

HSR26-24

INVITATION FOR BIDS

Notice to Prospective Bidders

August 10, 2026

You are invited to review and respond to this Invitation for Bids (IFB) entitled [HSR26-24 – Clearance and Demolition Services at 16608 8th Avenue, Hanford, CA 93230](#). This IFB is advertised in the California State Contracts Register through Cal eProcure at:

<http://www.caleprocure.ca.gov>

Please note that you must register with Cal eProcure in order to download IFB packages and any other provided documents from the Cal eProcure website.

Bidders are advised to check the Cal eProcure website for addendums, modifications, and updates to the bid documents. The California High-Speed Rail Authority (Authority and/or State) is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the bidder's sole risk.

In submitting your bid, you must comply with the instructions found herein.

Note that this agreement will include the State of California General Terms and Conditions (GTCs 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the Internet site:

<http://www.dgs.ca.gov>

The contact person for this IFB is:

Lorraine Delfin-Carpio
California High-Speed Rail Authority
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Email: L.DelfinCarpio@hsr.ca.gov
and
contracts@hsr.ca.gov

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

Lorraine Delfin-Carpio
Contract Analyst

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- **Class A OR Class B and C-21 License** – Copy of Class A (General Engineering Contractor) license issued by the California Contractors State License Board (CSLB) **or** a combination of Class B (General Building Contractor) **and** C-21 (Building/Moving Demolition Contractor) license issued by the CSLB.
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- **C-61/D-63** – Copy of C-61/D-63 (Construction Clean-Up Contractor) license by CSLB.
- **HAZ Certificate** – Copy of Hazardous Substance Removal Certificate (HAZ) issued by CSLB
- **QSD and QSP** – Copy of Qualified SWPPP (QSD) for Stormwater Pollution Prevention Plan (SWPPP) **and** Qualified SWPPP Practitioner Certificate (QSP) issued by the California Storm Water Quality Association (CASQA).
- **Lead Removal Certificate** – Copy of Lead Removal Certificate for all Lead Supervisor and Lead Worker, servicing the Work involved, issued by the California Department of Public Health (CDPH).
- **Hazardous Waste Transporter Registration** – Copy of Hazardous Waste Transporter Registration issued by the Department of Toxic Substance Control.
- **Hazardous Materials Transportation License** – Copy of Hazardous Materials Transportation License issued by the California Highway Patrol (CHP).

BIDDER REQUIREMENTS AND INFORMATION**1. Purpose and Description of Services**

- A. The Contractor shall provide all labor, equipment, supplies, permits, materials, and incidentals necessary to demolish and remove a real property structure, test and/or abate hazardous materials to include, but not be limited to, friable and non-friable asbestos and lead paint, according to all environmental laws and regulations at 16608 8th Avenue, Hanford, CA 93230 (collectively referred to as Work). Term: October 1, 2026, or upon contract approval by the Department of General Services Office of Legal Services (DGS/OLS), whichever occurs later, through September 30, 2027, with an Authority option to extend for twelve (12) additional months. See Exhibit A, Scope of Work, for a complete description of services

2. Bidder Qualifications

- A. At the time of bid submission and for the duration of the Agreement, the following qualification requirements must be met:
- (1). The bidder shall submit with their bid a copy of their valid (which shall be maintained throughout the term of this Agreement) **Class A (General Engineering Contractor), or a copy of a combination of Class B (General Building Contractor) and C-21 (Building Moving and Wrecking)** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the contract shall possess all applicable contractor licenses for the work they shall perform under the contract. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license number (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.
 - (2). The bidder shall submit with their bid a copy of a valid (expiration date has not elapsed throughout the term of this Agreement) **ASB certification or a C-22 (Asbestos Abatement)** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the contract shall possess all applicable contractor licenses for the work they shall perform under the contract. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license number (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.

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- (3). The bidder shall submit with their bid a copy of a valid (expiration date has not elapsed throughout the term of this Agreement) a **C-12 (Earthwork and Paving Contractor) license**, a **C-13 (Fencing Contractor) license**, a **C-57 (Well-Drilling Contractor) license**, a **C-61/D-49 (Tree Service Contractor) license**, and a **C-61/D-63 (Construction Clean-Up Contractor) license** issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the contract shall possess all applicable contractor licenses for the work they shall perform under the contract. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license number (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.
- (4). The bidder shall have a State of California Department of Industrial Relations (DIR) Division of Occupational Safety and Health (DOSH) permit(s) and must submit the required plan to the Authority as outlined in Labor Code Sections 6500 and 6705, prior to initiating any practices, work method, operation, or process related to the demolition of any building, structure, falsework, or scaffold more than three (3) stories high or the equivalent height (36'); or, any construction or excavations of trenches, which are five feet (5') or deeper.
- (5). The bidder shall submit with their bid the following certificates and permits:
 - a. **Hazardous Substance Removal Certificate (HAZ)** issued by CSLB and registration with the DIR DOSH.
 - b. **Qualified SWPPP Developer Certificate (QSD) for Storm Water Pollution Prevention Plan (SWPPP) and Qualified SWPPP Practitioner Certificate (QSP)** issued by the California Stormwater Quality Association (CASQA).
 - c. **Lead Removal Certificate** for supervisor and worker issued by the California Department of Public Health (CDPH).
 - d. **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control (DTSC).
 - e. **Hazardous Materials Transportation License** issued by the California Highway Patrol (CHP).
- (6). The bidder shall submit with their bid a copy of their valid (expiration date has not elapsed throughout the term of this Agreement) **Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)**.
- (7). Bidder shall submit **proof of business registration with the California Secretary of State** demonstrating that the bidder is active and in good standing at the time of submission.

3. Bidder Security

- A. Bidder shall submit one of the following forms of bidder security (equal to 10% of the total bid amount) at the time of bid submittal if the total bid amount exceeds \$461,000.00:
- (1). Bid bond executed by an admitted surety insurer and made payable to the California High-Speed Rail Authority. **Utilize the Bidder's Bond form in Attachment 9.**
 - (2). Cash
 - (3). Cashier's check
 - (4). Certified check.

4. Prevailing Wage

- A. In accordance with the provisions of Labor Code Sections 1770 - 1776, the bidder and their proposed subcontractor(s) shall adhere to the payment of prevailing wages as determined by the DIR if the bidder's total bid amount exceeds \$1,000.00. The prevailing wage rate determinations can be downloaded from the DIR's internet website at: <http://www.dir.ca.gov>. Additional questions regarding prevailing wage determinations will be referred to the DIR's Division of Labor Statistics and Research, Prevailing Wage Unit, at: <http://www.dir.ca.gov>.
- B. In the event the bidder's total bid amount exceeds \$25,000.00, the bidder and all subcontractors that the bidder intends to utilize to perform work under the agreement shall be a registered public works contractor with the DIR. The bidder shall provide proof of DIR registration for the bidder and all subcontractors that the bidder intends to utilize to perform work under the agreement with their bid. All bidder and subcontractor public works contractor registrations with the DIR shall be active from the time of the bid opening through the term of the agreement, and shall remain active following the term of the agreement until all certified payroll records in connection with the agreement have been submitted to the DIR Labor Commissioner

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5. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). IFB available to prospective bidders:	August 10, 2026	N/A
(2). Mandatory pre-bid conference: (Note: See additional info in Section 6.)	August 19, 2026	9:00 a.m.
(3). Written questions regarding IFB are due by: (Note: See additional info in Section 7.)	August 20, 2026	5:00 p.m.
(4). Written responses to questions released by:	August 24, 2026	5:00 p.m.
(5). Final date for bid submission: (Note: See additional info in Section 10.)	September 2, 2026	3:00 p.m.
(6). Date of bid opening: (Note: See additional info in Section 11.)	September 2, 2026	3:00 p.m.
(7). Proposed start date of agreement:	October 1, 2026 or upon approval of DGS/OLS, whichever is later	N/A

6. Mandatory Pre-Bid Conference

- A. A **mandatory** pre-bid conference is scheduled on **August 19, 2026, 9:00 a.m.** and will be held at **16608 8th Avenue, Hanford, CA 93230**, for the purpose of discussing concerns regarding this IFB.
- B. Potential bidders must be present at the designated meeting location noted above, at the time specified in Section 5, Schedule of Events. Potential bidders who are not at the designated meeting location at the specified time shall not be allowed to participate in the pre-bid conference.
- C. Potential bidders must be present at the meeting location noted above, at the time specified in the Schedule of Events, to sign in on the pre-bid conference sign-in sheet at the mandatory pre-bid conference in order to be eligible to submit a bid. Signing in on the pre-bid conference sign-in sheet shall be the only acceptable proof that a potential bidder attended the pre-bid conference. Signing in on a building security/visitor log, providing a business card, or providing any other type of proof shall not be considered acceptable proof of attending the pre-bid conference. If a bid is submitted by a potential bidder who failed to sign in on the pre-bid conference sign-in sheet, the bid shall remain unopened and be returned to the bidder.

- D. In the event a potential bidder is unable to attend the mandatory pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential bidder at a mandatory pre-bid conference. No bid shall be accepted unless the potential bidder or their authorized representative signed in on the pre-bid conference sign-in sheet at the mandatory pre-bid conference.
- E. Potential bidders who need assistance to attend the pre-bid conference due to a physical impairment, a reasonable accommodation shall be provided by the Authority upon request. The potential bidder must contact the contact person indicated on the cover page of this IFB package no less than five (5) business days prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

7. Written Questions

- A. Submit all written questions via email to the contact person indicated on the cover page of this IFB package no later than the date and time specified in Section 5, Schedule of Events. Written responses to IFB questions will be released by the date and time specified in the Schedule of Events and viewable in the online project advertisement in Cal eProcure at: <https://caleprocure.ca.gov/pages/index.aspx>.

8. Executive Order N-6-22 – Russia Sanctions

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

9. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI)

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder/ Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2) intends to utilize GenAI, including from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.
- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled as a result of such non-disclosure.

- D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

10. Submission of Bid

- A. Bids must be submitted via mail or hand delivery no later than the date and time specified in Section 5, Schedule of Events.
 - (1). Bids submitted must be enclosed in an envelope or under sealed cover. The exterior of the envelope or sealed cover must be clearly marked with all of the following information:
 - a. **BIDDER’S NAME**
 - b. **BIDDER’S ADDRESS**
 - c. **BID PROPOSAL # HSR26-24, DO NOT OPEN UNTIL SEPTEMBER 2, 2026 AT 3:00 PM, ATTN: LORRAINE DELFIN-CARPIO.**
 - (2). Bids shall be submitted to the following address:

**California High-Speed Rail Authority
Contracts and Procurement Section
Attn: LORRAINE DELFIN-CARPIO
770 L Street, Suite 620, MS 7
Sacramento, CA 95814**
 - (3). Any bid that is not submitted in a sealed envelope or sealed package shall be rejected.
- B. Bids must be received by the Authority no later than the date and time specified in Section 5, Schedule of Events. Any bid received after the specified due date and time shall remain unopened and will be returned to the bidder.
- C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. **Only submit the required bid documents with your bid, not the entire IFB package. In addition, do not submit bid documents within a binder or folder.** Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the bid requirements.
- D. **All required bid documents submitted must be printed single-sided.** Bids that include required bid documents that are printed double-sided shall be deemed non-responsive.
- E. All documents requiring a signature must bear an original or electronic signature of a person authorized to bind the bidding firm.

- F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
- G. Costs for developing bids in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the Authority.
- H. An individual who is authorized to bind the bidding company/firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 1). The signature must 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, shall not be considered.
- J. A bidder may withdraw their bid by submitting a written withdrawal request to the Authority, 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 the bid submission deadline.
- K. The Authority may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum.
- L. Bidders are cautioned not to rely on the Authority during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proofread them for errors and adherence to the IFB requirements.
- M. Where applicable, bidders should carefully examine work sites and specifications. Bidders 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 shall be made due to a lack of careful examination of work sites and specifications.
- N. All documents submitted in response to this solicitation will become the property of the State of California and may be subject to the California Public Records Act (Government Code section 7920 et seq.). This includes any contact information within the documents, including that of references. Additionally, to the extent that a bidder believes its bid contains trade secret or proprietary information intended to be confidential, it is the bidder's responsibility to identify and redact such information. A separate redacted copy of the bid must be submitted along with the original unredacted bid, and it will be the bidder's responsibility to defend any redactions should a requester dispute them under the Public Records Act. In the absence of a pre-redacted bid, the Authority will treat the entire bid as a public record, except for any information the Authority is required to redact under California law.

11. Bid Opening

- A. For security reasons, if you plan to attend the public bid opening, you must call the contact person indicated on the cover page of this IFB no less than twenty-four (24) hours prior to the bid opening date and time so that arrangements can be made for entrance into the Authority building.

- B. The bid opening shall be held at: **Authority Headquarters 770 L Street, Suite 620, Sacramento, CA 95814**. At the sole discretion of the Authority, this bid opening may be held virtually.

12. Disposition of Bids

- A. All documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a bidder's bid shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid.

13. Evaluation and Selection

- A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The Authority shall put each bid through a process of evaluation to determine its responsiveness to the Authority's needs.
- C. Pursuant to Public Contract Code section 1103, a bidder may be deemed not responsible, and their bid may be rejected if they have previously been terminated for cause/breach for the same or similar services at the location designated in this IFB.
- D. All bids may be rejected whenever the Authority determines that the cost is not reasonable or otherwise in the best interest of the Authority. There is no requirement to award an agreement if, in the opinion of the Authority, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.
- E. A bid may be rejected if it is conditional or incomplete. The Authority may reject any or all bids. At the Authority's sole discretion, it may seek clarification regarding bid documents or information and may waive any immaterial deviation in a bid. The Authority's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement. The Authority will not waive material deviations in a bid, which include but are not limited to deviations that affect the total price of the bid or give a bidder an advantage over other bidders.
- F. A bid may be rejected if it contains any alterations of form or other irregularities of any kind. **The Authority does not accept alternate contract language from prospective contractors.** Bids with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed on the internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

- G. The final selection shall be made on the basis of the lowest responsible responsive bid. In the event there is a tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this IFB regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

14. Notice of Intent to Award Contract

- A. Upon written request by any bidder via email, regular mail, or personal delivery prior to award of the agreement, the Authority shall email bidders and post in a publicly accessible place a written notice of intent to award the agreement no less than five (5) business days prior to awarding the agreement. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to award of the agreement.
- B. Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the lowest bidder, the Authority shall:
 - (1). Notify the lowest bidder in writing by email, overnight courier, or personal delivery no less than five (5) business days prior to the award of the agreement.

15. Notice of Contract Award

- A. The Authority shall email or mail bidding contractors a written notice of contract award.

16. Standard Conditions of Service

- A. Following the release of the written notice of contract award, the Authority shall email or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the agreement can be fully executed.
- B. Services shall be available on the expressed date set by the Authority after all approvals have been obtained and the agreement is fully executed.
- C. All performance under the agreement shall be completed on or before the termination date of the contract.
- D. No oral understanding or agreement shall be binding on either party.

17. Required Documents (Awarded Contractor)

- A. Prior to approval of the agreement, the awarded contractor shall provide the Authority with all of the following required documents within **ten (10)** calendar days after the contract has been forwarded to the awarded contractor for signature. If the awarded contractor fails to provide the Authority with all of the following required documents within the above specified number of calendar days after the contract has been forwarded to the awarded contractor for signature, the Authority, at its sole discretion, may deem the awarded contractor as non-responsive and may rescind the contract award:

(1). Contractor Certification Clauses

- a. The awarded contractor shall sign and submit to the Authority, page one (1) of the Contractor Certification Clauses (CCC 04/2017) which can be found on the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

(2). Insurance Requirements

- a. The awarded contractor shall provide the Authority with all of the following certificate(s) of insurance (Note: The Authority shall not be responsible for any premiums or assessments on insurance policies):

1. Commercial General Liability

- A. Coverage shall provide limits of not less than \$1 million per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the Contractor's limit of liability.
- B. The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, Office of Risk and Insurance Management (ORIM):
- (1). The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California.

2. Automobile Liability

- A. Coverage shall provide limits of not less than \$1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles.
- (1). The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, ORIM:
- a. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California.

3. Pollution Liability

- A. Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is pollution liability insurance presently in effect for the Contractor and any subcontractors with limits of not less than \$1 million per claim covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site as well as proper disposal of hazardous materials.
- B. In addition, the Contractor shall provide the Authority with a valid DTSC 8038 certificate of insurance or MCS-90 endorsement with a minimum of \$1 million coverage per occurrence for the Contractor or their authorized subcontractor during the transportation of hazardous materials and substances.
- (1). The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, ORIM:
- a. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California.

4. Environmental Professional Liability Insurance

- A. Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than \$1 million per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using subcontractors, the Policy must include Work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The cost of such insurance shall be included in Contractor's bid. Insurance as required in this paragraph above may not exclude:
- (1). Bodily injury;
- (2). Property damage;
- (3). Pollution conditions arising out of environmental work;

- (4). Asbestos-related claims; and
- (5). Testing, monitoring, measuring operations, or laboratory analyses.

5. Worker's Compensation

- A. Employer liability limits of not less than \$1 million are required if the awarded contractor employs any person, in any manner, who is subject to the Workers' Compensation Laws of California. The awarded contractor shall maintain statutory workers' compensation and employer's liability coverage for all of its employees who will be engaged in the performance of the agreement. If the awarded contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the awarded contractor shall contact the Authority Contract Analyst to request a Workers' Compensation Exemption Certification form. This form shall be completed by the awarded contractor and submitted to the Authority prior to approval of the agreement.
- B. The awarded contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the awarded contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

(3). Payment Bond

- a. Per Public Contract Code Section 7103, the awarded contractor shall provide a payment bond equal to one-hundred-percent (100%) of the total amount payable under the contract if the awarded contractor's total bid amount exceeds \$25,000.00. The payment bond must be printed on Standard Form 807 (STD 807) and must include the contract number and the description of work to be performed under the contract. The payment bond must be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California

(4). Performance Bond

- a. The awarded contractor shall provide a performance bond equal to one-hundred-percent (100%) of the total amount payable under the contract, guaranteeing faithful performance of the work if the awarded contractor's total bid amount exceeds \$10,000.00. The performance bond must be issued by a corporate surety authorized to transact a general surety business in the State of California.

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19. Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Goals

- A. This IFB incorporates by reference the Authority's revised SB/DVBE Program, which establishes a twenty-five (25%) percent SB utilization goal, inclusive of a three percent (3%) goal for Microbusinesses (MB). Additionally, the SB/DVBE Program sets a three percent (3%) DVBE participation goal.

(1). Small Business Goal

- a. The Contractor shall commit to meet or exceed the overall twenty-five percent (25%) SB utilization goal, inclusive of a three percent (3%) goal for Microbusinesses (MB) for this Agreement as established by the SB Program.
1. SB means a business certified by the California Department of General Services (DGS)/ Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR 1896.12(a).
 2. Microbusiness means an SB certified by the Department of General Services/OSDS in accordance with GC § 14837 (d)(2) and 2 CCR 1896.12(b).

(2). Disabled Veteran Business Enterprise Goal

- a. The Contractor shall commit to meet or exceed the overall three percent (3%) goal for Disabled Veteran Business Enterprise for this Agreement as established by the SB Program.
1. Only State of California OSDS-certified DVBEs who will perform a Commercially Useful Function shall be used to satisfy the DVBE requirement. The term "DVBE contractor, subcontractor or supplier" means any Person that satisfies the ownership (or management) and control requirements of CCR Title 2 § 1896.81, is certified in accordance with CCR Title 2 § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in MVC § 999(B).

20. Bid Preference(s)

- A. The following preferences are applicable to this IFB:

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

- a. Government Code section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB.
- b. To claim the SB preference, your company/firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS). If the prospective Contractor is claiming the five percent (5%) SB preference, complete section 15 of Attachment 1 – Bid/Bidder Certification Sheet.

- c. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
 - d. A certified SB bidder(s) shall have precedence over non-SB bidder(s) in the application of the SB preference.
 - e. SB Preference information can be found at the following website:
<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=OSDS>.
- (2). Non-Small Business (Non-SB) Preference
- a. Non-SB preference information can be found at the following website:
<http://www.dgs.ca.gov> (Note: Non-SB Preference cannot displace a direct award to a California-certified Small Business or a California-certified Micro Business).
- (3). Target Area Contract Preference Act (TACPA) **(Only applicable if the lowest bid received exceeds \$100,000.00.)**
- a. TACPA preference information can be found at the following website:
<http://www.dgs.ca.gov> (Note: Only California-certified Small Business bidders and California-certified Micro Business bidders can use a TACPA preference to displace another California-certified Small Business bidder or California-certified Micro Business bidder).

21. Bid Incentive(s)

A. The following incentive is applicable to this IFB:

- (1). Disabled Veteran Business Enterprise (DVBE) Participation Incentive
- a. Per Military and Veterans Code section 999.5, Title 2 CCR 1896.99.100, and Title 2 CCR 1896.99.120, an incentive between three percent (3%) and five percent (5%) is included in this solicitation. The DVBE incentive will be applied during the evaluation process for responsive bids offering DVBE participation.
 - b. If the prospective Contractor intends to claim the preference, the Contractor must identify the DVBE firm and percentage of bid price by completing Attachment 4 – Bidder Declaration & Subcontractor/Supplier List.
 - c. See Attachment 7 for DVBE Participation Incentive information (Note: DVBE Participation Incentive cannot displace a direct award to a California-certified Small Business or a California-certified Micro Business).

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DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

SAMPLE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+ Exhibit D	Special Terms and Conditions	
+ Exhibit E	Additional Provisions	
+ Exhibit F	Federal Terms and Conditions	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the state. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands.
- B. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.
- C. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and [Contractor Name], a [form of entity] (Contractor). The Authority and Contractor are collectively referred to herein as the "Parties," or individually as "Party." The purpose of this Agreement is for the Contractor to provide services, as described in Section 2, Scope of Work, of this Exhibit A, to the Authority.
- D. All inquiries during the term of this Agreement will be directed to the Contract Managers identified below:

AUTHORITY		CONTRACTOR
Contract Manager (ACM): TBD	Task Manager (ATM): TBD	Contract Manager (CM): TBD
Address: TBD	Address: TBD	Address: TBD
Phone: TBD	Phone: TBD	Phone: TBD
Email: TBD	Email: TBD	Email: TBD

- E. The Contract Managers may be changed without amendment as specified in Exhibit D, Special Terms and Conditions, Section 2, Contract Management, of this Agreement.

2. SCOPE OF WORK

- A. The Contractor agrees to provide the California High-Speed Rail Authority (Authority) with services related to Right-of-Way (ROW) clearance and demolition services, asbestos/lead testing and/or abatement services, and Storm Water Pollution Prevention Plan and Water Pollution Control Program services, which includes all labor, tools, materials, equipment, and travel necessary to perform these services at the Authority property detailed below for the term of this Agreement.
- B. The services shall be performed at: 16608 8th Avenue, Hanford, CA 93230
- (1). Detailed images of the structure are further detailed in Exhibit H, Property Photos.

C. Commencement of Work

- (1). The Contractor shall commence work under this Agreement on the specified start date provided by the Authority Contract Manager (ACM) following the execution of this Agreement by the State. The ACM shall provide the Contractor with written notification of the start date prior to the Contractor commencing work under this Agreement.

D. The services shall be performed upon the direction and with the approval from the ACM. All work dates and times outside of the approved schedule must be approved by the ACM before work is performed.

E. Detailed description of work to be performed and duties of all parties:

(1). General

a. Scope of Work

1. Responsibilities of the Contractor

- (a). The Contractor shall provide all labor, equipment, materials, supplies, permits, and incidentals necessary to remove and demolish the real property structure, test and/or abate all hazardous materials to include, but not be limited to, friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) services. The Work shall be done in accordance with all city and county codes and regulations.
- (b). Demolition and/or property clearance work shall include, but not be limited to, removal of siding, concrete blocks, metal poles, plants, shrubs, trees, fences, walls, curbing, loading docks, steps, footings, foundations, pipe, brick, flatwork, plaster, lumber, wood splinters, trash, debris, glass, capping of sewer lines, hauling scrap, discing and backfilling and blading the ground surface, testing and/or abating all friable and non-friable asbestos and lead paint according to all applicable environmental laws and regulations, and providing any necessary SWPPP/WPCP and implementing said plan.

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- (c). The Authority does not guarantee that any of the described improvements scheduled for demolition and removal are constructed of the materials mentioned herein or that they conform in any other manner to the descriptions provided herein. Unless specifically stated otherwise in this Agreement, the Authority assumes no responsibility for conditions that are not evident at the time of bid opening nor for subsequent change in or damage of any nature to the improvements that are not within the control of the Authority.
- (d). The Contractor shall notify the Authority Contract Manager (ACM) or designee when all demolition work is completed. The Contractor shall coordinate with the ACM or designee to arrange a final job inspection.
- (e). The Authority reserves the right to remove any improvements at any worksite, as deemed suitable, before directing the Contractor to begin demolition operations.
- (f). The Contractor shall comply with Division 26 of the California Health and Safety Code and with the rules and regulations of the Air Pollution Control District having jurisdiction over such area.
- (g). The Contractor shall provide a list of possible dumpsites for the ACM or designee to approve. Once approved, the Contractor shall use predetermined local dumpsite(s), as approved by the ACM or designee in the demolition plan, for disposal and/or recycling of demolished improvements. The Contractor shall pay any and all disposal and/or recycling site charges.
- (h). The Contractor is responsible for assuring that all Work performed under this Agreement will comply with local government regulations for the city or county in which the Work is performed.
- (i). The Contractor shall ensure that only qualified and competent employee(s) are permitted on the worksite and that the Work shall be safely performed in conformity with the highest industry standards. The Contractor shall take all necessary precautions to prevent injury or hazard to Authority employee(s), agents, invitee(s), and/or the general public.
- (j). The Contractor shall comply with all applicable federal, State, county, city, and municipal laws, ordinances, rules, and regulations that in any manner pertain to the Work to be performed or those persons engaged or employed in the Work to be performed.

- (k). The Contractor shall obtain, maintain, and, at its own cost, pay for all permits and licenses, registrations, and certificates required by local ordinances or otherwise required to perform any of the Work required to be performed by Contractor or any of its subcontractors under this Agreement.
 - (l). The Contractor shall take all necessary precautions to prevent injury to or to create hazards for Authority employee(s), agents, invitee(s), and the public and shall avoid causing any unreasonable inconvenience to any person using or doing business near Authority Property.
- (2). Safety, Protective Measures, and Mitigation of Damages:
 - a. Safety Plan
 - 1. The Authority is committed to providing a safe and secure travel and Work environment. Therefore, safety, accident prevention, and security breach prevention must be incorporated into the performance of every employee task. All Contractor personnel are charged with the responsibility for ensuring the safety and security of employees, subcontractors, emergency responders, and the public who encounter the worksite. Each individual and organization is responsible for hazard and vulnerability management, for applying the processes that are designated to ensure safety and security, and for maintaining established safety and security standards, consistent with their position and organizational function.
 - i. The Authority's Division of Safety and Security has prepared a Safety and Security Checklist that will be provided with the assignment of the parcel. If necessary, the Contractor shall meet with the ACM and the Authority's Division of Safety and Security to address safety concerns.
 - ii. The Contractor shall ensure that all staff and subcontractors complete the Authority Safety Program's safety training prior to the start of Work. The safety training will be approximately one (1) hour long and can be attended in-person or online via Microsoft Teams. If the Authority safety training has been completed within the last twelve (12) months, the Contractor or Subcontractor shall sign and certify that they have completed the Authority Safety Program's safety training within the last twelve (12) months and may not be required to take the safety training.

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- iii. The Contractor must prepare and submit a plan for how the Work assigned will be performed in a safe manner (Safety Plan) before commencing Work under the Agreement. Once approved by the Authority, the Contractor, its personnel, and subcontractors shall conform to the procedures and standards outlined in the approved Safety Plan. The Safety Plan should address every aspect of Work that is to be conducted by the Contractor and its subcontractors. If the Safety Plan does not initially meet the standards of the ACM, the Contractor shall make edits based on the recommendation of the ACM and resubmit for ACM approval.
- b. Demolition Plan
 - 1. Prior to demolition of any structure or commencement of any demolition work on a property, the Contractor must provide a demolition plan, conduct a site walk, and receive the ACM's approval prior to the start of Work.
- c. Protective Measures
 - (a). The Contractor is responsible for implementing protective measures at each worksite at which Work will be performed by the Contractor or its subcontractors that meet or exceed the following minimum standards:
 - i. **Utility Disconnection:** Prior to the start of any demolition work, the Contractor shall be responsible for ensuring utility companies have disconnected and removed meters, service lines, Liquefied Petroleum (LP) gas tanks, or natural gas tanks. The Authority will not be responsible for any fees or costs associated with any such removal and abandonment.
 - ii. **Prevention and Mitigation of Damages:** The Contractor shall take all measures necessary to protect the public from its operations, including, but not limited to, protecting the public from abandoned, cased, or dug wells exposed by its operations. The Contractor will be held responsible for damage to any buildings, fences, structures, trees, shrubs, or public and/or private property not mentioned as part of this Agreement. Preventative measures shall not be less than those prescribed by local ordinances.
 - i. The Contractor shall provide adequate lateral support for adjoining buildings and shall conduct removal operations in a manner that will not interfere with the use and occupancy of said adjoining buildings.

- ii. It shall be the Contractor's responsibility to maintain utility service lines (including, but not limited to, gas, water, electricity, and sewers) to other buildings. In the event the Contractor's removal operations damage or destroy such service lines, the Contractor shall immediately replace them at the Contractor's expense.
- (3). Performance of Right-of-Way (ROW) clearance and demolition services:
 - a. The Contractor shall perform the ROW clearance and demolition services as outlined herein below unless otherwise directed by the ACM. In the event of any conflict with local, state, or federal regulation or law, the stricter standard shall apply:
 - 1. Sanitary sewer system(s) shall be abandoned as directed by the ACM or designee and in accordance with local government requirements. Septic tank abandonment shall be subject to inspection and approval by the ACM. The Contractor shall notify the ACM a minimum of twenty-four (24) hours prior to septic tank pumping and abandonment.
 - 2. The Contractor shall fill all basements, pits, sumps, and backfill excavations resulting from the removal operations in accordance with the approved SWPPP or WPCP.
 - 3. The Contractor shall remove all materials resulting from the demolition of improvements, which shall become the property of the Contractor upon removal from the premises.
 - 4. The Contractor shall grade and smooth sites so the lots will be neat, clean, and in good condition and appearance. Said grading shall be completed in such a manner that natural drainage waters will not become trapped or cause ponding. Existing city streets, curbs, gutters, and adjacent sidewalks damaged by reason of the Contractor's operations shall be repaired by the Contractor at its own expense. Sidewalks damaged by the Contractor shall be repaired as directed by the ACM. The Contractor shall grade the site to a finished grade in accordance with the approved SWPPP/WPCP or as directed by the ACM.

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5. The Contractor shall do all excavating, grading, or filling necessary to accomplish the demolition and removal of improvements, or to obtain the rough and finish grades shown on the demolition plan(s). Excavations shall be made for all footings, piers, foundation walls, curbs, and retaining walls or underground fixtures of any kind, and trenches shall be excavated for all underground pipelines. All excavations and trenches shall be cut true to the lines and grades shown on the demolition plan(s). In no case shall foundations or footings rest on filled or otherwise unstable ground. Should this condition be encountered, the Contractor shall carry all excavations to a solid bearing. Where necessary, the area under a building shall be excavated to provide the proper clearance as shown on the plans, or as may be required by local building ordinances. Any excess material resulting from excavation or grading operations shall be removed and disposed of by the Contractor.
6. Backfill
 - (a). To safeguard the public from basement excavations, holes, or vertical drops exposed or produced by its operations, the Contractor shall backfill such excavations, holes, and drops.
 - (b). Backfill shall be made with clean earth consisting of either of the following materials: alluvium, decomposed granite, loam, or sand. No material containing adobe, substances that would swell or contract with the addition of water, or substances containing debris or large rocks will be accepted.
 - (c). Backfill, within the limits of the Authority ROW, shall be completed to the surface of the ground and unless otherwise specified shall be placed in horizontal, uniform layers not to exceed eight inches (8") in thickness, before compaction. Each layer shall be well moistened and thoroughly tamped or rolled until a relative compaction of not less than ninety percent (90%) is secured.
 - (d). All other backfill or all backfill if specified in the special provisions may be placed in twelve-inch (12") thick horizontal layers, and each layer shall be thoroughly compacted to equal compaction of the surrounding ground, unless a greater amount of compaction is specified.
 - (e). No fill, or backfill, shall be placed against new concrete walls or piers until such time as the concrete has developed sufficient strength to withstand the load. No puddling or backfilling shall be done without specified authorization of the ACM or designee.

- (f). The Contractor shall make the arrangements for securing suitable fill materials. Any excavation or hole having an impervious bottom, such as concrete or masonry, shall have such bottom broken or shattered to allow drainage therefrom before backfilling or fencing operations commence.
- (g). Excavations will be inspected by the ACM or designee prior to placing of backfill, and the Contractor shall give the ACM or designee a minimum of one (1) business day's notice prior to commencing backfill operations.
- (h). Existing underground vaults, sumps, pits, cesspools, septic tanks, wells, or other excavations not specifically listed, but which occur within the limits of Work, shall be filled as specified in this item, except that all material used to fill these underground cavities shall be sand. Unless specified by the ACM or designee, underground tanks shall be removed. The Contractor shall make the arrangements for securing acceptable sand. These underground cavities shall be inspected by the ACM prior to placing of backfill, and the Contractor shall give the ACM or designee a minimum of one (1) business day's notice prior to commencing backfill operations.

b. Disconnection of Services

- 1. Before any improvements are removed, all services to said improvements shall be disconnected. Ends of utility services shall be properly capped at the point of disconnection and marked for identification. The Contractor shall plug all sewer lines or laterals at the property line in a manner satisfactory to the local building inspection department having control over the area.
- 2. Any sewer openings or breaks exposed during the removal operations shall be suitably plugged immediately, and all plumbing and electrical work shall be done in a first-class, workmanlike manner. Workmanship and materials shall comply in every way with all applicable building, health, and safety ordinances.
- 3. Existing materials may be salvaged and reused, subject to the approval of the ACM, unless otherwise prohibited by any applicable ordinance. Replacement materials used by the Contractor shall be at least equivalent in size and quality to those being replaced.

c. Concrete Removal

- 1. The Contractor shall break up concrete floors of basements and fill and compact with suitable earth material. The Contractor shall remove and dispose of all concrete or masonry, including concrete footings, basement walls two feet (2') below adjoining grade, flatwork, and miscellaneous rubble.

d. Dust Control

1. The Contractor shall provide dust control during demolition loading. Water or dust palliative shall be applied, if ordered by the Contractor's engineer or the ACM, for the alleviation or prevention of dust nuisance. No separate payment will be made for any Work performed or material used to control dust resulting from the Contractor's performance of the Work, either inside or outside the ROW.

(a). Non-Potable Water

1. Any water used in the Work performed under this Agreement shall, at the option of the Contractor, be potable or non-potable. Non-potable water shall consist of reclaimed wastewater or non-potable water developed from other sources.
 - A. If the Contractor uses reclaimed wastewater in the Work, the sources and discharge of reclaimed wastewater shall meet the California State Water Resources Control Board (SWRCB) water reclamation criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a wastewater discharge permit or a waiver from the Regional Water Quality Control Board. Copies of the permits or waivers from the Regional Water Quality Control Board shall be delivered to the ACM before using reclaimed wastewater in the Work.
 - B. Non-potable water, if used, shall not be conveyed in tanks or drainpipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and any other conveyances of non-potable water shall be labeled: "NON-POTABLE WATER-DO NOT DRINK."

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e. Plants, Shrubs, and Trees

1. The Contractor shall only remove plants, shrubs, and trees that are designated by the ACM to be in direct conflict with the demolition of structures, or, in the case of agricultural real property. Due care shall be exercised by the Contractor to avoid damage to remaining plants, shrubs, and trees that are not to be removed. If such remaining plants, shrubs, or trees are damaged by the Contractor, the ACM may require the Contractor to replace, restore, or remove the damaged plant, shrub, or tree at the Contractor's own expense. Any tree removal shall include removing the major stump/rootball and backfilling the resulting excavation.
2. Grinding authorized removed plants, shrubs, and trees can take place on-site as long as the materials and debris generated by the plants, shrubs, and tree removal are disposed of. The Contractor shall ensure such disposal is accomplished in compliance with all county and local ordinances, laws, regulations, or other requirements applicable.

f. Debris Removal

1. All brick, plaster, lumber, wood splinters and other debris, including uprooted trees and shrubs, shall be removed from the site and disposed of by the Contractor.
2. The Contractor shall be responsible for paying any and all disposal and/or recycling site charges for all debris removed.

(4). Implementation and Performance of Storm Water Pollution Prevention Plan and Water Pollution Control Program services.

a. Stormwater Pollution Control

1. The Contractor shall comply with all applicable State and federal water pollution control requirements regarding stormwater and non-stormwater discharges and will be responsible for all applicable permit requirements in effect at the time this Agreement is undertaken, including, but not limited to:
 - i. National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction) issued by SWRCB.
 - ii. NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities issued by SWRCB.

- iii. Permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of stormwater and non-stormwater to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current stormwater-related NPDES permits are available on the SWRCB website at <https://www.waterboards.ca.gov/> under Stormwater.
- (b). The Contractor shall implement and maintain the environmental Best Management Practices (BMPs), as provided by the Authority.
- (c). For any activities conducted on the Authority-owned property, the Contractor, in coordination with the Authority's environmental Contractor, shall develop, implement, and maintain a SWPPP covering those activities. Information on the General Industrial Permit is electronically available at the SWRCB website: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml.
- (d). The Contractor will address stormwater and water quality protection by implementing appropriate BMPs described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to the ACM.
- (e). The Contractor is solely responsible for compliance with the General Industrial Permit and shall also provide to the ACM a copy of the following:
 - i. Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB;
 - ii. Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number;
 - iii. Notice of Termination (NOT), if applicable.
- (f). Within fifteen (15) business days of the distribution of fully executed copies of the Agreement, the Contractor will provide a copy of the completed SWPPP and any other pertinent documentation to the ACM. The Authority's Environmental Compliance Branch will have seven (7) business days to review the SWPPP. If the ACM revisions are required, the Contractor will revise and resubmit these documents within seven (7) business days. The Authority will repeat the review-and-approve process as needed. Except for Work that does not have the potential to cause water pollution as determined by the ACM, the Contractor shall not begin demolition work under this Agreement prior to the approval of the SWPPP by the Authority.

- (g). Payment for Work under this Agreement shall not be made until the ACM has inspected a site and determined that the Contractor has complied with all the required provisions of the SWPPP. Upon such completion and acceptance, the Authority will be responsible for maintaining post-Agreement stormwater pollution control measures. Water pollution control work shall conform to the provisions of the approved SWPPP.
- (5). Performance of Asbestos/Lead Abatement Services
 - a. For the purposes of this Agreement, asbestos, lead-based paint, and/or other known hazardous substances/materials/waste regulated by federal, state and/or local laws and regulations, shall be referred to as Hazardous Materials. The removal and demolition of real property structures may require testing and/or abatement of Hazardous Materials, including, but not limited to, removal, containment, and/or disposal of such materials as required by law. The Contractor or its subcontractor(s) shall perform Hazardous Materials work included in this Agreement as follows:
 - 1. Asbestos-related work, including any required asbestos testing, shall only be performed by a licensed C-22 Asbestos Abatement contractor or contractor that is Asbestos Certified (ASB) by the Contractors State License Board (CSLB) and currently registered with the State of California Department of Industrial Relations (DIR) Division of Occupational Safety and Health (DOSH). If the Contractor elects to have the asbestos work performed by a subcontractor, the Contractor must secure the services of a subcontractor that is properly licensed and certified with a C-22 Asbestos Abatement contractor license or ASB certification to perform the Work. If asbestos testing and/or abatement work is required, the Contractor or its subcontractor(s) performing the asbestos testing and/or abatement work must also submit an asbestos-abatement plan to the ACM, with verification that the asbestos-abatement plan was prepared by a Contractor or a subcontractor staff member who is properly licensed and certified with a C-22 license or ASB certificate. The Contractor performing any asbestos testing and/or abatement work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos testing and/or abatement and lead-based paint abatement work.

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2. Lead-abatement work, if any, shall only be performed by a person with a Lead Removal Certificate certified by the California Department of Public Health (CDPH) pursuant to Title 17 of the California Code of Regulations, Section 35001 et seq. If lead abatement work is required, the Contractor or its subcontractor(s) shall provide proof of such certification and submit a lead-abatement plan to the ACM. At the time that such certification is provided to the ACM, the Contractor or subcontractor(s) must also provide verification that the lead-abatement plan has been prepared by a person who is properly certified by the CDPH. The Contractor performing any lead-based paint abatement Work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations, and permits required for lead-based paint abatement work.
3. All Work shall conform to all federal, state, and local laws governing friable and non-friable asbestos work, including but not limited to, the identification, preparation, workers, equipment, safety, monitoring, signage, fencing, removal, and hauling of friable and non-friable asbestos, and the Contractor shall supply copies of information on all applicable licenses, permits, and notifications required by applicable laws and regulations to the ACM.
4. Applicable regulations include, but are not limited to, the following:
 - i. California Health and Safety Code, Division 20, Chapter 6.5 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
 - ii. California Code of Regulations, Title 8, General Industry Safety Order 5208, Asbestos.
 - iii. Code of Federal Regulations, Title 29, Part 1926, Occupational Safety and Health Administration; Safety and Health Regulations for Construction.
 - iv. Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
 - v. Local Air Pollution Control District Regulations.
 - vi. Code of Federal Regulations, Title 40, Part 61, Subpart M, National Emission Standard for Asbestos.

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5. The Contractor or its subcontractor(s) performing the asbestos testing and/or abatement and/or lead-based paint abatement Work shall provide the ACM with copies of all documents required for the asbestos testing and/or abatement or lead-based paint abatement Work and a certification at the conclusion of the asbestos testing and/or abatement and/or lead-based paint removal and disposal that all Work was completed in accordance with the appropriate laws, regulations, and permits.
 6. Compensation for Work of encapsulating, removing, and disposing of materials containing friable and/or non-friable asbestos is included in Attachment 2 – Cost Sheet, incorporated hereto upon award as Exhibit B – Attachment 1, Cost Sheet.
 7. If, subsequent to the start of Work, the Contractor discovers any asbestos or lead-based paint-containing material not noted in a(n) asbestos testing and/or abatement and/or lead-abatement plan it had previously provided to the ACM, the Contractor must immediately **stop Work** and follow guidelines outlined in Section (5). c., Discovery of Hazardous Materials, below.
- b. Hazardous Materials Debris
1. Debris from Hazardous Materials shall **not** be disposed of within the Authority ROW. The Contractor shall make arrangements for disposal outside of the Authority ROW.
 2. Debris from Hazardous Materials, including all glass, shall be removed from the site within three (3) business days or according to applicable local ordinances regarding debris-removal schedules, whichever is shorter. The Contractor shall not use burning as a disposal method for debris either inside or outside of the Authority ROW.
- c. Discovery of Hazardous Materials
1. If the Contractor discovers or suspects Hazardous Materials during the demolition and removal process, the Contractor shall **stop Work immediately**. The Contractor shall notify the ACM verbally and in writing of these findings, including the location, type of Hazardous Materials, and any other relevant detail, immediately after the discovery of the Hazardous Materials.
 2. Once notified, the ACM will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of Hazardous Materials that are discovered or suspected to be present.
 3. Continuation of Work shall not commence until the Contractor has been authorized to do so in writing by the ACM.

4. Should it become necessary to cancel the Task Order, the Contractor shall be compensated only for Work in progress or actual completed to the ACM's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted Work.
 5. Failure to notify the ACM of the discovery of Hazardous Materials and failure to handle and remediate them properly may result in immediate cancellation of the Agreement and legal liability of the Contractor for all actual damages resulting therefrom.
- d. Asbestos
1. Testing Asbestos
 - i. This Work shall consist of collecting samples of suspect asbestos-containing materials, conducting laboratory analysis, and implementing precautions to prevent disturbance of materials during testing. All sampling and handling shall be performed in a manner that maintains site safety and minimizes disruption to existing conditions.
 2. Encapsulating Asbestos.
 - i. This Work shall consist of sealing and taking precautions to minimize breakage or disturbance of asbestos-containing material and laying new non-asbestos-containing material on top of the asbestos-containing material.
 3. Removal and Disposal of Asbestos.
 - i. The removal of asbestos shall be accomplished as required by law, and copies of permits shall be given to the ACM. All waste generated must be disposed of in an approved hazardous-waste site and transported by a licensed hazardous-waste hauler. All removal and disposal shall meet all State and federal codes and requirements. The Contractor shall comply with applicable portions of the California Code of Regulations. The Contractor shall pay any and all disposal site charges. Said fees are included in the bid amount submitted by the Contractor. This Work shall consist of removing and disposing of materials containing friable and/or non-friable asbestos prior to the rehabilitation of Authority-owned improvements. The Contractor performing any asbestos work shall obtain all necessary licenses, permits, certifications, and other documents needed for this Work.

- ii. The Contractor, prior to performing any asbestos work, shall prepare a plan for the ACM presenting the methods for encapsulating, removing, handling, transporting, and disposing of friable or non-friable asbestos. The plan must be approved in writing before the Work is allowed to commence.

4. Friable Asbestos

- i. When asbestos plans involve friable asbestos, said plans must be approved by the local Air Quality Management District prior to submittal to the ACM. The Contractor must submit the approved plan(s) to the ACM seven (7) business days prior to the start of Work. The plan(s) shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos-abatement Work, removal, handling and transport.
- ii. The Contractor performing the asbestos work shall retain and maintain all records required for asbestos-abatement work. At the conclusion of the asbestos removal and disposal, the Contractor shall provide the ACM with copies of all documents required for the asbestos-abatement work and a certification of the performing Contractor that all Work was completed in accordance with the appropriate laws, regulations, and permits.
- iii. The Contractor shall use a California Uniform Hazardous Waste Manifest through the California Department of Toxic Substances Control (DTSC), which will be signed by the ACM or designee.
- iv. The Contractor shall use hazardous waste haulers having current registration with DTSC and a U.S. EPA Identification (ID) number.
- v. All vehicles used to transport hazardous waste shall have a valid (expiration date has not elapsed throughout the term of this Agreement) Certificate of Compliance affixed to the vehicle.
- vi. Friable asbestos containerized for transportation to the disposal site shall be appropriately labeled.
- vii. Disposal of friable asbestos shall be at an authorized waste disposal facility. The Contractor shall pay any and all disposal site charges.

5. Non-Friable Asbestos:
 - i. Non-friable asbestos-containing material waste is to be considered hazardous waste. The Contractor shall take precautions during removal that it remains wet, breakage and visual emissions are minimized, and it is not physically altered or powdered to result in the release of free asbestos fibers.
 - ii. Non-friable asbestos shall be placed into appropriate containers and suitably covered.
 - iii. Disposal of the non-friable asbestos shall be done at an authorized, ACM-approved disposal facility. The Contractor shall pay any disposal site charges.
- e. Lead-Based Paint
 1. Required Work as stipulated in this Agreement shall comply with all rules, regulations, and laws of the county and State in which Work is to be performed.
 2. Abatement of lead-based paint shall only be done in accordance with guidelines and regulations established by the National Institute for Occupational Safety and Health (NIOSH), DOSH, U.S. EPA, National Emission Standards for Hazardous Air Pollutants (NESHAP), and Housing and Urban Development (HUD) Guidelines for Evaluation and Control of Lead-Based Paint (Hazards in Housing).
 3. The removal of lead-based paint shall be accomplished as required by law, and the Contractor shall give copies of applicable permits (i.e., Air Quality Board, Hazardous Waste Transport, and State Fire Marshall) to the ACM. All waste generated must be disposed of in an approved hazardous-waste site and transported by a licensed hazardous waste hauler. All removal and disposal shall comply with all requirements of the State and federal laws, including applicable portions of the California Code of Regulations. The Contractor shall pay any and all disposal site charges.
 4. The Contractor performing any lead-based paint work shall prepare a plan presenting the methods of encapsulating, removing, handling, transporting, and disposing of lead-based paint.
- f. Final Clearance Report for Hazardous Materials Work
 1. A Hazardous Materials report shall be conducted after all hazardous materials have been removed, in accordance with all rules, regulations, and laws that are pertinent to the subject location in the State of California.

2. The final clearance report shall include an asbestos and lead-based paint survey to confirm that all the asbestos and lead-based paint-containing materials have been removed. Inspection of all areas where asbestos was encapsulated shall be made. Bulk material samples, personal samples, and air samples are to be taken in order to assess asbestos hazards at the site after removal.
3. Air samples shall be taken to determine if asbestos is present in the air. Analysis shall be performed by an American Industrial Hygiene Association-accredited laboratory for asbestos analysis.
4. Additional asbestos-removal work that would be performed based upon the results of the post-sampling test shall be considered as part of the lump-sum bid for removal of asbestos-containing material, and no additional compensation will be allowed for that Work.

(6). Work

- a. The Work will be requested by the ACM to the Contractor through issuance of a Notice to Proceed describing in detail the services to be performed. The ACM has the sole authority and responsibility to make amendments and revisions to the scope, schedule, or deliverables.
- b. The ACM is the day-to-day contact for the Contractor and may provide direction on Work that has been assigned.
- c. All Work to be performed under this Agreement shall be as identified in Section 2, Scope of Work, Subsection E of this Exhibit A.
- d. The Contractor shall not commence Work or services until approved by the Authority and notice to proceed has been issued by the ACM. No payment will be due or made for any Work performed prior to written approval of the work product by the ACM.
- e. The Contractor will assist the ACM with monitoring and verifying the Contractor's satisfaction of its duties and obligations under the Agreement, the delivery of all work product and deliverables, and satisfaction of all applicable schedules and milestones. The ACM shall have the ultimate responsibility and authority to determine whether the Contractor has satisfied its duties and obligations under the Agreement, including specifically whether the Contractor delivered all work product and deliverables.

(7). Authority Standards

- a. Work is subject to inspection and acceptance by the ACM. Any Work that needs correction shall be at the Contractor's sole cost and expense. Failure to begin Work and to complete Work as required by this Agreement shall be considered grounds for termination of this Agreement.

(8). Workmanship

- a. Workmanship shall conform to the commercially reasonable standards of the industry and shall be in conformance with the building codes of the State, county, and city in which the Work is being done. Copies of any required building permits shall be submitted to the ACM with the Contractor's invoice(s).
- b. The Contractor shall conduct its operation in such a manner as to avoid injury or damage to Authority property or any adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
- c. Any Work judged unsatisfactory by the ACM shall be redone at the Contractor's expense.

(9). Final Cleanup

- a. The Contractor shall leave each worksite in a neat and clean condition upon completion of Work tasked at that worksite. The Contractor shall haul away and discard any materials or debris caused by its work actions from the job site at no additional cost to the Authority and in a manner that comports with all applicable laws and regulations.
- b. The Contractor shall not dispose of the improvements or materials from any such site by sale, gift, or in any manner whatsoever to the general public at the site; provided, however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials to properly licensed contractors or materialmen, provided that the materials are removed from the site by the Contractor. Removal of buildings as a unit, or in sections capable of reassembly as a structure, is expressly prohibited. In no case shall the Contractor engage in any solicitation of business that might subject the Authority to any liability, i.e., selling salvage on site.

(10). Special Conditions

- a. If during the services described herein, it is discovered that unanticipated additional Work is required in order to fulfill the Authority's obligations, such Work may be completed as determined and approved by the ACM. All unanticipated Work identified must be documented by the Contractor and must be approved by the ACM prior to any Work being done. Additional Work justifications must be submitted to the ACM or designee with all applicable documents. If additional unanticipated services are required, the Contractor will be reimbursed at the costs specified in Attachment 2 – Cost Sheet, incorporated hereto upon award as Exhibit B – Attachment 1, Cost Sheet.

(11). Permit Requirements

- a. The Contractor shall procure all necessary permits, fees, and licenses, including, but not limited to, those required by the City of Fresno and the State of California. The Contractor shall submit licensing and permit requirements to the State Fire Marshal's office at <https://calfire.govmotus.org/>.
- b. The Contractor must have a CAL/DOSH permit(s) as outlined in the California Labor Code Sections 6500 and 6705, and provide permit(s) and detailed plan to ACM prior to the initiation of any practice, work method, operation, or process related to the demolition of any building, structure, falsework, or scaffold more than three (3) stories high or the equivalent height (36'); or, any construction or excavations of trenches that are five feet (5') or deeper.
- c. The Contractor must coordinate with the Authority's staff and environmental consultants to obtain the proper documentation and receive recommendations and final confirmation in writing of environmental clearance to demolish any structure. The Contractor must comply with all of the Authority's environmental policies and procedures, in coordination with and in compliance with any instructions from the Authority's environmental staff and consultants, including the use of clean equipment and proper recycling of all materials.
- d. Any asbestos-related work shall be performed by the Contractor or its subcontractor(s) that is properly licensed with a C-22 Asbestos Abatement license or certified by an ASB Certification issued by CSLB and registered with the DIR, DOSH. The Contractor and/or subcontractor must provide proof of certification and registration to the ACM, remain so certified and registered, and be bondable for asbestos-related work for the full term of the Agreement. Prior to asbestos removal from any structure, the Contractor must receive confirmation from the Authority's staff and environmental consultants that a property is not historically significant.
- e. Lead-abatement work shall only be performed by a person certified by the CDPH as a Lead Supervisor or a Lead Worker under the direction of a Lead Supervisor pursuant to Title 17 of the California Code of Regulations, section 35001 et. seq. If lead abatement is required, the Contractor or its subcontractor(s) shall provide proof of such certification and submit a lead-abatement plan to the ACM. Proof that the lead-abatement plan has been prepared by a person who is properly certified by CDPH shall also be provided to the ACM at the same time. The Contractor shall arrange for septic tank inspection as specified in the permit obtained from the Environmental Health Department and shall have an invoice for service (which shall be available for review by the inspector) indicating that the contents of the septic tank have been pumped.

(12). Sustainability

- a. In addition to applicable laws and project specifications, the Contractor shall address project sustainability while carrying out the Work.

1. Project Sustainability Goals

- (a). Project Sustainability Goals are as follows:

- i. Reduce greenhouse gas (GHG) emissions and dependency on fossil fuels;
- ii. Minimize water use and practice water conservation;
- iii. Eliminate concrete and steel waste to landfill and reduce all other waste; and
- iv. Provide timely, valid records of sustainability activities.

2. Project Sustainability Requirements

- (a). Unless otherwise specified, this section identifies design criteria elements that are required for all demolition Work for the Authority.

3. Construction Waste Management

- (a). The Contractor shall manage and minimize construction waste by the diversion of construction and demolition debris from landfills, which shall not be less than that required by applicable laws. The minimum percentages for waste diversion from landfills are as follows:

- i. One hundred percent (100%) of steel and uncontaminated concrete construction and demolition waste; and
- ii. Ninety percent (90%) of all other construction and demolition waste.

4. Construction Equipment and Energy

- (a). Whether the equipment is owned or rented, the Contractor shall use clean engines as follows:

- i. One hundred percent (100%) of off-road vehicles must comply with Tier 4 Diesel Engine Standards;
- ii. One hundred percent (100%) of On-Highway Heavy Duty Engines must be compliant with 2014 On-Highway Heavy Duty Engine Emission Standards or lower emissions;

- iii. At least one (1) heavy-duty on-road vehicle used for on-road hauling must be a zero-emission vehicle; and
 - iv. Twenty-five percent (25%) low-emission vehicle (including Compressed Natural Gas vehicles).
 - (b). The Contractor shall use renewable diesel for all diesel-fueled equipment.
5. Water Conservation
- (a). The Contractor shall identify and implement three (3) water-reduction strategies aimed at reducing water use during construction.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Contingency Clause

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement, does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or the California State Legislature during the Agreement term that affects the provisions, terms, or funding of this Agreement in any manner.

2. Invoice and Payment

- A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the ACM, the Authority agrees to compensate the Contractor for actual hours worked in accordance with Exhibit B, Attachment 1 – Rate Sheet. Rates shall not exceed the rates identified in Exhibit B, Attachment 1 – Rate Sheet.
- B. The Contractor agrees to compensate all subcontractors with the same payment structure.
- C. No payment shall be made in advance of services rendered.
- D. If requested by the Authority, the Contractor shall provide payroll verification for any individual within thirty (30) days of the Authority's request.
- E. The total amount payable by the Authority for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and that the actual amount of Work requested by the Authority, and payment therefor, may be less.
- F. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

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Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

- G. The Contractor shall also electronically submit one (1) additional courtesy copy of the invoice and supporting documentation to the ACM or designee at the email address identified in Exhibit A, Scope of Work.
- H. If requested by Authority, Contractor shall provide paper copies of the invoice for payment, receipts, and other documentation identified in Section 3, Invoice Content, of this Exhibit B.
- I. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Subsection F of this Exhibit B, Section 2.

3. Invoice Content

- A. An invoice shall consist of, but not be limited to, the following:
 - (1). Agreement number, date prepared, address, services rendered, hourly rates, and billing period.
 - (2). The Contractor's hourly rates by individual, as identified on Exhibit B, Attachment 1 – Rate Sheet. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours per individual by workplan category or task (as specified in Exhibit B, Attachment 1 – Rate Sheet and by reference to Task Orders, as applicable) during the billing period.
 - (3). Actual, allowable other direct costs, including special equipment if requested by the Authority, miscellaneous costs, and materials.
 - (4). If applicable, an indication of whether the Contractor is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), or Disabled Veteran Business Enterprise (DVBE). Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, or DVBE.
 - (5). The Contractor shall retain supporting documentation of amounts invoiced for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.
 - (6). A narrative that documents the progress of the Work, including a description of Contractor's and its subcontractors' activities performed under this Agreement during the billing period.

- (7). Subcontractors' and vendors' invoices.
- (8). The Postconsumer-Content Certification Form, CalRecycle Form 74.
- (9). The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under the State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217.

4. Cost Principles

- A. The Contractor agrees to comply with the federal cost principles applicable to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or the amended FRA Grant Cooperative Agreement No. FR-HSR-0009-10-01-07 (American Recovery and Reinvestment Act [ARRA] Grant) and/or any future FRA, United States Department of Transportation (U.S. DOT), or other federal agency Grant/Cooperative Agreement requirements. These provisions include, but are not limited to, the applicable provisions of C.F.R. Title 2, Subtitle A, Chapter II, Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments, and 48 C.F.R, Part 31 Contract Cost Principles and Procedures.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.
- C. Any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this clause.

5. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the date the Authority receives the electronic original at the email address listed in Section 2, Invoice and Payment, Subsection E, of this Exhibit B.

6. Excise Tax

- A. The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any State or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

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7. Invoice Disputes

- A. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) Working Days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

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**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

GTC 02/2025

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 02/2025, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

If you do not have internet access, or otherwise cannot access the GTC 02/2025, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS 7
Sacramento, California 95814
contracts@hsr.ca.gov

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Term

- A. The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213).

2. Contract Management

- A. The Contractor's Contract Manager is responsible for the day-to-day Work status, decisions, and communications with the ACM. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- B. There shall be no change in the Contractor's Contract Manager or key members of the Contractor's team, including those listed in Exhibit B, Attachment 1 – Rate Sheet, without prior written approval by the ACM. The new key members of the Contractor's team shall have the qualifications identified in the procurement documents for this Agreement and should have qualifications equal to or greater than the qualifications of the personnel they are replacing. Approval shall not be unreasonably withheld. If the Contractor obtains approval from the ACM to add or substitute personnel, the Contractor must provide the Personnel Request Form (to be obtained from the ACM) or a written request on the Contractor's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the payroll verification for that person.
- C. The Authority, at its sole discretion, may provide written notice requiring that the Contractor remove or terminate from the Agreement any personnel of the Contractor, subcontractor, or supplier that the Authority deems objectionable.
- D. The Authority may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

3. Subagreements

- A. For purposes of this Agreement, subcontractor and subconsultant are used interchangeably, and the provisions of this Agreement that apply to subcontractors/subconsultants apply to subagreements/subcontracts with both subcontractors and subconsultants, at all tiers.

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- B. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Authority and any subcontractors, and no subcontract/subagreement shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be fully responsible to the Authority for the acts and omissions of its subcontractors, including for persons either directly or indirectly employed by those subcontractors, to the same extent the Contractor is liable for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.
- C. The Contractor shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written authorization by the ACM, except that which is expressly identified in Exhibit B, Attachment 1 – Rate Sheet.
- D. Unless specifically noted otherwise, any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- E. The Contractor shall pay its subcontractors within seven Working Days from receipt of each payment made to the Contractor by the State.
- F. Any substitution of subcontractors must be approved in writing by the ACM in advance of assigning work to a substitute subcontractor.

4. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the Authority, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Authority, or an individual identified within the data.
- B. The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.
- C. The Contractor agrees to store all Authority data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than an Advanced Encryption Standard (AES) 128-bit encryption key.

- D. Permission to disclose information on one occasion or during a public hearing held by the Authority relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.
- E. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, the Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- F. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
- G. The Authority may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the Authority's request. In the event that such a request requires the Authority to take steps beyond those otherwise required by this Section 3 in order for the Contractor to comply, the Contractor shall notify the Authority as to the cost of compliance, and the Authority may thereafter, in its sole discretion, direct the Contractor to take such steps.
- H. Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information (as defined in Section 5, Confidentiality Clause, Subsection B, below) of the Authority, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the Authority in a form reasonably acceptable to the Authority, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the Authority's sole discretion.
- I. The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of thirty-five (35) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Authority and its successors and assigns.
- J. Any subcontract/subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of the dollar amount of the subcontract/subagreement.

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5. Confidentiality Clause

- A. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- B. The Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Contractor.
- C. The Contractor agrees to require its employees who have access to and/or receive Confidential Information to execute a written agreement requiring the employees to abide by the terms of this Confidentiality Clause, to the extent applicable. Such written agreements shall be made available to the Authority upon request.
- D. The Authority reserves the right to request Contractor employees to execute individual confidentiality agreements when necessary (e.g., procurements). The Authority shall have sole discretion as to the form and content of such confidentiality agreements.
- E. The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of the dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the Authority and its successors and assigns.
- F. All subsections of this Confidentiality Clause shall survive termination of this Agreement with the Contractor for a period of ten (10) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Authority and its successors and assigns.

6. Conflict of Interest

- A. The Contractor and its employees, and all of its subcontractors and employees, shall comply with the Authority's [Conflict of Interest Code and Organizational Conflict of Interest Policy](#).
- B. The Contractor certifies by execution of this Agreement that the Agreement was not obtained through rebates, kickbacks, or other unlawful considerations either promised or paid to an Authority employee. In addition to any other applicable legal prohibitions, failure to adhere to the certification may be cause for contract termination and recovery of damages under the rights and remedies due the Authority under the default provision of the Agreement.

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- C. The Contractor may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Authority's Legal Office, in consultation with the ACM or designee, determines is a designated employee under the Political Reform Act, subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the Work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who perform the same nature and scope of work as the Contractor.
- D. The Contractor shall compile and maintain documentation of compliance with this section as to: (i) all employees or subcontractors required by the Authority's Legal Office to submit a Fair Political Practices Commission's Form 700, and (ii) any mitigation requirements resulting from an Organizational Conflict of Interest Determination issued by the Authority's Legal Office.
- E. To the extent that mitigation measures are required as to the Contractor and/or any of its subcontractors, Contractor is required to self-certify annually that all required organizational conflict mitigations are in place and have been enforced.
 - (1). The ACM for this Agreement is responsible for enforcing and providing oversight related to any required conflict mitigation measures.

7. Settlement of Disputes

- A. The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- B. To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section A above will be decided by the Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Administrative Officer, issued in writing, will be the final decision of the Authority. The final decision of the Authority is not binding on the Contractor.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the Proposal.
- D. Neither the pendency of a dispute nor its consideration by the Chief Administrative Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

8. Termination

- A. Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 02/2025, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.

- B. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) days' written notice to the Contractor if terminated for the convenience of the Authority.
- C. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the Authority as required by Section 14, Ownership of Data, of this Exhibit D.

9. Non-Waiver

- A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
- B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.
- C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

10. Headings and Rules of Construction

- A. The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words “including,” “includes,” and “include” shall be deemed to be followed by the words “without limitation.”

11. Stop Work

- A. The ACM may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped. The Contractor shall immediately advise the Authority if the stop work order creates a situation that would present a danger to the health or safety of any person. The Authority shall review such information and may direct the Contractor to proceed in the manner determined by the Authority.
- C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the ACM canceling the stop work order.
- D. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment to this Agreement in the event of a stop-work order. Such an adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work order and be supported by documentation.

12. Nondiscrimination Compliance

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.5), and the regulations or standards adopted by the Authority to implement such article.

- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements to perform work under this Agreement.

13. Evaluation of the Contractor

- A. An evaluation of the Contractor's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Contractor for comment. The evaluation, together with the comments, shall be retained by the Authority. Contractor performance evaluations may be considered in the evaluation of future solicitations.
- B. Performance of the Contractor under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD 4. A copy of any negative evaluation for agreements over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

14. Ownership of Data

- A. During the term of this Agreement, and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority, and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data.
- B. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Contractor under this Agreement; further, the Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the Project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- C. Any subcontract/subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

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- D. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.
- E. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Authority's access to and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate, or conclusion referred to or expressed in any deliverable for this Agreement.

15. Amendment

- A. This Agreement may be modified by amendment with mutual consent of the Parties as to time, money, and other provisions, to the extent allowable by law, and, if applicable, State Contracting Manual, Volume 1, Section 5.81. The amendment shall be made in accordance with Exhibit C: GTC 02/2025, Section 2 Amendment. If the provisions in this section conflict with Exhibit C: GTC 02/2025, the terms of Exhibit C: GTC 02/2025 control over the terms of this clause.
- B. To exercise an option to extend the term of this Agreement for an additional twelve (12) months. The option to extend for additional periods is at the sole discretion of the Authority. The rate for additional periods shall be the same amount as specified in Exhibit B.
- C. To extend the term of this Agreement for up to an additional six (6) months under the same terms and the same or lower rates where legal action delays the award of a new agreement.
- D. To correct incidental or typographical errors.
- E. To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
- F. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement, nor formally incorporated in writing into the Agreement, is binding on the Parties.

- G. The Contractor shall only commence Work covered by an amendment after the amendment is executed and NTP for the amendment has been provided by the ACM.
- H. The Contractor shall execute a new California Civil Rights Laws Certification to accompany any amendment to this Agreement.

16. Survival

- A. The Contractor's obligations under Exhibit D: Section 4, Confidentiality of Data, Exhibit D: Section 5, Confidentiality Clause, Exhibit D: Section 8, Termination, Exhibit D: Section 14, Ownership of Data, Exhibit E: Section 2, Indemnification, Exhibit E: Section 10, Insurance, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Authority.

17. Compliance with Laws

- A. The Contractor shall follow all applicable laws, codes, and regulations in carrying out the Work.

18. Electronic or E-Signatures

- A. In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17 and State Administrative Manual Management Memo 20-07, electronic signatures or e-Signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an "original" or "wet" signature. The Authority and the Contractor signatories must have unequivocally approved the same document.

19. Counterparts

- A. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

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20. Severability

- A. This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 02/2025. If this provision conflicts with Exhibit C: GTC 02/2025, the terms of Exhibit C: GTC 02/2025 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing to incorporate the substitute language.

21. Entire Agreement

- A. This final executed Agreement, with its Exhibits and Attachments stated on the STD 213, is intended to be a complete and final expression of the parties' agreement and contains all of the representations and the entire integrated understanding with respect to the matters described in the Agreement and supersedes any other prior writings and prior or contemporaneous oral agreements or understandings between the parties. The final executed Agreement fully integrates the parties' agreement and understanding with respect to all matters covered by it.
- B. Each Party represents by its signature on the STD 213 that it has read the final executed Agreement and understands the terms and agrees that it has not relied on any act, statement, or representation other than as specifically recited herein.
- C. By signing the STD 213, the Parties represent and confirm that the Agreement was executed by persons with the legal authority to do so.

22. Submittal Requirements

- A. Where Contractor is required to make available or provide submittals, reporting data, correspondence, or any other information to the Authority, Contractor shall make available or provide such information in a form and method acceptable to the Authority. The Authority may at any time designate new systems and processes for use by Contractor to make available or provide such submittals and information to the Authority, which Contractor shall use as directed by the Authority.

23. Standards of Conduct

- A. The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct (including threats, use of profanity, violence, harassment, impugning the character of others, etc.), and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.
- B. The Authority reserves the right to seek substitution of any employee who violates this provision.

24. Contractor Name Change and Assignment

A. Name Change

- (1). An amendment to this Agreement is required to change the Contractor's name as specified in this Agreement. Upon receipt of legal documentation of a name change, the Authority shall process a formal written amendment to this Agreement to change the Contractor's name. Invoices for Work under the new name shall not be paid prior to execution of a written amendment.

B. Assignment

- (1). This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Authority in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g., certified filing from the California Secretary of State, sales agreement signed by both Parties, Notice of Assignment signed by both Parties), the Authority may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

25. Small Business Participation, Disabled Veteran Business Enterprise Participation Goals and Reporting Requirements

- A. This Agreement is subject to Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity participation goals in compliance with State and federal law. (1. SB: California Executive Orders S-02-06 and D-43-01, and Government Code §§ 4532-4535, 11148.5, 12098.4, and 14835-14847, et seq.; and 2. DVBE: Public Contract Code (PCC) § 10115, et seq., Military and Veterans Code (MVC) § 999, et seq., and California Code of Regulations (CCR) Title 2 §1896.61, et seq.
- B. The Authority established a "Small and Disadvantaged Business Enterprise Program" on August 2, 2012. This IFB incorporates by reference the Authority's revised SB/DVBE Program dated November 2, 2023, which establishes a twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for Microbusinesses (MB) that is calculated based on total contract dollars received from state funds. Additionally, the SB/DVBE an additional three (3) percent DVBE participation goal. DVBE goals are calculated based on total contract dollars. (The Authority's SB Program is available on the Authority's website.) The Contractor shall be responsible for complying with any revised or modified Authority SB Program, including all reporting requirements.

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C. Further details about the Authority's goal and its SB program may be found on the Authority's website at <https://hsr.ca.gov/business-opportunities/small-business-program/>

D. SB Goal

(1). The Contractor commits to meet or exceed the overall twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for Microbusinesses (MB) for this Agreement as established by the SB Program. SB means a business certified by the California Department of General Services (DGS)/ Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR 1896.12(a). Microbusiness means an SB certified by the Department of General Services/OSDS in accordance with GC § 14837 (d)(2) and 2 CCR 1896.12(b). In addition, Government Code §§ 14837 and 14838 identify an SB certification category for the purpose of Public Works contracts/projects.

E. DVBE Goal

(1). Under the SB Program, the Contractor commits to meet or exceed a (3) three percent goal for DVBE participation under this Agreement. Only State of California OSDS-certified DVBEs who will perform a Commercially Useful Function shall be used to satisfy the DVBE requirement. The term "DVBE contractor, subcontractor or supplier" means any Person that satisfies the ownership (or management) and control requirements of CCR Title 2 § 1896.81, is certified in accordance with CCR Title 2 § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in MVC § 999(B).

(2). This three (3) percent DVBE goal is calculated based on total contract dollars.

F. For this Agreement, the total contract value is \$ _____ TBD _____ (to be completed by the Authority after contract award). Of that amount, the total SB value is \$ _____ TBD _____ (25% of the state-funded amount), inclusive of the MB carveout value of \$ _____ TBD _____ (3% of the state-funded amount). The DVBE value is \$ _____ TBD _____ (3% of the total contract value)

G. Each certified SB, MB, SB-PW, and DVBE identified by the Contractor must perform a CUF in the performance of the entire Agreement as defined in Govt. Code section 14837(d)(4) and the SB Program. (GC § 14837(d)(4); Title 2 CCR § 1896.15.)

H. SB, and DVBE Reporting Requirements.

(1). The following requirements either restate or are in addition to the SB and DVBE reporting requirements contained in Section 19 of the General Terms and Conditions (GTC 02/2025) in Exhibit C of this Agreement:

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- a. The Contractor shall, within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, report to the Authority the actual percentage of SB participation that was achieved. (Govt. Code § 14841.) SB, MB, and SB-PW classifications are included within this reporting requirement.
 - b. The Contractor shall, within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the Authority:
 1. The total amount the prime Contractor received under the Agreement;
 2. The name and address of the DVBE(s) that participated in the performance of the Agreement;
 3. The amount each DVBE received from the prime Contractor;
 4. That all payments under the Agreement have been made to the DVBE; and
 5. The actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the Prime Contractor's Certification DVBE Subcontracting Report (STD 817) upon contract completion. The Authority shall withhold \$10,000, or full payment if less than \$10,000, from a prime contractor's final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a).)
- (2). In addition, the Contractor shall submit to the Authority a monthly progress report that includes the information in items a-j below regarding SB utilization, which shall include SB (including MB and SB-PW reported separately), and DVBE categories at all tiers (Monthly Small Business Utilization Form). The Monthly Small Business Utilization Form and Prompt Payment Report will be used to keep a running tally of actual amount paid to SBs, including MBs and SB-PW, and DVBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 28 shall also include any amended portion of the Agreement.
 - (3). The Contractor shall submit the Monthly Small Business Utilization Form, Prompt Payment Report, and SB Monthly Narrative (see SB Program requirements) to the Contract Compliance Unit no later than the 15th of each month under the Agreement. The Monthly Small Business Utilization Form and Prompt Payment Report shall be executed as provided in item 10. A Person that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)
 - (4). The Monthly Small Business Utilization Form and Prompt Payment Report shall include and verify the following:

- a. Name of each SB, MB, SB-PW, and DVBE participating under the Agreement.
- b. Type of work assignment designated to each SB, MB, SB-PW, and DVBE.
- c. The type of classification of each subcontractor, SB (including MB and SB-PW reported separately), and DVBE related to the work assignment.
- d. The date of the invoice submitted by each SB, MB, SB-PW, and DVBE during the reporting period.
- e. The amount invoiced by each SB, MB, SB-PW, and DVBE during the reporting period.
- f. The amount invoiced to date by each SB, MB, SB-PW, and DVBE.
- g. The eligible dollars committed to each SB, MB, SB-PW, and DVBE, including:
 1. The eligible dollars paid to each SB, MB, SB-PW, and DVBE during the reporting period;
 2. The eligible dollars paid to the SB, MB, SB-PW, and DVBE as a result of an amendment to the Agreement; and
 3. The eligible dollars paid to date for each SB, MB, SB-PW, and DVBE.
- h. The eligible dollars paid to date as a percentage of the total commitment to each SB, MB, SB-PW, and DVBE, based on the total dollars received under the Agreement by the Contractor.
- i. The tier hierarchy of each subcontractor included in the report.
- j. The signature of an authorized representative of the Contractor that certifies under penalty of perjury that the information contained in the report is true and correct.

26. Incorporation by Reference

- A. The Authority solicitation and all required documents and quotations submitted by the Contractor, pursuant to and prior to execution of this Agreement, are incorporated by reference and made a part of this Agreement. In the event of a conflict between the Agreement language and the language of any document(s) so incorporated, the Agreement language shall prevail.

27. Right to Bar

- A. The Authority reserves the right to bar any Contractor's employee from an Authority work site.

28. Multiple Contractors

- A. The Authority may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.

29. Rejection

- A. Should any portion of the work performed or any materials, articles, or equipment delivered fail to comply with the requirements of this Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the ACM by the Contractor at no additional cost to the Authority. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Agreement, the Authority shall have the right to:

- (1). Procure services required by this Agreement and charge the Contractor for the procured services.

AND/OR

- (2). Terminate this Agreement.

30. Jurisdiction and Venue

- A. Any civil action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California, pursuant to California Public Utilities Code section 185038.

31. Audit

- A. The Contractor agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including payroll records. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

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32. Executive Order N-6-22 – Russia Sanctions

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

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EXHIBIT E

ADDITIONAL PROVISIONS

1. Order of Precedence

A. The Work to be performed under this Agreement shall be in accordance with the Scope of Work as detailed in Exhibit A. All documents listed in this Section below are specifically incorporated by reference into this Agreement. In the event of any inconsistencies or ambiguities in this Agreement, the following documents shall be used to interpret the Agreement in the order of precedence stated:

- (1). Terms contained in the STD 213 and Exhibits A through H of the Agreement and, if amended, the STD 213A and applicable Exhibits A through H of the amended Agreement.

2. Indemnification

- A. The Contractor agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Contractor. The Contractor's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor, or those under the Contractor's control, with regard to such third parties.
- B. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 02/2025. If this provision conflicts with Exhibit C: GTC 02/2025, the terms of Exhibit C: GTC 02/2025 control over the terms of this clause.
- C. The Contractor shall not be responsible for or obligated to indemnify the Authority from claims, demands, costs, or liability to the extent caused by the Authority's active negligence or sole negligence.

3. Access to Sites and Records

- A. The Authority staff and/or its representatives shall have reasonable access to all sites and records related to this Agreement.

4. Force Majeure

- A. Except for defaults of subcontractors, neither Party shall be responsible for delays nor failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Contractor shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Contractor arises out of a default of its subcontractor, and if such default arises out of the following:

- (1). Causes beyond the control of both the Contractor and subcontractor, and
- (2). Without the fault or negligence of either of them.

B. However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

5. Prevailing Wages

- A. The Contractor shall comply with all state and federal prevailing wage laws, where applicable.
- B. If the scope of work involves specific on-site construction, design, and pre-construction work, as well as certain types of off-site work and professional services, the contract will require compliance with all applicable federal and State prevailing wage laws and regulations. (See Davis-Bacon Act and California Prevailing Wage law, including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771. See also the [Authority's Community Benefits Agreement](#), which defines Project Work and Exclusions.) If applicable, compliance with the following provisions shall be required:
- C. Pursuant to the provisions of section 1773 of the California Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1 of said Code, apprenticeship or other training programs authorized by section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at the Authority's offices and will be furnished to the Contractor and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the State prevailing wage, the federal prevailing wage, and the Authority's Community Benefits Agreement, the highest rate shall be paid.
- D. The Contractor is required to maintain ongoing registration with the Department of Industrial Relations pursuant to California Labor Code section 1771.1 beginning at the time of Proposal (if applicable) or Agreement execution, whichever is earlier, through Agreement completion. The Authority will also notify the Department of Industrial Relations of public work construction contract awards via form DIR-PWC-100.
- E. Notwithstanding anything to the contrary contained in this Agreement, the Contractor shall submit certified payroll records required by this Section 5.2 to the Authority weekly pursuant to applicable California Department of Industrial Relations and United States Department of Labor requirements.

6. Standard of Care

- A. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (the Contractor's "Standard of Care"):
- (1). The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;
 - (2). The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and,
 - (3). The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

7. Damages Due to Errors and Omissions

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. The Contractor may be liable for Authority costs resulting from errors or deficiencies in designs or other work product furnished under this Agreement.
- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the ACM (with the advice of technical personnel) shall consider the extent to which the Contractor may be reasonably liable.
- C. The ACM shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The ACM shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Contractor.

8. Licenses and Permits

- A. The Contractor shall be in good standing and qualified to conduct business in the State of California at all times during the term of this Agreement. The Contractor shall obtain at its sole expense all license(s) and permit(s) required by law, including professional licenses and registrations, Certificates of Status, etc., for accomplishing any work required in connection with this Agreement.

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- B. If the Contractor is located within the State of California, a business license or tax payment confirmation from the city/county in which the Contractor is headquartered is necessary if required to conduct business in that city/county. A copy of the entity documents filed with the California Secretary of State's Office and a Certificate of Good Standing must also be submitted. If the Contractor's headquarters are located outside of the State of California, the Authority requires a copy of a Certificate of Good Standing (or that state's equivalent documentation) from the entity's state of formation showing that the entity is in good standing in that state, and a Certificate of Good Standing from the California Secretary of State as proof of registration as a foreign corporation qualified to do business in California.
- C. The Contractor shall possess **a valid Class A (General Engineering Contractor) license, or a combination of Class B (General Building Contractor) license and Class C-21 (Building/Moving Demolition Contractor) license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB).** All subcontractors that the Contractor utilizes to perform Work under this Agreement shall possess all applicable contractor licenses for the Work they perform under this Agreement. All Contractor and subcontractor contractor licenses shall be in good standing throughout the term of this Agreement.
- D. **The Contractor or its subcontractors shall possess a Hazardous Substance Removal Certificate (HAZ)** if any hazardous substance is discovered, and the discovery requires removal of any hazardous substance.
- E. **The Contractor or its subcontractor shall possess the following licenses issued by the CSLB:**
- (1) **ASB** certification or **C-22** (Asbestos Abatement) license;
 - (2) **C-13** (Fencing Contractor) license;
 - (3) **C-57** (Well-Drilling Contractor) license;
 - (4) **C-12** (Earthwork and Paving Contractor) license;
 - (5) **C-61/D-63** (Construction Clean-Up Contractor); and
 - (6) **C-61/D-49** (Tree Service Contractor)
- F. All subcontractors that the Contractor utilizes to perform Work under this Agreement shall possess all applicable contractor licenses for the Work they perform under this Agreement. All Contractor and subcontractor licenses shall be in good standing throughout the term of this Agreement.
- G. The Contractor or its subcontractor must also possess the following certificates and permits:
- (1). **Hazardous Substance Removal Certificate (HAZ)** issued by CSLB and registration with the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (DOSH).

- (2). **Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer Certificate** (QSD) for SWPPP and **Qualified SWPPP Practitioner Certificate** (QSP) issued by the California Stormwater Quality Association (CASQA).
- (3). **Lead Removal Certificates** for Lead Supervisor and Lead Worker issued by the California Department of Public Health (CDPH).
- (4). **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control (DTSC).
- (5). **Hazardous Materials Transportation License** issued by the California Highway Patrol (CHP).

- H. If any license(s), certification(s), registration(s), and/or permit(s) expire during the term of this Agreement, the Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. If the Contractor fails to keep in effect at all times all required license(s), certification(s), registration(s), and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- I. In accordance with the Assignment Clause in Exhibit C, GTC 04/2017, Section 3, all services included in this Agreement requiring a license, certification or registration may not be assigned or transferred by Contractor to any other entity, including a parent or subsidiary, without the express written consent of the ACM and approval of the Authority's Chief Counsel. If applicable, any limited liability company that is contracted under the Agreement must be able to perform the scope of Work or professional services in the Agreement in compliance with California law.

9. Insurance

- A. Without limiting the Contractor's indemnification obligations to the Authority, and prior to commencement of the Work, the Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form satisfactory to the Authority.
- B. Proof of Insurance
 - (1). The Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates, and endorsements must be approved by the ACM prior to commencement of Work. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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C. General Liability Insurance

- (1). The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1 million per occurrence and \$1 million general aggregate, for bodily injury, personal injury, and property damage, including blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.
- (2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the general liability policy. This additional insured provision shall also apply to any excess liability policies.

D. Additional Insured Status

- (1). The general liability and auto liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents with additional insured status. This provision shall also apply to any excess liability policies.

E. Workers' Compensation Insurance

- (1). The Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1 million.
- (2). Coverage must contain a waiver of subrogation endorsement naming the Authority and its officers, officials, employees, and agents as an endorsee under the workers' compensation policy.

F. Waiver of Subrogation

- (1). Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees, and volunteers. The Contractor hereby waives its own right of recovery against the Authority and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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G. Automobile Liability Insurance

- (1). The Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.
- (2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the automobile liability policy. This additional insured provision shall also apply to any excess liability policies.

H. Environmental Professional Liability Insurance

- (1). Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than \$1 million per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using subcontractors, the Policy must include Work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The cost of such insurance shall be included in Contractor's bid. Insurance as required in this paragraph above may not exclude:
 - a. Bodily injury;
 - b. Property damage;
 - c. Pollution conditions arising out of environmental work;
 - d. Asbestos-related claims; and
 - e. Testing, monitoring, measuring operations, or laboratory analyses.

I. Pollution Liability

- (1). Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is pollution liability insurance presently in effect for the Contractor and any subcontractors with limits of not less than \$5 million per claim covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of Work or services to be performed under this Agreement. Coverage shall be provided for both Work performed on site as well as proper disposal of hazardous materials.

(2). In addition, the Contractor shall provide the Authority with a valid DTSC 8038 certificate of insurance or MCS-90 endorsement with a minimum of \$1 million coverage per occurrence for the Contractor or their authorized subcontractor during the transportation of hazardous materials and substances.

a. The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, ORIM:

1. The State of California, its officers, agents and employees are included as additional insured, but only with respect to Work performed for the State of California.

J. Other Provisions or Requirements

(1). The following provisions apply to all insurance required under the Agreement unless otherwise stated.

a. Duration of Coverage

1. The Contractor shall procure and maintain, for the duration of the Agreement, on a yearly basis, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor agrees to maintain professional liability insurance for a period of no less than five years after completion of the Work (a tail on the policy would be acceptable).

b. Authority's Rights of Enforcement

1. In the event that any policy of insurance required under this Agreement does not comply with these specifications or is canceled, not replaced, or has its limits eroded by other claims, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority will be promptly reimbursed by the Contractor, or the Authority will withhold amounts sufficient to pay the premium from the Contractor's payments. In the alternative, the Authority may terminate this Agreement.

c. Acceptable Insurers

1. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the ACM.

d. Enforcement of Agreement Provisions (non-estoppel)

1. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Contractor of non-compliance with any requirement under this Agreement does not impose any additional obligations on the Authority and does not waive any rights of the Authority hereunder.
- e. Requirements Not Limiting
1. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only, as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.
- f. Notice of Cancellation
1. The Contractor agrees to oblige its insurance agent or broker and insurers to provide to the Authority a minimum of thirty (30) days' notice of cancellation (except for nonpayment, for which ten (10) days' notice is required), material change in coverage, or nonrenewal of coverage for each required coverage.
- g. Authority's Right to Revise Specifications
1. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days' advance written notice of such change. If such a change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate the Contractor's compensation.
- h. Self-insured Retentions
1. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.
- i. Timely Notice of Claims
1. The Contractor shall give the Authority prompt and timely notice of claims made or paid, or lawsuits instituted, that arise out of or result from the Contractor's performance, and that involve or may involve coverage under any of the required liability policies.

j. Additional Insurance

1. The Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which, in its own judgment, may be necessary for its proper protection and performance of the Work.

k. Subcontractors

1. The Contractor shall require the subcontractors to carry insurance based on the cost of the subcontract and the potential risk to the Authority of the subcontracted work. The limits of insurance for SB/MB/SB-PW/DBE/DVBE subcontractors shall be capped at \$1 million each occurrence and in the aggregate for each coverage for which a limit is specified above. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

10. Motor Carrier Permit Requirements

- A. The Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. The Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. The MCP(s) required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of the ACM or their designee, the Contractor must immediately provide to the Authority a copy of the required MCP(s).

11. Interfacing with Pedestrian Vehicular Traffic

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

12. Computer Software

- A. If software usage is an element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws. Where the Authority provides access to documents, information, data, etc. to the Consultant for review and/or reference, such documents, information, data, etc. shall remain in the control of the Authority.

- B. Software utilization is expected as a standard part of the performance of the Work and typical business operations. Contractor shall be responsible for all necessary acquisition, operation, and maintenance of computer software utilized as part of the ordinary course of Contractor's business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the Authority.

13. Equipment Rental Agreements

- A. The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

14. Contingent Fee

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

15. Non-Eligible Alien Certification

- A. In accordance with 8 U.S. Code section 1621, the Contractor certifies by execution of this Agreement that it is not an alien who is not:
 - (1). A qualified alien (as defined in 8 U.S. Code section 1641),
 - (2). A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or
 - (3). An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

16. The California Environmental Quality Act

- A. By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the System; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the System.

17. Buy Recycled Program Requirements

- A. The Contractor shall comply with the requirements of State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217, inclusive, to the maximum extent economically feasible. The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under these sections.

18. Health and Safety

- A. The Contractor shall comply with all applicable health and safety laws and regulations at the Contractor's own expense. Upon notice by the Authority, the Contractor shall also comply with the Authority's specific health and safety requirements and policies. The Contractor also agrees to include in any subcontract related to the performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice by the Authority, the Authority's specific health and safety requirements and policies.

19. Accident Prevention

- A. The Contractor shall be responsible for securing areas of work. Work areas shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the State Division of Industry Safety, Department of Industrial Relations.

20. Payment Bond

- A. Per Public Contract Code Section 7103, the Contractor shall provide the Authority with a payment bond equal to one hundred percent (100%) of the total amount payable under this Agreement when the Contractor's total bid amount exceeds \$25,000.00. The payment bond must be printed on Standard Form 807 (STD 807) and must include this Agreement number and the description of Work to be performed under this Agreement. The payment bond must be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.
- B. In the event that this Agreement needs to be amended to increase the total amount payable, the Contractor shall provide the Authority with one of the following prior to approval of the Agreement amendment:
- (1). A separate additional payment bond printed on Standard Form 807 (STD 807) equal to one hundred percent (100%) of the amount added to the total amount payable.
- OR
- (2). A payment bond rider that increases the total amount payable by (100%) of the amount added.

- C. In the event the Contractor fails to keep payment bond coverage in effect at all times as herein provided, the Authority may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

21. Performance Bond

- A. The Contractor shall provide the Authority with a performance bond equal to one hundred percent (100%) of the total amount payable under this Agreement guaranteeing faithful performance of the Work. The performance bond must be issued by a corporate surety authorized to transact a general surety business in the State of California.
- B. In the event that this Agreement needs to be amended to increase the total amount payable, the Contractor shall provide the Authority with one of the following prior to approval of the Agreement amendment:
 - (1). A separate additional performance bond equal to one hundred percent (100%) of the amount added to the total amount payable.
 - OR
 - (2). A performance bond rider that increases the total amount payable by (100%) of the amount added.
- C. In the event the Contractor fails to keep performance bond coverage in effect at all times as herein provided, the Authority may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

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EXHIBIT F
NON-COLLUSION DECLARATION

Non-collusion Declaration to be Executed by Bidder and Submitted with Bid for Public Works

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

(Printed Name and Signature of Person Signing for the Bidder)

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EXHIBIT G

STATE OF CALIFORNIA

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

STD 18 (REV 1-95)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in these specifications
 - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **"Minority"** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or **the Pacific Islands**); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notifications within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- a. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations and discharge their responsibilities accordingly.
 - b. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor- community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) If a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The contractor shall carry out such sanctions and penalties for violation of these specification and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

EXHIBIT H
PROPERTY PHOTOS

HST Number		Assessor's Parcel Number	Street Address	Structure Type(s)	Combined Estimated Square Footage	Construction Package
1	FB-16-1058-01-01	028-160-036	16608 8 th Avenue, Hanford, CA 93230	Single Family Home, Garage, Well, Septic	1,390 sq. ft. single family home with 672 sq. ft. garage	CP2-3

Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



REQUIRED BID DOCUMENTS CHECKLIST

Use this checklist to organize your bid. It is not necessary to return this checklist with your bid. In order for your bid to be considered responsive, please complete and submit all required bid documents listed below printed single-sided. Your bid may be deemed non-responsive by the Authority if you fail to complete and submit all required bid documents listed below printed single-sided.

ITEM & DESCRIPTION

- ☐ Attachment 1 – Bid/Bidder Certification Sheet
- ☐ Attachment 2 – Cost Sheet
- ☐ Attachment 3 – Payee Data Record
- ☐ Attachment 4 – Bidder Declaration & Subcontractor/Supplier List
- ☐ Attachment 5 – Darfur Contracting Act
- ☐ Attachment 6 – California Civil Rights Laws Certification (***This Attachment is only required if your total bid for the term of the Agreement is \$100,000.00 or more***)
- ☐ Attachment 7 * – California Disabled Veteran Business Enterprise Participation Documents
(***DVBE participation is only required if your total bid for the term of the Agreement is \$10,000.00 or more***)
- ☐ Attachment 8 – Iran Contracting Act – (***This Attachment is only required if your total bid for the term of the Agreement is \$1,000,000.00 or more***)
- ☐ Attachment 9 – Bidder's Bond
- ☐ Attachment 10 – Contractor Certification Clauses
- ☐ Attachment 11 – Organizational Conflicts of Interest Statement
- ☐ Exhibit F – Non-Collusion Declaration
- ☐ Motor Carrier Permit – Copy of Motor Carrier Permit issued by the Department of Motor Vehicles (DMV).
- ☐ DIR Registration – Copy of Department of Industrial Relations (DIR) Registration for the bidder and all subcontractors the bidder intends to utilize to perform Work under the Agreement.
- ☐ Class A OR Class B and C-21 License – Copy of Class A (General Engineering Contractor) license issued by the California Contractors State License Board (CSLB) **or** a combination of Class B (General Building Contractor) **and** C-21 (Building/Moving Demolition Contractor) license issued by the CSLB.

REQUIRED BID DOCUMENTS CHECKLIST (CONTINUED)

- ☐ ASB Certification OR C-22 License – Copy of an ASB certification or C-22 (Asbestos Abatement Contractor) license issued by CSLB.
- ☐ C-13 License – Copy of C-13 (Fencing Contractor) License issued by CSLB.
- ☐ C-57 License – Copy of C-57 (Well-Drilling Contractor) License issued by CSLB.
- ☐ C-12 License – Copy of C-12 (Earthwork and Paving Contractor) License issued by CSLB.
- ☐ C-61/D-63 License – Copy of C-61/D-63 (Construction Clean-Up Contractor) License issued by CSLB.
- ☐ C-61/D-49 License – Copy of C-61/D-49 (Tree Service Contractor) License issued by CSLB.
- ☐ HAZ Certificate – Copy of Hazardous Substance Removal Certificate (HAZ) issued by CSLB.
- ☐ QSD and QSP – Copy of Qualified SWPPP for Stormwater Pollution Prevention Plan (SWPPP) and Qualified SWPPP Practitioner Certificate (QSP) issued by the California Storm Water Quality Association (CASQA).
- ☐ Lead Removal Certificate – Copy of Lead Removal Certificate for all Lead Supervisor and Lead Worker servicing the Work involved, issued by the California Department of Public Health (CDPH).
- ☐ Hazardous Waste Transporter Registration – Copy of Hazardous Waste Transporter Registration issued by the Department of Toxic Substances Control (DTSC).
- ☐ Hazardous Materials Transportation License – Hazardous Materials Transportation License issued by the California Highway Patrol (CHP).

* **DVBE Resource website address: <http://www.dgs.ca.gov>. A common mistake bidders make is to state that no DVBE subcontractors are needed and that goals are not applicable, offering that all the work can be done by the bidder with its own resources. Bidders should be warned that this is not an option if their bid is to be deemed responsive.**

ATTACHMENT 1**BID/BIDDER CERTIFICATION SHEET**

Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.

- A. Our bid is submitted as detailed in Attachment 2, Cost Sheet.
- B. All required bid documents are included with our bid.
- C. I have read and understand the DVBE participation requirements.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION

1. BIDDER'S LEGAL BUSINESS NAME:

2. ADDRESS, CITY, STATE, ZIP CODE:

3. TELEPHONE
NUMBER:

4. FAX NUMBER:

5. EMAIL ADDRESS:

ORGANIZATION TYPE

6. ☐ SOLE PROPRIETORSHIP 7. ☐ PARTNERSHIP 8. ☐ CORPORATION 9. ☐ LLC

10. FEDERAL EMPLOYER ID NUMBER (FEIN):

11. CALIFORNIA CORPORATION NUMBER (If Applicable):

LICENSES AND/OR CERTIFICATIONS (If Applicable)

12. CONTRACTORS LICENSE
NUMBER:

13. PUC LICENSE
NUMBER CAL-T:

14. ADDITIONAL REQUIRED
LICENSES/CERTS:

15. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:

A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____

B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____

C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____

*Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either A or B above is checked "YES".

BIDDER'S AUTHORIZED REPRESENTATIVE

16. NAME (Print):

17. TITLE:

18. SIGNATURE:

19. DATE:

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, 3, 4, 5	Must be completed. These items are self-explanatory.
6	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.
7	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.
8	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.
9	Enter your Federal Employer Identification Number (FEIN)
10	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.
11	Complete if your firm holds a California contractors license. This information will be used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

ATTACHMENT 2**COST SHEET**

Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.

Your bid will be deemed non-responsive by the Authority if you fail to enter a cost greater than zero for each item in the table(s) below, or if you fail to complete the Bidder Certification section at the bottom of each Cost Sheet page.

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professionals Code.

Bidder proposes and agrees to furnish all labor (including administrative costs for all personnel), materials, tools, equipment, travel, and supervision; provide applicable planning, protective measures, and reporting; pay all taxes, insurance, bonds, license and permit fees, disposal fees, and other costs incidental to the Work to be performed in accordance with the attached Scope of Work identified in Exhibit A at the cost(s) below, and bid rates as given below shall include such costs. Costs of equipment purchase and/or rental is not included in the costs described below, nor shall the Authority reimburse Contractor for such costs; the Contractor shall supply all reasonably foreseeable equipment necessary to perform the Work.

Line Total Discrepancies: In case of discrepancies between written line total(s) and Authority calculated line total(s), the Authority calculated line total(s) shall prevail.

Cost Breakdown: The Authority reserves the right to request that the intended awardee submit an itemized cost breakdown of their bid to include, but not limited to: cost of materials, labor, and overhead.

DVBE Requirement: If your total bid is \$10,000.00 or more, you must comply with the DVBE goals as mandated by state law and described in this IFB.

In accordance with the provisions of Government Code Section 14920, the bidder and its proposed subcontractor(s) shall adhere to the payment of prevailing wages, if applicable to the Scope of Work, as determined by the California Department of Industrial Relations (DIR). Bidder rates provided below must meet or exceed the applicable DIR rates.

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

AUTHORIZED BIDDER'S SIGNATURE: _____ **DATE:** _____

COST SHEET

Note: Number of hours, days, and pallet quantities in this cost sheet are estimated. The Authority does not guarantee a minimum or maximum quantity of hours or days the awarded contractor shall provide moving and storage services during the term of the agreement. The Authority also does not guarantee a minimum or maximum number of pallets of Authority property the awarded contractor shall securely store during the term of the agreement.

In accordance with the provisions of Government Code Section 14920, the bidder and their proposed subcontractor(s) shall adhere to the payment of prevailing wages as determined by the California Department of Industrial Relations (DIR). Bidder rates provided below must meet or exceed the applicable DIR rates.

Line Item #	Location	Service Description	Estimated Service Total
A1	HST Number (FB-16-1058-01-01) Assessor's Parcel Number 028-160-036)	Demolition Services at 16608 8 th Avenue, Hanford, CA 93230 (1,390 sq. ft. single family home with 672 sq. ft. garage)	\$ _____

Line Item #	Safety Training		Hourly Rate		Employees (5 max)		Estimated Hourly Total
A2	1 hour of Safety Training	x	\$	x	5	=	\$ _____

Line Item #	GRAND TOTAL						
A3	Total Sum (A1+A2) =					\$	_____ (Basis for Award)

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

AUTHORIZED BIDDER'S SIGNATURE: _____ DATE: _____

ATTACHMENT 3**PAYEE DATA RECORD (Read Before Completing)**

1. The State of California requires parties entering into business transactions that may lead to payment(s) from the State to provide their Federal Employer's Identification Number (FEIN). This is required by the State Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). If your entity type is Individual or Sole Proprietor, your FEIN is your Social Security Number (SSN). If a completed Payee Data Record (STD 204) is not furnished, federal law requires payments be subject to 28% withholding and California State law requires an additional 7% be withheld. Furthermore, State law can impose noncompliance penalties of up to \$20,000. Please note the following:
 - A. When completing the "Payee's Legal Business Name" in Section 1 of the STD 204, please ensure the business name is the exact name printed on all invoices submitted to Authority for payment. If you have several business names, enter the name that will be printed on the invoice as the "Payee's Legal Business Name".
 - B. In Section 2 under the corporation category, "Legal" refers to an attorney, law office, etc. This box does not indicate that you are legally in business. Unless your business is related to providing legal services, please mark one of the other appropriate boxes.
 - C. In addition, if your business has a name change, you will be required to initiate the paperwork for an amendment to any active contracts. Any amendments for name changed must be fully executed prior to invoicing the Authority with the new name.
2. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the Business Services Unit at (916) 324-1541.

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California.☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

California High-Speed Rail Authority

UNIT/SECTION

Contracts and Procurement Branch

MAILING ADDRESS

700 L Street, Suite 620

FAX

N/A

TELEPHONE (include area code)

916-324-1541

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

HSRCONTRACTS@HSR.CA.GOV

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov For hearing
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)	TAX ID NUMBER (Required) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- **The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1 REMITTANCE ADDRESS (number, street, apt or suite no.)			
CITY	STATE	ZIP CODE	
2 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
3 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
4 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
5 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME		
TELEPHONE (Include area code)	EMAIL	
2 CONTACT NAME		
TELEPHONE	EMAIL	
3 CONTACT NAME		
TELEPHONE	EMAIL	

Certification*I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.**By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
--	--------------	-----------------------

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

ATTACHMENT 3

IFB/HSR26-24

Page 5 of 5

SIGNATURE

X _____

DATE**TELEPHONE** (Include area code)**PAYEE DATA RECORD SUPPLEMENT**

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

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

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

ATTACHMENT 4**BIDDER DECLARATION & SUBCONTRACTOR/SUPPLIER LIST**

*Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid. **You must identify all subcontractors you intend to utilize and all work/materials your subcontractors will perform/provide under the contract.***

A. PRIME (BIDDING) CONTRACTOR INFORMATION

1. Identify your current California certification(s) (SB, MB, DVBE, or None): _____

Note: Bidders certified as a SB, MB, and/or DVBE must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B) and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l) for DVBEs, and Government Code Section 14837(d)(4)(A) for SBs and MBs. Bids must indicate that certified bidders perform a commercially useful function, or the bid will be deemed non-responsive and rejected by the State.

2. Indicate the distinct element(s) of work your company will perform and the percentage of the total bid price:

Work To Be Performed By Prime (Bidding) Contractor	% Of Total Bid Price

B. DVBE and/or SB SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

1. List all DVBE and/or SB subcontractors/suppliers you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Supplier ID	License Type/Number (If Applicable)	Work/Materials To Be Performed/Provided	% Of Total Bid Price

Note: If DVBE and/or SB participation goals are applicable, DVBE and/or SB subcontractors/suppliers must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B).

COMBINED % TOTAL MUST EQUAL 100%
C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

1. List all Non-DVBE subcontractors you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Certifications (SB/MB/None)	License Type/Number (If Applicable)	Work To Be Performed	% Of Total Bid Price

Note for Public Works Projects: Per PCC Sections 4100 et seq., prime contractors shall provide the name and address of each subcontractor who will perform work under the prime contractor in excess of one-half of one percent of the prime contractor's total bid. A prime contractor shall not substitute a subcontractor listed in the prime contractor's bid unless the provisions of PCC Section 4107 or 4107.5 apply and a hearing is held, if required.

D. NON-SMALL BUSINESS (NON-SB) PREFERENCE (if applicable)

1. If you are not a certified SB or MB, are you requesting a Non-SB Preference? ☐ Yes ☐ No

Note: Bidders that do not possess a SB or MB certification from the Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS) may be granted a five percent (5%) Non-SB Preference when the bidder subcontracts at least 25% of their total bid price with one or more DGS, OSDS certified SBs or MBs that will perform a commercially useful function as defined in Government Code Section 14837(d)(4)(A) in the performance of the contract. To claim the Non-SB Preference, a bidder must check "Yes" above and identify the DGS, OSDS certified SB and/or MB subcontractor(s) and percentage of commitment ($\geq$ 25% combined) in Section C. Bidders claiming a Non-SB Preference cannot displace a direct award to a DGS, OSDS certified SB or MB.

E. BIDDER'S AUTHORIZED REPRESENTATIVE

<i>I certify under penalty of perjury that the information provided is true and correct.</i>		
COMPANY NAME:		
AUTHORIZED BIDDER'S NAME (Print):	AUTHORIZED BIDDER'S SIGNATURE:	DATE:

The remainder of this page is intentionally left blank.

ATTACHMENT 5**DARFUR CONTRACTING ACT**

Your bid may be deemed non-responsive by the Authority if you fail to complete and submit this document with your bid. Certify next to one of the three options below (1, #2, or #3) and complete the appropriate section that follows.

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

OPTION #1 – NOT APPLICABLE

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, please sign below.

<i>By (Authorized Signature)</i>	Date
----------------------------------	------

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

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

The remainder of this page is intentionally left blank.

ATTACHMENT 6**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

You must complete this certification if your total bid is \$100,000.00 or more. Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.

Pursuant to Public Contract Code Section 2010, the bidder/proposer/contractor hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** The bidder/proposer/contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** If the bidder/proposer/contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the bidder/proposer/contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

BIDDER/PROPOSER/CONTRACTOR CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:	
<i>Bidder/Proposer/Contractor Firm Name (Printed):</i>	<i>Federal ID Number:</i>
<i>By (Authorized Signature):</i>	
<i>Printed Name and Title of Person Signing:</i>	
<i>Date Executed:</i>	<i>Executed in the County and State of:</i>

The remainder of this page is intentionally left blank.

ATTACHMENT 7**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT
AND INCENTIVE****1. Authority**

- A. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 1, Section 1896.60 et seq.
- B. Only DVBEs certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS), who perform a Commercially Useful Function (CUF) relevant to this solicitation, shall be used to satisfy the DVBE goals. As defined in Military and Veterans Code Section 999 and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 2, Section 1896.71, a person or an entity is deemed to perform a CUF if a person or entity does all of the following:
 - (1). Is responsible for the execution of a distinct element of the work of the contract.
 - (2). Carries out the obligation by actually performing, managing, or supervising the work involved.
 - (3). Performs work that is normal for its business services and functions.
 - (4). Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
 - (5). Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- C. A contractor, subcontractor, or supplier will not be considered to perform a CUF if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.
- D. **Bidder must verify each DVBE subcontractor/supplier certification with DGS/OSDS to ensure DVBE participation eligibility prior to submitting a bid.**

2. DVBE Participation Requirement

- A. The minimum percentage of DVBE participation for this solicitation is **3%** if the bidder's total bid amount is **\$10,000.00** or greater. The bidder shall fully document that the mandatory minimum percent of DVBE participation will be met, or the bidder's bid shall be deemed non-responsive.

The remainder of this page is intentionally left blank.

3. **DVBE Participation Incentive**

- A. In accordance with Section 999.5 of the Military and Veterans Code, a bid incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the Authority shall apply a bid incentive to bids that propose California certified DVBE participation as identified on Attachment 4, Bidder Declaration & Subcontractor/Supplier List. The bid incentive amount for awards based on lowest bid will vary in conjunction with the percentage of DVBE participation. The following bid incentive percentages will apply:

DVBE PARTICIPATION COMMITMENT PERCENTAGE	BID INCENTIVE PERCENTAGE
5.00% and greater	5%
4.00% - 4.99%	4%
3.00% - 3.99%	3%

NOTE: The DVBE Participation Incentive cannot displace a direct award to a California-certified Small Business or a California-certified Micro Business.

4. **Resources and Information**

- A. For assistance regarding the DVBE participation requirement and/or incentive, please contact the Authority's SB/DVBE Advocate at SBProgram@hsr.ca.gov regarding this solicitation. To locate certified DVBEs and obtain additional information regarding the DVBE program, please refer to the DGS/OSDS website at <http://www.dgs.ca.gov> or contact the DGS/OSDS by telephone at (916) 375-4940.

5. **Required Documents**

- A. Bidder shall document the DVBE participation commitment by completing and submitting all of the following documents with their bid:
- (1). **Bidder Declaration & Subcontractor/Supplier List (Attachment 4)** included in this solicitation. Failure to complete and submit the Bidder Declaration & Subcontractor/Supplier List included in this solicitation may render your bid non-responsive.
 - (2). **STD 843** included in this Attachment. Failure to complete and submit the STD 843 included in this Attachment may render your bid non-responsive.

The remainder of this page is intentionally left blank.

- (3). **DVBE Subcontractor Agreement** included in this Attachment. Bidder shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in the bid. Only the bidder shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Each DVBE Subcontractor Agreement will include: the term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, the percentage of the entire contract amount that will be committed to the DVBE, and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the Authority will obtain additional information to verify the above requirements. Failure to submit a DVBE Subcontractor Agreement for each DVBE subcontractor identified may render your bid non-responsive.
- (4). **Proof of DVBE Certification** for each DVBE subcontractor identified on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4) via a printout from the DGS/OSDS Cal eProcure website.

6. Replacement of DVBE Subcontractor(s)

- A. Bidder understands and agrees that should award of the contract be based in part on a commitment to use the DVBE subcontractor(s) identified in their bid, per Military and Veterans Code Section 999.5, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).
- B. Failure to seek a DVBE substitution when necessary and adhere to the DVBE participation level identified in the bid may be cause for contract termination, recovery of damages under rights and remedies due to the Authority, and penalties outlined in Military and Veterans Code Section 999.9, and Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only).

7. DVBE Subcontractor Participation Reporting Requirements

- A. Contractors that make a commitment to achieve DVBE subcontractor participation for a contract shall download from www.dgs.ca.gov, complete, sign, and submit to the Authority with the final invoice for payment, a **Prime Contractor's Certification - DVBE Subcontracting Report (STD 817)** certifying all of the following:
 - (1). The total dollar amount the contractor received under the contract.
 - (2). The Agreement number and the name, address, and certification ID number of all DVBE subcontractors that participated in the performance of the contract.
 - (3). The total dollar amount and percentage of the contract's total dollar amount the contractor committed to each DVBE subcontractor.
 - (4). The total dollar amount the contractor paid each DVBE subcontractor.
 - (5). That all payments under the contract have been made to the DVBE subcontractor(s).

- (6). The actual percentage of DVBE participation that was achieved. Upon request, the contractor shall provide proof of payment for the work.
- B. The Authority will withhold \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment, until the contractor complies with the certification requirements above. A contractor that fails to comply with the certification requirements above shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, a contractor refuses to comply with the certification requirements above, the Authority shall permanently deduct \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment (Military and Veterans Code Section 999.7).
- C. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).
- D. A contractor shall comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

8. DVBE Subcontractor Invoices

- A. To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the contractor shall include the contract number.

The remainder of this page is intentionally left blank.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS
STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of Certified DVBE: _____ DVBE Ref. Number: _____
Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(For State Use Only)

SECTION 2

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

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

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

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

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

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal

Phone: _____ Address: _____

SECTION 3

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

- ☐ Pursuant to Military and Veterans Code Section 999.2 9 (c), (d), and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and veteran Code Section 999 et seq.

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

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

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

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

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

The remainder of this page is intentionally left blank.

DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

This Agreement is entered into between _____, hereinafter
Contractor: _____ referred

(Contractor Name)

to as *Bidder*, and DVBE _____, hereinafter
subcontractor: _____ referred

(DVBE Subcontractor Name)

to as *Subcontractor*,
on: _____, consisting of the following conditions:
(Date)

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, California High-Speed Rail Authority, hereinafter referred to as **Authority**. The Authority will enter into a contract (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the Authority contract.
3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the contract is awarded to the Bidder.

PART B:

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the Authority awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this _____ . The parties estimate
Agreement is: _____ that
the goods and/or services will be provided/performed by the Subcontractor within the contract term.
The parties estimate that the goods and/or services will be provided/performed by the
2. Subcontractor
commencing _____ and completed
on: _____ / _____ / _____ by: _____ / _____ / _____
3. The rate and conditions of payment by the Bidder to the Subcontractor are:

-
4. The percentage of the entire primary contract to be awarded to the
Subcontractor is: _____ %.
(Must commit at least 3% of the entire bid amount unless otherwise specified within the solicitation.)

5. Description of services and/or goods to be performed/supplied by the DVBE Subcontractor:

(Attach Additional Sheets If Necessary)

This Agreement has been executed by the parties identified below:

Bidder's Company Name:		Subcontractor's Company Name:	
By (Authorized Signature):	Date Signed:	By (Authorized Signature):	Date Signed:
Printed Name and Title of Person Signing:		Printed Name and Title of Person Signing:	

The remainder of this page is intentionally left blank.

DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated as compliant.

ITEM

- ☐ Bidder Declaration & Subcontractor/Supplier List included with bid.
- ☐ STD 843 included with bid (Note: This is applicable if you are a Certified DVBE bidder or subcontractor)
- ☐ Attached completed DVBE Subcontractor Agreement(s) (Note: If you are a certified DVBE bidder, this is only applicable if you intend to utilize a DVBE subcontractor).
- ☐ Listed at least one California certified DVBE subcontractor.
- ☐ Checked the box(es) for "Yes".
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide.
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract.
- ☐ Listed the percentage of the contract for the DVBE's participation.
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified).
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS CaleProcure website.

The remainder of this page is intentionally left blank.

ATTACHMENT 8**IRAN CONTRACTING ACT**

You must complete Option #1 or Option #2 below if your total bid is \$1,000,000.00 or more. Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.

Prior to bidding on, submitting a proposal for, or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000.00 or more, a bidder or proposer must either:

- A. Certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code (PCC) Section 2203(b) and is not a financial institution extending \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- B. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to PCC Section 2203(c) or (d).

To comply with this requirement, please insert your proposer/bidder/financial institution name and Federal Identification Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000.00 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC Section 2205).

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/bidder/financial institution identified below, and the proposer/bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending \$20,000,000.00 or more in credit to another person/vendor for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Proposer/Bidder/Financial Institution Firm Name (Printed):	Federal ID Number (or N/A):
By (Authorized Signature):	
X	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:

OR

OPTION #2 – EXEMPTION

Pursuant to PCC Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, to bid on, to submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer/Bidder/Financial Firm Name (Printed):	Federal ID Number (or N/A):
By (Authorized Signature): X	
Printed Name and Title of Person Signing:	Date Executed:

The remainder of this page is intentionally left blank.

ATTACHMENT 10**CCC 04/2017****CERTIFICATION**

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

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

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

4. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' 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)

5. 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.)

6. 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.

7. 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.

8. 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.

9. 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.

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

ATTACHMENT 11
ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) that results in (i) impairment or potential impairment of a Contractor's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Bidder with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Bidder and its team (including Bidder, Bidder Team members, and all Subcontractors identified at the time of the submittal of its Bid, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this IFB.

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification/Declaration

The undersigned hereby certifies/declares that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Prior to making this certification/declaration signed under penalty of perjury, our entity/company's executive(s) considered the Policy and performed conflict checks.

I declare under penalty of perjury under the laws of the State of California that the statements in this form are true and correct. Executed on _____(Date)
at _____(City, State).

Signature of Executive

Printed Name

Printed Title

Entity/Company