



DEPARTMENT OF FISH AND GAME

JOHN MCCAMMAN, DIRECTOR



**INVITATION FOR BID
Notice to Prospective Bidders**

You are invited to review and respond to this Invitation for IFB IFB-004-R4, entitled Bathroom Remodel at Kern River Hatchery. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Fish and Game (DFG), this Invitation for Bid (IFB) is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Marvin Waters
Department of Fish and Game
(760) 376-2846

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

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A. Purpose and Description of Services

The project is located at Kern River hatchery, located at 14467 Sierra Way, Kernville, CA 93238, Kern County, California.

Contractor to provide all labor, tools, equipment, materials, permits, and taxes not provided by the facility necessary to complete the bathroom remodel at State residence # R-14467.

B. License Requirements

B License

C. Estimated Cost

\$8,000.00

D. Time of Completion

Twenty (20) working days

E. Bid Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	06/08/11
Pre-bid Walkthrough	06/10/11
Bid Opening	06/13/11 @ 2:00 PM
Notice of Intent to Award	06/13/11
Proposed Award Date	06/13/11
Proposed Start of Construction Date	07/11/11

2) Pre-Bid Conference & Reasonable Accommodation

- a) An mandatory pre-bid walkthrough is scheduled on Friday, June 10, 2011 at 11:00, walkthrough location address is 14467 Sierra Way, Kernville California 93238, for the purpose of discussing concerns regarding this IFB.
- b) In the event this bid requires a mandatory walkthrough and a potential prime contractor is unable to attend the mandatory pre-bid conference/walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference/walkthrough. "No bid will be accepted unless the bidder or his authorized representative was in attendance."
- c) For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-bid walkthrough. The contractor must call Marvin Waters at (760) 376-2846 no later than the day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

3) Instructions to Bidders

a) BIDS

The DFG reserves the right to reject any or all bids and waive any informality in any bid.

To receive consideration, bids shall be made in accordance with the following instructions:

Bids **MUST** be made on the forms supplied by the DFG, and shall be properly executed in ink with all items filled out; numbers stated in figures; the completed forms shall be without interlineations, alterations, erasures, or alternatives. **Alternate Bid Forms will not be considered and will be cause for rejection of such bids.**

To be accepted, bids must have an original signature in ink by the bidder or an officer of the bidder who has authority to sign contracts binding upon the bidder. Unsigned bids will be considered non-responsive and will be rejected. Signature stamps are **NOT** acceptable.

The bidder is cautioned to check all figures and further understands that the State will not be responsible for any errors or omissions on the part of the bidder in making up said bid.

Bidder shall set forth in his/hers bid:

- (1) Name and address of each subcontractor who will perform work or labor or render service to Contractor in excess of ½ of 1 percent of the total bid.
- (2) Portion of the work which will be done by each subcontractor.

FAILURE OF BIDDER TO SPECIFY A SUBCONTRACTOR for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself/herself.

Vendors or suppliers of materials need not be listed.

b) Bidder's Security

Bids of \$5,000 and over shall have enclosed a **Cashiers Check, Certified Check, or a Bidder's Bond** executed as surety by a corporation authorized to issue surety bonds in the State of California, made payable to the Department of Fish and Game, in an amount equal to at least 10% of the amount bid.

NO BID WILL BE CONSIDERED UNLESS ONE OF THESE FORMS OF BIDDER'S SECURITY IS ENCLOSED WITH THE BID.

If bidder's security is a bidder's bond, it **MUST** be executed on the Bidder's Bond form included in the bid documents.

c) Interpretation of Drawings and Documents

Should a bidder find discrepancies in, or omission from, the drawings or specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Contract Manager, and should it be found necessary, a written Addendum will be sent to all bidders. The DFG will not be responsible for any oral instructions.

INTERPRETATIONS AND ADDENDA: No oral interpretations shall be made to any bidder as to the meaning of any of the contract, or be effective to modify any part of the provisions of contract. Every request for any interpretation shall be made in writing and addressed and forwarded to the DFG, Marvin Waters, email mwaters@dfg.ca.gov.

d) Addendum

Any addendum issued during time of bidding and before the time of bid opening, or forming a part of documents loaned to bidders for the preparation of the bid shall be covered in the bid and shall be a part of the contract

e) Employment of Undocumented Aliens

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

f) Small Business Preference

Section 14835 et seq. Of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and DVBE Certification (OSDC) by 5:00 p.m. on the date bids are opened, and must be subsequently verified and approved by OSDC. Questions regarding the preference approval should be directed to that office at (916) 375-4940 or (800) 559-5529.

Bidders requesting the SMALL BUSINESS PREFERENCE shall complete the Small Business Preference and Certification Request form (Attachment 7) and shall submit with their bid, a copy of the small business certification approval letter issued by the Office of Small Business Certification.
See www.pd.dgs.ca.gov

g) DVBE Incentive

The DVBE Incentive, (Senate Bill 115, Chaptered October 2005, Regulations adopted October 2007) provides bidding firms with the opportunity to receive incentive calculations which may then place the bidding firm in line for the contract award when they elect to partner with California certified DVBE businesses. The bidding firm may receive a five percent (5%) incentive. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Subchapter 10.6. A copy of the regulations is available upon request.

To claim the DVBE incentive, which may not exceed \$100,000 for any bid, bidders shall complete the DVBE PROGRAM INCENTIVE APPLICATION REQUEST form (Attachment 8) and shall submit with their bid.

h) Antitrust claims

"The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments."

"If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550 - 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such

demand, reassign the cause of action assigned under Government Code sections 4550 - 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

4) Submission of Bids

- a) All bids must be submitted under **sealed** cover and sent Department of Fish and Game by dates and times shown in Section D, Bid Requirements and Information, Item 1) Key Action Dates, (page 2). The sealed cover 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-004-R4
Bathroom Remodel at Kern River Hatchery
Attn: Contracts
1234 E. Shaw Avenue
Fresno, CA 93710

DO NOT OPEN

Bids not submitted under sealed cover may be rejected.

All bids shall include the documents identified in Section H; Required Bid Documents for Bidding Purposes. 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.

- b) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- c) Mail, or hand deliver, or overnight express all bids to the following address:

Department of Fish and Game
Attn: Contracts
1234 E. Shaw
Fresno, CA 93710

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, page 9. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) 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.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. 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.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

- l) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) 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.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

5) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award if made, will be to the lowest responsive responsible bidder.

6) Award and Notification

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.

7) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

8) Agreement Execution and Performance

- a) Performance shall start not later than the express date set by the DFG Contract Manager and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, 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.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

9) Contract

- a) **Bids shall remain valid for 120 calendar days after the bid opening date:** The State will endeavor to execute a contract within 120 calendar days from the bid opening date. The contract is not executed until the appropriate State agency has approved the contract. Bidders shall hold their bids for 120 calendar days

after the bid opening date. **Upon expiration of 120 calendar days from the bid opening date, bidders may withdraw their bids. If bidder, after expiration of 120 calendar days from the bid opening date fails to withdraw its bid and a contract is subsequently approved by the appropriate State agency and executed, bidder shall have no claim for any reason to amend its bid.**

- b) If contract is awarded, the successful responsible low bidder will be required to execute and deliver to the State the required documents.
- c) When the contract price exceeds \$5,000.00, the apparent low bidder shall provide and execute the required number of copies of the contract documents, (Payment and Performance Bonds, General and Automobile Liability Insurance, Workers Compensation and Employers' Liability Insurance, and STD 210) and return them within twenty (20) working days after he/she has received notice that he/she is the apparent successful low bidder. Signature of the apparent successful low bidder on the contract documents will complete identification of these documents.
- d) Failure to provide the required executed contract documents within the twenty (20) working days may be deemed refusal of an award which may be cause for forfeiture of bidder's security.
- e) The State may award to the next lowest responsible bidder and avail itself of all legal remedies provided by statute.
- f) Proposed Award Date identified in E) 1) Key Dates is based on accurate contract documents being returned within the set time as described in c) above. Documents not having the correct language or delays in receiving documents from the Contractor will delay the Proposed Award and Start of Construction Dates.
- g) The contract shall be binding upon the State only after approval by the State. Should work begin in advance of receiving notice that the Contract is approved, that work shall be considered as having been done by a volunteer and Contractor shall go unpaid.

F) Preference and Incentive Programs

- a) Small Business Preference: See Instructions to Bidders; f) Small Business Preference
- b) DVBE Incentive Program: See Instructions to Bidders; g) DVBE Incentive

STATE OF CALIFORNIA <i>(For agreements up to \$9,999.99)</i> STD. 210 (Revised 6/2003)	AGREEMENT NO. S0	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
STD 210 ALL (Public Works ONLY to \$9,999.99)	REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. SUBMIT INVOICE IN TRIPLICATE TO:	FOR STATE USE ONLY
Department of Fish and Game Program Name Program Address (Street Address) Program City, State, Zip Code	<input type="checkbox"/> STD. 204 <input type="checkbox"/> N/A <input checked="" type="checkbox"/> ON FILE <input type="checkbox"/> ATTACHED <input type="checkbox"/> CERTIFIED SMALL BUSINESS <input type="checkbox"/> CCCs <input type="checkbox"/> N/A <input checked="" type="checkbox"/> ON FILE <input type="checkbox"/> ATTACHED <input type="checkbox"/> CERTIFICATE NUMBER <input type="checkbox"/> DVBE % <input type="checkbox"/> N/A <input type="checkbox"/> GFE _____ <input type="checkbox"/> Late reason _____ <input type="checkbox"/> Public Works Contractor's License _____ <input type="checkbox"/> Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State . Department of Fish and Game	CONTRACTOR'S NAME , hereafter called the Contractor .
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

2. The agreement term is from _____ through _____

3. The maximum amount payable is \$ _____ pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. **Payment Terms** (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

Exhibit A - Scope of Work	1 Page
Exhibit B - Budget Detail and Payment Provisions	3 Pages
*Exhibit C - General Terms and Conditions	GTC 610
Exhibit G - Public Works General Conditions	11 Pages
*Exhibit J - Standard California Nondiscrimination Construction Contract Specifications	STD 18
Exhibit T - Technical Specifications	x Pages
Exhibit P - Attached Drawings	x Pages

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)
 GTC* 610 GIA* 610 *If not attached, view at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
 STD 18* *If not attached, view at <http://www.documents.dgs.ca.gov/osp/pdf/std018.pdf>

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME Department of Fish and Game		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS		ADDRESS			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE SIGNED
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FY	Index Code	Object Code	PCA Code	Component Code	Amount

1. Contractor agrees to provide to the State Department of Fish and Game (DFG) as described herein:
Provide all labor, tools, equipment, materials, permits and taxes necessary <brief description of work>
2. The services shall be performed at <Facility name, address and County>
3. Time of Completion:
4. Construction shall be completed within <thirty> (# of days) **WORKING DAYS** following notice from the State to the Contractor to commence construction. For the purpose of determining contract time, the date on said notice to the Contractor shall be considered as the date of the notice plus three (3) calendar days not counting Sundays or holidays.
5. Additional time will be allowed for delay caused by shortage of materials provided Contractor advises DFG Contract Manager, **IN WRITING**, within fifteen (15) days from the beginning of such delay and provided Contractor has made diligent effort to get supplies from known sources.
6. License Required: <List License Types>
7. Items of Work
All items of work on the Agreement form are to be complete in place. In addition, the specified items shall be in accordance with the following and shall include and furnish all labor, tools, equipment, materials, permits and taxes necessary to:

Item 1 - Install <xxxxxxx>

Item C - Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a unit price basis, as may be determined and allowed by the DFG Contract Manager. The total amount to be paid under this item may be from zero (if no changes are allowed) to the full amount, as determined by the DFG Contract Manager.
8. The Project Officials during the term of this agreement will be:

DFG Contract Manager
Name: Project Contract Manager
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

Contractor Project Director
Name: XXX Contractor
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

1. Invoicing and Payment

- A. For construction 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.
- B. The Contractor shall be paid thirty (30) days in arrears, upon submission of an original and two (2) copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager: [Name]
Region/Division: [Region/Division]
Address: [Address]

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. Payments made prior to satisfactory completion of the work required by the Agreement shall not exceed ninety percent (90%) of the work performed and material in place. Ten percent (10%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement. Final retention shall be released thirty (30) days from final inspection and acceptance of the contract.

When ninety-five percent (95%) of the work is complete, the DFG may reduce the amount being retained from payment requirements to five percent of the estimated value of said work and materials payments.

- E. No progress payment will be made by the State in the event the total contract sum is less than \$10,000, or the project terms is less than thirty (30) days, or the contract is bid on a Lump Sum basis, except that ten percent (10%) retention shall be held for thirty (30) days after completion of the work and then released.
- F. Contract unit, flat fee, or lump sum prices paid for the various items of the contract shall include full compensation for furnishing all material, labor, tools, and equipment, and doing all work involved in accomplishing the fulfillment of the plans and specifications as herein specified. Items necessary for the completion of the work for which no separate prices are herein included shall be considered included in the various items of the contract.
- G. The quantities of items shown on the contract form are determined by computations based on the details and dimensions shown on the plans, and no guarantee is made that the actual quantities, as constructed will be the quantities shown on the contract form. If no changes are made in the work, which affects the quantity of an item paid for on a lump sum basis, no allowance will be made in the event the quantity, as constructed, does not equal the quantity shown on the contract form.
- H. The provisions of Section 9-1.06, Standard Specifications which pertain to the value of materials delivered to the job site and stored for use, shall not apply. Payment for material delivered to the job site shall be made only for that portion of such material complete in place, as specified, at the time the estimate for progress payment is made. No payment shall be paid for materials delivered and stored. Mobilization, if there be such an item, will be paid in accordance with Section 11-1.02 of the Standard Specifications except that the retention of funds provision of Section 9-1.06 shall apply to the contract lump sum item of mobilization.

- I. The invoice shall contain the following information:

- 1. The word "Invoice" should appear in a prominent location at the top of the page(s);
- 2. Printed name of the Contractor;

3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
4. Name of the Region/Division of the Department of Fish and Game being billed;
5. The date of the invoice and the time period covered;
6. The number of the agreement upon which the claim is based, and;
7. An itemized account of the services for which the Department of Fish and Game is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term “from” and “to”;
 - b. A description of the services performed based on Items identified in Item 4; “Budget Detail”;
 - c. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor including retention under the terms of this agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- D. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

3. Prompt Payment Clause

Payment will be made within forty-five (45) calendar days of receipt of an undisputed invoice by DFG Contract Manager as stated in Government Code, Chapter 4.5, commencing with Section 927

4. Budget Detail

All items of work on the Agreement form are to be complete in place. In addition, the specified items shall be in accordance with the following and include and furnish all labor, tools, equipment, materials, permits and taxes necessary to:

Item No.	Approx. Quantity	Items of Work Description	Unit Price	Item Total
1.	1 Job	[Item Description]	Lump Sum	
2.	1 Job	[Item Description]	Lump Sum	
C.	As Determined by the Contract Manager	Contingencies (If Applicable – See Below)	Lump Sum	
TOTAL: Sum of Items 1, 2 and C				\$XX,XXX.XX

5. Contingencies

Contingencies may be added to the final bid cost. Actual Percentage Amount shall be determined at time of Agreement Award and may be from zero percent (0%) to ten percent (10%) as determined by the DFG Contract Manager.

Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a unit price basis, as may be determined and allowed by the DFG Contract Manager. The total amount to be paid under this item may be from zero (if no changes are allowed) to the full amount, as determined by the DFG Contract Manager.

ADDITIONAL PROVISIONS (PUBLIC WORKS)

1. **EXCISE TAX** ~ The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **AVAILABILITY OF FUNDS** ~ Work to be performed under this agreement is subject to availability of funds through the State's normal budget process.
3. **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 Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the DFG, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

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

4. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
5. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the DFG Contract Manager or appointed representative. The DFG Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the DFG Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the DFG Contract Manager's decision.
 - b. The second level appeal must indicate why the DFG Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the DFG Contract Manager's response. This letter of appeal shall be sent to the Department of Fish and Game, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the DFG Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

6. **CONFIDENTIALITY OF DATA** ~ All financial, personal, technical, and other data and information relating to the California State Department of Fish and Game operations which are designated confidential by the California State Department of Fish and Game, and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement shall be protected by the Contractor

for the protection of the Contractor's data and information are deemed by the California State Department of Fish and Game's confidential information, such methods and procedures may be used, with written consent of the California State Department of Fish and Game, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

7. **RIGHT TO TERMINATE** ~ The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

8. **DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

9. **USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.

10. **POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed 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 subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

11. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

12. **CONTRACT BONDS**

- A. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and materials suppliers used on the Work under the Contract. Payment Bonds shall be prepared on a Payment Bond to Accompany Construction Contract (STD 807) as furnished by State.
- B. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Performance Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds shall be prepared on

Performance Bond (FG-188) as furnished by the State.

- C. Bonds shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor shall deliver its required bonds before the date of execution of the Contract.
- D. Bonds shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor shall deliver its required bonds before the date of execution of the Contract.

13. LIABILITY INSURANCE

A. Insurance Requirements

- (1) General Liability Insurance: Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. Said policy shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limits of liability. **The policy shall contain an endorsement naming the State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed for the State under this contract or permit.**
- (2) Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than one million dollars (\$1,000,000) per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles. **The policy shall contain an endorsement naming the State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed for the State under this contract or permit.**
- (3) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain statutory Workers' Compensation and Employers' Liability Insurance for all of Contractor's employees who will be engaged in the performance of Work on Property, including special coverage extensions where applicable. Contractor is required to meet all requirements as stated in California Labor Code, Section 3700. Employer's liability limits of \$1,000,000 are required. **The Worker's Compensation Insurance Endorsement shall contain the following components: "This insurance company agrees to waive all rights of subrogation against the State of California, its officers, agents, employees and servants for losses paid under the terms of this policy which arise from the work performed by the named insured for the State."**

B. Insurance Policies – Each Policy of Insurance shall include all of the following:

- (1) Be in form acceptable by State
- (2) Be in written by an insurer acceptable to the State
- (3) Be maintained at Contractor's sole expense
- (4) Require a minimum of **thirty (30) days written notice to State prior to any cancellation, non-renewal, or modification of insurance coverage**
- (5) Be in full force for the complete term of the Contract including any warranty periods
- (6) Be primary, and not in excess, to any insurance carried by State

C. Insurance Companies

- (1) Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A" or better and a financial size category of "VII" or better to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
- (2) All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

D. Certificate of Insurance

- (1) Concurrent with the execution of the Agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all requirements set forth in this section.
- (2) Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent, Contractor shall provide to state evidence or replacement policy at least ten (10) Working Days prior to the effective date of such cancellation, expiration, or reduction in

coverage.

- (3) The Department of Fish and Game will not provide for, nor compensate the Contractor for any insurance premiums deductibles, retention, or costs contained within their insurance program. The insurance required above shall cover all Contractor supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work under this Agreement do not have insurance equivalent to the above, Contractor liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

E. Contractor's Additional Responsibilities

- (1) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (2) Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of this provision.
- (3) Upon State's request, Contractor shall provide copies of its Workers' Compensation and Employers' Liability Insurance.
- (4) The worker's compensation insurer named in this agreement, agrees to waive all rights of subrogation against the State of California for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

F. State's Remedies – Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may, in addition to any other remedies State has, terminate this Contract immediately, and all payments due or that become due will be withheld, until notice is received by State that such insurance has been restored or replaced in full force and effect and that the premiums, therefore, have been paid to cover a period of time satisfactory to State.

- 14. TESTING** ~ Testing, inspection, and approval of portions of the Work required by the Contract Documents shall be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the State. Contractor shall promptly furnish two certified copies of test results and inspection records to the State Representative. Material and equipment not be incorporated into the project until test results indicate conformance to the Contract Documents.
- 15. INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

When the Work is completed, Contractor shall notify State's Representative and shall request final inspection. Within five (5) Working Days, State's Representative shall make final inspection. Contractor shall be notified in writing of any deficiencies (Punch List). Contractor shall remedy these deficiencies to complete satisfaction of State.

- 16. FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
- 17. FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
- 18. CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Game or any other governmental entity.

19. DEFINITIONS

- ❖ The Contract consists of the agreement, the general conditions of the contract, the special conditions, the notice to contractors, the proposal, the drawings and specifications, including all modifications thereof incorporated in documents before their execution.
- ❖ Wherever in the contract the word Department is used it shall be understood as referring to the Department of Fish and Game.
- ❖ Wherever in the contract the word Contract Manager is used it shall be understood as referring to the Chief Contract Manager of the Department of Fish and Game, acting personally or through an assistant duly authorized in writing for such act by the Contract Manager.
- ❖ Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known.
- ❖ The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.
- ❖ The term "work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

20. CORRELATION AND INTENT OF CONTRACT ~ All parts of the contract are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

21. DETAIL DRAWINGS AND INSTRUCTIONS ~ The Contract Manager shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract, true developments thereof, and reasonably inferable therefrom.

22. OWNERSHIP OF DRAWINGS ~ All drawings, specifications and copies thereof furnished by the Contract Manager are the property of the State. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned on request, at the completion of the work. All models are the property of the State.

23. ROYALTIES AND PAYMENTS ~ The Contractor shall pay all royalties and license fees. He or she shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof.

24. TRADE NAMES ~ Any trade names or manufacturer's names shown herein are, unless otherwise specified, intended as a guide of quality and specifications to the fabricator or Contractor. Such names are not intended to limit the material or methods to any particular manufacturer or manufacturers, if equal or better quality and specifications are furnished. Unless otherwise specified herein, the Contractor shall have a period of 35 days after award of this contract for submission of data substantiating a request for a substitution of an "equal" item.

25. SURVEYS, PERMITS, AND REGULATIONS ~ The Contractor is responsible for all surveys and measurements necessary to complete the work, unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he or she shall promptly notify the Contract Manager in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Contract Manager, he or she shall bear all costs arising therefrom.

26. PROJECT SIGNS, WARNING SIGNS, BARRICADES, AND EMERGENCY LIGHTING ~ The Contractor shall be responsible for furnishing and maintaining all necessary warning signs, barricades, and emergency lighting.

- 27. MATERIALS, APPLICANCES, EMPLOYEES** ~ Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor, at all times, shall enforce strict discipline and good order among his employees and subcontractors, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her.
- 28. RECORDS OF MATERIAL PURCHASED** ~ If required by the Contract Manager, the Contractor shall furnish duplicate invoices to the Contract Manager on all material furnished to the job.
- 29. MEASUREMENT OF QUANTITY** ~ The quantities of work performed will be computed by the Contract Manager on the basis of measurement taken by the Contract Manager or an assistant and these measurements shall be final and binding.

All work computed under contract shall be measured by the Contract Manager according to United States Measurements and Weights. Method of measurements is specified in the Special Conditions.

- 30. OMISSIONS AND DISCREPANCIES** ~ If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by points and instructions, it shall be his or her duty immediately to inform the Contract Manager, in writing, and the Contract Manager shall promptly verify the same. Any work done after such discovery until authorized, will be done at the Contractor's risk.
- 31. INTERPRETATIONS AND ADDENDA** ~ No oral interpretations shall be made to any bidder as to the meaning of any of the contract, or be effective to modify any part of the provisions of contract. Every request for any interpretation shall be made in writing and addressed and forwarded to the Department of Fish and Game, Contract Manager at the location identified in Exhibit B.
- 32. CONTRACTOR'S UNDERSTANDING** ~ It is understood and agreed that the Contractor has been, by careful examination, satisfied as to the nature and location of the work, and the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all matters which can in any way affect the work under this contract. No oral agreement or conversation with any officer, agent, or employee of the State, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 33. COMMENCEMENT OF WORK** ~ This agreement is of no force and effect until signed by both parties and approved by the Department of Fish and Game and/or the Department of General Services pursuant to PCC §§ 10295, 10335, and 10360. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.
- 34. CHANGES IN WORK** ~ The State, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. No work shall be undertaken on a change order until approval has been obtained. No extra work or change shall be made unless ordered by the State, and no claim for an addition to the contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in a lump sum
- b. By unit prices named in the contract or subsequently agreed upon
- c. By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the Contractor, provided an order is received as above, shall proceed with the work. In such case and also under case (c) a correct account of the net cost of labor and materials, together with vouchers, shall be kept and presented in such form as the Contract Manager may direct. In any case, the Contract Manager shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account for changes shall be made on the Contract Manager's estimate.

When payment is made as listed in case (c) by cost and a percentage, the Contractor shall be paid in accordance with Section 9-1.03 of the Standard Specifications.

All extra work shall be reported daily upon report sheets furnished to the Contract Manager by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of the force account of work done.

- 35. AUTHORITY** ~ Only the Contract Manager or his/her designated representative, can authorize changes, alterations, additions, or deletions to the work. Such authorization shall be in writing, in the form of a change order or an amendment. Changes, alterations, additions or deletions to the work requested by Department personnel other than the Contract Manager, or his/her designated representative, shall be done at the Contractor's expense, unless approved in writing by the Contract Manager prior to beginning such work. The Contractor shall obtain prior written approval of the Contract Manager to proceed with any work which will cause the total project cost to exceed the total original bid cost. When such work involves quantities of contract unit items, it shall be the responsibility of the Contractor to make timely measurements of such unit items in advance, as are necessary, to inform the Contract Manager.
- 36. SEPARATE CONTRACTS** ~ The State reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his or her work with theirs.
- To insure the proper execution of subsequent work, the Contractor shall inspect and measure work already in place and shall at once report to the Contract Manager any discrepancy between the executed work and the drawings.
- 37. RIGHTS OF VARIOUS INTERESTS** ~ Wherever work being done by the State's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Contract Manager, to secure the completion of the various portions of the work in general harmony.
- 38. USE OF COMPLETED PORTIONS** ~ The State shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and/or use shall not be deemed an acceptance of any work not completed in accordance with the contract.
- 39. REMOVAL OF EQUIPMENT** ~ In the case of annulment of this contract before completion from any cause whatsoever, the Contractor, if notified to do so by the State shall promptly remove any part or all of his or her equipment and supplies from the property of the State, failing which, the State shall have the right to remove such equipment and supplies at the expense of the Contractor.
- 40. CONTRACT MANAGER'S STATUS** ~ The Contract Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The Contract Manager shall also have the authority to reject all work and materials which do not conform to the contract, to direct the applications of forces to any portion of the work, as is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

If at any time before the commencement, or during the progress of the work, tools, plant, or equipment appear to the Contract Manager to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the Contract Manager may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Contract Manager to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of his or her obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the State.

- 41. CONTRACT MANAGER'S DECISION** ~ The Contract Manager shall, within a reasonable time after their presentation to him or her, make decisions in writing on all claims of the State or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Contract Manager shall be final.

- 42. CONTRACTOR'S RESPONSIBILITY FOR WORK** ~ Until formal acceptance of the work by the State, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of element or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof, except for such injuries or damages as are directly and proximately occasioned by acts of the Federal Government and the public enemy.

In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

- 43. PRESERVATION OF PROPERTY** ~ Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not removed under this contract.

Trees and shrubbery that are not removed, the pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, under or above ground, culverts, sewer and water lines, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the Contract Manager, the Contractor shall provide and install suitable safeguards, approved by the Contract Manager, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract.

The Contractor shall examine all bridges, culverts and other structures, on or near the work, over which materials and equipment will be moved, and before using them shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by reason of his or her operations.

Full compensation for furnishing all the labor, materials, tools, and equipment and doing all work involved and protecting property as above specified shall be considered as included in the prices paid for the various contract items of work and no additional compensation shall be allowed.

- 44. PROGRESS OF THE WORK AND TIME OF COMPLETION** ~ Unless otherwise provided for, the Contractor shall begin work within ten (10) days after the date of the Notice to Proceed, shall diligently prosecute the same to completion before the expiration of the number of days for this contract as set forth in the Special Provisions.

A working day is defined as any day, except as follows:

Saturdays, Sundays, and Legal Holidays.

Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the Contract Manager.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the State shall have the right to increase the number of days or not, as may seem best to the interest of the State.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which the State will sustain by reason of such delay; and it is therefore agreed that the Contractor will pay to the State the sum of money stipulated per day in Exhibit G, Item 51: Liquidated Damages for each and every day's delay in finishing the work beyond the time prescribed. If the Contractor fails to pay such liquidated damage, the Department may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

- 45. DELAYS AND EXTENSION OF TIME** ~ If the Contractor be delayed at any time in the progress of the work by an act or neglect of the State or its employees, or by any other Contractor employed by the State, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the Contract Manager shall deem to justify the delay, then the time of completion shall be extended for such reasonable time as the Contract Manager may decide.
- 46. BASIS OF PAYMENT** ~ Payment will be made by the State only on a certificate issued by the Contract Manager. Certificates will be issued as outlined in Exhibit B; Invoicing and Payment.
- 47. CLAIMS FOR EXTRA COST** ~ If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this contract, he or she shall give the Contract Manager written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, and the procedure shall then be as provided for changes in the work. No such claims shall be valid unless so made.
- 48. CORRECTIONS OF WORK BEFORE FINAL PAYMENT** ~ The Contractor shall promptly remove from the premises all materials condemned by the Contract Manager as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the State and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the State may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal within ten (10) days' written notice, the State may sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- 49. DEDUCTIONS OF UNCORRECTED WORK** ~ If the Contract Manager deems it inexpedient to correct work damaged or done not in accordance with the contract, and equitable deduction from the contract price shall be made therefor.
- 50. PAYMENT WITHHELD** ~ Notwithstanding the issuance of a certificate as defined in Article 47, the State may withhold payment to such an extent as may be necessary to protect it from loss on account of:
- A. Defective work not remedied
 - B. Claims filed or reasonable evidence indicating filing of claims
 - C. Failure of the Contractor to make payment properly to the subcontractors or for material or labor
 - D. A reasonable doubt that the contract can be completed for the balance then unpaid
 - E. Damage to another contractor

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 51. LIQUIDATED DAMAGES** ~ Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor shall pay to State, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each and every Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. State may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract shall constitute acknowledgement by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.

Contractor shall not be assessed liquidated damages when delay is caused by the failure of State or the owner of any utility to provide for removal or relocation of existing utility, facility, or to perform work as indicated in the Contract Documents.

- 52. GUARANTEE** ~ The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of this contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless the contract specifically calls for a longer guarantee period. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense what so ever to the State, ordinary wear and tear and unusual abuse or neglect excepted. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Final Completion or such longer period of time as may be prescribed by law, or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer.

The Contractor further agrees, that within 10 calendar days after being notified in writing by the State of any work not in accordance with requirements of the contract or any defects in the work, he/she will commence and prosecute with due diligence all work necessary to fulfill terms of the guarantee, and to complete the work within a reasonable period of time, and in the event he/she fails to so comply, he/she does hereby authorize the State to proceed to have such work done at the Contractor's expense and he/she will pay the cost thereof upon demand.

The State shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon Contractor's refusal to pay above costs.

Manufacturer's warranties for products or materials, which have guarantee periods exceeding the one year Contractor's guarantee period, are to be in favor of the State and are to be delivered to the State by the Contractor.

- 53. SUPERINTENDENT- SUPERVISION** ~ The Contractor shall keep on the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Contract Manager. The superintendent shall not be changed except with the consent of the Contract Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The superintendent shall represent the Contractor in his or her absence and all directions given to him or her shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Contractor shall give efficient supervision to the work, using his or her best skill and attention.

- 54. APPRENTICES** ~ Properly registered apprentices may be 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. 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.

Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each contractor and subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ration thereunder. Responsibility for compliance with this section lies with the Contractor.

- 55. WORKING HOURS** ~ It is agreed that the maximum hours a worker is to be employed is limited to 8 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 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810 to 1815, inclusive, except that work performed by employees of Contractor in excess of 8 hours a day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours a day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

- 56. ACCIDENTS** ~ The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

- 57. PREVAILING WAGE** ~ It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of fifty dollars for each calendar day, or portion thereof, for each worker paid by him or her or by subcontractor under him or her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

In accordance with Labor Code Sections 1771 and 1776, Contractor and subcontractors shall keep an accurate payroll record, a copy of which shall be furnished to the State, showing name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed by him or her in connection with the public work. Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. After a complaint has been filed with awarding body or Division of Labor Standards Enforcement alleging that Contractor or subcontractor has paid any worker, except for properly registered apprentices, less than the prevailing wage, Contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

- 58. EMPLOYMENT OF UNDOCUMENTED ALIENS** ~ "No state agency or department, as defined in Public Contract Code § 10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101."

Exhibit T – Technical Specifications

Location of Work

The work is located at Kern River Hatchery, address is 14467 Sierra Way, Kernville California 93238.

Prospective bidders may view the site by referring to the Site Location Map located at the end of this section. For general questions pertaining to the bidding requirements, please contact Marvin Waters (760) 376-2846.

General

The Contractor shall visit and determine the actual condition of the site prior to submitting the bid and shall familiarize themselves of the work in place. **Contractor shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the Contractor to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The submission of a bid will be considered as conclusive evidence that the Contractor has made such examination.** No claim of the Contractor shall be made as a result of different physical conditions of any item or exposed work if such condition is exposed and present at the time of inspection. If any unknown physical condition exists or is not exposed at the time of site inspection, unless noted in these specifications, an equitable adjustment will be made.

All work is to be performed in accordance with the Standard Specifications as stated below, except as provided in the General Conditions, Technical Specifications, and any applicable drawings. The provisions of Section 12-2.02, DOT Standard Specifications, regarding flagging costs shall not apply. The contractor shall be solely responsible for all flagging costs.

All materials, and workmanship shall comply with the applicable rules and provisions of the following:

1. 2010 California Administrative Code (CAC), Part 1, CBSC
2. 2010 California Building Code (CBC), Part 2, CBSC (2009 Edition IBC with 2010 California Amendments)
3. 2010 California Electrical Code (CEC), Part 3, CBSC (2008 Edition National Electrical Code with 2010 California Amendments)
4. 2010 California Mechanical Code (CMC), Part 4, CBSC (2009 Edition IAPMO Uniform Mechanical Code with 2010 California Amendments)
5. 2010 California Plumbing Code (CPC), Part 5, CBSC (2009 Edition Plumbing Code with 2010 California Amendments)
6. 2010 California Energy Code, Part 6, CBSC (2008 Edition California Energy Commission Building Energy Efficiency Standards)
7. 2010 California Fire Code (CFC), Part 9, CBSC (2009 Edition of International Fire Code with 2010 California Amendments)
8. 2010 California Green Code, Part 11, CBSC
9. 2010 California Referenced Standards Code, Part 12, CBSC
10. American Society for Testing and Materials (ASTM), Latest Edition
11. American Welding Society, AWS
12. American with Disabilities Act (ADA), Title II or Title III
13. For Title II: Uniform Federal Accessibility Standards (UFAS) or ADA Standards for Accessible Design (Appendix A of 28 CFR part 36)
14. For Title III: ADA Standards for Accessible Design (Appendix A of 28 CFR Part 36)
15. California Access Compliance Manual, January 1, 2011, updated 1/1/11
16. Underwriters Laboratories, Inc. (UL) Standards
17. DOT Standard Specifications and/or Plans; State of California, Department of Transportation, May, 2006

QUALITY CONTROL: The Contractor shall be responsible for the completeness of his/hers work. He/she shall be responsible for the progress of his/hers work until final completion and acceptance of same by the State, and shall make such checks on the work as may be necessary to assure conformance with these specifications.

Items of Work

All items of work on the contract form are to be complete in place. In addition, the specified items shall be in accordance with the following and include and furnish all labor, tools, equipment, materials, permits and taxes necessary to:

Item 1 - To complete the bathroom remodel at State residence # R-14467.

Item C – Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a flat fee basis, as may be determined and allowed by the Engineer.

Contingencies may or may not be added to the project. Actual Percentage Amount shall be determined at time of Contract Award and may be from zero to 10 percent as determined by the Engineer

Work Schedule

The Contractor shall furnish the Engineer a proposed work schedule **THREE DAYS PRIOR TO BEGINNING WORK** and The Contractor shall submit at such times as may be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

Time of Completion

Construction shall be completed within **TWENTY (20) WORKING DAYS** following notice from the State to the Contractor to commence construction. For the purpose of determining contract time, the date on said notice to the Contractor shall be considered as the date of the notice plus three (3) calendar days not counting Sundays or holidays.

Additional contract time will be allowed for delay caused by shortage of materials provided Contractor advises Engineer **IN WRITING** within 15 days from the beginning of such delay and provided Contractor has made diligent effort to get supplies from known sources.

Clean Up and Disposal of Refuse

Upon completion of the work under this contract, the Contractor shall remove all remaining excess materials, waste, rubbish, debris, temporary facilities and other equipment from the site. Final approval of the work done under these specifications will not be given until the final cleanup shall have met with the approval of the DFG Contract Manager.

Restoration of Improvements

Any damage to existing facilities, structures or improvements caused by the Contractor, his/hers equipment or workmen, during the term of this contract, shall be repaired and the damaged item(s) restored to as good a condition as existed at the time work commenced at the Contractor's own expense.

Specifications

Contractor to provide all labor, tools, equipment, materials, permits, and taxes not provided by the facility necessary to complete the bathroom remodel at State residence # R-14467. The tasks are as follows:

Task 1 – Install state supplied 12" x 12" tile flooring with Hardie backer.

Task 2 – Install state supplied sheet rock on the uncovered west and northwest sides of the bathroom.

Task 3 - Install state supplied Hardie backer and tiles for shower backsplash area from floor to 6 feet.

Task 4 - Tape and paint bathroom with semi-gloss white paint, tape and paint supplied by the state.

Task 5 – Install freestanding tub with ceiling shower rod, tub and rod supplied by the state, and relocate the bathtub drain and water four feet to the west wall.

Task 6 - Install state supplied 1"x4" prime pine for the bathroom window frame, and clean all window frames and seal with mold resistant silicone II, supplied by the state.

Task 7 - Remove old bathroom light and install state supplied ceiling light/fan in its place, with duct work venting out on the south side of the house, and install a dual switch for light/fan and additional wiring.

Task 8 - Reinstall state supplied vanity, mirror fixture and toilet.

Task 9 - Install state supplied 1"x6" tongue and groove knotty pine on the south master bedroom wall and window frame.

Notes: This bathroom was treated for mold and inspected by an industrial hygienist; during this process two walls had their sheet rock removed, and the flooring was removed. The purpose of this agreement is to refurbish the bathroom, replacing all items that had to be removed due to the mold eradication and inspection processes.

Subsection: State supplied materials

The state will supply the following materials:

18 case 4-1/4" x 4" Almond 12.5 square feet
180 each 3/4" x 6" Almond quarter round trim
36 each 4"x12" 0135 Almond deco accent
3 each 3/4" Almond quarter round CNR
2 each 3/4" Almond quarter CNR
9 each 12"x12" montagna belluno- 15 square feet
3 each 511 spray on grout sealer
6 each non -sanded caulk #122 linen 10.5z
2 each 3/16" Pro tile spacers- 200pc bag
2 each #380 haystack 25lb non-sand grout
3 each premix tile & stone thin set white 3.5 gal.
12 each 1/4" 3"x5" hardie backer HD ex grid
15 each 3' x 5' x 42" hardie backer
12 each 1/2" 4x8 XP mold / moisture resistant pink board
3 sheets plywood
1 Aster vent fan / light
2 each roller cover 9"x3/8"
1 each 186 7* int ltx s/g ultra white 5 gallon paint
1 each sealer + Primer 1-2-3 5 gallon
2 RYL INT SB LTX NTRL GL
18 PC. 1 X 6 X 16 #2 S. P. F. T&G
480 LF MDF 11/16"X2-1/2" S4S (30 PIECES)

Slipper tub – the State shall supply the slipper tub, specifications as follows:

Savingspackage60-SH

Cast Pkg Slipper & Rim Dr Chrome

Cast Iron Tub and shower package - 62 inch Slipper Bathtub - Randolph Morris - Leaves

RM146SC

RM200C

RNX2854-65-CP

RM010C

RM1900WSBC

RM1309SDC

RM156C

LG60SLF7WSIC

State to supply all additional materials required to complete the project and abide by the appropriate building codes.

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist 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 must be completed and returned. **This checklist shall be returned with your bid package also.**

<u>Attachment</u>	<u>Attachment Name/Description</u>	
_____	Attachment 1	Required Attachment Check List..... A
_____	Attachment 2	Bid/Bidder Certification Sheet (Signed) B Instructions** C
_____	Attachment 3	Payee Data Record (STD 204) (Signed) D
_____	Attachment 4	List of Proposed Subcontractors E
_____	Attachment 5	Noncollusion Affidavit (Signed & Notarized) F
_____	Attachment 6	Bidder’s Bond (Signed & Notarized) G
_____	Attachment 7	Small Business Preference and Certification Request (STD 811) H
_____		Attach a copy of the small business certification approval letter issued by the Office of Small Business Certification and Resources
_____	Attachment 8	DVBE IncentiveI-L
_____	Attachment 9	Darfur Contracting Act (Signed) M
_____	Attachment 10	California Public Contract Code Section 10162 (Signed) N
_____	Attachment 11	Contractor Certification Clauses (CCC-307) (Signed) O-R
_____	Attachment 12	Bid Form (Cost Sheet)..... S

**** Instructions do not need to be returned with bid package, only Attachment form**

SECTION H – BID FORM ATTACHMENTS

SECTION H – BID FORM ATTACHMENTS

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 with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Please return only required attachments (Section H) when submitting bid.

- A. Our all-inclusive bid is submitted as detailed in Attachment 12; Bid Form (Cost Sheet).
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature (Required)	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBDC) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter OSDS reference #: # <input style="width: 100px;" type="text"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter OSDS reference #: # <input style="width: 100px;" type="text"/>	
NOTE: A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBDC, if an application is pending:		

SECTION H – BID FORM ATTACHMENTS

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 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.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, 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 OSBDC.
15	Please complete the voluntary information.

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 3

PAYEE DATA RECORD (STD 204)

This form must be obtained from the Office of State Publishing website stated below. The form should be downloaded and completed, signed, and returned with your bid package.

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm>

Enter 204 in the box “Enter a Form No:

If you do not have Internet capabilities, please contact the following person to obtain a form:

**Marvin Waters
Department of Fish and Game
(760) 376-2846**

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 4

LIST OF PROPOSED SUBCONTRACTORS

Listed below is (a) the name and business address of each subcontractor who will perform work or labor or render service in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and (b) the portion of work to be done by each subcontractor. (See Public Contract Code sections 4100-4108, inclusive.) Vendors or suppliers of materials only, need not be listed.

NOTE: In case more than one subcontractor is named for the same category of work, state the portion that each will perform.

CONTRACTOR NAME			CATEGORY OF WORK		
ADDRESS			PORTION OF WORK		
CITY	STATE	ZIP CODE	LICENSE NUMBER	CLASS	EXPIRATION DATE
SMALL BUSINESS NUMBER					

CONTRACTOR NAME			CATEGORY OF WORK		
ADDRESS			PORTION OF WORK		
CITY	STATE	ZIP CODE	LICENSE NUMBER	CLASS	EXPIRATION DATE
SMALL BUSINESS NUMBER					

CONTRACTOR NAME			CATEGORY OF WORK		
ADDRESS			PORTION OF WORK		
CITY	STATE	ZIP CODE	LICENSE NUMBER	CLASS	EXPIRATION DATE
SMALL BUSINESS NUMBER					

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 5

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA

)

)ss

COUNTY OF

)

, being first duly sworn deposes and

(NAME)

says that he or she is

of

(POSITION TITLE)

(THE BIDDER)

the party making the foregoing bid that the bid is not made in the interest of, or behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that 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.

SIGN HERE ..

By:

(PERSON SIGNING FOR BIDDER)

Dated:

Subscribed and sworn to before me on

(NOTARY PUBLIC)

(NOTARIAL SEAL)

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 6

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____
_____ as Principal, and _____
_____ as Surety, are held firmly bound unto the State of California,
hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal
above named, submitted by said Principal to the State of California, Department of Fish and Game for the work
described below, for the payment of which sum in lawful money of the United States, well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION of this obligation is such that: WHEREAS, the Principal has submitted the
abovementioned bid to the State of California, Department of Fish and Game, for certain construction
specifically described as follows, for which bids are to be opened
at _____
(INSERT PLACE WHERE BIDS WILL BE OPENED)

on _____ for _____
(INSERT DATE OF BID OPENING)(COPY HERE THE CONTRACT NUMBER AND THE EXACT DESCRIPTION OF WORK,)

(INCLUDING THE LOCATION AS IT APPEARS ON THE PROPOSAL)

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this _____ day of _____, 19____.

_____(Seal)
_____(Seal)
_____(Seal)
PRINCIPAL
_____(Seal)
_____(Seal)
_____(Seal)
SURETY

NOTE: Signatures of those executing for the Surety
must be properly acknowledged.

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 7

Small Business Preferences and Certification Request (STD. 811)

This form must be obtained from the Office of State Publishing website stated below. The form should be downloaded and completed, signed, and returned with your bid package.

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm>

Enter 811 in the box “Enter a Form No:

If you do not have Internet capabilities, please contact the following person to obtain a form:

**Marvin Waters
Department of Fish and Game
(760) 376-2846**

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 8

1. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

The DVBE Incentive, (Senate Bill 115, Chaptered October 2005, Regulations adopted October 2007) provides bidding firms with the opportunity to receive incentive calculations which may then place the bidding firm in line for contract award when they elect to partner with California certified DVBE businesses.

- a. California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.6, the DVBE Incentive requires state Departments and agencies to include DVBE Incentive language in their solicitations when the soliciting Department has failed to achieve mandated minimum three percent (3%) DVBE participation goals in two (2) of three (3) prior Fiscal Years.
- b. At a Department's discretion, a solicitation may be formally exempted/waived overall from the inclusion of DVBE program requirements and responding firms are not then required to comply with the DVBE program requirements. The solicitation document will formally state whether or not DVBE program requirements should be met.
- c. DVBE Incentive regulations apply to all public works, goods, IT services and goods, and personal service contracts. The Incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- d. DVBE Incentive participation is optional and at the discretion of the bidding firm. A bidding firm is not required to use the Incentive Option.
- e. Under the DVBE Incentive, a firm responding to this solicitation may locate and partner with a DVBE firm to provide services or commodities in support of the contract services to the Department.
- f. When requesting the Incentive, biddings firm must complete and provide the necessary DVBE Incentive forms and documentation as provided at the end of this Attachment. These documents are to be made a part of your bid response at the time of bid submission. (See Bid/Proposal Checklist, page 1 of this solicitation)
- g. Application of the Incentive cannot and will not displace an award to a certified small business with that of a non-small business.
- h. Subsequent services or commodities provided by the sub-contracting firm MUST meet the regulations and definition of a "Commercially Useful Function" as defined under the following Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6.

2. DVBE INCENTIVE OPTION VS. DVBE PROGRAM REQUIREMENTS

Use of the Incentive does not supplant a bidder's activities to meet DVBE Program requirements when that solicitation includes those requirements. While the opportunity for using the incentive is optional, based on the bidding firm's choice, the DVBE program requirements, when included, are not optional and must be met.

SECTION H – BID FORM ATTACHMENTS

If a bidding firm does not undertake DVBE program activities as specified in the solicitation and document those activities through either the selection of a DVBE firm, or through satisfaction of the Five (5) Steps of the Good Faith Effort (GFE), that firm will be deemed non-responsive to bid requirements and their submission will be rejected.

3. INCENTIVE VS. PREFERENCE

The application of an incentive varies from that of a preference both in when it is included in competitive solicitations and how incentive percentages are determined and calculated. Unlike a preference which is standardized in competitive solicitations and the standard percentage is stipulated, (i.e. Small Business 5% preference) discretion is left to the Department to determine the incentive percentage for a particular transaction based upon a business strategy to achieve their annual goal.

Awards Based on Low Price: The Incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. Computation is for evaluation purposes only. {CCR 1896.100 (b)}

4. USE OF INCENTIVE AMOUNT VERSUS INCENTIVE SCALE

The soliciting Department has the option to select how the Incentive will be applied. The Incentive tool selected will be based on the Department's business strategy to achieve their annual goals. The Department may elect to use either the Incentive Amount or the Incentive Scale. The DVBE Incentive method used for this solicitation is specified under Paragraph 5, DVBE Program Incentive as Applied to this IFB.

a. Incentive amount

A Department has the option to specify a minimum one percent (1%) up to a maximum of five percent (5%) DVBE Incentive based on a Department's need to meet overall DVBE participation goals. When a specific Incentive amount for a particular solicitation is identified, i.e. 1%, 2%, or 3%, firms partnering with certified DVBE firms in response to the solicitation, and meeting the DVBE participation percent specified, may have the Incentive amount applied to their bid response if they are in line for award and they do not displace a certified small business firm.

1. For award based on low price, the minimum incentive is one percent (1%) with or without a cap. Use of a higher incentive percentage(s) not to exceed five percent (5%) is allowed for a solicitation based on the need to meet participation goals. {CCR 1896.99.120 (a)}

5. DVBE PROGRAM INCENTIVE AS APPLIED

For the purposes of this solicitation, the Department of Fish and Game will be using the following DVBE Incentive:

- a. **The amount of DVBE Incentive to be applied to this IFB will be five percent (5%).**

6. INCENTIVE CAP

For each solicitation, an awarding Department's highest ranking executive officer, or their designee may elect to place a cap of not less than \$100,000 on the incentive and/or a cap of not less than \$100,000 for all combined incentives and preferences. (CCR 1896.99.120)

- a. **For the purpose of this IFB, the cap shall be \$100,000.**

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 8

DVBE PROGRAM INCENTIVE APPLICATION REQUEST

Under the DVBE Incentive Regulations, CCR 1896.99.100, I request the application of the DVBE Program Incentive to my bid response for this IFB to determine if my firm may be in line for bid award.

- a. I understand that the DVBE Incentive application will not be applied when the lowest responsive, responsible bid is from a California certified Small Business and that firm has been determined to have met bid requirements and is the awarded firm.
- b. I understand the DVBE firm(s) selected must provide a “Commercially Useful Function” as required under MVC § 999.9 of the (SB/NVSA and DVBE) and GC § 14842 (SB/MB).
- c. I understand I will be required to report my firm’s DVBE activities quarterly to the program contract manager and the DWR SB/DVBE Advocate using the DFG form until the DVBE participation incentive level my firm has identified has been met.
- d. I understand that subsequent amendments to the contract may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.
- e. As the Bidding or Proposing Firm, the percentage of DVBE participation for this solicitation is shown below.

SECTION A - BIDDING/PROPOSING FIRM INFORMATION				
Firm Name				
Firm Representative		Title		
Firm Address				
City:		State	ZIP	
Firm Telephone		Firm Fax		
Email Contact:				

DVBE PARTICIPATION INCENTIVE TOTALS (MUST BE COMPLETED)	
PERCENTAGE OF DVBE PARTICIPATION	TOTAL CLAIMED VALUE

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 8

SECTION B - PROPOSED DVBE FIRM(S)				
DVBE Firm Name				
Firm Representative		Title		
Firm Address				
City:		State		ZIP
Firm Telephone		Firm Fax		
Firm Email Contact:				
DVBE Certification	DGS OSDS No.		Date of Expiration	

Bidder/Proposer Instructions:

1. Complete information in Section A first;
2. Fax this form to DVBE firm for completion of Section B.
3. Obtain the DVBE firm's DGS Office of Small and DVBE Services (OSDS) Certification
4. This form must be included with your bid at the time of bid submission to be considered for the DVBE Incentive application

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 9

DARFUR CONTRACTING ACT

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

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

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

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

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

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

CERTIFICATION For # 3.

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

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

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 10
State of California
The Resources Agency
Department of Fish and Game

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162
-- Questionnaire --

FACILITY NAME	PROJECT NAME
---------------	--------------

NAME OF BUSINESS

In accordance with Section 10162 of the California Public Contract Code, bidders shall complete, under penalty of perjury, the question below. Please answer the following:

HAVE YOU, ANY OFFICER OF YOUR BUSINESS, OR ANY EMPLOYEE OF YOUR BUSINESS WHO HAS PROPRIETRY INTEREST IN YOUR BUSINESS 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 VIOLATION OF SAFETY REGULATIONS? **Yes**
(Explain circumstances below. Attach additional pages if needed.) **No**

NOTICE TO BIDDERS

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

The Department of Fish and Game (DFG) reserves the right under California Public Contract Code Section 10162 to reject any bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder who has 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 violation of safety regulations.

Failure to return this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the DFG. Failure to submit this form within the time frame prescribed by the DFG may be deemed refusal of an award which shall be cause for forfeiture of bidder's security.

CERTIFICATION

By my signature, I certify under penalty of perjury under the laws of the State of California that the foregoing questionnaire and statements pursuant to California Public Contract Code Section 10162 are true and correct

BIDDER SIGNATURE	PRINTED NAME	DATE
<div style="display: flex; justify-content: space-between;"> 3 </div>		

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 11

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 11

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 11

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

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

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

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

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

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 11

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

SECTION H – BID FORM ATTACHMENTS

ATTACHMENT 12 - COST SHEET (BID FORM)

Having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, these specifications, the Standard Specifications, and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all labor, tools, equipment, materials, permits and taxes necessary for the Bathroom Remodel at Kern River Hatchery, Kern County, California.

All work is to be complete in place, in strict accordance with these specifications, and the undersigned proposes and agrees that he/she will take in full payment therefore, the following unit prices, to wit:

Item No.	Approx. Quantity	Items of Work Description	Unit Price	Item Total
1.	1 Job	Contractor to provide all labor, tools, equipment, materials, permits, and taxes not provided by the facility necessary to complete the bathroom remodel at State residence # R-14467	Lump Sum \$	
C.	As Determined by the Contract Manager	Contingencies (See Below)	See Below \$	N/A
TOTAL BID: #1 Sum of Item 1 :				\$

Contingencies may or may not be added to the project. Actual Percentage Amount shall be determined at time of Contract Award and may be from zero to ten percent (10%) as determined by the DFG Contract Manager.

In case of a discrepancy between unit prices and item totals, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of a discrepancy between item totals and bid total, the item totals shall prevail.

In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the "State."

Note: Items of work including Contingencies are described in the, Appendix T - Technical Specifications.

The award, if there is an award, will be made on the basis of the Total Bid #1 indicated above.

ADDENDUM ACKNOWLEDGMENTS		
Addendum #	Date Received	By
1.		
2.		
3.		