

## California Department of Transportation



ADMINISTRATION  
DIVISION OF PROCUREMENT AND CONTRACTS  
1727 30<sup>th</sup> STREET, MS 65  
SACRAMENTO, CA 95816-7006  
PHONE (916) 227-6000  
TTY 711

<https://dot.ca.gov/programs/procurement-and-contracts/>

April 9, 2025

### Invitation for Bid (IFB) IFB # 03A3974 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 03A3974**, titled **Hot Mix Asphalt (HMA) Concrete Grinder Dig-Out Repair and Replacement Paving in Glenn, Butte, Sutter, Yuba, Colusa, Placer, Nevada, El Dorado, and Sierra Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), SBs for the purpose of Public Works (SB-PW) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net bid price to certified SBs, or MBs (if applicable) are encouraged to submit bids. See **Section D, Special Programs** in this IFB for requirements.

The DVBE Participation Program applies, and a **three percent (3%)** participation is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See **Section D, Special Programs** in this IFB for requirements. This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Proposed Form of Agreement, Exhibit B** for requirement details.

The designated contact person for this IFB is:

Esmeralda Rojo  
California Department of Transportation (Caltrans)  
Email address: [esmeralda.rojo@dot.ca.gov](mailto:esmeralda.rojo@dot.ca.gov)  
Phone: (279) 234-2457

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

\*Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section C, Time Schedule** for more details.

**ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENTS 1 & 2) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 3, REQUIRED DOCUMENTS.**

Sincerely,

Esmeralda Rojo

Contract Analyst

## A) Purpose and Description of Services

1. Contractor agrees to provide to California Department of Transportation (Caltrans) Hot Mix Asphalt (HMA) concrete grinder dig-out repair and replacement paving.

Contractor shall provide all labor, materials, tools, equipment, supplies, travel, hauling, disposal, traffic control, and incidentals necessary to perform State highway right-of-way HMA concrete grinder dig-out, repair, and replacement paving services for Caltrans District 03.

2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

## B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder's DIR registration; it is not necessary to provide a copy.
2. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E**. Refer to **Section C, Bid Requirements and Information, Contractor's License**, for submittal requirements. Caltrans will verify bidder's Contractor License, and any Subcontractor Licenses, so it is not necessary to provide a copy.
3. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

## C) Bid Requirements and Information

### 1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	4/9/2025	
Written Question Submittal	4/16/2025	
Final Date and Time for Bid Submission	4/24/2025	2:00 p.m.
Bid Opening	4/24/2025	2:30 p.m.
Proposed Award Date (estimate)	5/1/2025	

### 2. Questions and Answers

- A. For bidders attending the site inspection, bring written questions to the inspection.
- B. Questions regarding this IFB must be submitted by **April 16, 2025**. Bidders must submit their questions via e-mail to [esmeralda.rojo@dot.ca.gov](mailto:esmeralda.rojo@dot.ca.gov).
- C. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 03A3974**.
- D. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

### 3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

### 4. Employment of Undocumented Workers

No State agency or department, as defined in California Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a Public Works Agreement, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (Pub. Cont. Code Section 6101).

### 5. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a Small Business, Micro Business, or Small Business for the purpose of Public Works (SB-PW) with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS), or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB, MB, or SB-PW, in the categories most appropriate to accomplish the prescribed services will be granted this preference. For more information, refer to **Section D, Special Programs**.

### 6. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Glenn, Butte, Sutter, Yuba, Colusa, Placer, Nevada, El Dorado, and Sierra as described in the attached **Proposed Form of Agreement, Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the attached **Bid/Bidder Certification Sheet**, the Bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the Bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

### 7. Mandatory Organic Waste Recycling

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also Contractor will arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq. When applicable, Contractor must comply with these provisions.

### 8. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Proposed Form of Agreement, Exhibit A** and, if California

Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).

- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

## 9. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).
- B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

## 10. Contractor's License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **Class A-General Engineering Contractor** license (Required by Prime Contractor or Subcontractor), or **C-12 Earthwork and Paving Contractor** license (Required by Prime Contractor or Subcontractor), and **C-31 Construction Zone Traffic Control Contractor** license (Required by Prime Contractor or Subcontractor) license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Caltrans will verify a valid license issued by the CSLB (Bus. and Prof. Code Section 7028.15).

## 11 Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement, Exhibit A**. If subcontractors are used, complete the **Bidder Declaration (GSPD-05-105)**. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

## 13. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## 13. Non-Collusion Declaration for Public Works

Bidder must submit a non-collusion declaration for Public Works. The **Non-Collusion Declaration for Public Works** is provided as a link in **Attachment 3, Required Documents**.

#### 14. Bonds

- A. Bidder's Bond (ADM-2010) is required for bids \$461,000 and greater: Bidder shall submit a \*bid bond (executed by an admitted surety insurer) with bid. The bidder's bid bond shall be no less than 10 percent (10%) of bidder's total bid, must be notarized and include the embossed surety seal, and must include a Power of Attorney if the signee is not an officer of the surety. Submittal of a bid bond that is not in the appropriate amount, signed and stamped with the surety seal, or failure to submit a bid bond, shall be cause for rejection of bid. \*The bidder may also submit, in lieu of a Bidder's Bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans. .
- B. Payment Bond Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price is \$25,000 or more. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Service Request. Refer to **Proposed Form of Agreement, Exhibit D.**

#### 15. Insurance

- A. The bidder who receives the Agreement award, will be requested to provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E,** for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

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

- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying A Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

- E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

#### 16. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a State agency with respect to any Agreement in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification (DOT ADM-0076)**, provided as a link in **Attachment 3, Required Documents**, completed, signed, and returned with its bid or proposal.

## 17. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification (DOT ADM-0077)**, provided as a link in **Attachment 3, Required Documents**, and submit with the proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on **DOT ADM-0077**.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

## 18. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.
- B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the **Iran Contracting Act Certification (DOT ADM-0078)**, provided as a link in **Attachment 3, Required Documents**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.
- C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans **DOT ADM-0078**, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

## 19. Executive Order N-6-22 – Russia Sanctions

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 unless the contract has been Federalized (i.e. there is federal participation in any phase). 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.

**20. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting**

- 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 GenAI 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 Definitions for GenAI.
- 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 to 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.

**21. Bid Submittal**

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information**.
- B. The mailing package/envelope should be labeled as follows:

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



YOUR RETURN ADDRESS    **Agreement No. 03A3974**  
**Bid Due Date: 4/24/2025**  
Bid Due Time: 2:00 p.m.  
**Bid Opening Date: 4/24/2025**  
Bid Opening: 2:30 p.m.  
**Attention: Esmeralda Rojo**

California Department of Transportation (Caltrans)  
Division of Procurement and Contracts  
ATTN: Bid Unit  
1727 30th Street, 4<sup>th</sup> Floor, MS 65  
Sacramento, CA 95816-7006

**BID SUBMITTAL DO NOT OPEN**

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's **Required Documents, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- G. Bid opening will be held via teleconference at **2:30 p.m.** on the date specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at **2:20 p.m.** until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied as stated in **Evaluation and Selection** below.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.



- J. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached **Bid/Bidder Certification Sheet**. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned **Bid/Bidder Certification Sheet** may be rejected.
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at [DPAC.BidUnit@dot.ca.gov](mailto:DPAC.BidUnit@dot.ca.gov), signed by the bidder or an agent authorized in accordance with **Section K** above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located on page 1 of this IFB with any questions.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 04/2017 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

## 22. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to

determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

### 23. Award

- A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1<sup>st</sup>) business day following the bid due date at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency, as well as online at <https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award>, for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.
- D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at <https://www.dgs.ca.gov/PD> under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

### 24. Protest

Bidders have the right to protest the award of Caltrans Agreements subject to the following processes and procedures.

- A. Filing a Protest: The initial protest must be submitted to Caltrans, Protest Unit prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or Caltrans has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the address below:

**California Department of Transportation (Caltrans)**  
**Division of Procurement and Contracts**  
Attention: Bid, Protest, and Dispute Branch Chief  
1727 30<sup>th</sup> Street, MS 65  
Sacramento, CA 95816  
**Email:** [DPAC.Protest.Disputes.Terminations@dot.ca.gov](mailto:DPAC.Protest.Disputes.Terminations@dot.ca.gov)  
**Phone Number:** (916) 639-6322

- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans, Protest Unit a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

**Note:** Email is the preferred method of Protest delivery, but if a Protest is being submitted by mail it is suggested that you send by certified or registered mail.

### 25. Standard Conditions of Service

- A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to Contractor, to timely prosecute and

complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.

- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
  - 1) Contractor offers and agrees and will require all of other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.
  - 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

#### **D) Special Programs**

The following Special Programs are applicable to this IFB.

##### **1. Small Business (SB), Microbusiness (MB), or Small Business for the Purpose of Public Works (SB-PW) 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 or SB-PW. References to a small business

(SB) shall also include micro-business (MB) and SB-PW. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

- B. To claim the SB preference, the contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the attached **Bid/Bidder Certification Sheet** and attach a copy of your certification. Additionally, the contractor may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the attached **Bid/Bidder Certification Sheet** as well as **Bidder Declaration (GSPD-05-105)**. The bidder shall list the names of all certified SB firms being claimed for credit. Bidders must include quotes from each subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsive bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or email: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov).
- G. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- H. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

## 2. Disabled Veteran Business Enterprise (DVBE) Programs

- A. DVBE Participation Program with Participation Requirements:
  - 1) The required DVBE participation requirement for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and Title 2, California Code of Regulations, Sections 1896.60 (2 CCR Section 1896.60) et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program will also apply—see **DVBE Incentive Program** below.
  - 2) Bidder shall complete and submit the **Bid/Bidder Certification Sheet; Bidder Declaration (GSPD-05-105)**, and the **Disabled Veteran Business Enterprise Declarations (STD 843)**. Bidder shall complete or collect STD 843(s) when the following situations occur:
    - Bidder is DVBE (prime) Contractor.

- Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

Failure to provide required DVBE information will result in the bid being rejected as non-responsive. Bidders must include quotes from each DVBE subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.

- 3) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBICA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 4) Additional references: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

#### B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the **Bidder Declaration (GSPD-05-105)**. Information provided on the **GSPD-05-105** shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Tables for IFB (Low Price Method)

##### Required 3% Participation

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5%-4.99%	4%
4.0%-4.49%	3%
3.5%-3.99%	2%
3.0%-3.49%	1%

- 4) When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede an award to a DGS Certified Small Business.

- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>.
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

**BID PROPOSAL**

ADM-1412 (REV. 10/2024)

**Attachment 1**

Contractor's Name:						
				COLUMN A	COLUMN B	COLUMN C
<b>ITEM</b>	<b>AREA/ COUNTY</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL COLUMN A X B</b>
1	AREA 1	<b><u>DAY WORK</u></b>				
	GLENN (RTE 5, 32, 45, 162) AND	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	600	\$ _____	\$ _____
	BUTTE (RTE 32, 70, 99, 162, 191)	B) Up to 12' width, Fibrous Asphalt		200	\$ _____	\$ _____
2	AREA 1	<b><u>NIGHT WORK</u></b>				
	GLENN (RTE 5, 32, 45, 162) AND	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	600	\$ _____	\$ _____
	BUTTE (RTE 32, 70, 99, 162, 191)	B) Up to 12' width, Fibrous Asphalt		200	\$ _____	\$ _____
3	AREA 2	<b><u>DAY WORK</u></b>				
	SUTTER (RTE 20, 70, 99, 113) AND	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	600	\$ _____	\$ _____
	YUBA (RTE 20, 65, 70) AND COLUSA (RTE 5, 20, 45)	B) Up to 12' width, Fibrous Asphalt		125	\$ _____	\$ _____
4	AREA 2	<b><u>NIGHT WORK</u></b>				
	SUTTER (RTE 20, 70, 99, 113)	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	600	\$ _____	\$ _____
	YUBA (RTE 20, 65, 70) COLUSA (RTE 5, 20, 45)	B) Up to 12' width, Fibrous Asphalt		125	\$ _____	\$ _____
5	<b>SUBTOTAL COLUMN C (Line Items 1-4)</b>					\$ _____



**BID PROPOSAL**

ADM-1412 (REV. 10/2024)

**Attachment 1**

Contractor's Name:						
				COLUMN A	COLUMN B	COLUMN C
<b>ITEM</b>	<b>AREA/ COUNTY</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL COLUMN A X B</b>
6	AREA 3	<u><b>DAY WORK</b></u>				
	PLACER (RTE 20, 49, 80, 174)	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	700	\$ _____	\$ _____
	NEVADA (RTE 20, 49, 174)	B) Up to 12' width, Fibrous Asphalt		300	\$ _____	\$ _____
	EL DORADO (RTE 49 PM 34.45 to 38.43)					
7	AREA 3	<u><b>NIGHT WORK</b></u>				
	PLACER (RTE 20, 49, 80, 174)	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	300	\$ _____	\$ _____
	NEVADA (RTE 20, 49, 174)	B) Up to 12' width, Fibrous Asphalt		250	\$ _____	\$ _____
	EL DORADO (RTE 49 PM 34.45 to 38.43)					
8	AREA 4	<u><b>DAY WORK</b></u>				
	PLACER (RTE 28, 89, 267)	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	500	\$ _____	\$ _____
	NEVADA (RTE 80, 89 & 267)	B) Up to 12' width, Fibrous Asphalt		125	\$ _____	\$ _____
	Eldorado County (RTE 89) PM 17.35 to 27.40 (Placer Co. Line)					
9	AREA 4	<u><b>NIGHT WORK</b></u>				
	PLACER (RTE 28, 89, 267)	A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	325	\$ _____	\$ _____
	NEVADA (RTE 80, 89, 267)	B) Up to 12' width, Fibrous Asphalt		100	\$ _____	\$ _____
	Eldorado County (RTE 89) PM 17.35 to 27.40 (Placer Co. Line)					
10	<b>SUBTOTAL COLUMN C (Line Items 6-9)</b>					\$ _____

**BID PROPOSAL**

ADM-1412 (REV. 10/2024)

**Attachment 1**

Contractor's Name:						
				COLUMN A	COLUMN B	COLUMN C
<b>ITEM</b>	<b>AREA/ COUNTY</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL COLUMN A X B</b>
11	AREA 5  Yuba (RTE 49) Sierra (RTE 49) PM 0.0 to Plumas Co. line PM 64.05 Sierra (RTE 89) PM 0.0 to Plumas County line PM 29.58	<u><b>DAY WORK</b></u>  A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	400	\$ _____	\$ _____
		B) Up to 12' width, Fibrous Asphalt		125	\$ _____	\$ _____
12	AREA 5  Yuba (RTE 49) Sierra (RTE 49) PM 0.0 to Plumas Co. line PM 64.05 Sierra (RTE 89) PM 0.0 to Plumas County line PM 29.58	<u><b>NIGHT WORK</b></u>  A) Up to 12' width, Asphalt Concrete	<b>PER TON Asphalt Concrete</b>	125	\$ _____	\$ _____
		B) Up to 12' width, Fibrous Asphalt		125	\$ _____	\$ _____
13	ALL AREAS	Additional flagger(s)	<b>PER HOUR</b>	50	\$ _____	\$ _____
14	ALL AREAS	Type 1 Traffic Control	<b>PER HOUR</b>	50	\$ _____	\$ _____
15	ALL AREAS	Type 2 Traffic Control	<b>PER HOUR</b>	50	\$ _____	\$ _____
16	ALL AREAS	Portable Changeable Message Sign (FAS)	<b>PER HOUR</b>	50	\$ _____	\$ _____
17	<b>SUBTOTAL COLUMN C (Line Items 11-16)</b>					\$ _____
1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.					<b>Total Proposal (Lines 5, 10, and 17)</b>	\$ _____

**Attachment 2**  
**Bid/Bidder Certification Sheet**

Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all required documents as an entire package with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal-Do Not Open.**"
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the 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.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
2b. Email Address		
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate the Department of Industrial Relations information:		
9. Contractor Registration Number		
Indicate applicable license and/or certification information:		
10. Contractor's State Licensing Board Number	11. CAL-T-	
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
<b>Note:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, complete and return the Bidder Declaration form, GSPD-05-105 or Subcontractor Provisions/List ADM-1511 with your bid.		

**Attachment 2  
Bid/Bidder Certification Sheet**

**Completion Instructions for Bid/Bidder Certification Sheet**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 2b, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	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.
<b>5</b>	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.
<b>6</b>	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.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	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.
<b>9</b>	Enter your Contractor Registration Number assigned by the Department of Industrial Relations (DIR). This Information will be used to determine if you are registered with DIR.
<b>10</b>	Complete if your firm holds a California contractor's license. This information will BE used to verify possession of a contractor's license for public works agreements.
<b>11</b>	Cal-T
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.
<b>16</b>	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to <a href="https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=SB/DVBE%20Certification">https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=SB/DVBE%20Certification</a>
<b>17</b>	Check the applicable box. Complete and return GSPD-05-105 or ADM-1511 with your Bid.

### **Attachment 3 Required Documents**

**The following documents should be submitted, or your bid may be considered non-responsive.**

Do **not** submit **this checklist**, the **Proposed Form of Agreement**, company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFB Requirements and/or as listed below.

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Attachment 2 - Bid/Bidder Certification Sheet
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Bidder's Bond (ADM-2010) [Bidder's Bond](#)
- ☐ Disabled Veteran Business Enterprise Declarations (STD 843) [DVBE Declarations](#)
- ☐ Quotes from DVBE Subcontractors (on DVBE's letterhead)
- ☐ Non-Collusion Declaration for Public Works [Non-Collusion Declaration](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Iran Contracting Act Certification (DOT ADM-0078) [Iran Contracting Act Certification](#)

**The following documents will be requested of the WINNING BIDDER at time of contract award; they are NOT required at time of bid submittal:**

- ☐ Contractor Certification Clauses (CCC 04/2017) [Contractor Certification Clauses](#)
- ☐ Insurance (Requirements outlined in Proposed Form of Agreement, Exhibit E, Items 1 & 2)
- ☐ Payee Data Record (STD 204) [Payee Data Record](#)

**Attachment 4**  
**Proposed Form of Agreement**

**Note to Bidders:** The following pages represent a sample of the Agreement that will be awarded, if any, from this **IFB**. Please review it carefully and present any questions in writing to the contact identified for this **IFB**. Do not return this Attachment with your bid.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A3974

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

July 1, 2025 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE

June 30, 2027 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

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	20
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Bid Proposal, ADM-1412 (attached upon award)	3
+ - Attachment 2	Bidder Declaration, (GSPD-05-105)	2
+ - Attachment 3	Service Request	1

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 <https://www.dgs.ca.gov/OLS/Resources>

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.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A3974

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS-65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Jeshpreet Grewal

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10107

SCM 10.00

**Exhibit A**  
**Public Works (State)**

**Scope of Work**

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) with hot mix asphalt (HMA) concrete grinder dig-out repair and replacement paving as described herein:

Contractor shall provide all labor, tools, materials, supplies, parts, travel, traffic control, equipment, and incidentals required to perform State highway right-of-way HMA grinder dig-outs repair and replacement paving services in the Agreement unit price per ton, per the **Bid Proposal, Attachment 1**. Contractor shall furnish all work area traffic control and work area traffic control devices bid item in the Agreement price paid for work area traffic control per hour as listed in **Exhibit A, Section 8.B., Item 4.b)**. Move in/move out shall be considered as a component of the Agreement unit price and no separate or additional compensation will be allowed.

2. The services shall be performed at various locations throughout Caltrans District 03 within Glenn, Butte, Sutter, Yuba, Colusa, Placer, Nevada, El Dorado, and Sierra Counties:

A. Area 1

Glenn County (State Route 5, 32, 45, and 162)

Butte County (State Route 32, 70, 99, 162, and 191)

B. Area 2

Sutter County (State Route 20, 70, 99, and 113)

Yuba County (State Route 20, 65, and 70)

Colusa County (State Route 5, 20, and 45)

C. Area 3

Placer County (State Route 20, 49, 80, and 174)

Nevada County (State Route 20, 49, and 174)

El Dorado County (State Route 49 Post Mile (PM) 34.45 to 38.43)

D. Area 4

Placer County (State Route 28, 89, and 267)

Nevada County (State Route 80, 89, and 267)

El Dorado County (State Route 89) PM 17.35 to 27.40/Placer County Line

E. Area 5

Yuba County (State Route 49)

Sierra County (State Route 49) PM 0.0 to Plumas County Line 64.05

Sierra County (State Route 89) PM 0.0 to 29.58

3. Any reference to Caltrans Contract Manager shall also include designee.
4. This Agreement will commence on **July 1, 2025 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior

**Exhibit A**  
**Public Works (State)**

to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **June 30, 2027 (estimate)**. The services shall be provided during daytime and nighttime shifts, depending on the service requested, 24 hours a day seven (7) days a week, except State Holidays. The parties may amend this Agreement as permitted by law.

5. This Agreement cites specific portions of the most current version of the Caltrans 2024 Standard Plans and Specifications (including revisions), herein collectively referred to as the "Standard Specifications". The Standard Specifications can be accessed via the Internet at: <https://dot.ca.gov/programs/design/october-2024-ccs-standard-plans-and-standard-specifications>. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standards Specifications are not applicable to this Agreement.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

<b>California Department of Transportation (Caltrans):</b>	<b>Contractor: TBD</b>
Section/Unit: District 03/Maintenance	Project Manager:
Caltrans Contract Manager: TBD	
Address: 10057 Gold Flat Road Nevada City, CA 95959	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

**7. Assignment of Work**

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 3, Service Request**.
- B. The Service Request shall include the following information:
- 1) Agreement Number **03A3974**
  - 2) Service Request Number
  - 3) Date of Request
  - 4) Contact name, requestor, and/or District Single Point of Contact (DSPOC)
  - 5) Caltrans Contract Manager's name
  - 6) Prospective Date of Service
  - 7) Type of Service (routine or non-routine)
  - 8) Time of Service (day(s) and time(s))
  - 9) Location Address of service

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10) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**

11) Signatures of DSPOC and/or Caltrans Contract Manager

C. A Service Request may be classified as either of the following types:

- 1) Routine: work that requires maintenance and/or repair services where there is no immediate danger, no risk to public health, and no unsafe conditions posed to State property and/or employees.
- 2) Non-Routine: vital work that requires repair services to be done in order to limit imminent damage, or safety hazard of State property and/or employees.

D. Contractor shall respond to routine Service Requests within 48 hours of issuance. A non-routine Service Request shall be initiated first via phone call and shall be followed up with the written Service Request. Once contacted for non-routine services, Contractor shall have two (2) hours to respond to Caltrans Contract Manager.

**8. Detailed Description of Work:**

A. Contractor agrees to provide HMA grinder dig-out repair and replacement in the counties listed in **Exhibit A, Section 2**. Work may take place either during daytime or night depending on location and traffic management requests. Contractor shall be responsible for the proper disposal of all materials associated with this project, i.e., asphalt grindings, as listed in **Exhibit A, Section 9 General Provisions**. Contractor shall comply with all the National Pollutant Discharge Elimination System (NPDES), State and local Water Boards, and Caltrans laws, policies, and regulations in prevention, containment, and recovery of all discharges at the work site.

B. Contractor shall perform grading as specified below:

1) Total estimated quantity tons:

- a) One half inch (1/2") or three fourths inch (3/4") Type A Maximum Medium grading, Pavement Grade (PG) 64-10, PG 64-16, PG 64-28, or PG 70-10.
- b) HMA With Added Fibrous Asphalt: One half inch (1/2") or three fourths inch (3/4") Type A Maximum Medium grading, Pavement Grade (PG) 64-10, PG 64-16, PG 64-28, or PG 70-10.
- c) A minimum of 100 tons shall be placed per Agreement will include up to two (2) miles of roadway.

2) Size of dig-outs:

Dig-outs shall be a minimum fifty feet (50') long, forty-eight inches (48") wide and two inches (2") to six inches (6") in depth. The width of the dig-out will vary from forty-eight inches (48") to fourteen feet (14'). It is estimated that 20 percent of tonnage will be forty-eight inches (48") wide dig-outs, 20 percent of tonnage will be seventy-two inches (72") wide dig-outs with the balance of tonnage to be up to fourteen feet (14') wide dig-outs.

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- 3) Cold Pavement grinder size:  
Cold pavement grinder shall be size forty-eight inches (48") at the minimum.
  - 4) Contractor shall provide the following traffic control services as follows:
    - a) Caltrans will have first option of installing work area traffic control and traffic control devices. When high workload or other conditions prohibit Caltrans from installing work area traffic control and traffic control devices for Contractor, Contractor shall be responsible for installing work area traffic control and traffic control devices.
    - b) Furnishing and installing work area traffic control and traffic control devices shall be considered as a separate bid item in the Agreement price paid for work area traffic control per hour and include all work signs, cones, traffic control equipment. Move in/move out shall be considered as a component of the Agreement unit price and no separate or additional compensation will be allowed.
  - 5) Traffic control requirements:
    - a) Type 1  
Requires lane and/or ramp closures on four (4) lane expressways or freeways with all appropriate signs, cones, and traffic control devices needed for night work. The maximum length allowable for a lane closure will be determined per location. Contractor may be required to place detours for traffic conveyance depending on location. A detour plan shall be submitted by Contractor to Caltrans Contract Manager prior to the start of work.
    - b) Type 2  
Two (2) way reversible traffic control which requires two (2) flag persons and one (1) pilot car with appropriate signs, cones, and traffic control devices. If additional flaggers beyond this are needed and approved by Caltrans Contract Manager, they will be paid separately on a per hour basis.
  - 6) Full compensation for all labor, tools, materials, supplies, equipment, and incidentals required to perform State highway right-of-way asphalt concrete dig-outs and replacement shall be priced per ton. Furnishing and installing work area traffic control and traffic control devices shall be considered as a separate bid item in the Agreement price paid for work area traffic control per hour per the **Bid Proposal, Attachment 1**. Additional flaggers as shown in Caltrans' Standard Plan, or as described above, shall be required and approved by Caltrans Contract Manager, and will be paid per hour.
  - 7) Contractor shall include Asphalt Binder, in its price (paid per ton), in place for hot mix asphalt pavement grinding dig-out and replacement.
- C. Move in/move out of equipment shall be considered as a component of the price per ton placed and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from

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the job site.

**9. General Provisions**

- A. The work shall consist of removing existing asphalt concrete surfacing by cold planning and replacing the removed surfacing with new asphalt concrete in accordance with Standard Specifications, **Section 39, "Asphalt Concrete"**, and these general provisions.
- B. The exact limits of the asphalt concrete surfacing to be removed and replaced will be determined by Caltrans Contract Manager and indicated in an email as to the exact location, minimum width, depth, length of cuts, and asphalt tonnage per location.
- C. Caltrans Contract Manager will contact Contractor via email for required work.
- D. When asphalt concrete (AC) is to be placed in dig-outs that are narrower than 72 inches in width, the material may be deposited, spread, and compacted in one (1) layer up to a depth of four (4) inches. Any depth over four (4) inches requires the AC to be laid and compacted in two (2) layers using any mechanical means that will produce a uniform smoothness and texture that conforms to the straightedge tolerance for AC in "asphalt concrete" in these special provisions. Replaced AC shall be compacted to a minimum of 94 percent and a maximum of 97 percent compaction and finished flush with the existing surface at the edge of the dig-out.
- E. Contractor shall take ownership of all debris and waste including residue from the asphalt grinding, which shall be removed, hauled, and disposed of in accordance with all Federal, State, and local Laws and Regulations.
- F. Full compensation for hauling and disposal of planed material shall be included in the per ton price for pavement grinding dig-out and no separate payment will be made thereof.
- G. Depth control on grind outs shall not deviate more than (0.025') and any deviation beyond this control and shall be leveled prior to replacement of the first material being placed. Grind outs shall be in straight line parallel with the traffic lane. Grind outs shall be cleaned of all foreign material with particular attention to bottom corners and ends prior to placement of AC.
- H. Tack coat shall be applied on all corners, bottoms, sides, and ends of the grind outs at a rate of (0.10) gallons per square yard or as directed by Caltrans Contract Manager.
- I. The per ton price, in place for the AC pavement grinding dig-out and replacement, shall include full compensation for incidentals, labor, materials, tools, equipment, and for doing all the work involved in pavement grinding dig-out, including removing the surfacing by cold planning, tack coat and replacing AC complete in place.

**10. Hot Mix Asphalt**

Contractor shall adhere to the following HMA requirements:

- A. All HMA shall be Type A and shall conform to the provisions in **Section 39** using the Method process of the Standard Specifications and these general provisions.
- B. The grade of asphalt binder to be mixed with aggregate for Type A hot mix asphalt shall be PG 64-16 or PG 70-10. Caltrans Contract Manager will determine the grade of asphalt binder.

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Test	California Test	Type A
Crush Particles	205	
Coarse Aggregate		90% Minimum
Fine Aggregate Passing No 4 Retained No 8		70% Minimum
Los Angeles Rattler	211	
Loss at 500 Revolutions (Maximum)		25% Minimum

- C. Aggregate grading for HMA Type A shall be one half inch (1/2") Maximum Medium or three fourths inch (3/4") Maximum Medium.
- D. In addition to the aggregate quality requirements of **Section 39**, Method process aggregate from each source shall conform to the following quality requirements:
- E. Fine aggregate shall be obtained from a source or sources that meet the requirements for California Test Method 211 specified for coarse aggregate and shall also conform to the following quality requirement:

Test	California Test	Requirement
Sand Equivalent (SE)	217	Fifty Percent (50%) Minimum
Durability Index (DF)	229	Fifty Percent (50%) Minimum

- F. In addition to the temperature requirements specified in **Section 39-3.04, Transporting, Spreading and Compacting**, of the Standard Specifications, HMA shall be placed only when the surface temperature of the area to be paved is a minimum of 50 degrees Fahrenheit.
- J. All excavations shall be filled with HMA prior to the end of each workday.
- K. If the finished surface of the HMA does not meet the specified surfacetolerances, it shall be brought within tolerance by either:
- 1) Abrasive grinding (with fog seal coat on the areas which have been ground), or
  - 2) Removal and replacement.
  - 3) Caltrans Contract Manager will select the method. The corrective work shall be at Contractor's sole expense.
- L. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in **Section 42-3**,



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**Grinding**, of the Standard Specifications.

**11. Surface Mining and Reclamation Act**

- A. Attention is directed to the **Surface Mining and Reclamation Act of 1975 (SMARA), commencing in Public Resources Code, Mining and Geology, Section 2710**, which establishes regulations pertinent to surface mining operations.
- B. Material from mining operations furnished for this project shall only come from permitted sites in compliance with the SMARA.
- C. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with **Section 4-1.04, "Use of Materials Found on the Job Site"**, of the Standard Specifications.
- D. Contractor shall be required to assure that all materials subject to the SMARA (sand, gravel, aggregates, and other materials) are from a source listed by the Department of Conservation or are in a class that is not subject to these requirements. Contractor shall be required to submit certification of the material, including the name of supplier and California Mine ID#, for approval by Caltrans Contract Manager before start of work.

**12. Special Provisions**

A. Section 1 – General

1) General

- a) No additional compensation will be allowed for specialized equipment.
- b) Prescribed fire protection measures shall be followed, as directed by Caltrans Contract Manager, for work off the travel-way.
- c) Contractor shall work with Caltrans Contract Manager to set up times and dates so lane closure requests can be processed.
- d) All permits required by local ordinances, if any, are to be secured and paid for by Contractor.
- e) Working days shall be defined for each service request issued as the period of performance stated in the email sent from Caltrans Contract Manager.

2) Authority of Caltrans Contract Manager

- a) Caltrans Contract Manager will answer/address all questions, which may arise, as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the Agreement on the part of Contractor; and all questions as to compensation. Caltrans Contract Manager's decision will be final, and they will have authority to enforce and make effective such decisions and orders which Contractor fails to carry out promptly.
- b) If at any time Caltrans Contract Manager determines Contractor's operation to be a problem for environmental or safety reasons, he/she may shut down Contractor's operation until the problem is remedied. Additional working days will not be assessed for this reason.

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- c) Before starting work, Contractor shall designate, in writing, an authorized representative who shall have the authority to represent and act on Contractor's behalf. Said authorized representative shall be present at the work site at all times while work is actually in progress.
- 3) Inspection
- a) Caltrans Contract Manager will, at all times, have safe access to the work and will be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these special provisions. All work done and all materials furnished shall be subject to inspection.
  - b) The inspection of the work shall not relieve Contractor of any of the obligations to fulfill the Agreement as prescribed. Work not meeting such requirements shall be made good and unsuitable work may be rejected notwithstanding that such work has been previously inspected by Caltrans Contract Manager.
- 4) Sound Control Requirements
- a) Sound control shall conform to **Section 14-8.02A** of the Standard Specifications and these special provisions.
  - b) The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 decibels (dBA) at a distance of fifty feet (50'). This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.
- 5) Air Pollution Control
- a) Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to this Agreement, including any air pollution control rules, regulations, ordinances, and statutes specified in **Section 11017 of the Government Code**.
  - b) Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.
- 6) Water Pollution
- a) Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials, and shall conduct and schedule the operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of the work.
  - b) Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be specified herein or directed by Caltrans Contract Manager.
  - c) Contractor shall coordinate water pollution control work with all other work done on this Agreement.

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- d) If instructed by Caltrans Contract Manager, Contractor shall submit, for acceptance by Caltrans Contract Manager, a program to control water pollution effectively during work. Details and requirements pertaining to water pollution control, and what an acceptable program entails shall be found in **Section 13-2.01** of the Standard Specifications.
  - e) Nothing in the terms of this Agreement or in these special provisions shall relieve Contractor of the responsibility for compliance with **Sections 5650 and 12015 of the Fish and Game Code**, or other applicable statutes relating to prevention or abatement of water pollution.
- 7) Safety and Health Provisions
- a) Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California.
  - b) All working areas utilized by Contractor to perform work during the hours of darkness shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health, Construction Safety Orders.
  - c) Contractor shall provide all safety equipment, materials, and training as required.
  - d) All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.
- 8) Public Convenience
- a) This section defines Contractor's responsibility with regard to convenience of the public and public traffic in connection with the operations.
  - b) Attention is directed to the Standard Specifications, **Section 7-1.04, Public Safety**, of these special provisions for provisions relating to Contractor's responsibility for the safety of the public. The requirements in "Public Safety" are in addition to the requirements of this **Section "Public Convenience"**, and Contractor shall not be relieved of responsibilities as set forth in said "Public Safety" by reason of conformance with any of the provisions in "Public Convenience".
  - c) Contractor shall so conduct the operations as to offer the least possible obstruction and inconvenience to the public and shall have under work no greater length or amount of work than can be performed properly with due regard to the rights of the public.
  - d) All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
  - e) Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.
  - f) Work shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
  - g) Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting

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highways shall be provided and kept in good condition.

9) Public Safety

- a) It shall be Contractor's responsibility to provide for the safety of traffic and the public when working under this Agreement.
- b) Attention is directed to the Standard Specifications **Section 7-1.05, Indemnification, and Section 7-1.03 Public Convenience**, of these special provisions for provisions relating to Contractor's responsibility for providing for the convenience of the public in connection with the operations.
- c) Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls, hereby incorporated by reference, which can be accessed at <https://dot.ca.gov/programs/safety-programs/camutcd>. Signs or other protective devices furnished and erected by Contractor at its expense, as aboveprovided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by Contractor at its expense shall be approved by Caltrans Contract Manager as to size, wording, and location.
- d) The installation of general roadway illumination shall not relieve Contractor of responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- e) Equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and equipment on or across lanes or ramps open to public traffic shall be performed in a manner that will not endanger public traffic.
- f) Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the work area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- g) When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- h) No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- i) Any tools, equipment, supplies, or facilities, which Contractor uses to perform the work, shall be removed from right of way at the end of each day except as approved by Caltrans Contract Manager. No tools, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.
- j) Should Contractor appear to be neglectful or negligent in furnishing warning

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devices and taking protective measures as above provided, Caltrans Contract Manager may direct attention to the existence of a hazard and the necessary warning devices shall be immediately furnished and installed and protective measures taken by Contractor at its sole expense. Should Caltrans Contract Manager point out the inadequacy of warning devices and protective measures, such action on the part of Caltrans Contract Manager shall not relieve Contractor.

**10) Preservation of Property**

- a) Attention is directed to the Standard Specifications **Section 7-1.05, Indemnification**, of these special provisions. Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed.
- b) Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage. If such objects are injured or damaged by reason of Contractor's operations, they shall be replaced or restored, in kind, at Contractor's sole expense. The facilities shall be replaced or restored to a condition as good as when Contractor entered upon the work, or as good as required by these special provisions, if any such objects are a part of the work being performed under this Agreement. Caltrans Contract Manager may make, or cause to be made, such temporary repairs as are necessary to restore to service any damaged highway facility. The cost of such repairs shall be borne by Contractor and may be deducted from any monies due or to become due under this Agreement.
- c) Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees), in the vicinity of the project during all work activities.
- d) It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by reason of the operations.

**11) Cooperation**

- a) Should construction or other maintenance work be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. When two (2) or more contractors are employed on related or adjacent work, each shall conduct the operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- b) Each Contractor shall be responsible to the other for all damage to work to persons or property caused to the other by the operations, and for loss caused the other due to the unnecessary delays or failure to finish the work within the

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time specified for completion.

**12) Source of Supply and Quality of Materials**

Contractor shall furnish all materials required to complete the work. Only materials conforming to the requirements of the Standard Specifications or those previously listed shall be incorporated in the work.

**13) Defective Materials**

All materials, supplied by Contractor, which Caltrans Contract Manager has determined do not conform to the requirements of these special provisions, will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by Caltrans Contract Manager. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by Caltrans Contract Manager.

**14) Contractor's Responsibility for the Work and Materials**

Until the acceptance of this Agreement, Contractor shall have the charge and care of the work and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in **Section 7-1.03, Public Convenience**, of these special provisions. Contractor shall adhere to **Section 7, Legal Relations and Responsibility of the Public**, of the 2024 Standard Specifications. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in **Section 7** of the 2024 Standard Specifications. Where necessary to protect the work from damage, Contractor shall, at its expense, provide suitable drainage of the roadway and erect such temporary structures as are necessary to protect the work from damage.

**15) Removal of Rejected and Unauthorized Work**

- a) All work, which has been rejected, shall be remedied by Contractor and no additional compensation will be allowed for such remedial work.
- b) Any work done beyond that directed by Caltrans Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of Caltrans Contract Manager unauthorized work shall be remedied, removed, or replaced at Contractor's sole expense.

**16) Disposal of Material Outside the Highway Right of Way**

- a) Contractor shall make its own arrangements for disposing of materials outside the highway right of way and shall pay all costs involved. Details on requirements, procedures, authorization and documentation shall be as indicated in **Section 17-2.03D, Disposal of Materials**, of the Standard Specifications.
- b) Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the Agreement unit price to be paid and no additional compensation will be allowed, therefore.

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17) Damaged Facilities

Contractor shall be responsible for replacing State facilities or private property lost or damaged due to Contractor personnel actions. Contractor shall be liable to Caltrans or property owner for the cost of replacing these facilities, in kind, at its sole expense.

18) Responsibility for Damage

Responsibility for damage will be as stated in **Section 7-1.05** of the Standard Specifications, with all references to 'the Engineer' replaced with 'Caltrans Contract Manager'. For damage caused by natural disasters see **Section 5-1.39B** of the Standard Specifications.

19) Legal Actions Against Caltrans

- a) In the event litigation is brought against Caltrans concerning compliance by the Department with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this Section shall apply.
- b) If, pursuant to court order (other than an order to show cause) Caltrans is prohibited from requiring Contractor to perform all or any portion of the work, the Caltrans may, if it so elects, eliminate the enjoined work or terminate the Agreement.
- c) If the final judgment in the action prohibits Caltrans from requiring Contractor to perform all or any portion of the work, Caltrans will either eliminate the enjoined work or terminate this Agreement.
- d) If this Agreement is to be terminated, the termination and the determination of the total compensation payable to Contractor shall be governed by the provisions of the section entitled **Exhibit D, Section 2., Termination**.

20) Final Cleaning Up

Before final inspection of work site, Contractor shall clean the highway, material sites, and all ground occupied in connection with the work. All parts of the work shall be left in a neat and presentable condition.

21) Inspection and Acceptance of Work

It shall be the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under this Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all the applicable performance tests and expense. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default.

B. Section 2 - Maintaining Traffic

1) General

- a) Attention is directed to the **Manual of Traffic Controls** published by the State of California Department of Transportation, which can be accessed at



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<https://dot.ca.gov/programs/safety-programs/camutcd>. Nothing in this section is to be construed as to reduce the minimum standards in said manual.

- b) Whenever vehicles or equipment are parked on the shoulder within one point eight (1.8) meters / six feet (6') of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at seven and one half (7.5) meters / twenty-five (25) feet intervals to a point not less than seven and one half (7.5) meters / twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (ROADWORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by Caltrans Contract Manager.
- c) In addition to the provisions set forth in **Section 7-1.04, Public Safety**, of these Standard Specifications, whenever work to be performed on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within one and eight millimeters (1.8 mm) and six feet (6') of the adjacent traffic lane, the adjacent traffic lane shall be closed.
- d) Work that requires lane or ramp closures shall require notification of Caltrans Contract Manager one (1) week prior to commencing work to arrange for proper notifications of traffic control at specific locations. Specifics will be coordinated or designated by Caltrans Contract Manager or its representative. Normal work requires daily notification of the specific work locations planned.
- e) No two (2) consecutive on-ramps or two (2) consecutive off-ramps in the same direction of travel shall be closed concurrently.
- f) Advanced special message signs shall be placed three (3) days in advance of the ramp closure. Contractor shall notify Caltrans Contract Manager not less than seven (7) calendar days prior to installing the advance ramp closure warning signs.
- g) Time restrictions for lane or ramp closures will be provided by Caltrans Contract Manager via email.
- h) On multi-lane roadways, a minimum of one (1) paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel.
- i) On two (2) lane, two (2) way roadways, a minimum of one (1) paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic. When Agreement operations are not actively in progress, not less than two (2) of these lanes shall be open to public traffic.
- j) On two (2) lane, two (2) way roadways, no work that interferes with public traffic shall be performed between 6:00 a.m. and 9:00 a.m. or between 3:00 p.m. and 6:00 p.m.
- k) On all roadways, except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when Agreement operations are not actively in progress.

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- l) Designated legal holidays are January 1st, the third Monday in January, the third Monday in February, the last Monday in March, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day (and the following Friday), and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When the designated holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.
  - m) Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of Contractor if in the opinion of Caltrans Contract Manager, public traffic will be better served, and the work expedited. These deviations shall not be adopted by Contractor until Caltrans Contract Manager has approved them in writing.
- 2) Traffic Control Systems for Lane and Ramp Closures
- a) A traffic control system shall consist of closing traffic lanes and ramps in accordance with the details shown on the Standard Plans, the provisions of **Section 12, Temporary Traffic Control**, of the Standard Specifications, and the provisions under **Section 12-4, Maintaining Traffic**, in these special provisions.
  - b) All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications.
  - c) The provisions in this Section will not relieve Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in **Section 7-1.04, Public Safety**, of the Standard Specifications.
  - d) Each vehicle used to place, maintain, and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.
  - e) When closing a lane, a barrier vehicle or a shadow vehicle shall be used for the installation of the signs and the flashing arrow sign (FAS) unless they can be placed while off the traveled way on the shoulder or median. A shadow vehicle or a barrier with a truck mounted crash cushion (TMCC) shall be used as the protective vehicle during the installation and retrieval of traffic cones and signs in the taper and tangent sections of the lane closure. All devices placed in areas with no shoulders from an open lane require the use of a shadow vehicle for protection.

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- f) If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.
  - g) Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for Agreement operations.
  - h) No lane obstruction/traffic control will be allowed when the pavement is wet or when atmospheric visibility is less than eight hundred millimeters (800 m) / one half (1/2) mile.
- C. Section 3 -Work Area Traffic Control Devices General
- 1) All traffic-handling equipment and devices, and any flagging used in carrying out the Agreement work will meet the requirements set forth in **Section 12** of the Standard Specifications.
  - 2) Furnishing and installing work area traffic control devices, and flagging shall be considered as a component of the Agreement unit price and no separate or additional compensation will be allowed, except as may be indicated in **Section 12-4.02, "TrafficControl Systems For Lane And Ramp Closures,"** of these special provisions.
- M. Section 4 - Prequalified and Tested Signing and Delineation Materials
- 1) Caltrans maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude Caltrans Contract Manager from sampling and testing anyof the signing and delineation materials or products at any time.
  - 2) Said listing of approved prequalified and tested signing and delineation materials and products cover the following:
    - Materials and Products
    - a) Temporary pavement markers
    - b) Striping and pavement marking tape
    - c) Pavement markers, reflective and non-reflective
    - d) Flexible Class 1 delineators and channelizers
    - e) Railing and barrier delineators
    - f) Sign sheeting and base materials
    - g) Reflective sheeting for barricades
    - h) Reflective sheeting for channelizers
    - i) Reflective sheeting for markers and delineators
    - j) Reflective sheeting for traffic cone sleeves

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- k) Reflective sheeting for barrels and drums
- 3) None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the Departments List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified.

**13. General Contractor's Responsibilities**

- A. Contractor shall ensure that only qualified and competent personnel are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s) or the public.
- B. Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules, and regulations which in any manner affect those engages or employed in the work to be performed in this Agreement. Permits, if any, required by any local entity of work done pursuant in this Agreement shall be obtained and paid for by Contractor, and the cost of obtaining same, if any, are included in the rates set forth on **Bid Proposal, Attachment 1**.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to the Caltrans property occupants or the general public, Contractor shall provide all applicable warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. Contractor shall obtain and pay for all permits, licenses, registrations, and certificates required by local ordinances as applicable to this Agreement and its **Exhibit A, Scope of Work**.

**14. Contractor Project Manager Responsibilities**

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's and subcontractor's personnel including, but not limited to, the following:
  - 1) Ensure deliverables meet the criteria established by the Agreement.
  - 2) Supervise, review, monitor, train, and direct Contractor's and subcontractors' personnel.
  - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the Scope of Work.
  - 4) Assign qualified personnel to complete the work in coordination with Caltrans Contract Manager.
  - 5) Administer personnel actions for Contractor personnel.

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- 6) Implement and maintain quality control procedures to ensure product and service accuracy.
- 7) Ensure all applicable safety measure are in place.
- 8) Provide invoices in a timely manner.
- 9) Review invoices for accuracy and completion before billing to Caltrans.
- 10) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.

**15. Damage to State Property**

In the event that any Caltrans property is damaged as a result of the actions of Contractor or its employees, Contractor shall repair, at its sole expense, the damage which has occurred. Repair efforts shall be performed in a manner in which ensures all applicable warranties are maintained for any products damaged. Repair efforts shall include the full costs for all required labor and materials.

**16. Code of Conduct**

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language and shall conduct themselves in a professional manner at all times.
- B. It shall be the duty of Contractor and its staff to read and adhere to Caltrans policies and directives, available to Caltrans staff including, but not limited to the most current version of Director's Policy (DP) 3-Health and Safety, DP 18-Workplace Violence Prevention, Deputy Directive (DD) 8-Drug Free Workplace, DD 22-Weapons Prohibited on or in Caltrans Buildings and Caltrans Property, DD 49-Sexual Harassment Prevention.
- C. Public safety and convenience are to be considered at all times. If any person employed by Contractor appears, to Caltrans Contract Manager, to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the premises immediately and shall no longer be employed on this Caltrans Agreement, unless agreed in advance by Caltrans Contract Manager.
- D. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager will have the right to request that employee be removed from doing further work on this Agreement by Contractor.

**17. Work Site Clean-up**

- A. Contractor shall own and assume all responsibility for all litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall clean and keep the area in orderly, safe, and clean condition, including but not limited to any spills or smudges as applicable to the

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services in accordance with the **Exhibit A, Scope of Work**. If the work site is not left in a clean and orderly condition in the sole opinion of Caltrans Contract Manager, then Contractor shall be called back to correct the condition at no additional charge to Caltrans.

- B. Contractor shall promptly remove such litter, waste, debris, and other materials produced during this work and legally dispose of them. No litter, waste, debris, or other materials shall be deposited in any Caltrans dumpsters without advance written permission of Caltrans Contract Manager.
- C. Once Contractor takes possession of the materials, Contractor shall take ownership of the materials and will dispose of or recycle them in a lawful manner in accordance with the **Exhibit A, Scope of Work**.
- D. Contractor shall take all necessary precautions to prevent injury or hazards to Caltrans employees and the public and shall avoid causing any unreasonable inconvenience to any individual doing business on Caltrans property.
- E. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.
- F. Should it become necessary to terminate the Agreement, Contractor shall be compensated only for work in progress or actually completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.

**18. Inspection and Acceptance for Payment**

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager.
- B. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under this Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable Agreement requirements (including acceptance criteria or tests).
- C. Any work that needs correction shall be at Contractor's sole expense. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement by default.
- D. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- E. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans

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ContractManager.

**19. Warranty**

Upon completion and acceptance of work by Caltrans Contract Manager, Contractor shall provide a warranty for 12 months against defects and deficient workmanship. Contractor shall assume liability for servicing of, repairs and/or installation of parts and or materials relating to all components in which Contractor provides service or performs work on.

**20. Waste Disposal**

Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. Seq.

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**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Bid Proposal, Attachment 1**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Invoice(s) shall be itemized in accordance with **Bid Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
  - 1) Agreement Number **03A3974**
  - 2) Dates of Service
  - 3) Location of Service
  - 4) Description of Service
  - 5) Copy of Service Request
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)  
District 03/Maintenance  
Attention: TBD  
10057 Gold Flat Road  
Nevada City, CA 95959
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by United States Government or California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or



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refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate, and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section 4A**, above.

**5. Rates**

Rates for these services may be found on **Bid Proposal, Attachment 1** of this document.

**6. Costs Included in Bid Rates**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Department of Industrial Relations (DIR) website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

**7. Cost Principles**

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.

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- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**8. Payroll Records**

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by its Subcontractors.
  - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. Employer has complied with requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
  - 2) The payroll records enumerated under **paragraph 1**, above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to employee or employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in **paragraph 1**, above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.
    - c. The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and regular mail on the business day following receipt of the request.
  - 3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.

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- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  - 5) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - 6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, they shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph 6**, above, for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**9. Penalty**

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each

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calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.

- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting their prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
  - 1) The Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - 3) Upon becoming aware of failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due

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Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

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

**10. State General Prevailing Wage Rates**

- A. Contractor agrees to comply with all the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than general prevailing wage rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction, or
  - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**11. State Prevailing Wage Rate Determinations**

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

Caltrans Headquarters Labor Compliance Office  
1120 N Street, MS-44  
Sacramento, CA 95814  
Email: [labor.compliance@dot.ca.gov](mailto:labor.compliance@dot.ca.gov)

**12. Hours of Labor**

- A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the

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execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

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

**13. Employment of Apprentices**

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

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**Special Terms and Conditions**

**1. Settlement of Disputes**

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

**2. Termination**

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days' written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

**3. Retention of Records/Audits**

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to

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the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

**4. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from Caltrans obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on the **Bidder Declaration (GSPD-05-105), Attachment 2**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

**5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization**

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).



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**6. Reporting Small Business/Micro Business (SB/MB) Utilization**

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

**7. DVBE Participation (With Required)**

- A. Contractor has complied with the requirements of Public Contract Code Sections 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the **Bidder Declaration, (GSPD-05-105), Attachment 2**.
- B. The following participation requirement percentage is are Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended. \*

**TBD%** of work for DVBE(s)\*If this Agreement is amended and the additional work can be included in the sub-contracted work, the participation requirements may be amended to reflect this change. A revised **Bidder Declaration, GSPD-05-105** must be attached to and made a part of the amended Agreement.

**8. Substitutions of DVBEs**

DVBE Subcontractors shall be used per the California Code of Regulations (CCR), Title 2, Section 1896.70 unless a substitution is approved in writing by the Department of General Services (DGS), Office of Small Business & DVBE Services (OSDS). A DVBE Subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
- 1) A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
  - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
  - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, Contractor shall document the absence of DVBEs. This documentation shall include but is not limited to:
    - a. Contact the Caltrans Small Business Advocate at [smallbusiness.advocate@dot.ca.gov](mailto:smallbusiness.advocate@dot.ca.gov) and the Department of Veterans Affairs at [advocate@calvet.ca.gov](mailto:advocate@calvet.ca.gov) regarding the absence of DVBEs to perform the specific work.

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- b. Search results from the DGS website for DVBEs to perform the specific work.
  - c. Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
  - d. Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to Contractor and Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to G, below.
- D. Caltrans Contract Manager shall submit the substitution request to DGS, OSDS:
  - 1) The request must meet the criteria as specified above or Public Contract Code Section 4107 for Public Works.
  - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE in any of the following situations:
  - 1) When the DVBE becomes bankrupt, insolvent or goes out of business.
  - 2) When the DVBE does not perform as listed in the Bidder Declaration.
  - 3) When the DVBE does not meet the bond requirements of Contractor.
  - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with Public Contract Code Section 4107.5 is required.
  - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
  - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
    - a. Did not perform in accordance with the plans and specifications; or,
    - b. Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Pub. Cont. Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of Subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause

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for Agreement termination and recovery of damages under the rights and remedies due Caltrans.

- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services, and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to Caltrans Contract Manager.

**9. Laws to be Observed**

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

**10. Specific Legal References**

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

**11. Equipment Indemnification**

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

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**12. Force Majeure**

Except for defaults of Subcontractors, neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**13. Employment of Undocumented Workers**

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**14. Bonds (Service Request)**

Prior to commencement of work under this Service Request, Contractor shall submit a Payment Bond for one hundred percent (100%) of the total Service Request price, if the Service Request price exceeds \$25,000. The Payment Bond is due prior to the start date of the Service Request. No work may commence without receipt of a valid Payment Bond as noted herein.

**15. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the

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existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

**16. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

**17. ADA Compliance**

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

**18. Electronic Signatures**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures

**19. Executive Order N-6-22 – Russia Sanctions**

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 unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, 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 termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Exhibit E**  
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**Additional Provisions**

**1. General Provisions Required in all Insurance Policies**

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **03A3974**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all its Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

**2. Insurance Requirements**

- A. Commercial General Liability
  - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. 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 Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

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2) The policy must include:

**Caltrans, 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 under this Agreement.**

3) The additional insured endorsement must accompany the certificate of insurance.

4) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

**B. Automobile Liability**

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**C. Workers' Compensation and Employer's Liability**

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

**D. Pollution Liability**

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both works performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000.00** per incident and an annual aggregate amount of **\$2,000,000.00** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**E. Satisfying a Self-Insured Retention (SIR)**

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

**F. Available Coverages/Limits**

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

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**3. Licenses and Permits**

- A. Contractor and/or Subcontractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A General Engineering Contractors license** or a **C-12 Earthwork and Paving Contractors license** issued by the California Contractors State Licensing Board (CSLB) and a **C-31 Construction Zone Traffic Control Contractors license** issued by the California Contractors State Licensing Board (CSLB).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- D. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

**4. Licensed Contractor Standards for Quality of Work**

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
  - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
  - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
  - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary



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repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

**5. Prohibition of Delinquent Taxpayers**

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

**6. Debarment and Suspension Certification**

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

**7. Interfacing with Pedestrian Vehicular Traffic**

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

**8. Motor Carrier Permit Requirements**

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCPs issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).

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- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

**9. Contractor Registration Program**

No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract for with prevailing wages, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**Attachment 3**  
**SERVICE REQUEST**

<b>Service Request Number:</b>		<b>Agreement Number:</b> 03A3974		<b>Date Issued:</b>	
<b>Project Title:</b>					
<b>Contractor:</b>			<b>Project Manager/Designee:</b>		<b>Phone Number:</b>
<b>Caltrans Contract Manager:</b>			<b>Email:</b>		<b>Phone Number:</b>
<b>Approved Work Start Date:</b>		<b>Estimated Work Finish Date:</b>		<b>Agreement Expiration Date:</b>	
<b>Service Location(s):</b>			<b>Type of Service:</b> <input type="checkbox"/> Routine <input type="checkbox"/> Non-Routine		
<b>NO SERVICE REQUEST SHALL EXTEND BEYOND AGREEMENT EXPIRATION DATE</b>					
<b>Scope of Services:*</b> (Include Service Request scope of work, expected deliverables and results, and an overview of estimated cost calculations using <b>Attachment 1, Bid Proposal</b> Units of Measure and Unit Prices)					
<b>Report(s)*:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">*Shall be in accordance with Exhibit A of Agreement</span>					
<b>Cost:</b>	<b>Total estimated amount of this Service Request:</b>				\$
	The estimated amount of this Service Request shall not be exceeded without additional Caltrans Contract Manager written approval. The Contractor will be paid in accordance with <b>Attachment 1, Bid Proposal</b>				
<b>Approval Signatures:</b> I certify this Service Request complies with the provisions of Agreement Number <b>03A3974</b> and are necessary for the satisfactory completion of the product(s) contracted for, and sufficient funding has been encumbered to pay for this work.  IN WITNESS WHEREOF, this Service Request has been executed under the provisions of Agreement Number <b>03A3974</b> between the State of California Department of Transportation and the Contractor, and by signature below, the parties hereto agree all terms and conditions of this Service Request Number _____ and Agreement Number <b>03A3974</b> shall be in full force and effect.  <div style="display: flex; justify-content: space-between;"><div>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</div><div>CONTRACTOR</div></div>					
Signature		Date		Signature	
				Date	