the District or Region Labor Compliance Officer (Attachment 9). It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

6. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current A-General Engineering Contractor's license issued by the California Contractors State License Board (CSLB), for the type of work to be performed. Bidder

shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (reference Business & Professions Code §7028.15).

7. Bonds

- A. Bid Bonds Required: Bidder shall submit a bid bond with bid as described herein. The Bidder's bid bond shall be no less than ten percent (10%) of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond shall be cause for rejection of bid.
- B. 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 Bonds in Exhibit D of the Proposed Public Works Agreement (Attachment 10).

8. 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 Exhibit E in the Proposed Public Works Agreement (Attachment 10), for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

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

9. 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 (PCC) 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 PCC section 10475.

- B. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (PCC section 10477(a)).
- C. Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- 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 PCC section 10477(b).

10. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts' (DPAC) Bid Unit by dates and times shown in the IFB, Section B) Bid Requirements and Information, Item 1) Time Schedule.
- B. The mailing package/envelope should be labeled as follows:

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

YOUR RETURN ADDRESS	Agreement No. 10A1209 Bid Due Date: June 8, 2010	postage
Caltrans Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006 BID SUBMITTAL DO NOT OPEN		

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's Attachment Checklist (Attachment 8). Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.

- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the DPAC reception desk at 227-6000 to have your bid package picked up by DPAC staff.
- G. Bid opening will be held at the above address at **2:30 PM** on the date specified in Section B - Bid Requirements and Information, 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821**. Calls will be accepted beginning at **2:20 PM** until the conclusion of the Bid Opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid Opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 P.M. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. 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 is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 4). 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 L above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. 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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

11. 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.

12. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at <http://caltrans-opac.ca.gov>
- B. Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- C. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- D. Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract

is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications.

- E. Filing a Protest: The initial protest must be submitted to the Caltrans, Protest Unit prior to the award of contract. When a protest has been submitted, the contract shall not be awarded until either the protest has been withdrawn or Caltrans has decided the matter.
- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans, Protest Unit with a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

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	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- G. Upon award of the contract contractor shall complete and submit to Caltrans, the Payee Data Record form (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §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 2, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> Bidder may also, as an option, submit the CCC with bid package.

13. Standard Conditions of Service

- A. After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of 5 continuous working days after work has begun, the State may provide 5 calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to 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 (BPC)] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.
 - 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code (GC) sections 4550 - 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC sections 4550 - 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.
- D. If the bidder is awarded the 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 Caltrans therefrom or ten percent (10%) of the amount bid, whichever is less.
- E. No oral understanding or agreement shall be binding on either party.

C) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

- A. Government Code (GC) § 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified small business (SB) or microbusiness (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2 California Code of Regulations (2 CCR) 1896 *et seq.*
- B. To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business

Invitation For Bid
IFB Number 10A1209
Page 10 of 10

Enterprise Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective Contractor is claiming the 5% SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (Attachment 4).

- C. SB Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- D. 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
- E. Additional references are at <http://www.pd.dgs.ca.gov/smbus/default.htm>

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1

State of California

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 10A1209	PAGE 1 OF 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (Per Unit of Measure)	TOTAL (Estimated Quantity X Unit Price)
1	325	Per Hour	First year of the contract term Labor for Maintenance and Repair of the GAZEX Avalanche Control System (includes overhead, equipment, tools, consumables, and incidentals)	\$	\$
2	325	Per Hour	Second year of the contract term Labor for Maintenance and Repair of the GAZEX Avalanche Control System (includes overhead, equipment, tools, consumables, and incidentals)	\$	\$
3	Projected Parts/Materials * (Contractor will be reimbursed for the actual cost without additional allowance for mark-up. Claim must be supported by original signed receipt) *Include this amount on the TOTAL THIS PROPOSAL line.				+\$25,000.00

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

(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

May 19, 2010 11:24:43 AM PDT

ATTACHMENT 2
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 2

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 2

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

Attachment 2

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.

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

This document must be notarized.

STATE OF CALIFORNIA)
) SS
COUNTY OF)

, being first duly sworn, deposes and

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

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

Dated: _____ By _____
(person signing for bidder)

ATTACHMENT 4
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.		

Attachment 4

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.

ATTACHMENT 5**Invitation for Bid 10A1209****BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS**

_____ acknowledges that State General Prevailing Wage Rates will
Print Name of Bidder
apply for the counties of Alpine and Amador. 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 6 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 8**Invitation for Bid No. 10A1209****ATTACHMENT CHECKLIST**

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

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

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal, ADM 1412
_____ Attachment 2	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 3	Non-Collusion Affidavit for Public Works
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Bidder's Acknowledgement of Prevailing Wage Requirements
_____ Attachment 6	Darfur Contracting Act
_____ Attachment 7	Bidder's Bond
_____ Attachment 8	Attachment Checklist

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

ADM-2010 (REV. 8/2007)

Contract No. 10A1209 Attachment 7

Bond No. _____

We _____

_____ as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

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

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

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

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

Dated: _____, 20 ____.

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

Principal_____
SuretyBy _____
Attorney-in-Fact**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of _____ SS

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

(SEAL)

Notary Public

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CALIFORNIA DEPARTMENT OF TRANSPORTATION
MAINTENANCE SERVICE AGREEMENTS
LABOR COMPLIANCE OFFICES
Physical and Mailing/E-mail Addresses (click on email address to email)

DISTRICT	LABOR COMPLIANCE OFFICER	MAILING ADDRESS	PHYSICAL ADDRESS
1, 2 & 3	CAROLE MCCOY carole_mccoy@dot.ca.gov Cell: (530) 204-7745	ATTN: Labor Compliance Maint/Service Agreements CA Dept. of Transportation 10057 Gold Flat Road Nevada City, CA 95959-3258	Same as Mailing Address
4 & 10	JULI SLICTON juli_slifton@dot.ca.gov Phone: (916) 653-2084 Cell: (916) 201-9881	ATTN: Labor Compliance Maint/Service Agreements CA Dept. of Transportation 1120 N Street, MS 44 Sacramento, CA 95814-5680	Same as Mailing Address
5, 6, 7 & 9	RAMON CARLOS ramon_carlos@dot.ca.gov Cell: (213) 507-6821	ATTN: Labor Compliance Maint/Service Agreements CA Dept. of Transportation 464 W. Fourth Street, MS 1104 San Bernardino, CA 92401-1400	Same as Mailing Address
8, 11 & 12	BOBBI S. HARRISON bobbi_s_harrison@dot.ca.gov Cell: (619) 209-9770	ATTN: Labor Compliance Maint/Service Agreements CA Dept. of Transportation 7177 Opportunity Rd. San Diego, CA 92111-2201	Same as Mailing Address
Manager	MARIETTA LATUS marietta_latus@dot.ca.gov Phone: (916) 651-8315 Cell: (916) 719-6305	ATTN: Labor Compliance Maint/Service Agreements CA Dept. of Transportation 1120 N Street, MS 44 Sacramento, CA 95814-5680	Same as Mailing Address

Updated 12/2/2009

Department of Transportation
IFB Number 10A1209

AGREEMENT NUMBER
10A1209
REGISTRATION NUMBER

- STATE AGENCY'S NAME

CONTRACTOR'S NAME

Attachment 2 – Sample Task Order 1 Page

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

☒ Exempt per:	PCC 10107 PCC 10295(c)(2) SCM 10.00
---	---

Contractor Name: TBD
Agreement Number 10A1209
Page 1 of 3

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Transportation (Department or Caltrans), Avalanche Control System Repair Services, as described herein:

Contractor agrees to provide all labor, equipment, tools, materials, consumables, incidentals on an on-call basis for the maintenance, repair, inspection, set-up and/or break-down of needed scaffolding or frame work, and relocation of the GAZEX Avalanche control system to Caltrans in Alpine and Amador counties.

2. The services shall be performed on location at the Red Lake/Carson Pass and Carson Spur, GAZEX Avalanche Control locations.
3. This Agreement will commence on the start date July 1, 2010 (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 Caltrans Contract Manager. This Agreement shall expire on June 30, 2012. The services shall be provided during 7:00 a.m. – 4:00 p.m. Monday through Friday, except State holidays). Weekend and overtime work may be required upon the prior authorization of the Contract Manager or his/her designee. The parties may amend this Agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Caltrans	Contractor: TBD
Section/Unit: District 10 - Maintenance	Section/Unit:
Contract Manager: TBD	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

5. Description of Work

- A. The Contractor shall be knowledgeable of GAZEX maintenance and operations including but not limited to the following:

- 1) Ability to access steep mountainous terrain, knowledge of avalanche and avalanche zones, ability to work at high altitudes and snow covered terrain during fair or adverse weather conditions.

Contractor Name: TBD
Agreement Number 10A1209
Page 2 of 3

EXHIBIT A
Standard Agreement

- 2) Knowledge in testing and trouble shooting the PIEZO – Electric Igniter systems and components including during extreme weather conditions.
- B. The Contractor shall be required to provide component parts exclusive to GAZEX technology. Caltrans will pay actual invoiced replacement component part costs with no mark up. Caltrans will pay the actual shipping cost for these parts.
- C. The Contractor shall provide general maintenance, repairs, set up and break down, and upgrades of GAZEX Exploders, including but not limited to the following:
- 1) Repair/replace damaged shelters and bottle farms, inside and/or outside, because of, but not limited to, deterioration, weather, rodents, and vandals.
 - 2) Repair and/or replace faulty or worn out plumbing and wiring inside and/or outside of shelters.
 - 3) Repair, replace or upgrade faulty supply lines from the shelters to the exploders. Repair or replace broken, damaged, or faulty wiring and plumbing on the exploders including any welding that may be necessary.
 - 4) Repair exploders that have pulled away from their bases.
 - 5) Repair/replace or upgrade bent or broken support legs on exploders caused by, but not limited to, snow creep, exploder malfunction or any other problems.
 - 6) Repair and/or adjust, if necessary, all bolts on the mounts, clamps, cables, and support legs on the exploders.
 - 7) Repair, replace, or relocate concrete foundations of the Exploders that are cracked or broken or need of relocation.
 - 8) Upgrade existing Exploder support legs to the new single-leg inertia style.
- D. Work personnel and replacement parts will be transported to the designated site by the most cost-effective way, which may include travel by helicopter, track or wheel operated equipment or by foot. The Contractor will supply means of transportation, (All Terrain Vehicle (ATV) or tracked Crawler) to transport tools, equipment, and contractor personnel to the work site at no additional charge to the Department. When equipment is used for transportation, the Contractor will provide training for safe use. A helicopter, when needed, will be provided by Caltrans.

Contractor Name: TBD
Agreement Number 10A1209
Page 3 of 3

EXHIBIT A
Standard Agreement

- E. All work will be performed on site unless approved by the Contract Manager in writing. Contractor will advise Caltrans prior to entering the worksite.
- F. A 40 hour maximum workweek will be recognized. Workweek schedule will be a five (5) day, eight (8) hour shift. The work will be Task Order based and the Contract Manager, in writing, must approve any work outside the routine maintenance hours, including weekend work. Overtime must be authorized by the Contract Manager, and when approved will be paid at time and a half, based on the current labor rate listed on the Bid Proposal (Attachment 1).
- G. All equipment, equipment rentals, tools, and consumables are included in the hourly rate.
- H. Contractor must be available for contact by phone 24 hours a day, 7 days a week and shall provide the Contract Manager with up to date contact phone numbers at all times. Contractor shall be reachable directly or have a working answering machine, voice mail, or answering service to take messages. Contractor shall respond to any and all phone calls, messages, and requests within 12 hours from first contact.
- I. Winter call outs (emergency repairs) require a 48-hour maximum response time to the site for electrical, plumbing and mechanical related problems.
- J. Contractor shall store replacement parts for availability to eliminate down time. These parts include, but are not limited to controllers, spark plugs, battery packs and battery replacements for the shelters.
- K. A yearly inspection process will be scheduled and completed. Needed maintenance and repair work found during this inspection will be completed each fiscal year and/or prior to October 15th test firing date.

Contractor's Name: TBD
Agreement Number 10A1209
Page 1 of 8

EXHIBIT B
Public Works - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with Bid Proposal, Attachment 1, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Hours of Service
 - 5) Receipts for Material and Supplies
 - 6) On-Call Task Order Number
 - 7) Avalanche Unit Number
 - 8) Description of On-Call or Task Order
 - 9) Contractor's Signature
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
District 10 - Maintenance
Attention: TBD
Street Address/P.O. Box
City, CA Zip Code

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 2 of 8

EXHIBIT B

Public Works - State

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the California State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D, 3. B. Termination.

3. Prompt Payment Clause

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

4. Cost Limitation

Total amount of this Agreement shall not exceed **\$TBD**

5. Materials/Supplies

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

6. 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

Contractor's Name: TBD
Agreement Number 10A1209
Page 3 of 8

EXHIBIT B
Public Works - State

sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

7. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by its Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code (LC) and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of LABOR CODE Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records enumerated under paragraph (1) above shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at the Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.

Contractor's Name: TBD
Agreement Number 10A1209
Page 4 of 8

EXHIBIT B
Public Works - State

- c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5) The Contractor shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, it shall, as a penalty to Caltrans, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said LABOR CODE Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed

Contractor's Name: TBD
Agreement Number 10A1209
Page 5 of 8

EXHIBIT B
Public Works - State

inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. Penalty

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 6 of 8

EXHIBIT B
Public Works - State

wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

- 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to LABOR CODE Section 1813.
- D. Pursuant to LABOR CODE Section 1775, Caltrans shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

9. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to LABOR CODE Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday

Contractor's Name: TBD
Agreement Number 10A1209
Page 7 of 8

EXHIBIT B

Public Works - State

and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:

- 1) More than \$25,000 for public works construction or,
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. State Prevailing Wage Rate Determinations

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

11. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to Caltrans, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code (LC), and in particular LABOR CODE Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one 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.

Contractor's Name: TBD
Agreement Number 10A1209
Page 8 of 8

EXHIBIT B
Public Works - State

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

12. Employment of Apprentices

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 1 of 3

EXHIBIT D
Public Works - State

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

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

2. Subcontractors

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Termination

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

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, Subcontractors, and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Contractor's Name: TBD
Agreement Number 10A1209
Page 2 of 3

EXHIBIT D

Public Works - State

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

5. Default

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

6. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

Caltrans has established no goals for the DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

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

8. Specific Statutory Reference

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 3 of 3

EXHIBIT D
Public Works - State

9. Equipment Indemnification

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

10. Force Majeure

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

11. Employment of Undocumented Workers

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

12. Bonds

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 1 of 4

EXHIBIT E
Public Works - State

ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

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

1) Commercial General Liability

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

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

2) Automobile Liability

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

Contractor's Name: TBD
Agreement Number 10A1209
Page 2 of 4

EXHIBIT E

Public Works - State

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

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

3) Workers' Compensation

- a) Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** per incident shall be required.
- b) In addition, whenever the performance of work is on State property or State controlled property, the State requires a Waiver of Subrogation for the Workers' Compensation Insurance.

2. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess an A-General Engineering 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 provide a current copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing with their State to Caltrans.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

3. 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.

Contractor's Name: TBD
Agreement Number 10A1209
Page 3 of 4

EXHIBIT E

Public Works - State

- 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.

4. Debarment and Suspension Certification

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

5. Interfacing with Pedestrian Vehicular Traffic

Pursuant to the authority contained in the Vehicle Code (VC), Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth

Contractor's Name: TBD
Agreement Number 10A1209
Page 4 of 4

EXHIBIT E
Public Works - State

in the Vehicular Code, Divisions 11, 12, 13, 14 and 15. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

Contractor Name: TBD

Agreement No. 10A1209

Page 1 of 1

ATTACHMENT 2 SAMPLE TASK ORDER

Task Order Number: _____

Person Requesting Service and Unit Number: _____

Request Date: _____

Contract Manager Approval: _____

LOCATION OF WORK: _____

Description of Work:

PERIOD OF PERFORMANCE:

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

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

COST ESTIMATE

\$ _____

SIGNATURES

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement Number 10A1209 between the State of California, Department of Transportation, and (Contractor). By signature below, the parties hereto agree that all terms and conditions of this Task Order and Agreement No. 10A1209 shall be of full force and effect.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CONTRACTORBy: _____
(Contract Manager)By: _____
(Contractor)

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

By: _____ Date Task Order Completed: _____

Date: _____

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

Question and Answers for Bid #10A1209 - Avalanche Control System Repair Services

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 27, 2010 5:00:00 PM PDT