

CALIFORNIA STATE LANDS COMMISSION

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Established in 1938

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INVITATION FOR BID**Bid Log 2017-06****Santa Barbara Channel Hazards Removal Program**

December 27, 2017

NOTICE TO PROSPECTIVE BIDDERS

The California State Lands Commission (CSLC) has issued the enclosed Invitation for Bid (IFB), Bid Log Number, 2017-06, entitled "Santa Barbara Channel Hazards Removal Program" for services described herein. Work shall be performed in accordance with the terms and conditions of this IFB.

All agreements entered into with the State of California will include by reference General Terms and Conditions (GTC-4/2017) and Contractor Certification Clauses (CCC-4/2017) that are no longer attached as an exhibit to the agreement. These can be viewed at: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If you do not have Internet access, a hard copy can be provided by contacting Annabell Abeleda at 916-574-1871.

The "Contractor Certification Clauses" contain clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The Certification will be kept on file in a central location and must be renewed every 3 years and updated as changes occur.

Contract Highlights

Contractor's License: A Class A, General Engineering Contractor license in good standing is required as of the date of receipt of bid. **All Bidders must submit copies of their licenses qualifying them to bid on the work in this IFB. Please see specific requirements in Section A.4 – Bidder Minimum Qualification of the IFB.**

Mandatory Pre-bid Conference/Site Inspection: A mandatory pre-bid conference is scheduled at 11:00 AM on February 13, 2018; prospective bidders are to assemble at the Santa Barbara Office, 7127 Hollister Avenue, Suite 3, Goleta, California 93117. **BIDDER MUST COME PREPARED TO INSPECT AND ASSESS THE ENTIRE JOB.** If joint ventures wish to bid, at least one participant in the joint venture must attend this Pre-bid Conference/Site Inspection.

Bidders are strongly encouraged to examine the work sites noted in Work Sample (Attachment 11) in their specifications. Bids will be accepted only from those bidders who arrive no later than the time specified above, sign the sign-in sheet provided, and participate in 100% of the walk-through activities, including receipt of information disseminated by CSLC staff before the physical walk-through.

Bid Bond/Surety Bond: Bids shall be accompanied by one of the following form of bidder's security: cashier's check, certified check or bidder's bond executed by a surety made payable to the "California State Lands Commission." **The security deposit of \$10,000 will be required. Please identify "Bid Log Number 2017-06" on your check or bond.**

Performance Bond and Payment Bond: The bidder awarded the contract will be required to furnish a payment bond and performance bond.

Prevailing Wage: This is a Public Works project. Contractor shall comply with the Labor Code Section 1775 and pay prevailing wage rates recognized in the collective bargaining agreement, applicable in the County in which the work is to be performed and applicable to the particular craft, classification, or type of worker employed on the project.

Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated. Additionally, the Contractor agrees to pay to each worker the difference between the actual amounts and paid for each calendar day or portion thereof, and the stipulated prevailing wage rate.

Record Keeping: Contractor and their subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

Mandatory DVBE Participation Requirement: This project has a mandatory participation goal of three percent (3%) of the contract price for qualified Disabled Veteran's Business Enterprise (DVBE). This three percent goal may be achieved by a combined effort of the Contractor and subcontractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Additional information can be viewed at <http://www.pd.dgs.ca.gov/smbus/dvbecert.htm>

DVBE Incentive: For this IFB, we are offering progressive incentives to those bidders who exceed the three percent (3%) mandatory DVBE participation requirement. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process. For award based on low bid, the incentive is applied by reducing the bid price by the amount of incentive points received. Additional information can be viewed at <http://www.pd.dgs.ca.gov/smbus/dvbeincentiveregs.htm>

Small Business Enterprise Preference Program: A 5% small business preference will be granted on this invitation for bid. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference. Additional information can be viewed at <http://www.pd.dgs.ca.gov/smbus/sbpart.htm>

Bid Transmittal/Submittal Instructions: A minimum of 2 copies of sealed bids must be received at the address specified below no later than 2:00 P.M., on March 7, 2018. Bids will be publicly opened immediately thereafter at the address specified below. Bid amounts will be read, provided any person is present that desires the bids to be so read.

Annabell Abeleda, Contracts Officer
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825

Enclosures:

INVITATION FOR BID FOR

Bid Log Number 2017-06

SANTA BARBARA CHANNEL HAZARDS REMOVAL PROGRAM

State of California

California State Lands Commission

100 Howe Avenue, Suite 100 South

A. Contract Specifications

1. General Conditions — Work under this contract will be performed under the jurisdiction of the California State Lands Commission (CSLC). CSLC Staff will execute the contract documents, coordinate with the Contractor as necessary and conduct inspections to insure that the work is performed in strict accordance with the Scope of Work and Specifications. No deviations from these Specifications will be permitted without concurrence and subsequent authorization from the CSLC Project Engineer or his representative. Awarding of this project shall be made to the lowest responsible bidder that complies with all the requirements prescribed herein, subject to budgetary, legislative and control agency approval.

The CSLC has primary jurisdiction over the beds of navigable waterways. These lands are held in trust to be used for public purposes such as commerce, navigation, fishing, recreation, and environmental open space and habitat. The CSLC staff has identified derelict structures located within its jurisdiction. These hazards represent decaying structures that impede trust uses as well as pose a potential threat to public health and safety. The CSLC is authorized to implement the Santa Barbara Channel Hazards Removal Program by spending funds directly for site cleanup and proposes to implement this capability with a contract to be initiated by this Invitation for Bid (IFB) to firms interested in performing remediation work and removal of the various on-shore hazards and derelict wellheads along the Santa Barbara and Ventura coast and other hazard sites. This project will target those identified hazards with higher potential risk of injury to the public in accordance with the project as funded. These hazards will be targeted for removal or remediation as conditions permit. Most are not visible for much of the year and accessibility is subject to the movement of beach sands. As such, all work will be requested on a work order basis by the CSLC Project Engineer and can be on a relatively short notice of less than a week.

2. Budgeted Funds — Subject to availability of funds, the budget for the Agreement is currently approved for an amount not to exceed \$700,000, which may be supplemented with future funding. The first two years, \$250,000 per year and \$200,000 for the third year. The CSLC Project Engineer shall issue Work Orders for all or part of the allocated funds. The CSLC makes no warranty, written or implied as to the total value of the work to be performed under this agreement.
3. Term — The term of the Agreement to be awarded under this IFB will be for two years with State option to renew with no increase in cost for services. The work is expected to begin in March 2018 subject to any necessary State control agency approvals. Actual work by the contractor shall not begin until written notification is received from the CSLC.
4. Bidder Minimum Qualifications — Class A, General Engineering Contractor license is required. The Contractor license must be issued by the California Contractors' State License Board and must be maintained in good standing throughout the contract term.

Sole Proprietorship/Individuals shall submit a copy of his/her own license or that of his/her responsible managing employee holding the license.

Partnerships shall submit a copy of the license of the general partner or its responsible managing employee holding the license.

Corporations or other organizations shall submit a copy of the license of the responsible managing officer or the responsible managing employee holding the license.

Joint Ventures: Bids may be submitted by a Joint Venture without a Joint Venture license pursuant to section 7028.15 of the California Business and Professions Code. Before a contract may be awarded to a Joint Venture, however, a copy of its Joint Venture license issued pursuant to section 7029.1 of the California Business and Professions Code by the Contractors State License Board of California must be submitted to the CSLC Staff unless a written letter from the Board is submitted stating that the Joint Venture is exempt from this requirement.

The following information must be included in a responsive bid package:

- a. Copies of licenses qualifying firm or joint venture to bid on the project as specified above.
- b. The Bidder shall submit evidence that its firm or joint venture partners and subcontractors are experienced and competent to perform the work. Resumes of one or more individuals proposed to provide this function shall be included. Resumes may not be substituted for the Contractor/Joint Venture partner references.
- c. A list of subcontractors specifying function to be performed (Bidder Declaration GSPD-05-105). This list must clearly identify any proposed DVBE subcontractors unless the bidding firm is a DVBE. A copy of the State of California DVBE certification shall be included. <https://www.documents.dgs.ca.gov/pd/poliproc/master-biddeclar08-09.pdf>
- d. Complete detailed listing and price schedule of all personnel and equipment proposed to be used on the project (Attachment 3).
- e. A copy of the contractors Master Price and Rate Schedule for all personnel classifications and equipment available. This shall include personnel and equipment not included in Attachment 3 but could possibly be used for the work as outlined in Attachment 11 Work Sample.
- f. A responsive bid must demonstrate that the prospective Contractor must have the experience, qualifications and resources within the last five years as follows:
 1. Construction management for an environmental remediation projects involving removal and disposal of non-hazardous and hazardous waste material.
 2. Professional experience of the firm and the principal to be assigned to this project.
 3. Demonstrated competence and specialized experience of the firm.
 4. Ability of firm and personnel to meet proposed schedule.

Failure to provide any of the above listed materials to the satisfaction of the State shall result in the bid being deemed unresponsive and it shall be rejected.

5. Work to be Performed — All work under this Agreement shall be completed in accordance with this IFB, with any modifications noted in this IFB, and the plans, specifications, approved work plans, and instructions accompanying or included in Work Orders issued under this Agreement. This is an open-ended, Work Order-based Agreement bounded by total not-to-exceed price and term. During the course of this Agreement, CSLC Project Engineer will issue Work Orders for remediation work and removal of hazards, at sites to be determined, on a time and materials basis and said work shall not exceed the allocated Work Order budget. As sites become available, the Contractor will develop site-specific Work Plans including cost estimates based on Work Orders issued by the CSLC Project Engineer. Actual work for each Work Plan for site-specific project shall not begin until written notification to proceed is received from the CSLC Project Engineer. All rates must be consistent with bid rates and the Master Price and Rate Schedule. Rates for personnel and/or equipment not listed in the bid rates or the Master Price and Rate Schedule will be subject to approval by the Project Engineer.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify CSLC Project Engineer of any condition or event that may interfere with the completion of the work or which may require modification of the Work Order. CSLC Project Engineer will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and

additions not authorized in writing by the CSLC Project Engineer, will not be considered for compensation.

Should it appear that the work to be performed or any matters relative thereto are not sufficiently detailed or explained in these specifications, the Contractor shall request CSLC Project Engineer to provide such further explanations as may be necessary and shall conform to them as part of the Agreement.

This work is very tide and sea state sensitive and will be planned around both a minus tide and low sea state conditions in order to minimize the cost of removing these hazards as directed by the CSLC Project Engineer. The CSLC has identified or has been made aware of numerous hazards located along the Santa Barbara/Ventura coast. Many of these hazards are remnants of past oil and gas development while others are the result of other types of development along the coastline.

Additional details for the proposed work to be performed are discussed further in Attachment 11.

No warranty is made, written or implied as to the extent of the work to be performed pursuant to the agreement that will result from this IFB.

6. Work Orders — The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work, which the Contractor undertakes to, perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. All work under this Agreement will be performed through Work Orders issued to the Contractor. The Contractor will initially receive a work order that includes a proposed scope of work and other pertinent information. The work order may also include drawings, supplement specifications, location/site access, site investigation report, and other information needed by the Contractor to prepare a work plan for the proposed cleanup. The Work Order authorizes the Contractor to conduct a Site visit and prepare a work plan.
7. Work Plans — Upon the issuance of a Work Order by the CSLC Project Engineer, the Contractor shall develop Work Plans based on the Work Order. The Contractor shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The CSLC Project Engineer must approve Work Plans.

Work Plans shall include, but are not limited to, the following elements:

- 1) Introduction — Identify reference documents used to prepare the work plan, summarize the Site visit and contacts made, and discuss problems encountered. Identify recycling facilities to be used, material, haul routes and other relevant information.
- 2) Project Supervision — Identify Contractor's key personnel and support staff assigned to the project. Describe the organizational relationship for the project and responsibilities of assigned personnel.
- 3) Project Work Elements — Briefly describe the major elements of work required for each Work Order: equipment, methodology, temporary environmental controls, mobilization, permits and any other significant items. Mobilization shall include, but not be limited to the movement and transportation of personnel, equipment, supplies and incidentals to the project location and the return trip to their point of origin. This also shall include arranging and setting up of the equipment for overnight parking, supply and arrangement of spill protection materials to meet the spill prevention and containment permit conditions.
- 4) Project Schedule — Provide a timeline for all major items of work. Estimate in days and hours the time required for the Work Order to be performed.

- 5) Cost Estimate — Prepare cost estimates which include costs for each major item of work, project supervision, site utilities and facilities, disposal fees, mobilization/demobilization, bonds and any other costs associated with this work including profit and overhead and contingency. All costs must be consistent with rates bid or rates specified in the Contractor's Master Price and Rate Schedule for any additional items not bid but deemed necessary for the task. Any items not included in the bid rates or Master Price and Rate Schedule shall be subject to approval of the CSLC Project Engineer.
8. Changes — The CSLC Project Engineer reserves the right to make such alterations, deviations, additions to, or deletions from the Work Order, plans and specifications, as deemed necessary or advisable by the CSLC Project Engineer. Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order.
9. Contract Bonds — The bidder awarded the contract will be required to furnish a payment bond and performance bond.
 - 1) Bidders Surety — A bidders bond or other surety equal of \$10,000 shall be submitted with the Cost Proposal. Bidder's security for the three lowest bidders will be held until the agreement has been executed or all bids rejected. After such time, the security shall be returned
 - 2) Payment Bond — The Payment bond shall secure the payment of the claims of laborers, mechanics, or material-persons employed for work under this Agreement. Upon award of contract, Contractor shall furnish a payment bond made payable to the "California State Lands Commission" in a sum equal to 100% of the contract value. Payment bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California. Two copies of bond shall be submitted on State Form STD 807 (Attachment 10). The amount of this bond may be reduced dependent on the availability of funding for this project.
 - 3) Performance Bond — The Performance Bond shall guarantee the faithful performance of this Agreement. A notarized statement from the bonding company your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this bid and the resulting Agreement in the sum equal to the amount of the contract. This bond must guarantee Contractor's compliance with the terms of this Agreement. Upon award of contract, Contractor shall furnish a two copies of performance bond made payable to the "California State Lands Commission" in a sum equal to 100% of the contract value. Performance bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California. The amount of this bond may be reduced dependent on the availability of funding for this project.
 - 4) Bidder must certify that it has sufficient bonding capacity to accommodate both Payment and Performance bonds at 100 % of the value of the bid each.
10. Insurance — Contractor shall be required to provide evidence of coverage for the following:

Commercial Liability Insurance — Commercial general liability insurance at least as broad as the most commonly available (Insurance Services Office) ISO policy form number CG 0001 covering bodily injury, property damage and personal injury and with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractors limits of liability. The policy shall include the State of California, its officers, agents, and employees as additional insured.

Vehicle Liability Insurance — 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 or hired. The policy shall include the State of California, its officers, agents and employees as additional insured

Worker Compensation Insurance — Contractor shall maintain statutory worker's compensation, and employer's liability coverage in the amount of \$1,000,000/employee/disease/each accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation endorsement in favor of the State of California.

Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to California State Lands Commission; ; (b) be maintained at Contractor's sole expense; and (c) require at least thirty (30) days written notice to State prior to any cancellation, nonrenewal or material modification of insurance coverage. Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All Insurance companies issuing such policies shall be licensed to do business in the State of California.

Evidence of the required coverage is to be an original certificate of liability insurance with the California State Lands Commission as the certificate holder. In addition to certificate the additional insured endorsement is needed for the commercial general liability policy, and the waiver of subrogation endorsement is needed for the workers' compensation policy.

11. Labor — Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required and workmanship shall be the best. Any person the CSLC Project Engineer deems incompetent or disorderly shall be promptly removed from the work by the Contractor.
12. Subcontractors/Special Services — When subcontractors or special services are required in performance of the work and have been approved in the work plan, the Contractor will be compensated for invoiced costs of the services **plus markup cost not to exceed 5 percent**. Said markup shall reimburse the Contractor for profit and additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.
13. Equipment — All equipment shall, in the opinion of CSLC Project Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used. Payment for equipment will be for the time that the equipment is operated on the work. The Contractor will not be compensated for idle equipment or for "stand-by" time for equipment, which is not required for a particular phase of work or for which an operator is not available or for which equipment is inoperative due to breakdown. A Work Order may authorize compensation for idle time for specialized equipment that may be required on the site, but used on a limited basis subject to the determination of the Project Engineer.

After commencement of work, should it become necessary to suspend work for more than 2 working days for reasons beyond the control of the Contractor, the Contractor shall immediately notify CSLC Project Engineer in writing. CSLC Project Engineer will promptly investigate and determine whether or not to compensate the Contractor for the idle equipment. If the CSLC Project Engineer determines compensation is necessary, CSLC Project Engineer will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for idle equipment charges.

14. Accident Prevention — Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor awarded the

agreement shall comply with all applicable laws relating to safety precautions, including the safety regulations of CAL/OSHA Division of California Labor and Workforce Development Agency.

15. Disposal — The Contractor shall be responsible for disposal, at an approved dumpsite, of all material and debris removed. The Contractor shall pay all fees for disposal. Upon the proper disposal of hazards, the Contractor shall provide to the CSLC Project Engineer a copy of the invoice received from the disposal yard. If any material encountered during the work is determined or is suspected to be a hazardous substance in excess of limits defined in Title 8 CCR 5192 Section (a) (d) Hazardous Waste Operations, the Contractor shall follow all prescribed health and safety procedures during clean-up, packaging, transportation, and disposal or recycling of that material.

At the completion of work at each site, the Contractor shall make every effort to clean up and remove all items of equipment and all rubbish and debris resulting from the performance of work. Any temporary access ramps shall be removed and all beach areas, including access points, etc., shall be restored as closely as possible to their original condition and to the satisfaction of the CSLC Project Engineer.

16. Work Site Inspection — Contractor shall at all times permit CSLC Project Engineer and any other authorized agents to visit and inspect the work at the workplace.
17. Location/Site Access — CSLC Project Engineer, at his discretion, may identify new hazards to be removed and add to the Contractor's Scope of Work or delete some of the hazards from existing Work Orders.

Access to the work sites will be responsibility of CSLC and necessary permits for right of way have either been obtained or will be obtained by CSLC.

18. Permits — CSLC has either obtained or will obtain all the necessary permits. Contractor shall provide support when requested by the CSLC Project Engineer.

19. State's Rights to Stop Performance and/or Carry out Work

- 1) State's Right to Stop the Work — If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents; or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the Contract time; or disregards the instructions of the State Project Engineer based on the requirements of the Contract documents; State may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; provided however, the right of the State to stop the work shall not give rise to a duty on the part of State to exercise this right for the benefit of Contractor or any other or entity and any delay resulting from such work stoppage shall not extend any milestone date identified in the Contract or the required dates of substantial or final completion.
- 2) State Right to Carry out the Work — If Contractor fails to carry out the work in accordance with the Contract Documents and fails within a five (5) day period after written notice from the State to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, State may regardless of whether an event of default has occurred, and without prejudice to other remedies the State may have, correct such deficiencies. In such case an offset may be deducted from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for the State and State Manager's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the difference to State on demand. The correction of such deficiencies by the State or by others shall not relieve Contractor of any obligation or liability for the Work and shall not operate to waive any right or claim of State.

20. Laws and Regulations — Contractor and all his agents and employees shall observe and comply with all prevailing federal and state laws, which in any way affect conduct of work under this agreement. Contractor shall at his expense, obtain all permits and licenses required and shall comply with all laws in connection therewith.
- 1) Employment of Undocumented Aliens — No State Agency or department, as defined in Public Contract Code Section 10357, that is subject to this code, shall awarded a public contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.
 - 2) Anti-trust Claims — In submitting a bid to the CSLC, the bidder offers and agrees that if the bid is accepted, it will assign to the CSLC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials for work of this Contract. Assignment shall be deemed effective at the time of tender or final payment to Contractor. Contractor shall include, or cause to be included, similar provisions in Subcontracts for work of this Contract.
 - 3) Drug-Free Workplace — The Contractor will, by signing any future Contract agreement, swear under penalty of perjury under the laws of the State of California that Contractor is in compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. 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, as required by Government Code Section 8355(a).
 2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a) The danger of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation and employee assistance programs; and
 - d) Penalties that maybe imposed upon employees for drug abuse violations.
 - e) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed agreement:
 - i) Will receive a copy of the company's drug-free policy statement; and
 - ii) Will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
 - 4) Prevailing Wage — Comply with Labor Code Section 1775. Contractor shall comply with the Labor Code and pay prevailing wage rates recognized in the collective bargaining agreement applicable in the County in which the work is to be performed and applicable to the particular craft, classification, or type of worker employed on the project.

- 5) Hours of Labor — Eight hours of labor constitutes a legal day's work, work performed by employees or contractors in excess of eight hours per day, and 40 hours during one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half time basic rate of pay, as provided in Labor Code Section 1815.
- 6) Travel and Subsistence Payment — Contractor shall pay travel and subsistence payments to each employee needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.1.
- 7) Apprentices — Properly registered apprentices may be employed in prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- 8) Workers Compensation — In accordance with provisions of Labor Code Section 3700, Contractor will be required to secure payment of workers compensation to his employees.
- 9) Air and Water Pollution Control — In accordance with Public Contract Code Section 10231 and Government Code Section 11017, Contractor and Subcontractor shall comply with Air and Water Pollution Control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Contract. See Exhibit A "Scope of Work and Specifications" for additional requirements.
- 10) Record Keeping — Contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

B. Bid Requirements and Information:

1. Time Schedule – All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
1) IFB available to prospective bidders	December 27, 2017
2) Mandatory Prebid Conference at 11:00AM	February 13, 2018
3) Final Date for Bid Submission by <u>2:00 PM</u>	March 7, 2018
4) Public Bid Opening	March 7, 2018
5) Notice of Award (<i>Estimated</i>)	March 14, 2018
6) Agreement development, processing and execution	March 22, 2018
7) Start Date of Agreement (<i>Estimated</i>)	April 10, 2018
8) Termination Date of Agreement (<i>3 year after start date</i>)	TBD

2. Mandatory Pre-Bid Conference/Sites Inspection - Bids may only be submitted by those firms that attended the Mandatory Pre-bid Conference/Site Inspection. In the case of Joint Ventures, only one participant of the Joint Venture is required to have attended. Representatives at the meeting may only represent one firm or joint venture. A subcontractor may not represent a bidder.

3. Submission of Bid:

- a) Bids not submitted under sealed cover may be rejected. A minimum of 2 copies of the bid must be submitted.
- b) Bids shall be accompanied by one of the following form of bidder's security in the amount of \$10,000: cashier's check, certified check or bidder's bond executed by a surety made payable to the "California State Lands Commission." Please identify Bid Log Number 2017-06 on your check or bond.
- c) Bids must be received by the California State Lands Commission by the date and time shown in Section B, Bid Requirements and Information, Item 1) Time Schedule. The sealed envelope must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(IFB Name and Number)
(Your Firm Name)
(Your Firm Address)
- DO NOT OPEN -

- d) Mail or hand deliver bids to the following address:

Annabell Abeleda, Contracts Officer
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

- e) Bidders are solely responsible for insuring delivery of their bid no later than the date and time specified in this IFB. Use of the U.S. Postal Service, express or overnight delivery, or any other service which might result in delayed delivery shall not relieve the bidders from the conditions of the specified deadline. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid at the address stated above. Bidders may verify receipt of their bid by contacting Annabell Abeleda at (916) 574-1871.
- f) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- g) All bids shall include the documents identified in the Required Attachment Checklist. Bids not including the proper required attachments shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.
- h) Bids to perform work of a kind for which a bidder is not properly licensed and qualified will be rejected.
- i) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications or contingencies will not be considered and will cause a bid to be rejected.
- j) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- k) Costs for developing bids and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State of California.

- l) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- m) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with Section 3, b) above. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- n) Bidders are cautioned not to rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- o) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- p) The CSLC may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- q) The CSLC reserves the right to reject all bids at any time where it determines it is in the best interests of the State. CSLC is not required to award the agreement and reserves the right to terminate in whole or in part at its sole discretion any contract award at any time upon giving written notice.

4. Evaluation and Selection:

- a) Bids shall be opened publicly at the time and location indicated in this IFB. 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 put each bid through a process of evaluation to determine its responsiveness to the specifications.
- c) Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- d) The final selection will be made on the basis of the lowest responsible bid.
- e) Bidder's security for the three lowest bidders will be held until the agreement has been executed or all bids rejected. After such time, the security shall be returned.

5. Standard Conditions of Service:

- a) **Upon award of the agreement, Contractor must furnish a payment bond and performance bond. The amount of each bond shall be specified by the State up to an amount equal to the amount of the contract each. Payment Bond shall be submitted on State form STD 807.**
- b) Contract work shall not begin prior to the express date set by the State Lands Commission (CSLC), all government agency approvals have been obtained, and the agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, CSLC, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In

addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

- c) All performance under the agreement shall be completed on or before the termination date of the agreement.
 - d) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 4/2017) are not negotiable. The GTC 4/2017 may be viewed at Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
 - e) Upon award of the agreement, Contractor must complete and submit to the CSLC the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the CSLC.
 - f) Upon award of the agreement, Contractor must sign and submit to the CSLC, page 1 of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. This document is only required if the bidder has not submitted this form to the CSLC within the last 3 years.
 - g) No oral understanding or agreement shall be binding on either party.
6. Disposition of Bids – Bids will become public records upon publication of Award. All documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Notice of Award" is posted.

Bids packages may be returned only at the bidder's expense, unless such expense is waived by the CSLC.

- 7. Standard Agreement Language – The Contractor should review the terms of the proposed Contract and become familiar with its language. This will substantively be the Contract that will be entered into between the State and the Contractor.
- 8. Disabled Veterans Business Enterprise Participation Requirements and Incentive – This project has a mandatory participation goal of three percent (3%). The three percent (3%) goal may be achieved by a combined effort of the Contractor and subcontractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources.

In accordance with Section 999.5(a) of the Military and Veterans code an incentive will be given to bidders who provide DVBE participation. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process. For award based on low bid, the incentive is applied by reducing the bid price by the amount of incentive received. The following percentages will apply for awards based on low bid.

- 9. DVBE Incentive: For this IFB, we are offering progressive incentives to those bidders who exceed the three percent (3%) DVBE participation requirement. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process. For award based on low bid, the incentive is applied by reducing the bid price by the amount of incentive points received.

CONFIRMED DVBE PARTICIPATION LEVEL	DVBE INCENTIVE
3.01-3.99%	1%
4.0-4.99%	2%
5.0-5.99%	3%
6.0-6.99%	4%
7% and Over	5%

10. Small Business Enterprise Preference Program To ensure that a fair proportion of California State contracting and subcontracting is placed with small business enterprises, the State of California established a five percent (5%) small business preference program not to exceed (\$50,000). A certified Small Business may only be displaced by another Small Business with higher percentage of DVBE participation and a lower adjusted bid price.

a) Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in § 1896.8, and when the small business:

- 1) Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to § 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
- 2) Has submitted a timely, responsive bid; and
- 3) Is determined to be a responsible bidder.

(b) Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in §1896.8, and when the non-small business bidder:

- 1) Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses; and
- 2) Has submitted a timely, responsive bid; and
- 3) Is determined to be a responsible bidder; and
- 4) Submits a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

11. Total Business Preference Limitation - The total combined preferences offered on this bid shall not exceed \$50,000. They shall be used only for computation purposes to determine the lowest qualified bidder for selection and award purposes only. The contract shall be awarded at the actual bid amount.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

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

Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the State. For your bid to be responsive, all required attachments and enclosures listed must be returned and complete. This checklist should be returned with your bid package also.

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet <ol style="list-style-type: none"> 1. Project Cost Breakdown and Cost Summary (Attachment 3) 2. Master Price and Rate Schedule – A Detailed Rate Sheet for all Contractors Personnel Classifications and Equipment. 3. GSPD-05-105 Bidder’s Declaration and Listing of Sub-Contractors https://www.documents.dgs.ca.gov/pd/poliproc/master-biddeclar08-09.pdf 4. Std.843 Disabled Veteran Business Enterprise Declaration and copies of DVBE certification letters for Prime and/or each DVBE subcontractor firm proposed as applicable. https://www.documents.dgs.ca.gov/pd/poliproc/std-843fillprintfields.pdf
_____ Attachment 4	Bidder References must be responsive to Qualifications of Contractors as specified in Section A.4 of the IFB.
_____ Attachment 5	Compliance with Government Code Section 87100
_____ Attachment 6	Non-collusion Affidavit (must be notarized)
_____ Attachment 7	Pre-qualifications for Contractor
	Other Required Items Name/Description
_____ (Bidder Provides)	Bid Surety equal to 10% of bid amount (no form provided)
_____ (Bidder Provides)	Certification from Surety Company on Sufficient Bonding Capacity (no form provided; must be notarized). Must certify capacity up to the full amount of the agreement each for Performance and Payment bonds.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

[This Bid/Bidder Certification Sheet must be signed and returned along with all the "Required Attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. It is not necessary to return the other Bid Package materials or the sample Standard Agreement.]

- A. All required attachments are included with this certification sheet.
- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- 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.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Bidder's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, enter certification number: _____		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 OSBCR, if an application is pending:		

ATTACHMENT 2

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 3

Cost Worksheet

A Microsoft Excel spreadsheet version of Attachment 3 Cost Proposal Worksheet has been provided accompanying this IFB. Bidders are encouraged to use this spreadsheet to avoid arithmetic errors.

Additional information to be provided with costs includes:

- Master Price and Rate Schedule - Detailed Rate Sheet for all Contractors Personnel Classifications and Equipment
- GSPD-05-105 Bidder's Declaration and Listing of Sub-Contractors
<http://www.documents.dgs.ca.gov/pd/calcard/BidderDeclarationGSPD05105.pdf>
List all subcontractors as applicable. If Prime is not a DVBE, must list subcontractor(s) that are to meet the mandatory participation goals
- Std.843 Disabled Veteran Business Enterprise Declaration or copies of DVBE certification letters
<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>
Separate submittal for each DVBE firm proposed, for prime and subcontractors as applicable.

ATTACHMENT 4

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment and all requested materials with your bid will cause your bid to be deemed non-responsive and will be rejected.

The Bidder shall submit evidence that its firm or joint venture partners and subcontractors are experienced and competent to perform the work requested in this IFB. The evidence shall include references from at least five similar and successful projects.

Each of the five similar projects must include:

- a) Client for whom the work was performed
- b) Name, address, contact information as specified below of knowledgeable person of the Client for whom the Project was performed.
- c) Project Description.
- d) Name(s) of person(s) in charge.
- e) Detailed description of the project and equipment used.

This evidence shall demonstrate that the Bidder/Contractor has sufficient competent experienced personnel and proven methods to carry out the operations specified in this IFB. Failure to provide adequate information shall be deemed as non-responsive to the bid requirements and the bid will be rejected.

This information shall be provided on the forms included in this attachment. **No alternative formats will be accepted.**

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided including Person in Charge of Operations and equipment used.			

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided including Person in Charge of Operations and equipment used.

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided including Person in Charge of Operations and equipment used.

REFERENCE 4

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided including Person in Charge of Operations and equipment used.

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided including Person in Charge of Operations and equipment used.			

ATTACHMENT 5

COMPLIANCE WITH GOVERNMENT CODE, SECTION 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with CSLC. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by CSLC, or who may have a financial interest in the policies and programs of CSLC and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury.

CURRENT CLIENTS MEETING ABOVE CRITERIA

CLIENT NAME	CONTRACT	ADDRESS	PHONE

NOTE: Upon determination by CSLC that a conflict of interest exists as a result of the disclosed relationship will be grounds for disqualification of bidder.

ATTACHMENT 6

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the bidder declares 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 or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; 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.

Note: The above Non-collusion Affidavit is part of the bid submission. Signing this bid on the signature portion thereof shall also constitute signature of the Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Dated: _____

By _____
(person signing for bidder)

**MUST BE NOTARIZED
(attach acknowledgement)**

ATTACHMENT 7

PREQUALIFICATIONS FOR CONTRACTOR

In 1999, the Legislature enacted a law that allows public agencies to require licensed contractors that wish to bid for public works to "pre-qualify" for the right to bid on a specific public works project. To qualify, Contractor seeking to bid on public works project is required to answer the following:

1. Identification of company submitting this bid:

Name of firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

2. Person authorized to execute an agreement for the company:

Name: _____

Title: _____

3. Type of company (must be one of the following, check applicable):

Corporation Partnership Individual Joint Venture

4. Bidder possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.

Yes No

5. Current Class A, General Engineering Contractor license is required. Complete the following:

Licensee: _____

License Number: _____ Expiration Date: _____

6. Do you have a written company Illness and Injury Prevention Program?

Yes No

7. Bidder has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

Yes No

8. Bidder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 ET. seq.

Yes No

9. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you are bidding.

Yes No

ATTACHMENT 7

10. Has there been any occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws?

Yes No

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations or the laws pertaining to use of apprentices on public works?

Yes No

12. Has the bidder, any officer of the bidder or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation?

Yes No

13. Has the bidder been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "bidder" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Yes No

14. Most recently completed public works project. Type of work (mark all that apply):

Solid waste removal/disposal

Recycling of solid waste

Grading and drainage

Hazardous waste removal/disposal

Earth embankment/fill placement

I, the undersigned, certify and declare that I have read all the foregoing answers to the above questions and know their contents. Answers to above questions are true and of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Signature

Print Name and Title

Date Signed

ATTACHMENT 8

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____

has awarded to _____ whose address is

(CONTRACTOR/PRINCIPLE)

_____ as Principle, a contract for the work described as follows:

WHEREAS, the provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

- 1. That if said Principle or its subcontractor shall fail to pay any of the persons name in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

Attachment 9

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD.204 (REV.2-99 (REVERSE))

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call1-800-852-5711
From outside the United States, call..... 1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0615
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ATTACHMENT 10

Note to Bidders: The following 8 pages represent a sample of the contract that will be awarded from this IFB.

STANDARD AGREEMENT

STD.213 (REV. 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME _____

CONTRACTOR'S NAME _____

2. The term of this Agreement is: _____

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

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

- | | |
|---|------------|
| Exhibit A – Scope of Work | Page(s) |
| Exhibit B – Budget Detail and Payment Provision | Page(s) |
| Exhibit C* – General Terms and Conditions | GTC-4/2017 |
| Check mark one item below as Exhibit D: | Page(s) |
| <input checked="" type="checkbox"/> Exhibit D – Additional Provisions (attached hereto as part of this agreement) | |
| <input type="checkbox"/> Exhibit D* – Additional Provisions | |
| Exhibit E – Additional Provisions | Page(s) |

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) _____			
BY (Authorized Signature) _____		DATE SIGNED _____	
PRINTED NAME OF PERSON SIGNING	TITLE		
ADDRESS _____			
STATE OF CALIFORNIA			
AGENCY NAME _____			
BY (Authorized Signature) _____		DATE SIGNED _____	
PRINTED NAME AND OF PERSON SIGNING	TITLE		
ADDRESS _____			
		<input type="checkbox"/> Exempt per _____	

ATTACHMENT 10

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to perform the work described in the California State Lands Commission's Invitation for Bid (IFB), Bid Log Number _____, entitled _____. All work performed pursuant to the terms of this agreement shall be done to the reasonable satisfaction of the CSLC.
2. The part of this agreement are complementary and describe and provide for the completion of the services specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.
3. An inconsistency in this agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order:
 - a) Standard Agreement
 - b) Scope of Work to be Performed
 - c) Invitation for Bid (Bid Log Number _____, entitled _____)
 - d) Contractor's Response to Invitation for Bid

Item b and c above and their supporting documentation are hereby incorporated by reference and made a part of this Agreement as if included herein.

4. The services shall be provided during working hours, Monday through Friday, except holidays.
5. The CSLC Project Engineer during the term of this Agreement will be:

<u>(Requesting Agency Name)</u>	<u>(Providing Agency Name)</u>
Name:	Name:
Tel:	Tel:
Fax:	Fax:
E-mail:	E-mail:

6. Direct all Agreement inquiries to:

<u>(Requesting Agency Name)</u>	<u>(Providing Agency Name)</u>
Name:	Name:
Tel:	Tel:
Fax:	Fax:
E-mail:	E-mail:

ATTACHMENT 10

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment: For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825-8202
Attn: Annabell Abeleda

2. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

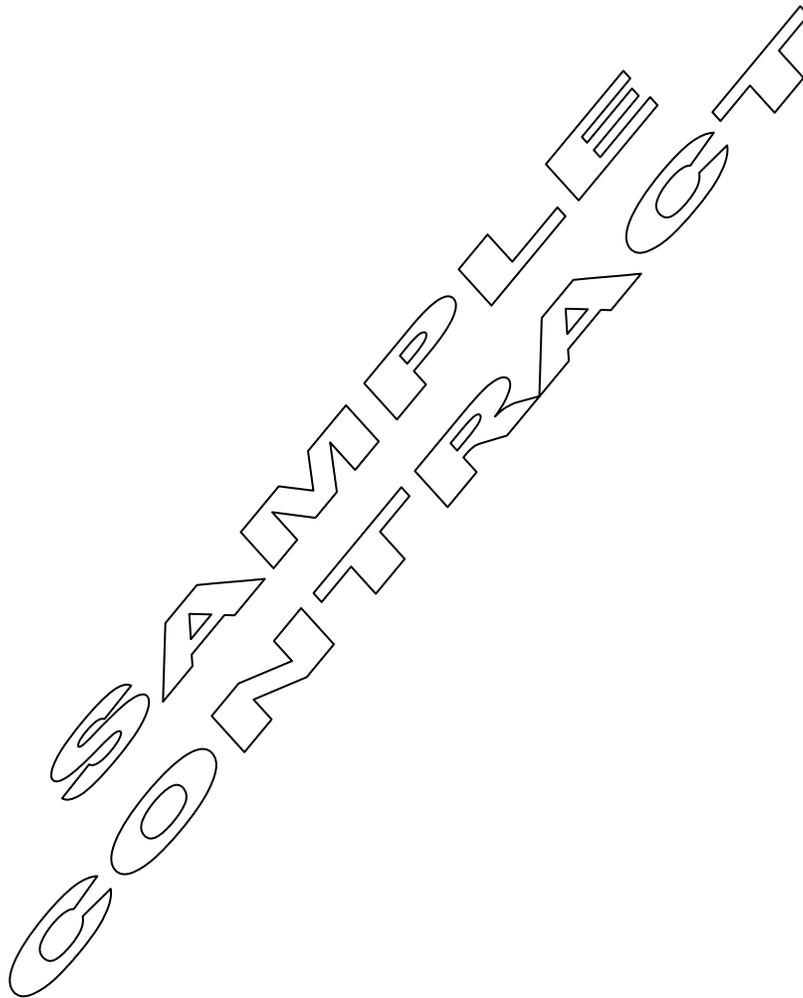
3. Prompt Payment Clause: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
4. Progress Payment: Progress payments are permitted for tasks completed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

ATTACHMENT 10

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions are no longer attached as an exhibit to the agreement. It can be viewed on the Internet site at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>



ATTACHMENT 10

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Effective Date – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. Renewal Option The State shall have the option of renewing this Agreement for two (2) consecutive years. If the State exercises the option, the Agreement shall include an option provision for the second additional year. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed five (5) years.
3. Settlement of Disputes: In the event of a dispute, Contractor shall file a "Notice of Dispute" with *California State Lands Commission, Executive Officer or designee* within ten (10) days of discovery of the problem. Within ten (10) days, the California State Lands Commission or designee shall meet with the Contractor and CSLC Project Engineer for purposes of resolving the dispute. The decision of the California State Lands Commission or designee shall be final.

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

4. Evaluation of Contractor: Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the contract amount is over \$5,000.
5. Termination Clause: The State reserves the right to terminate this agreement without cause upon 30 days written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

6. Insurance Requirements Prior to commencing any work Contractor shall furnish to the State a certification of insurance in accordance with the requirements of this section.

Commercial Liability Insurance — Commercial general liability insurance at least as broad as the most commonly available ISO policy form CG 0001 covering bodily injury, property damage and personal injury and with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractors limits of liability. The policy shall include the State of California, its officers, agents, and employees as additional insured.

Vehicle Liability Insurance — 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 or hired. The policy shall include the State of California, its officers, agents and employees as additional insured

Worker Compensation Insurance — Contractor shall maintain statutory worker's compensation, and employer's liability coverage in the amount of \$1,000,000/employee/disease/each accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation endorsement in favor of the State of California and the California Department of Parks and Recreation".

EXHIBIT D

SPECIAL TERMS AND CONDITIONS cont'd

Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to California State Lands Commission; ; (b) be maintained at Contractor's sole expense; and (c) require at least thirty (30) days written notice to State prior to any cancellation, nonrenewal or material modification of insurance coverage. Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All Insurance companies issuing such policies shall be licensed to do business in the State of California.

Evidence of the required coverage is to be an original certificate of liability insurance with the California State Lands Commission as the certificate holder. In addition to certificate the additional insured endorsement is needed for the commercial general liability policy, and the waiver of subrogation endorsement is needed for the workers' compensation policy.

7. Potential Subcontractors Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
8. Public Works - Rules/Regulations The Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
9. Employment of Undocumented Aliens No state agency or department, as defined in Public Contract Code Section 10357, that is subject to this code, shall award a public contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.
10. Antitrust Claims Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) 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.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code section 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS cont'd

11. National Labor Relations Certification By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Relations Board.
12. Americans with Disabilities Act By signing this Agreement, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC Section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
13. Prevailing Wage Rates The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

The prevailing wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates or for the necessity for payment by the Contractor of subsistence, travel time, overtime or other added compensations.

If it becomes necessary to employ work classifications other than those listed, the Contractor shall notify the State immediately. The State will ascertain the additional prevailing wage rates. The rates thus determined shall be applicable as the minimum from the time of initial employment.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with section 1770 through 1780 of the California Labor Code.

14. Audit Language The Contractor agrees that the awarding agency or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the Contractor's records, files, documents, accounts and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The state agrees to treat as confidential any proprietary information obtained as a part of any such audit.
15. Licenses and Permits: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all licenses and permits required by law for accomplishing any work required in connection with this contract.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS cont'd

16. Labor Code Certifications

- a. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- b. It is hereby mutually agreed that the contractor shall forfeit to the State \$50.00 for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- d. Properly registered apprentices maybe employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
- e. The Contractor and each subcontractor must comply with the requirements of the Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- f. Each Contractor and subcontractor shall comply with the Labor code Section 1776 regarding record keeping.