

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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<https://dot.ca.gov/programs/procurement-and-contracts/>

June 26, 2026

Invitation for Price Quote (IFPQ)
IFPQ # 04A7578
Notice to Prospective Contractors

You are invited to review and respond to this Small Business (SB) Invitation for Price Quote (IFPQ), **IFPQ 04A7397** entitled **Demolition and Clearance Services in Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties**. In submitting your quote, you must comply with the instructions found herein.

“This solicitation is authorized pursuant to Government Code Section 14838.7, which provides for the award of contracts for the acquisition of construction, including the erection, construction, alteration, repair, or improvement of any State structure, building, road, or other State improvement of any kind, that has **an estimated value of greater than \$5,000.00, but not more than \$484,000.00, to a certified SB, including a micro business (MB), SB for the purpose of public works (SB-PW), or a disabled veteran business enterprise (DVBE)**. A bid over \$484,000.00 will result in rejection of your bid due to non-responsiveness.”

This contract 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 **Attachment 3, Proposed Form of Agreement**, for requirement details.

In the opinion of Caltrans, this IFPQ is complete and without need of explanation; however, if you have questions, or should you need any clarifying information, the contact person for this IFPQ is:

Cristina Martinez
California Department of Transportation (Caltrans)
Email address: cristina.martinez@dot.ca.gov
Phone: (279) 234-2639

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, in accordance with the Questions and Answers portion of this IFPQ. See **Section C1, Time Schedule**, for more details.

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

Sincerely,

Cristina Martinez
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control, disposal costs, and incidentals necessary to provide demolition and clearance services to Caltrans.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. 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, Price Quotation Requirements and Information, Contractor's License**, for submittal requirements. Caltrans will verify bidder's Contractor License, and any Subcontractor Licenses, thus it is not necessary for bidders to provide a copy.
2. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, valid and current licenses and certificates issued by the California Contractors State License Board (CSLB):
 - A **Class A (General Engineering Contractor), C-21 (Building Moving/Demolition Contractor)** licenses, and **Hazardous Substance Removal (HAZ) Certification**, or
 - B **Class B (General Building Contractor), C-21 (Building Moving/Demolition Contractor)** licenses, and **Hazardous Substance Removal (HAZ) Certification**
3. Subcontractor shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **C-31 (Construction Zone Traffic Control Contractor)** license issued by CSLB.
4. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **C-13 (Fencing Contractor)** license issued by the CSLB.
5. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current and a **C-22 (Asbestos Abatement Contractor)** license issued by the CSLB.
6. Bidder or Subcontractor shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement the following valid and current certificates/registrations:
 - A **Asbestos Removal Certification (ASB)** issued by the CSLB.
 - B **Asbestos Contractor Registration** with the Department of Industrial Relations (DIR).
 - C. Permit with the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (Cal/OSHA). Bidder must provide copy(ies) of the current and valid registration with its bid submittal.
 - D. **Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP)** issued by the California Stormwater Quality Association (CASQA). Bidder must provide copy(ies) of the current and valid registration with its bid submittal.
 - E. **Lead removal certificates** for supervisor and worker issued by the California Department of Public Health (CDPH). Bidder must provide copy(ies) of the current and valid registration with its bid submittal.

7. Bidder transporting hazardous materials or subcontractor transporting hazardous materials shall possess all of the following at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, valid and current:
- A. **Hazardous Waste Transporter Registration** issued by the California Department of Toxic Substances Control (DTSC). Bidder must provide copy(ies) of the current and valid registration with its bid submittal.
 - B. **Hazardous Waste Transporter MCS-90 Endorsement** associated with required pollution liability insurance. Bidder must provide copy(ies) of the current and valid endorsement with its bid submittal.
 - C. **Hazardous Materials Transportation License** issued by the California Highway Patrol (CHP). Bidder must provide copy(ies) of the current and valid registration with its bid submittal.
 - D. **Motor Carrier Permit** issued from the California Department of Motor Vehicles (DMV).
8. Bidder transporting hazardous materials or subcontractor transporting hazardous materials shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, current and valid Hazardous Materials Registration issued by the United States (US) Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA).
9. Failure of Bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Price Quotation 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)
IFPQ available to prospective bidders	June 26, 2026	
Written Question Submittal	July 6, 2026	2:00 p.m.
Final Date for Quote Submission	July 13, 2026	2:00 p.m.
Proposed Award Date (estimate)	July 27, 2026	

2. Questions and Answers

- A. Questions regarding this IFPQ must be submitted in writing. Bidders are encouraged to submit their written questions by **July 6, 2026**.
- B. Written questions must include the individual's name, firm name, complete address, and must reference **IFPQ No. 04A7578**. Questions must be sent to the following email:

Email: cristina.martinez@dot.ca.gov

- C. 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 website for any changes or addenda that may be posted. Refer to **Section C1, Time Schedule**, for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. ADM-1412 – Price Quote Proposal

The total price quote proposal for this Agreement must not exceed \$484,000.00. A bid amount more than \$484,000.00 will be deemed non-responsive and will be rejected.

4. Costs Included in Bid Rates

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

5. Employment of Undocumented Workers

No State agency or department, as defined in 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 contract, 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).

6. State Prevailing Wages

State General Prevailing Wage Rates will apply for the Counties of **Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma**, as described in the **Proposed Form of Agreement**. The predetermined general prevailing wage rates published by the Director of Industrial Relations (DIR) may be obtained via the Internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or by contacting the Contract Analyst listed on the first page of this solicitation. It is the bidder's responsibility to use the correct classification determination published by the 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 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 the Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Section 42649.8 et seq. When applicable, Contractor must comply with these provisions.

8. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. MCP(s) 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).

9. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a price quote proposal for a contract with prevailing wages unless registered with the 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 a contract with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers provided by the bidder 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.
- D. If contractor lists subcontractor who is believed to be performing work that is not subject to the registration requirements, written confirmation from DIR must be obtained and submitted with the proposal to validate the bid.

10. Contractor's License

- A. Bidder must have, at time of **quote submittal** and for the duration of the contract, a valid, current **Class A (General Engineering Contractor), C-21 (Building Moving/Demolition)** license, and a **Hazardous Substance Removal Certificate** issued by the CSLB for the type of work to be performed; or a **Class B (General Building Contractor), C-21 (Building Moving/Demolition Contractor)** license, and a **Hazardous Substance Removal Certificate**. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (Bus. and Prof. Code Section 7028.15)
- B. Bidders may designate a subcontractor possessing a **C-31 (Construction Zone Traffic Control Contractor)** license, a **C-13 (Fencing Contractor)** license, and a **C-22 (Asbestos Abatement Contractor)** license required for traffic control, fencing, and asbestos abatement.

11. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement**. If a Subcontractor(s) is used, complete the **Bidder Declaration (GSPD-05-105)**. Bidder must ensure Subcontractor(s) shall 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 price quote. Contractor may only subcontract portions of the work to a qualified Department of General Services (DGS) Certified Small Business (SB)/Micro Business (MB)/SB for the purpose of Public Works (SB-PW), or Disabled Veteran Business Enterprise (DVBE), with the same status of Contractor. No work may be subcontracted to any business not certified as a SB/MB/SB-PW or DVBE by DGS. Contractor must ensure the Subcontractor(s) is DGS Certified SB/MB/SB-PW or DVBE and has all necessary licenses, permits, and/or certifications to accomplish its portion of the work.

12. 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 2, Required Documents**.

14. Bonds

Payment Bond Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request price, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price exceeds \$25,000. 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 must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to 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 2, 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 2, 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 the 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 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, during the Agreement award process with a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a Contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

18. Price Quote Submittal

- A. The price quote should be emailed as described below. The price quote must be received by Caltrans, Division of Procurement and Contracts (DPAC), by dates and times shown in **Section C, Price Quotation Requirements and Information**.
- B. The price quote email should be clearly marked with the IFPQ number, title, and ‘**PRICE QUOTATION SUBMITTAL**’, as shown in the following example:

IFPQ Number: 04A7578

PRICE QUOTATION SUBMITTAL–DO NOT OPEN

- C. All quotes shall include the documents identified in the IFPQ; see **Attachment 2, Required Documents**. Quotes not including the required documents may be deemed non-responsive. A non-responsive price quote is one that does not meet the basic quote requirements.
- D. 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.
- E. **Email to:** cristina.martinez@dot.ca.gov
- F. Pursuant to Government Code Section 14838.7, Caltrans must receive at least two (2) price quotes from certified SB/MBs or at least two (2) price quotes from DVBES before it can make an Agreement award. Therefore, at Caltrans’ discretion, if only one price quote is received, the timeframe for receipt of price quotes may be extended in order to receive the minimum number of quotes required by the Government Code. All prospective bidders will be notified via email or telephone of any extensions.
- G. Price quotes must include the performance of all the services described herein. Any attempt to modify the Price Quote Proposal document to deviate from the work specifications will not be considered and will cause a price quote to be rejected.
- H. A price quote 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 price quote on the basis that it is not responsive or from responsible bidder and may waive any immaterial deviation in a quote. Caltrans’ waiver of an immaterial defect shall in no way modify the IFPQ document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

- I. Costs for developing price quotes and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to Caltrans.
- J. A bidder may modify a price quote after its submission by first withdrawing the original price quote and then by resubmitting a new price quote prior to the price quote submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- K. A bidder may withdraw a price quote by, prior to price quote submission deadline, submitting a written withdrawal request to Caltrans, at cristina.martinez@dot.ca.gov, signed by the bidder or an agent authorized in accordance with **Section L**, below. A bidder may thereafter submit a new price quote prior to the price quote submittal deadline. Price quotes may not be withdrawn without cause subsequent to the price quote submittal deadline.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must also indicate the title or position that the individual holds in the firm. An unsigned price quote may be cause for bid rejection.
- M. Caltrans may modify the IFPQ prior to the date fixed for submission of price quotations by the issuance of an addendum sent to all parties who received an IFPQ package.
- N. Caltrans reserves the right to reject all price quotes for reasonable cause.
- O. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFPQ requirements.
- P. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- Q. Caltrans does not accept alternate Agreement language from a bidder. A price quote with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC 02/2025) are not negotiable.** The **GTC 02/2025** may be viewed at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

19. Evaluation and Selection

- A. At the time of quote opening, price quotes will be checked for the presence or absence of required information in conformance with the submission requirements of this IFPQ.
- B. Caltrans will check the price quote 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. Price quotes 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 price quote and meets all the specifications. A price quote meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie quote, Caltrans will draw lots to determine the successful bidder. Only one (1) price quote may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) price quote from an entity will result in all quotes from that entity being rejected and returned to the bidder.

20. Standard Conditions of Service

- A. Service shall not begin before the start date set forth in the Agreement. After all approvals have been obtained, and the Agreement is executed should Contractor fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to contractor, reserves the right to terminate the Agreement. In addition, contractor shall be liable to Caltrans for the difference between contractor's quote 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 expiration date of the Agreement.
- C. Antitrust Provisions
 - 1) Bidder offers and agrees, and will require all of his other Subcontractors and suppliers to agree, that if the bid is accepted 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 Agreement 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 or public purchasing 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, upon 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 price quote, less the expenses incurred in obtaining that portion of the recovery.
 - 3) Upon 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 (See Government Code Section 4554).
- D. If bidder is awarded Agreement and refuses to sign Agreement presented for signature within time and manner required, bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount quoted, 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 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.

21. 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.

22. 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 as a deliverable to the State; including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) Functionality of a State system,
 - b) Risk to the State, or
 - c) Contract performance.

Note: 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.

PRICE QUOTE PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1**Contractor's Name (Please Print):**

Item Number	Estimated Quantity	Unit Of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
Demolition Work – Note: All bid rates and amounts are to include all costs of labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control, disposal costs, and incidentals for this work, including but not limited to Utility, Sewer & Storage service disconnection; Permits & Approvals (including specific preparation and implementation of safety, storm water and dust control plans); Clearing of Vegetation and Improvements; Backfill of Excavations; Grading and Smoothing of Work Area; Waste Disposal and preparation of all reports requested by the Caltrans Contract Manager. Caltrans will make no payment to Contractor for any of the above items beyond the rates and amounts listed below.					
1	1	Each	Residential SFR (up to 1,800 sf living space and double attached/detached garage on up to 7,500 sf landscaped lot)	\$	\$
2	1	Each	Residential Multi-plex (up to 1,200 sf single family living area unit with dedicated double attached/detached garage/carport – no lot size limit)	\$	\$
3	2	Each	Commercial Building (up to 2,500 sf climate controlled space on up to 15,000 sf paved & landscaped lot)	\$	\$
4	2	Each	Additional landscaped lot/unimproved land (per 7,500 sf)	\$	\$
5	2	Each	Additional paved & landscaped land (per 7,500 sf)	\$	\$
6	4	Each	Additional Outbuilding (e.g., garage, shed barn) – per up to 500 sf roofed space with concrete/cement slab pad	\$	\$
7	4	Each	New Fencing (wood or vinyl-clad chain link per 500 linear feet with lockable double 6' half-section swing gate)	\$	\$
8	1	Each	Basement/Cellar (per 500 sf full-depth finished understory with cement/masonry walls and floor in work area)	\$	\$
9	1	Each	Septic System (to 1,000 gal. total capacity cement, plastic or wood holding tank(s) in work area, and leach field)	\$	\$
10	2	Each	Install Protection Fences and Canopies (fencing as required up to 100 linear feet with canopy along entire fence line)	\$	\$
11	6	Each	Vegetation Removal (trees, bushes, sod, leaves and slash – bulk in direct conflict with the demolition work, up to 20 cubic yards)	\$	\$

PRICE QUOTE PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Hazardous Material Abatement (Non-Demolition) Work – Note: All bid rates and amounts are to include all labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control, disposal costs, and incidentals for this work, including but not limited to encapsulation, Removal and Disposal of Hazardous Materials, and preparation of surveys and reports. Caltrans will make no payment to Contractor for any of the above items beyond the rates and amounts listed below.				\$	\$
12	2	Each	Friable Asbestos Containing Material (bulk, to 50 lbs at single work area) – No demolition at work area	\$	\$
13	2	Each	Non-Friable Asbestos Containing Material (bulk, to 50 lbs at single work area) – No demolition at work area	\$	\$
14	2	Each	Lead Containing Material (bulk, to 50 lbs at single work area) – No demolition at work area	\$	\$
15	2	Each	Paint, Oil & Other Petrochemicals (liquid, bulk to 50 gal. at single work area) – No demolition at work area	\$	\$
				SUBTOTAL (Line Items 1-15)	\$
				GRAND TOTAL (PAGE 1 AND 2)	\$

- 1) The above quantities are estimates only and are given as a basis for comparison of quotes. 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 time, the unit price shall prevail.
- 3) Do not alter, modify, or change this quote proposal sheet. Any alterations, modifications, or changes to this quote proposal sheet will be grounds to reject the quote.
- 4) Each line item must be quoted. Do not leave any unit price column blank or this quote proposal sheet will be deemed non-responsive.

Attachment 2 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 IFPQ Requirements and/or as listed below.

- ☐ Attachment 1 – Price Quote Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05105) [Bidder Declaration](#)
- ☐ Copy of current and valid Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)
- ☐ Non-Collusion Declaration [Non-Collusion Declaration](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (ADM-0077) [Darfur Contracting Act Certification](#)

Attachments	Attachment Name/Description
Copy(ies)	Permit with the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (Cal/OSHA)
Copy(ies)	Lead Removal Certificate for supervisor(s) and worker(s) issued by the California Department of Public Health (CDPH)
Copy(ies)	Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) issued by the California Stormwater Quality Association (CASQA)
Copy(ies)	Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV)
Copy(ies)	Hazardous Waste Transporter Registration issued from the California Department of Toxic Substances Control (DTSC)
Copy(ies)	Hazardous Materials Transportation License issued by the California Highway Patrol (CHP)
Copy(ies)	Hazardous Waste Transporter MCS-90 endorsement associated with required pollution liability insurance

Subcontractor List
In accordance with Section B Bidder's Minimum Qualifications , provide the following information:
Item 3 – Subcontractor(s) who possess a C-31 (Construction Zone Traffic Control Contractor) license with CSLB:
Name(s) License Number(s)

**Attachment 2
Required Documents**

Item 4 – Subcontractor(s) who possess a C-13 (Fencing Contractor) license with CSLB:

Name(s)

License Number(s)

Item 5 – Subcontractor(s) who possess an Asbestos (ASB) certification with CSLB:

Name(s)

Certificate Number(s)

Item 5 – Subcontractor(s) who possess an Asbestos Contractor Registration with DIR:

Name(s)

Registration Number(s)

Item 5 – Subcontractor(s) who possess a permit with DIR-Cal/OSHA:

Name(s)

Permit Number(s)

Item 5 – Subcontractor(s) who possess a Lead Removal Certificate with CDPH:

Name(s)

Item 5 – Subcontractor(s) who possess a Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) with CASQA:

Name(s)

Item 6 – Transporter subcontractor(s) who each possess all the following:

Motor Carrier Permit with CA/DMV

Name(s)

Permit Number(s)

Hazardous Waste Transporter Registration DTSC

Name(s)

Registration Number(s)

Hazardous Materials Transportation License with CHP

Name(s)

License Number(s)

Hazardous Waste Transporter MCS-90 Endorsement required with pollution liability insurance

Name(s)

**Attachment 2
Required Documents**

Item 7 – Subcontractor(s) who possess Hazardous Materials Registration with USDOT/PHMSA:

Name(s)

Registration Number(s)

Item 7 – Subcontractor(s) who possess Hazardous Materials Registration with USDOT/PHMSA:

Name(s)

Registration Number(s)

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 3
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFPQ. Please review it carefully and present any questions in writing to the contact identified for this IFPQ.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

04A7578

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 2, 2026 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE

July 1, 2028 (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	16
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	6
Exhibit E	Additional Provisions	6
Attachment 1	Price Quote Proposal ADM-1412 (to be attached upon award)	2
Attachment 2	Sample Service Request	1
Attachment 3	Bidder Declaration (GSPD-05-105) (to be attached upon award)	2
Attachment 4	Solid Waste Disposal and Recycling Report	4

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

04A7578

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

Division of Procurement and Contracts (DPAC) 1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM 10.00

PCC 10107

Exhibit A
Public Works (State)

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) Demolition and Clearance Services, hazardous material abatement services, asbestos/lead paint abatement services and Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP) services and implementation of said Plan/Program as described herein:
 - A. Contractor shall provide all labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control, disposal costs, and incidentals necessary to remove and demolish real property structures, abate all hazardous materials to include, but not limited to, friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP/WPCP and implementation of said Plan(s)/Program(s). The work shall be done in accordance with all city and county codes/regulations. The structures are to be demolished and removed out of the State right of way for Caltrans.
 - B. The work to be done in general consists of demolishing and removing structures, foundations, footings, and other improvements located in the Counties of **Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma, CA**. All demolition work will include removal of one story residence, two story residence, duplex, mobile home, apartment buildings, hotel/motel building, commercial buildings, in ground tanks, siding, concrete blocks, plants, shrubs, trees, vines, fences, walls, curbing, decks, sheds, swimming pools, spas (associated, and not associated with swimming pools), covered and uncovered patios, attached and detached garages, septic tanks and cesspools, slabs, concrete porches, loading docks, steps, footings, foundations, pipe, billboards, business signs, poles, brick, flatwork, plaster, timber, lumber, wood splinters, trash, tires, rims, debris, well abandonment, glass, light fixtures, thermostats, fluorescent light bulbs, PCB (polychlorinated biphenyl) or mercury fixtures, capping of sewer lines, abate all friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP/WPCP and implementation of said Plan/Program, as set forth herein and under the review and approval of Caltrans Contract Manager.
 - C. Caltrans does not guarantee that any of the described improvements scheduled for demolition and removal are constructed of the materials as stated herein or that they conform in any other described manner. Unless specifically stated otherwise in this Agreement, Caltrans assumes no responsibility for conditions not evident at the time of bid opening nor for subsequent change or damage of any nature to the improvements not within the control of Caltrans.
 - D. Contractor shall notify Caltrans Contract Manager, by telephone, a minimum of 24 hours prior to starting work and 24 hours prior to completion of all work. Contractor will notify Caltrans Contract Manager when all the demolition work is completed and make arrangements with Caltrans Contract Manager for a final job inspection. Caltrans shall not pay the invoice until all work is performed correctly.
 - E. Caltrans reserves the right to remove items from the improvements as deemed suitable before directing Contractor to begin demolition operations.
 - F. Contractor shall comply with Division 26 of the California Health and Safety Code and to the rules and regulations of the Air Pollution Control District having jurisdiction.
 - G. Contractor shall arrange for septic tank inspection as specified in the permit obtained from the Environmental Health Department and shall have available for review by the inspector an invoice for service indicating that the contents of the septic tank have been pumped.

Exhibit A
Public Works (State)

H. Contractor shall use its predetermined local dumpsite(s) for disposal of the demolished improvements. Contractor shall pay all disposal site charges. These charges and fees are included as part of Contractor's quote.

2. The services shall be performed at properties administered by Caltrans District 4, Right of Way Property Management and Excess Lands in the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma. These properties may include vacant and lease-occupied improved properties and structures. Performance of services may require working under or around level terrain as well as steep slopes, heights, uneven terrain, overgrown vegetation, and enclosed bridge cells, and within or around residential, agricultural, industrial and commercial structures with and without intact utility connections and generally lacking artificial climate control and drinkable water supply.
3. Any reference to Caltrans Contract Manager shall also include his/her designee.
4. This Agreement will commence on **July 02, 2026 (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 to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **July 01, 2028 (estimate)**. The routine services shall be provided during normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m., excluding State holidays. The non-routine services shall be provided on days and times specified by Caltrans Contract Manager and may take place outside the normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., and on State holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: District 04 Right of Way	Project Manager:
Caltrans Contract Manager: TBD	
Address: 111 Grand Avenue Oakland, CA 94612	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

6. Assignment of Work

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 2, Sample Service Request**.
- B. The Service Request shall include the following information:
 - 1) Agreement Number
 - 2) Service Request Number
 - 3) Date of Request

Exhibit A
Public Works (State)

- 4) Caltrans Contract Manager's name
 - 5) Prospective Date of Service
 - 6) Type of Service (routine or non-routine)
 - 7) Time of Service (day(s) and time(s))
 - 8) Location Address of service
 - 9) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**
 - 10) Signature of 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 commence routine requested services within five (5) working days of issuance of **Service Request**, and complete performance of services under that **Service Request** within 30 working days of commencement, unless additional time is authorized by Caltrans Contract Manager. For non-routine work assignments, Contractor shall be at the job site to begin work within two (2) hours after receipt of the request, and work will be completed within 24 hours of the original notification, or as specified and authorized by Caltrans Contract Manager.
- E. Each **Service Request** shall identify the approximate size of work area, deliverables, performance period, schedule, and approved costs pursuant to the rates in **Attachment 1, Price Quote Proposal**, and access issues or other information required to complete the service. This notification shall be the complete instruction and authorization for the proposed work and Contractor shall comply fully with all particulars thereof.
- F. Contractor shall only perform the work authorized in the particular **Service Request**. If non-contemplated work is required to accomplish the intent of the **Service Request**, or if any work not on the original **Service Request** is requested by a lessee of Caltrans property or others, additional authorization shall be obtained from Caltrans Contract Manager via additional or amended **Service Request** prior to starting the extra work.
- G. Failure to begin work timely, including preparation of required safety plans or storm water control documents, or to complete work in the time required shall be considered default and be grounds for termination of this Agreement pursuant to **Exhibit D, Section 2, Termination**.
- H. Contractor shall notify Caltrans Contract Manager, by telephone or email, a minimum of 24 hours prior to starting routine work and 24 hours prior to completion of all work. Contractor shall notify Caltrans Contract Manager when all demolition work is completed and make arrangements with Caltrans Contract Manager for a final job inspection. Caltrans shall not pay any invoice until all work is performed correctly.

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Public Works (State)

7. Detailed Description of Work

- A. Contractor is responsible and assures that all work performed under this Agreement will comply with all City, and Counties of **Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma** government regulations. In addition, sanitary sewer system shall be abandoned as directed by Caltrans Contract Manager and shall be in accordance with all City and County requirements, drainage, and sewer facilities regulations. Septic tank abandonment shall be subject to inspection and approval by Caltrans Contract Manager. Contractor shall notify Caltrans Contract Manager a minimum of 24 hours prior to septic tank pumping and abandonment.
- B. Following completion of any demolition work, Caltrans may excavate all or portions of the job site to confirm any buried debris. If such debris is uncovered, Contractor agrees to pay for or reimburse Caltrans the expense of the excavation work and removal of said debris.
- C. Prior to starting demolition operations, Contractor shall be responsible to ensure utility companies have disconnected and removed meters, service lines, liquefied petroleum (lp) tank, or natural gas tank. Caltrans will not be responsible for any fees or costs associated with removal and abandonment. As indicated in the specific **Service Request**, Contractor shall cap, abandon, or destroy all water wells located in the work area. Well shafts shall be backfilled according to **Section 7.L of this Exhibit A**.
- D. Contractor shall take all measures necessary to protect the public from its operations, including, but not limited to, taking all measures necessary to protect the public from abandoned, cased, or dug wells or tanks exposed by its operations. These measures shall not be less than those prescribed by local ordinances.
- E. Contractor shall fill all basements, swimming pools, in ground tanks, pits and sumps, and backfill all excavations resulting from the removal operations in accordance with the approved SWPPP/WPCP.
- F. The sites shall be graded and smoothed, so the lots will be neat, clean and in good condition and appearance. Said grading shall be completed in such a manner that natural drainage waters will not become trapped or cause ponding. Existing city streets, curbs, gutters, and adjacent sidewalks damaged by reason of Contractor's operations shall be repaired by Contractor at its own expense. Sidewalks damaged by Contractor shall be repaired either with bituminous material or with Portland cement concrete as directed by Caltrans Contract Manager. Contractor shall grade the site to a finished grade in accordance with **the approved SWPPP/WPCP** or as directed by Caltrans Contract Manager.
- G. Sale of Materials: All materials resulting from the demolition of improvements shall become the property of Contractor and Contractor shall remove said materials from the premises with its own organization. Contractor shall not dispose of the improvements or materials therefrom by sale, gift, or in any manner whatsoever to the general public at the site; provided, however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials at the site to properly licensed Contractors or material men, provided that the materials are removed by Contractor. Removal of buildings as a unit, or in sections capable of reassembly as a structure, is expressly prohibited. In no case shall Contractor engage in any solicitation of business which might subject Caltrans to any liability, i.e., selling salvage on site.

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- H. Protection Fences and Canopies: Prior to starting demolition operations, Contractor shall erect protection fences and canopies as required by the local building code. Said protection fences shall be constructed of three-eighths (3/8") or one-half inch (1/2") plywood with studs spaced not more than four feet (4') on center provided that a two-inch by four-inch (2" x 4") stiffener is placed horizontally at the mid-height when the stud spacing exceeds two feet (2') on center. Said protection fences and canopies shall be painted with one coat of white or gray outside paint and shall be kept free of advertising posters at all times.
- 1) Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway shall be one-half as wide as the sidewalk but shall be not less than three feet (3') wide and need not be more than six feet (6') wide. The required width of the walkway shall be unobstructed.
 - 2) Unless otherwise required by local building code, a protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the building being demolished.
 - 3) A heavy-duty protection canopy shall be provided in addition to the protection fence when the distance from the public way to the building being demolished is less than one-fourth the height of the building or as required by local building code. Said canopy shall be subject to the approval of Caltrans Contract Manager.
- I. Existing Perimeter Fences: Contractor shall not remove fencing adjoining occupied improvements. All existing perimeter fences are to remain undamaged and structurally supported, unless otherwise instructed by Caltrans Contract Manager. Contractor shall be responsible for replacing any fences that were in good standing prior to demolition but were damaged or removed without prior written authorization of Caltrans Contract Manager during demolition.
- J. New Fences and Access Gates: New perimeter or other fences and gates shall be constructed and installed at work areas as directed in the specific **Service Request**, and in accordance with the following specifications.
- 1) Wooden Fences: Wooden fences shall be constructed in accordance with the following specifications. The posts shall have a maximum spacing of 10 feet center to center. Posts shall be "Economy" grade or better and rails and braces shall be "Utility" grade or better Douglas fir conforming to the rules adopted by the West Coast Lumber Inspection Bureau or the current standard grading rules adopted by the Western Wood Products Association. In place of new material, Contractor may use sound salvaged lumber equal to the grades specified, as determined by Caltrans Contract Manager. The portion of the fence above ground shall be either painted or stained. Painting shall consist of one coat of outside white paint. The paint or stain to be used shall be approved by Caltrans Contract Manager prior to application.
 - 2) Chain Link Fences. Posts shall have a maximum spacing of 10 feet on center. Chain link material shall be six (6) feet tall and slated or vinyl clad as indicated in the specific **Service Request**.
 - 3) Unless otherwise directed by Caltrans Contract Manager, gates shall be double swing gates with a full range of motion on dual hinges for both gate halves and a central attached anchor post, which may be locked by padlock. Gates shall match the adjacent fence material (e.g., slated chain link, wood) and height, and shall be of horizontal dimensions described in the

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specific **Service Request**. Gate posts shall be of sufficient strength and adequately anchored to bear the full weight of the gate independent of the surrounding fencing.

- K. **Excavation and Grading:** Contractor shall do all excavating, grading, or filling necessary to accomplish the demolition and removal of improvements, or to obtain the rough and finish grades listed in the specific Service Request or established by Caltrans Contract Manager. Excavations shall be made for all footings, piers, foundation walls, curbs, and retaining walls or underground fixtures of any kind, and trenches shall be excavated for all underground pipelines. All excavations and trenches shall be cut true to the lines and grades shown on the plans or established by the engineer. In no case shall foundations or footings rest on filled or otherwise unstable ground. Should this condition be encountered, Contractor shall carry all excavations to a solid bearing. Where necessary, the area under a building shall be excavated to provide the proper clearance as indicated in the Service Request, or as may be required by local building ordinances. Any excess material resulting from excavation or grading operations shall be removed and disposed of by Contractor. During excavation or grading work under this Agreement, Contractor shall not disturb identified capped wells or footings or foundation materials not indicated as demolition structures in the **Service Request**. In all cases, Contractor shall provide adequate lateral support for adjoining buildings and shall conduct removal operations in a manner that will not interfere with the use and occupancy of said adjoining buildings.
- L. **Backfill:**
- 1) In order to safeguard the public from basement excavations, swimming pool removal, in ground tank removal, holes, or vertical drops exposed or produced by its operations, Contractor shall backfill such excavations, holes, or drops. Backfill shall be made with clean earth consisting of alluvium, decomposed granite, loam, or sand. No material containing adobe or other substances, which would swell or contract with the addition of water or containing debris or large rocks will be accepted. Backfill, within the limits of the State highway right of way, shall be completed to the surface of the ground and unless otherwise specified shall be placed in horizontal uniform layers not to exceed 8 inches in thickness, before compaction. Each layer shall be well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90 percent is secured as determined by California Test 216 or 231. All other backfill or all backfill if specified in the **Service Request**, may be placed in 12-inch-thick horizontal layers, and each layer shall be thoroughly compacted to equal compaction of the surrounding ground, unless a greater amount of compaction is specified. No fill, or backfill, shall be placed against new concrete walls or piers until such time as the concrete has developed sufficient strength to withstand the load. No puddling or backfilling shall be done without specified authorization of Caltrans Contract Manager. Contractor shall make the arrangements for securing suitable fill materials. Any excavation or hole having an impervious bottom, such as concrete or masonry, shall have such bottom broken or shattered to allow drainage therefrom before backfilling or fencing operations commence. These excavations will be inspected by Caltrans Contract Manager prior to placing of backfill and Contractor shall give Caltrans Contract Manager a minimum of one (1) working days' notice prior to commencing backfill operations.
 - 2) Any backfill performed by Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in **Item R, "Removal of Rejected and Unauthorized Work"**, below. Existing underground vaults, sumps, pits, cesspools, septic tanks, wells, or other excavations not specifically listed but which occur

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within the limits of work shall be filled as specified in this item except all material used to fill these underground cavities shall be sand. Unless specified to remain, underground tanks shall be removed. Contractor shall make the arrangements for securing acceptable sand. These underground cavities shall be inspected by Caltrans Contract Manager prior to placing of backfill, and Contractor shall give Caltrans Contract Manager a minimum of one (1) working days' notice prior to commencing backfill operations. Any backfill performed by Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in **Item R, "Removal of Rejected and Unauthorized Work"**, below.

- 3) Removal, backfill and grading of basements - the unit quotation includes compensation for backfill materials as specified in **Exhibit A** of this Agreement and removal and disposal of all the following, at the discretion of, and as designated by Caltrans Contract Manager: basement with walls, floors, and footings.
- M. Damages: In all cases, Contractor shall provide adequate lateral support for adjoining buildings and shall conduct removal operations in a manner that will not interfere with the use and occupancy of said adjoining buildings. It shall be Contractor's responsibility to maintain utility service lines (gas, water, electricity, and sewers) to other buildings. In the event Contractor's removal operations damage or destroy such service lines, at Contractor's sole expense, Contractor shall immediately replace them. Contractor will be held responsible for damage to any buildings, fences, structures, trees, shrubs, other items, or public property not mentioned as items to be demolished or removed under a specific **Service Request**.
- N. Disconnection of Services: Before the improvements are removed, all services shall be disconnected. Ends of utility services shall be properly capped at point of disconnection and marked for future location. Contractor shall plug all sewer lines or laterals at the property line in a manner satisfactory to the building inspection department having control over the area. Any sewer openings or breaks exposed during the removal operations shall be suitably plugged immediately. All plumbing and electrical work required by openings or breaks caused by demolition, shall be done in a first-class workmanlike manner. Workmanship and materials shall comply in every way with all applicable building, health, and safety ordinances. Existing materials may be salvaged and reused, subject to the approval of Caltrans Contract Manager, unless otherwise prohibited by ordinance. New materials shall be at least equivalent in size and quality to those existing.
- O. Concrete and Debris Removal: Contractor shall break up concrete floors of basements and fill and compact with suitable earth material as per **Section 11**, unless otherwise instructed in the specific **Service Request**. Contractor shall remove and dispose of all other concrete or masonry, including concrete footings, basement walls two (2) feet below adjoining grade, flatwork, and miscellaneous rubble. Likewise, all brick, plaster, lumber, wood splinters and other debris including uprooted trees and shrubs shall be removed from the site and disposed of by Contractor.
- P. Dust Control: Contractor shall provide dust control during demolition loading. Water, dust palliative or hydroseed mix (seed blend and fertilizer/adhesive slurry applied by hose) shall be applied as required by the specified storm water control document or ordered by Caltrans Contract Manager for the alleviation or prevention of dust nuisance. No separate payment will be made for any work performed or material used to control dust resulting from Contractor's performance of the work, either inside or outside the right of way. Payment for such dust control

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shall be in accordance with the rates in **Attachment 1, Price Quote Proposal** for the various items of work involved.

- Q. Non-Potable Water: Water for use in the work shall, at the option of Contractor be potable or non-potable. Non-potable water shall consist of reclaimed wastewater or non-potable water developed from other sources.
- 1) If Contractor uses reclaimed wastewater in the work, the sources and discharge of reclaimed wastewater shall meet the California State Water Resources Control Board (SWRCB) water reclamation criteria and the Regional Water Quality Control Board requirements. Contractor shall obtain either a wastewater discharge permit or a waiver from the Regional Water Quality Control Board. Copies of the permits or waivers from the Regional Water Quality Control Board shall be delivered to Caltrans Contract Manager before using reclaimed wastewater in the work.
 - 2) Non-potable water, if used, shall not be conveyed in tanks or drainpipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and any other conveyances of non-potable water shall be labeled: NON-POTABLE WATER-DO NOT DRINK. Payment for water used in this Agreement shall be in accordance with the rates in **Attachment 1, Price Quote Proposal** for the various items of work involved.
- R. Removal of Rejected and Unauthorized Work
- 1) All work which has been rejected shall be remedied or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial work.
 - 2) Any work done beyond the lines and grades shown on the plans or established by Caltrans Contract Manager, or any extra work done without written authority 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.
 - 3) Upon failure of Contractor to comply promptly with any order of Caltrans Contract Manager made under this item, Caltrans may require rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due Contractor.
- S. Plants, Shrubs, Vines, and Trees: Contractor shall remove plants, shrubs, vines, and trees, as designated and approved by Caltrans Contract Manager. Due care shall be exercised by Contractor to avoid damage to remaining plants, shrubs and trees that are not to be removed. If such remaining plants, shrubs or trees are damaged by Contractor, then Caltrans Contract Manager may require Contractor to replace, restore or remove the damaged plant, shrub or tree, and Contractor shall do so at Contractor's sole expense. Any tree removal shall include removing the major stump/root ball and backfilling the resulting excavation.
- T. Grinding of demolished materials can take place on the site as long as the materials are hauled away, and the grinding is permitted by local ordinances. The cleaning of brick or other processing of salvage material on the site is prohibited.

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U. Stormwater Pollution Control

- 1) Contractor shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges and will be responsible for all applicable permits in effect at the time the agreement is undertaken, including, but not limited to:
 - a) National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction),
 - b) NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities and the Caltrans Municipal Separate Storm Sewer System NPDES Permit.
 - c) Permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the SWRCB website at <https://www.waterboards.ca.gov/> under Stormwater.
- 2) Contractor shall implement and maintain the Best Management Practices (BMPs). The BMPs shall identify any other potential sources of storm water and non-storm water pollution resulting from Contractor's activities on the premises.
- 3) For any activities conducted on the project limits, Contractor shall develop, implement, and maintain a SWPPP covering those activities. Information on the General Industrial Permit is electronically available at the SWRCB web site:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml. Contractor will address storm water and water quality protection by implementing appropriate BMPs described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to Caltrans Contract Manager.
- 4) Contractor is solely responsible for compliance with the General Industrial Permit and shall also provide, to Caltrans Contract Manager, a copy of the following:
 - a) Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB
 - b) Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number
 - c) Notice of Termination (NOT), if applicable
- 5) Within 15 working days of issuance of the Notice to Proceed (NTP), Contractor shall provide a copy of the completed SWPPP and any other pertinent documentation to the Caltrans Office of Environmental Engineering (OEE). Caltrans Contract Manager will provide Contractor with the OEE contact information. OEE will have seven (7) working days to review the SWPPP. If revisions are required, as determined by OEE, Contractor will revise and resubmit these documents within seven (7) working days of receipt of the OEE's comments. OEE will have seven (7) working days to review and approve these documents. Except for work that does not have the potential to cause water pollution as determined by Caltrans Contract Manager, Contractor shall not begin demolition work under the Agreement

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prior to the approval of the SWPPP by OEE. Contractor must conform to the requirements in the Caltrans Storm Water Quality Handbooks for preparation of SWPPP. Copies of these manuals can be obtained from the Caltrans website at

<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control>.

- 6) Payment for work under this Agreement shall not be made until Caltrans Contract Manager has inspected the site and determined that Contractor has complied with all the required provisions of the SWPPP. Upon such completion and acceptance, Caltrans will be responsible for maintaining post-contract storm water pollution control measures. Water pollution control work shall conform to the provisions in the approved SWPPP.

V. Traffic Control

Traffic control shall be performed on a case-by-case basis per demolition, in accordance with all laws and local regulations, and as designated and approved by Caltrans Contract Manager.

8. Hazardous Materials Survey

- A. **Hazardous Materials Survey** – A Hazardous Materials Survey containing comprehensive reports and diagrams of Asbestos Containing Material (ACM) Lead-based Paint (LBP) and other lead containing material located at each work area (Survey Report) shall be provided by Caltrans Contract Manager.
- B. Asbestos-related work shall be performed by a properly licensed Asbestos Abatement Contractor or subcontractor, certified by Contractors State License Board and registered with the Department of Industrial Relations (DIR), Cal/OSHA. Contractor or subcontractor must also be certified and registered pursuant to Business and Professions Code Section 7058 and Section 6501.5 of the Labor Code. Contractor performing any asbestos abatement work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work.
- C. Lead abatement work shall be performed by a person certified by CDPH as a lead supervisor or a lead worker under the direction of a lead supervisor pursuant to Title 17 of the California Code of Regulations, Sections 35001 et seq. If lead abatement is required, Contractor or subcontractor shall provide proof of such certification at the time the lead abatement plan is submitted to Caltrans Contract Manager. Proof that the lead abatement plan has been prepared by a person who is properly certified by CDPH shall also be provided to Caltrans Contract Manager at the same time. Contractor performing any lead abatement work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for lead-based paint abatement work.
- D. All work shall conform to all Federal, State, and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, hauling of friable and non-friable asbestos, and Contractor shall supply copies of information on all applicable licenses, permits and notifications required by applicable laws and regulations.
- E. Applicable regulations include, but are not limited to, the following:
- 1) California Health and Safety Code, Division 20, Chapter 6.5 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
 - 2) California Code of Regulations, Title 8, General Industry Safety Order 5208, Asbestos.

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- 3) Code of Federal Regulations, Title 29, Part 26, Occupational Safety and Health Administration.
- 4) Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
- 5) Local Air Pollution Control District Regulations.
- 6) Code of Federal Regulations, Title 40, Part 61, Subpart M, National Emission Standard for Asbestos.
- F. Contractor performing the asbestos and/or lead-based paint abatement work shall provide Caltrans Contract Manager with copies of all documents required for the asbestos or lead-based paint abatement work and a certification at the conclusion of the asbestos and/or lead-based paint removal and disposal that all work was completed in accordance with the appropriate laws, regulations, and permits.
- G. Compensation for the work of encapsulating, removing, and disposing of materials containing friable and/or non-friable asbestos on the areas which are shown on the Hazardous Material Survey. **See Attachment 1, Price Quote Proposal.**
- H. If Contractor discovers any asbestos or lead-based paint containing material not noted in the report provided by Caltrans, Contractor must **stop work**. Said materials will be removed only after approval in writing by Caltrans Contract Manager and Contractor will be reimbursed at the rates listed in **Attachment 1, Price Quote Proposal.**

9. Debris

- A. Debris shall not be disposed of within the State right of way. Contractor shall make arrangements for disposal outside the State right of way area.
- B. Contractor authorizes Caltrans to remove partially demolished structures and/or piles of debris that remain for a period of more than three (3) working days. The removal work shall be done by Caltrans hazardous removal contractor and the cost shall be deducted from monies due or to become due to Contractor. This work may be performed without prior notification to Contractor.
- C. Debris to be removed from the site includes all glass. Materials to be disposed of shall not be burned either inside or outside the State right of way.

10. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials during the demolition and removal process that has not been identified in the **Hazardous Materials Survey(s)**, Contractor shall **stop work immediately**. Contractor shall verbally notify Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. Once notified, Caltrans Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint, or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.

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- D. Should it become necessary to cancel the work request, Contractor shall be compensated only for work completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- E. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint, or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to Contractor for all actual damages resulting.

11. Asbestos

- A. Encapsulating Asbestos: This work shall consist of sealing and taking precautions to minimize breakage or disturbance of ACM and laying new non-containing asbestos material on top of the ACM.
- B. Removal and Disposal of Asbestos
 - 1) The removal of asbestos shall be accomplished as required by law and copies of permits shall be given to Caltrans Contract Manager. All waste generated must be disposed of in an approved hazardous waste site and transported by licensed hazardous waste hauler. All removal and disposal shall meet all state and federal codes and requirements. Contractor shall comply with applicable portions of the California Code of Regulations. **Contractor shall pay any and all disposal site charges. See Attachment 1, Price Quote Proposal.**
 - 2) This work shall consist of removing and disposing of materials containing friable and/or non-friable asbestos prior to the rehabilitation of Caltrans-owned improvements. Contractor performing any asbestos work shall obtain all necessary licenses, permits, certification, and other documents needed for this work. Compensation for compliance with these requirements. See **Attachment 1, Price Quote Proposal.**
 - 3) Contractor performing any asbestos work shall prepare a plan presenting the methods for encapsulating, removing, handling, transporting, and disposing of friable or non-friable asbestos.
- C. Friable Asbestos
 - 1) The plans for friable asbestos must be approved by the Local Air Quality Management District prior to submittal to Caltrans Contract Manager. Plans must be submitted to Caltrans Contract Manager seven (7) working days prior to the start of work. The plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.
 - 2) Contractor performing the asbestos work shall retain and maintain all records required for asbestos abatement work. Contractor shall provide Caltrans Contract Manager with copies of all documents required for the asbestos abatement work and a certification of Contractor performing the asbestos work at the conclusion of the asbestos removal and disposal that all work was completed in accordance with the appropriate laws, regulations, and permits.
 - 3) Contractor shall use a California Uniform Hazardous Manifest, which will be signed by Caltrans Contract Manager.
 - 4) Contractor shall use hazardous waste haulers having current registration with the California Department of Toxic Substances Control (DTSC) and shall have a US EPA Identification Number (US EPA ID Number).

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- 5) Caltrans will supply the EPA Generator Number to Contractor for the disposal of friable asbestos.
- 6) All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.
- 7) Friable asbestos containerized for transportation to the disposal site shall be appropriately labeled.
- 8) Disposal of friable asbestos shall be at a legally authorized waste disposal facility. Contractor shall pay all disposal site charges.

D. Non-Friable Asbestos:

- 1) Non-friable asbestos containing material waste is to be considered hazardous waste. Contractor shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed, and it is not physically altered or powdered to result in the release of free asbestos fibers.
- 2) An EPA Generator Number is not required for non-friable asbestos.
- 3) Non-friable asbestos shall be placed into appropriate containers and suitably covered.
- 4) Disposal of the non-friable asbestos shall be done at a legally approved disposal facility. Contractor shall pay any disposal site charges. See **Attachment 1, Price Quote Proposal**.

12. Lead-Based Paint

- A. The removal of lead-based paint shall be accomplished as required by law and copies of permits shall be given to Caltrans Contract Manager. All waste generated must be disposed of in an approved hazardous waste site and transported by licensed hazardous waste hauler. All removal and disposal shall meet all State and Federal codes and requirements. Contractor shall comply with applicable portions of the California Code of Regulations. Contractor shall pay any and all disposal site charges. See **Attachment 1, Price Quote Proposal**.
- B. This work shall consist of removing and disposing of materials containing lead-based paint prior to the rehabilitation of the State-owned improvements. Contractor performing any asbestos work shall obtain all necessary licenses, permits, certification, and other documents needed for this work. See **Attachment 1, Price Quote Proposal**.
- C. Required work as stipulated in this Agreement shall comply with all rules and regulations and laws in the County and State that work is to be performed.
- D. Abatement of lead-based paint shall only be done in accordance with guidelines and regulations established by National Institute for Occupational Safety and Health (NIOSH), Cal/OSHA, US EPA, National Emission Standards for Hazardous Air Pollutants (NESHAP), and Housing Urban Development (HUD) Guidelines for Evaluation and Control of Lead Based Paint (Hazards in Housing).
- E. Any inconclusive test results from Caltrans furnished Hazardous Materials Survey Report shall be handled and properly disposed of and treated as possible lead-based paint.
- F. Contractor performing any lead-based paint work shall prepare a plan presenting the methods for encapsulating, removing, handling, transporting, and disposing of lead-based paint.

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13. Final Clearance Report

- A. A final clearance report shall be conducted after all hazardous containing material has been removed, in accordance with all rules, regulations, and laws that are pertinent in the State of California.
- B. The final clearance report shall include asbestos and lead-based paint survey(s) to confirm that all the asbestos and lead-based paint containing materials have been removed. Inspection of all areas where asbestos was encapsulated shall be made. Bulk material samples, personal samples, and air samples are to be taken in order to assess asbestos hazards at the site after removal.
- C. Air samples shall be taken to determine if asbestos is present in the air. Analysis shall be performed by an American Industrial Hygiene Association accredited laboratory for asbestos analysis.
- D. Additional asbestos removal work that would be performed based upon the results of the post sampling test shall be considered as part of the bid for removal of asbestos containing material and no additional compensation will be allowed for that work.

14. Contractor Responsibilities

- A. Contractor shall ensure only qualified and competent employee(s) 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), invitee(s), and/or to the general public, and shall avoid causing any unreasonable inconvenience to any person doing business on Caltrans property.
- B. Contractor shall comply with all applicable Federal, State, county, city, and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operations create a condition hazardous to the Caltrans property occupants or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. Contractor shall obtain and pay all permits and licenses, registrations, and certificates required by local ordinances.
- E. Contractor shall take all necessary precautions to prevent injury or hazards to Caltrans employees and invitees.

15. Caltrans Standards

Work is subject to inspection and acceptance by Caltrans Contract Manager. Any work that needs correction shall be at Contractor's sole cost and expense. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Section 2**.

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16. Stop Work Order

If at any time Caltrans determines work practices violate Scope of Work, State, Federal, or local regulations to the extent of potential endangerment of building users, workers, State employees or the public, Caltrans Contract Manager will notify Contractor or the job supervisor on site (followed up in writing) that operations shall cease until corrective action is taken by Contractor. Contractor shall immediately take such corrective action before proceeding with work. Loss or damage due to Stop Work Order(s) shall be Contractor's responsibility. A Stop Work Order, issued by State, shall become effective immediately.

If at any time Contractor is required to stop or restart work (abatement or demolition) due to delay caused by Caltrans, Contractor can request Remobilization.

17. Completion, Inspection, and Liquidated Damages

- A. It is Contractor's responsibility to notify Caltrans' Contract Manager to have work inspected and approved.
- B. Contractor shall begin work by the date specified in the Notice to Proceed informing him that the Agreement has been approved and shall diligently prosecute the work, so the work shall be completed before the expiration dates as stipulated in this Agreement.
- C. Contractor shall pay the State of California \$1,000.00 as liquidated damages for each and every calendar day delay in finishing the work as stipulated in this Agreement.
- D. Any penalties prescribed herein, should Contractor fail to commence work within five (5) working days after notification of the start date, or suspend work for a period of five (5) working days after notification of the start date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) 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 penalties of \$5,000.00 assessed for administrative costs for rebidding the work.
- E. Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by another Contractor.

18. Workmanship

- A. Workmanship shall conform to the commercially reasonable standards of the industry and shall be in conformance with the building codes of the State, County, and City in which the work is being done; copies of any required building permits shall be submitted to Caltrans Contract Manager with Contractor's invoice(s).
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of Contractor's operation, they shall be restored at Contractor's sole expense.
- C. Contractor shall notify Caltrans Contract Manager of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced or shall be as directed by Caltrans Contract Manager.
- D. Any work judged unsatisfactory by Caltrans Contract Manager shall be redone at the Contractor's sole expense.

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19. Final Cleanup

Contractor shall leave each work site in a neat and clean condition. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site at no additional cost to the State.

20. Solid Waste Disposal and Recycling Report

- A. This work shall consist of reporting disposal and recycling of construction solid waste, as specified below. For the purposes of this section, solid waste includes construction and demolition waste debris, but not hazardous waste. Following disposal of materials resulting from the demolition work, Contractor shall complete and certify a Solid Waste Disposal and Recycling Report (CEM-4401), see **Attachment 4, Solid Waste Disposal and Recycling Report**, quantifying solid waste generated by the work performed and disposed of in Class 3 Landfills or recycled. The amount and type of solid waste disposed of or recycled shall be reported in either tons or cubic yards.
- B. Payment for work done under this Agreement shall not be made until Caltrans Contract Manager has received a completed CEM-4401 certified by Contractor.
- C. Full compensation for preparing and submitting the CEM-4401 shall be considered as included in the Agreement price for the various items of work and no additional compensation will be allowed.

21. 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 **Price Quote Proposal, Attachment 1**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be submitted showing the Service Request for each billable increment. When Service Requests are assigned, the appropriate Service Request element(s) will be identified by Caltrans Contract Manager.
- C. Each invoice shall include:
 - 1) Agreement Number **04A7578**
 - 2) Service Request Number
 - 3) Dates of Service
 - 4) Location of Service
 - 5) Description of Work Performed
 - 6) Copy(ies) of Service Requests
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 4/ Right of Way
Attention: TBD
111 Grand Avenue
Oakland, CA 94612
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by 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.

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- 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 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. Excise Tax

State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

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>.

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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.
- 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.

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- 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.
- 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

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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 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.

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Public Works—State

- 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 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>.

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- 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

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 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

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Public Works—State

Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- 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 3**.
- C. Contractor may only subcontract portions of the work to a qualified DGS-Certified Small Business (SB)/Micro Business (MB) or Disabled Veteran Business Enterprise (DVBE), with the same status of Contractor. No work may be subcontracted to any business not certified as a SB/MB or DVBE by DGS. Contractor must ensure that the Subcontractor(s) is/are DGS certified SB/MB or DVBE and have all necessary licenses, permits, certifications and/or equivalent to accomplish its portion of the work. Failure of a Subcontractor(s) to have the proper licenses, permits, certifications and/or equivalent, including the DGS SB/MB or DVBE Certification, may be cause for termination per Exhibit D, **Item 2 above**.
- D. 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.
- E. 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. Payment to Subcontractor

- A. Contractor shall pay its Subcontractors within seven (7) calendar days from receipt of each payment made to Contractor by the State.
- B. Contractor shall return all moneys withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or Subcontractor in the event of a dispute involving late payment or non-payment to Contractor or deficient subcontract performance or noncompliance by a Subcontractor.

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6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. 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) ([DVBE Utilization Report](#)) to Caltrans Contract Manager with each invoice.
- B. 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.
- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

7. 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) ([DVBE Utilization Report](#)) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Not Required)

Caltrans has not established a DVBE participation requirement for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of work become available.

9. Non-Solicitation

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

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Public Works–State

10. 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.

11. 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.

12. 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.

13. 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,

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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.

14. 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.

15. 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.

16. 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 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.

17. 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.

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18. Exclusion of Retention

- A. In conformance with Public Contract Code Section 7200(b), in subcontracts between Contractor and a Subcontractor and in subcontracts between a Subcontractor and any Subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in Public Contract Code Section 7200(c), shall not apply. At the option of Contractor, Subcontractor(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

19. Air or Water Pollution Violation

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

20. 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.

21. 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.

22. 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.

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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 30 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 04A7578, and evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Department of General Services, Office of Risk and Insurance Management (ORIM), and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract should contractor fail to comply with these provisions.
- 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

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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.

- 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** per incident and an annual aggregate amount of **\$2,000,000** 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.

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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.

3. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess:
 - 1) **Class A (General Engineering Contractor), C-21 (Building Moving/Demolition Contractor)** licenses, and **Hazardous Substance Removal (HAZ) Certification**, or
 - 2) **Class B (General Building Contractor), C-21 (Building Moving/Demolition Contractor)** licenses, and **Hazardous Substance Removal (HAZ) Certification** issued by the California Contractors State License Board (CSLB).
- B. Contractor or its Subcontractor shall possess a **C-22 (Asbestos Abatement Contractor)** license, issued by the CSLB.
- C. Subcontractor shall possess a **C-31 (Construction Zone Traffic Control Contractor)** license issued by CSLB.
- D. Contractor or its Subcontractor shall possess the following certifications/licenses:
 - 1) **C-13 (Fencing Contractor)** license for the required fencing work
 - 2) **Asbestos Removal Certification (ASB)** issued by CSLB
 - 3) **Asbestos Contractor Registration** with the Department of Industrial Relations (DIR).
 - 4) Permit from the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (Cal/OSHA)
 - 3) Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) issued by the California Stormwater Quality Association (CASQA)
 - 4) Lead removal certificates for supervisor and worker issued by the California Department of Public Health (CDPH)
 - 5) Hazardous Waste Transporter Registration issued by the Department of Toxic Substances Control
 - 6) Hazardous Materials Transportation License issued by the California Highway Patrol (CHP)
 - 7) Hazardous Waste Transporter MCS-90 Endorsement associated with required pollution liability insurance
 - 8) Hazardous Materials Registration issued by the United States (US) Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA)

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- E. 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.
- F. 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.
- G. 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.
- H. 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 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. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles 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 the required MCP(s).

Exhibit E
Public Works–State

- B. The MCP(s) required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with 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).

6. 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.

7. 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.

8. State-Owned Data–Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

Exhibit E
Public Works–State

- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

9. Interfacing with Pedestrian and 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.

10. Small Business or Disabled Veteran Business Enterprise Certification

- A. Contractor shall maintain its status as a Department of General Services (DGS) certified Small Business (SB)/Microbusiness (MB)/Small Business for the purpose of public works (SB-PW), or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.
- B. Subcontractors must also maintain their certification with the DGS OSDS as a SB/MB/SB-PW or DVBE, as applicable, for the duration of this Agreement.

11. 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.

SAMPLE SERVICE REQUEST

Service Request Number:		Agreement Number: 04A7578		Date Issued:	
Project Title:					
Contractor:			Project Manager/Designee:		Phone Number:
Caltrans Contract Manager:			Email:		Phone Number:
Approved Work Start Date:		Estimated Work Finish Date:		Agreement Expiration Date:	
Service Location(s):			Type of Service: ☐ Routine ☐ Non-Routine		
NO SERVICE REQUEST SHALL EXTEND BEYOND AGREEMENT EXPIRATION DATE					
Scope of Services:* (Include Service Request scope of work, expected deliverables and results, and an overview of estimated cost calculations using Attachment 1, Bid Proposal Units of Measure and Unit Prices)					
Report(s)*: ☐ Yes ☐ No *Shall be in accordance with Exhibit A of Agreement					
Cost:	Total estimated amount of this Service Request:				\$
	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 Attachment 1, Bid Proposal				
Approval Signatures: I certify this Service Request complies with the provisions of Agreement Number 04A7578 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 04A7578 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 04A7578 shall be in full force and effect. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CONTRACTOR					
Signature		Date		Signature	
				Date	

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Construction, Office of Construction Standards.

Title of Official Responsible for Information Maintenance:

For more information, please contact the office chief for the Office of Construction Standards at (916) 654-2852, in writing at the California Department of Transportation, Office of Construction Standards, 1120 N Street, MS-44, Sacramento, CA 95814, or by email at Construction.Publications@dot.ca.gov.

Maintenance of the Information Authorized By:

Caltrans Material Plant Quality Program Manual.

Consequences of Not Providing All or Any Part of the Requested Information:

Disclosure of this information is mandatory according to the contract agreement to proceed with the project. Provide information to assure the project is done in a timely manner and to avoid liquidated damages.

Principal Purpose(s) for Which the Information Will Be Used:

The information is collected on this form in order for Caltrans to be able to contact the individual with any questions or concerns regarding construction of the specific project and to assure that the contract is being followed.

Known Disclosures:

The information may be disclosed to authorized California Department of Transportation employees in the project's construction office, and the information will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified on this form.

1	Project Name			Type of Work			Ongoing Report ☐		Final Annual Report ☐	
	Contract Number		County/Route/Postmile		Report for Calendar Year _____			Separate reports needed for each calendar year.		
	Contractor Name				Phone Number			Fax Number		
	Street Address				City, State, Zip					
	Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.									
Contractor Representative's Signature				Contractor Representative (Print Name and Title)				Date of Report		
2	NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY (OR ENTER "REUSED" FOR MATERIALS GENERATED AND REUSED ON THIS JOB)			CHECK IF LANDFILL	CHECK IF RECYCLER	TYPE OF MATERIAL (see NOTE) Enter a letter for each type on a separate line: A = Asphalt Concrete C = Concrete M = Metal D = Mixed Debris W = Wood/Cleared Vegetation O = Other—please describe	TYPE OF ACTIVITY Enter one activity per line: 1 = Source - Separated Materials Recycling 2 = Onsite Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer to Station 6 = Other—please describe	AMOUNT TAKEN TO LANDFILL (TONS)	AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (TONS)	AMOUNT GENERATED AND THEN REUSED ON THIS JOB (TONS)
NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.										
Describe the other types of material, if applicable:										
Describe the other types of activity, if applicable:										
COPY DISTRIBUTION: Original - resident engineer Copy - district Construction office Copy - district recycling coordinator https://dot.ca.gov/programs/design/lap-landscape-design-recon-dist_recyc_coord										

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

3	I have reviewed the information submitted in this report for completeness.	
	Resident Engineer's Name (Please Print)	Phone Number
	Resident Engineer's Signature	Date

SOLID WASTE DISPOSAL AND RECYCLING REPORT

CEM-4401 (REV 01/2025)

Attachment 4

INSTRUCTIONS**Section 1: To be completed by the contractor****Project Name:** Give a brief description of the project, for example, "Route 1 widening in Fort Bragg, CA"**Type of Work:** Enter a general work description, for example, "asphalt grinding"**Ongoing Report:** Checking this box means this is an annual report for a continuing project. More reports will follow this one.**Final Annual Report:** Checking this box means this report is for the calendar year of contract acceptance.**Contract Number:** Enter district expenditure authorization**County/Route/Postmile:** Enter County/Route/Postmile**Report for Calendar Year:** The calendar year for which data was collected—January 1 through December 31. Note: This report is an annual report. A separate report is needed for each calendar year.**Company Information:** Contractor Name, Phone Number, Fax Number, Street Address, City, State and Zip**Contractor Certification:** I certify under penalty of perjury that the information provided in this form is complete and accurate.

Contractor should verify the data entered on this form, then sign the report and print your name, title, and date.

Return this report to the resident engineer by January 15 of each calendar year or within 15 days of contract acceptance.

Section 2: To be completed by the contractor

To count towards diversion, "solid waste" is defined as including any solid waste which would normally be disposed of at a disposal facility (Public Resources Code Section 41781 (b)).

NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.**NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY (or enter "Reused" for materials generated and reused on this job)**Each address should be checked as either a landfill or a recycler. When using a recycling facility that exists inside a landfill, check the recycler and do not check the landfill. When the solid waste is generated and reused on the job, the word "Reused" should be entered in place of the address.**TYPE OF MATERIAL** Enter a letter for each type on a separate line:

A = Asphalt Concrete, C = Concrete, M = Metal, D = Mixed Debris, W = Wood/Cleared Vegetation, O = Other

When "Other" is selected, describe the material in the field appearing after the table.

TYPE OF ACTIVITY Enter a number for each activity—one for each line:

1 = Source-Separated Materials Recycling, 2 = On-Site Reuse, 3 = Mixed Debris Recycling, 4 = Reuse of Salvageable Items,

5 = Disposal at Landfill or Transfer to Station, 6 = Other—When "Other" is selected, describe the activity in the field appearing after the table.

AMOUNT TAKEN TO LANDFILL (Tons): Enter the amount of solid waste generated on this project and taken to a landfill, in tons.**AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (Tons):** Enter the amount of solid waste that is generated on this project and taken to a recycling facility, in tons.

Solid waste from this job that is used in other projects, given to other agencies, such as the county or city, or given to private individuals for reuse, will be entered as taken to a recycling facility. In this case, check the activity as "Other" and describe who gets the solid waste in the row for other activity, for example, "given to the county, city, or developer."

AMOUNT GENERATED AND THEN REUSED ON THIS JOB (Tons): Enter the amount of solid waste that is generated on this project and then reused, in tons.

TOTAL SOLID WASTE FROM EACH JOB SHOULD APPROXIMATE THE SUM OF THE THREE QUANTITIES ABOVE.

Some volume to weight conversions may be needed to calculate weights. These conversion factors may be found at the California Resources Recycling and Recovery—CalRecycle website at: <https://calrecycle.ca.gov/>.**Section 3: To be completed by the resident engineer****I have reviewed the information submitted in this report for completeness.**

Resident engineer, please review the report. If the form is complete, sign and print your name, phone number, and date.

Discuss and resolve any deficiency on the form with the contractor. Email the signed form to the district Construction office and district recycling coordinator https://dot.ca.gov/programs/design/lap-landscape-design-recon-dist_recyc_coord