

California Department of Transportation



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

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

June 26, 2026

Invitation for Price Quote (IFPQ)
IFPQ 08A4007
Notice to Prospective Contractors

You are invited to review and respond to this Small Business (SB) Invitation for Price Quote (IFPQ), **IFPQ 08A4007** entitled **Routine and Non-Routine Heating, Ventilation, and Air Conditioning (HVAC) Services in Riverside County**. 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:

Matthew Stephens
California Department of Transportation (Caltrans)
Email address: Matthew.Stephens@dot.ca.gov
Phone: (279) 234-2331

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,

Matthew Stephens
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, equipment, vehicles, tools, travel, disposal/recycling of waste, and incidentals required to maintain, repair, and restore HVAC systems 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, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder's DIR registration.
3. 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	06/26/2026	
Written Question Submittal	07/03/2026	5:00 p.m.
Final Date for Quote Submission	07/10/2026	5:00 p.m.
Proposed Award Date (estimate)	07/17/2026	

2. Questions and Answers

- A. Questions regarding this IFPQ must be submitted in writing. Bidders are encouraged to submit their written questions by **5:00 p.m. on July 3, 2026**.
- B. Written questions must include the individual's name, firm name, complete address, and must reference **IFPQ No. 08A4007**. Questions must be sent to the following email:

Email: matthew.stephens@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>. 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 IFPQ's 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 County of Riverside as described in the **Proposed Form of Agreement, Exhibit B**. 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>. 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 is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Proposed Form of Agreement, Exhibit A**, Scope of Work, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

9. Contractor Registration Program

- A. No Contractor 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 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.

10. Contractor's License

Bidder must have, at time of **quote submittal** and for the duration of the contract, a valid, current **C-20 Warm-Air Heating, Ventilation, and Air-Conditioning** license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (Bus. and Prof. Code Section 7028.15).

11. 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.

12. 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**.

13. 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**.

14. 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.

15. 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.

16. 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 Darfur Contracting Act Certification form.
- 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).

17. Price Quote Submittal

- A. The Price Quote should be emailed as described below. All price quotes must be received by the 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: 08A4007
PRICE QUOTATION SUBMITTAL
- 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:** matthew.stephens@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 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 matthew.stephens@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) and Contractor Certification Clauses (CCC 04/2017) 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>.

18. 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.

19. 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.

20. 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.

21. 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**Attachment 1**

ADM-1412 (REV. 9/2025)

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)
1	800	Per Hour	All labor, equipment, travel, tools, disposal/recycling of waste, and incidentals necessary to provide HVAC Technician Journeyman for Routine Services for all HVAC services at all locations per Exhibit A, Scope of Work	\$	\$
2	200	Per Hour	All labor, equipment, travel, tools, disposal/recycling of waste, and incidentals necessary to provide HVAC Technician Journeyman for Non-Routine Services for all HVAC services at all locations per Exhibit A, Scope of Work	\$	\$
Subtotal:					\$
3	Maximum allowable expenditure for all parts, materials, supplies, fees, and permits per Exhibit A, Item 14 . Actual cost will be reimbursed based on submitted original receipts. This Amount Shall be 10 percent (10%) of the Actual Subtotal Amount (0.10 x Subtotal). Enter 10% in Total column.				\$
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.				Total This Proposal (Subtotal + Line 3)	\$

The following documents should be submitted, or your bid may be considered 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](#)
- ☐ Copy of current and valid **C-20 Warm-Air Heating, Ventilation, and Air-Conditioning** issued by the Contractors State Licensing Board (CSLB)
- ☐ Copy of valid and current registration with the Department of Industrial Relations (DIR)
- ☐ Non-Collusion Declaration [Non-Collusion Declaration](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)

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

08A4007

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

September 1, 2026 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE

August 31, 2029 (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	14
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	5
Exhibit E	Additional Provisions	5
Attachment 1	Price Quote Proposal (attached upon award)	1
Attachment 2	Service Request	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

08A4007

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10107

SCM 10.00

Exhibit A
Public Works–State

Scope of Work

1. Contractor agrees to provide California Department of Transportation (Caltrans) routine and non-routine Heating, Ventilation and Air Conditioning (HVAC) services, as described herein:

Contractor shall provide labor, equipment, vehicles, tools, travel, disposal/recycling of waste, and incidentals required to maintain, repair, and restore HVAC systems on Caltrans-owned properties.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
3. These Public Works services shall be performed at the following District 08 Maintenance Stations and other locations within Riverside County:
 - A. Riverside Maintenance Station (MS)
1091 Everton Place
Riverside, CA 92507
 - B. Riverside South regions Office
1746 Spruce Street
Riverside, CA 92507
 - C. Desert Center MS
44470 Ragsdale Road
Desert Center, CA 92239
 - D. Paradise Valley MS
6690 La Contenta Road
Yucca Valley, CA 92284
 - E. Indio MS
83397 Indio Boulevard
Indio, CA 92201
 - F. Hemet MS
1738 South Juanita Street
San Jacinto, CA 92222
 - G. Banning MS
2033 East Ramsey Street
Banning, CA 92220
 - H. Keen Camp MS
54999 CA-74
Mountain Center, CA 92561
 - I. Corona MS
842 El Sobrante Road
Corona, CA 92879
 - J. Lake Elsinore MS
18745 Conrad Avenue
Lake Elsinore, CA 92530
4. Any reference to Caltrans Contract Manager shall also include designee.

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5. This Agreement will commence on **September 1, 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 shall expire on **August 31, 2029 (estimate)**. The routine services shall be provided during 7:00 a.m. to 3:00 p.m., Monday through Friday. On occasion, Contractor may be required to provide services outside of normal business hours, including weekends and holidays, to complete non-routine services as determined by Caltrans Contract Manager. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans)	Contractor Name: TBD
Section/Unit: District 08/Maintenance	
Contract Manager: TBD	Project Manager:
Address:	Address:
Business Phone Number.:	Business Phone Number:
Email:	Email:

7. Assignment of Work

- A. Caltrans Contract Manager will issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 2, Service Request**.
- B. The Service Request shall include the following information:
- 1) Agreement number **08A4007**
 - 2) Service Request number
 - 3) Date of request
 - 4) Caltrans Contract Manager name, and phone number
 - 5) Description and type of service (Routine or Non-routine)
 - 6) Location of service
 - 7) Service Request period of performance
 - 8) Estimate of hours, materials, and cost
 - 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 and Contractor

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- C. The working days for each Service Request issued will be specified as the period of performance stated on each Service Request.
- D. Maximum term per Service Request shall not exceed 30 days (no exceptions).

8. Routine Services

- A. Contractor shall provide routine preventative maintenance and repair services to air conditioning and ice machines equipment once per year in March, April, or May. Below is a list of the units to be maintained under this Agreement:

Make	Model No.	Quantity	Location
INNOVAIR	WIN18H2V51	1	Corona
DAIKIN	RXB12AXVJU	1	Corona
SAMSUNG	AQX36VFUAGM	1	Corona
FUJITSU	AOU12RLFW1	1	Corona
DAIKIN	RXB24AXVJU	1	Corona
BARD	W36HA-AO5XX4XXX	2	Corona
AEROCOOL	ID500/IS500	3	Corona
BARD	W36HI-A10	1	Lake Elsinore
AC PRO	AWH18QD-D3DNA5K/O	1	Lake Elsinore
MODINE	PDP200AE0130	3	Lake Elsinore
REZNOR	HEATER	2	Lake Elsinore
EVAPORATIVE COOLER	WALL MOUNTED	2	Lake Elsinore
FUJITSU	AOU24RLXFW mini split	1	Banning
TEMPSTAR	PGD360090H001C1 roof	1	Banning
FUJITSU	AOU18RLXFW mini split	1	Banning
FUJITSU	AOU12RL2 mini split	1	Banning
CARRIER	38MARBQ24AA3 mini split	1	Banning
DAIKAN	RXN12KEVJUS mini split	1	Banning
SOLAIR	J36HB-AOOXPXXXE	1	Banning
EVAPORATIVE COOLERS	2 roof mounted 2 wall mounted	4	Banning
TRANE	XE1200TTP036C100A2	1	Keen Camp
TRANE	XE80TXC036C4HPB	1	Keen Camp

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ARI TEMPSTAR	PGX34808K01	1	Riverside
EVAPORATIVE COOLERS	1 roof and 1 wall mounted	2	Riverside
GUARDIAN	GAW14L60C23SA	1	Riverside
UNKNOWN (painted over)	Wall mounted unit	1	Riverside
FUJITSU	AOU24RLXFW	6	Desert Center
FRIED RICH	MR2DY3JM	4	Desert Center
COMFORT STAR	CM2-18-2Z	3	Desert Center
EVAPORATIVE COOLERS	N/A	2	Desert Center
ARI	VSC130301AA	1	PARADISE
CHAMPION	EVAPORATIVE COOLERS	2	PARADISE
GOODMAN	GSX140481KE	1	INDIO
UNKNOWN	ROOFTOP	1	INDIO
ARI	N2A342AKA300	1	INDIO
RUDD	Deck Mounted	1	INDIO
DAIKIN	DP14HM4843AA	2	INDIO
ICP	RGS090HDCADAATA	1	INDIO
BARD	WM361A05XX4XXX	1	INDIO
YORK	5-ton	2	South Region Office
YORK	4-ton	2	South Region Office
YORK	3-ton	1	South Region Office
LENNOX	REMD16M-65-2	1	Hemet
Evaporative Coolers	ID701	3	Hemet

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ICE MACHINES			
HOSHIZAKI	KML-631MRH	1	South Region Office
ICE-O-MATIC	CIM0520HA5	1	Desert Center
HOSHIZAKI	KML500MAJ	1	Paradise
HOSHIZAKI	KM-350MAJ	2	Riverside
HOSHIZAKI	KML500MAJ	1	Banning
ICE-O-MATIC	B530S	1	Banning
BLUEAIR	BLMI-500AD	1	Hemet
HOSHIZAKI	KM-350MAJ	1	Corona
HOSHIZAKI	KM-520MAJ	1	Corona
HOSHIZAKI	KM-520MAJ	1	Keen Camp
ICE-O-MATIC	CIM0520HA5	1	Indio
HOSHIZAKI	KM-65VMAH	1	Lake Elsinore

- B. Routine preventative maintenance shall consist of inspecting, adjusting, testing, changing filters, cleaning burners, condensers, coils, electrical compartments, checking gas pressure, refrigerant leaks, and tightened electrical connections, lubricate all bearing where applicable, clean mini split blower wheels, replace pads on evaporative coolers, replace fan belts on all applicable systems, and repairing or replacing equipment as needed according to industry standards..
- C. For routine services, Contractor shall respond via e-mail to Service Requests within two (2) business days of issuance by Caltrans Contract Manager to Contractor. Work shall be scheduled shortly after receipt of the request unless Contractor shows proof of a need for delay due to difficulty obtaining materials, and additional time is authorized by Caltrans Contract Manager.
- D. Contractor shall perform a mandatory site inspection for initial analysis prior to the start of actual work. Contractor shall complete the mandatory site inspection within the first three (3) business days at worksite.
- E. Contractor shall identify the construction date of the building, type(s) of HVAC systems, related building materials used, and presume the presence of Asbestos Containing Materials (ACM) and Lead in areas of the requested services. If hazardous materials are thought to be present, Contractor and Caltrans Contract Manager will work together to identify and confirm the presence of hazardous substances.
- F. Contractor shall develop an HVAC assessment after the site inspection and shall send it via email to Caltrans Contract Manager prior to the commencement of work. HVAC system assessments shall include the following:
 - 1) A survey summary of existing HVAC type system(s).
 - 2) A complete, accurate, and detailed description of the HVAC system issue

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- identifying need and/or recommendation for the routine maintenance and repair of the HVAC system(s). This report shall include estimated length of repair and location of the impacted HVAC system(s) within the facility.
- 3) A written draft proposal, outlining the type and cost of labor, and parts needed to maintain or repair the HVAC system(s).
 - 4) A draft schedule of work relating to the proposed routine maintenance or repair of the HVAC system(s) identified within Contractor's initial site inspection.
- G. Contractor shall submit HVAC system assessments to Caltrans Contract Manager within two (2) business days from the completion of the site inspection. The HVAC system assessments will be reviewed and approved by Caltrans Contract Manager prior to the start of work. Contractor shall then begin work within two (2) business days after receiving approval from Caltrans Contract Manager, unless directed otherwise by Caltrans Contract Manager.
- H. Contractor shall first perform a system start-up of all HVAC systems, and then initiate a complete shutdown in order to complete maintenance and repair work, as necessary.

9. Non-Routine Services

- A. Contractor shall be at the site to begin work in response to a non-routine service call within 24 hours after receipt of the call, and work must be completed within 48 hours of the call or as specified and authorized by Caltrans Contract Manager.
- B. Upon commencement of work, Contractor shall notify Caltrans Contract Manager if Contractor determines that replacement of the HVAC unit is more cost effective than repair.

10. Requirements For All Services

- A. Contractor shall be responsible to assure only licensed or certified personnel are permitted to respond to service calls. Company must have at least two (2) employees on permanent payroll. After being awarded the contract, within 15 days, Contractor shall verify the minimum staff requirement by presenting payroll records or Certificate of Insurance (COI) to demonstrate compliance.
- B. Contractor shall assign one (1) technician to respond to Caltrans service calls. Prior written approval is required from Caltrans Contract Manager to have more than one (1) technician. The maximum number of technicians for any service request shall not exceed two (2).
- C. Contractor shall designate a contact person for the entire Agreement period. Caltrans requires Contractor to provide a telephone number or information by which the designated contact person can be reached during regular business hours, as well as during non-business hours for non-routine services. Contractor's designated contact person shall communicate effectively and be able to read and write concerning business-related issues. Contractor's designated contact person shall be available at the job site while the work is being performed.
- D. Contractor is required to have an answering machine or answering service and it shall be operational at all times.
- E. Contractor shall contact the Caltrans on-site authorized designee by telephone prior to arrival; this information will be provided by the Caltrans Contract Manager.

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- F. Contractor shall have sole responsibility for verifying all measurements and/or estimates required for material quantity and sizes prior to beginning any maintenance or repair work under this Agreement.
- G. Contractor shall only perform the work authorized and described in the Service Request that has been approved by Caltrans Contract Manager. If non-contemplated work is required to accomplish the intent of the order, additional authorization by email shall be obtained from Caltrans Contract Manager before said work is begun.
- H. The repaired HVAC unit shall be reinstalled and operational within the deadline established by Caltrans Contract Manager on the Service Request.
- I. Failure to begin work or to complete the work in the time required shall be considered default and be grounds for termination of this Agreement pursuant to **Exhibit D, Termination.**
- J. Classification of labor shall be categorized as:
HVAC Technician Journeyperson: An HVAC technician who has completed an apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform the work without supervision.
- K. Caltrans Contract Manager will inspect all work, parts, and materials. Any work that needs to be corrected will be corrected at Contractor's expense.

11. Detailed Description of Work

- A. Contractor shall maintain, repair, replace, and service HVAC related systems components as directed. **Only parts/materials itemized specifically, and with a unique rate, on Attachment 1, Price Quote Proposal will be paid separately.**
- B. Contractor shall inspect and verify all measurements of the following prior to the start of **routine services:**
 - 1) Large Tonnage/Commercial HVAC (up to 20 tons) equipment
 - 2) Variable frequency drives (VFDs)
 - 3) Centrifugal chillers
 - 4) Packaged HVAC (including roof top units) and systems
 - 5) Swamp coolers
 - 6) Air handlers
 - 7) Warm-air heating
 - 8) Water heating
 - 9) Heat pumps
 - 10) Heating or cooling appliances
 - 11) Plenum chambers
 - 12) Ducts

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- 13) Exhaust fans relating to HVAC
 - 14) Registers
 - 15) Flues, UV lights
 - 16) Humidity and thermostatic controls
 - 17) Air filters, air grilles, belts, and screens in connection with any HVAC systems
 - 18) Warm-air HVAC systems which utilize solar energy
 - 19) Water boiler equipment for low emission Air Quality Management District (AQMD) standards
 - 20) HVAC control systems, thermostats, dial-timers, and control networks
 - 21) Condenser coil, blower motor, fan blade, bearing (lubricate if required), capacitors
 - 22) Packaged and split system HVAC equipment (mini split)
 - 23) Ventilation, make-up, and evaporative air units
 - 24) Condenser pumps, cooling towers, and chilled, condenser, steam, gas, and water pipes
 - 25) Compressors, pumps, chilled water lines, water lines, controls, and meters
 - 26) Water treatment systems and filters
 - 27) Drain pans, drain lines
 - 28) Operating inspections
 - 29) Equipment overhauls
 - 30) Compressor rebuilds
 - 31) Sensors
 - 32) Freon
 - 33) Ice Machines
- C. Contractor shall inspect, clean and sanitize all ice machines listed in the agreement. Work shall consist of checking water inlet valve and lines, inspect condenser and coils, check motors and blades (lubricate if required) check drain line and ensure no clogs or standing water are present. Empty out ice bin to clean and sanitize, replace filters, wipe down all exterior and gaskets to reduce mold buildup.
- D. At a minimum, requested maintenance service shall include but not be limited to:
- 1) Blower motor – inspect, measure amperage and voltage for proper operation
 - 2) Thermostats/controls – inspect, test for proper operation, calibrate and level
 - 3) Clean fins, straighten fins if possible
 - 4) Replace air filters and/or wash insert screens on equipped
 - 5) Replace belts if required

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- 6) Bearing – inspect for wear and lubricate if required
 - 7) Inspect, clean outdoor and indoor coils
 - 8) Condensate drains – inspect, flush and treat with anti-algae
 - 9) Inspect condenser coils – inspect, remove debris and clean
 - 10) Refrigerant – inspect for leaks, monitor operating pressures
 - 11) Safety devices – inspect for proper operation
 - 12) Electrical disconnect box – inspect for proper rating and safe installation
 - 13) Electrical wiring – inspect and tighten connections
 - 14) Test/inspect contactors for burned, pitted contacts
 - 15) Check electrical for exposed wiring
 - 16) Inspect and test capacitors
 - 17) Inspect fan blade, clean if necessary
 - 18) Inspect service valves for proper operation
 - 19) Measure supply/return temperature differential
 - 20) Inspect duct work for energy loss
 - 21) Compressor – monitor, measure amperage and volt draw and wiring connections
- E. Contractor shall notify Caltrans Contract Manager prior to performing any “hot” work, including but not limited, to the use of gas torches, soldering irons, or any open flame devices. Contractor shall have a fire prevention plan always including proper fire prevention (extinguisher) in place when performing hot work. Fire extinguisher equipment shall be provided at no extra cost to Caltrans.
- F. If Contractor fails to inform Caltrans Contract Manager of hot work, Contractor shall be liable for all damages resulting from failure to inform Caltrans Contract Manager of hot work that causes a fire alarm and/or building evacuation, which results in a stop work loss and/or bodily injury. Contractor shall be responsible for any costs, fees, or fines associated with fire alarms resulting from failure to inform Caltrans Contract Manager of hot work.
- G. Contractor shall perform system start-up and instruct site personnel on operation or maintenance of new systems or equipment, as necessary.
- H. During a wide-scale alert, Contractor may be contacted to provide services and/or equipment. Contractor shall agree that Caltrans’ request for services will be a top priority.
- I. Contractor shall be responsible for any toll road access. Caltrans shall not be responsible for any toll road fees or violation.
- J. No additional compensation shall be paid for specialized equipment (whether owned or rented). No move-in/move-out will be paid on equipment or vehicles (whether owned or rented).

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Public Works–State

- K. No additional payment will be made for travel time to and from the job site. Commute time to and from the job site is not chargeable as all costs associated with travel shall be deemed to be, and are, included in the **Attachment 1, Price Quote Proposal**. No per diem will be paid.

12. Compliance

All work performed under this Agreement shall be in accordance with the following:

- A. California Code of Regulations (CCR) Titles 8, 17, 19, 24.
- B. International Building Code Chapter 15.
- C. All State and Local regulations having jurisdiction over the Department of Transportation (Caltrans) facilities.
- D. Air Quality Management District (AQMD) standards.
- E. Applicable manufacturer's operating and maintenance installation instructions.
- F. Standards set forth by the California Occupational Safety & Health Administration (CAL-OSHA).

13. Parts/Materials/Supplies/Fees/Permits

- A. Contractor shall notify Caltrans Contract Manager in writing of any parts/materials/supplies/fees/permits not specifically identified in **Attachment 1, Price Quote Proposal** that are necessary to complete the work. Written approval from Caltrans Contract Manager must be obtained prior to the purchase or installation of such items for the costs to be eligible for reimbursement.
- B. Contractor will be reimbursed for the actual cost of pre-approved parts/materials/supplies/fees/permits purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. No additional compensation will be made for the cost to acquire, store, deliver, or use/install any purchased items. Cost of parts/materials/supplies/fees/permits are to be verified and substantiated by submitting a copy of appropriately signed receipts. Total expenditures for parts/materials/supplies/fees/permits shall not exceed the amount set forth in **Attachment 1, Price Quote Proposal**.
- C. Contractor shall not be reimbursed for any parts/materials/supplies/fees/permits that were not pre-approved in writing by Caltrans Contract Manager.

14. Materials and Workmanship

- A. The work throughout shall be executed in the best and most thorough manner under the direction of, and to the satisfaction of Caltrans Contract Manager who will interpret the meaning of the drawings and Service Requests. Caltrans Contract Manager shall have the power to reject any work and materials.
- B. Contractor shall use standard commercial grade products. All parts and materials shall, at a minimum, be in accordance with the requirements of this scope and shall be the manufacturer's standard commercial product. Additional or better features which are not specifically prohibited by this scope, but which are a part of the manufacturer's standard commercial product shall be included in the equipment being furnished. A standard

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commercial product is a product which has been sold or is being currently offered for sale on the commercial market through advertisements or manufacturer's catalogs or brochures and represents the latest production model.

- C. Contractor shall use materials free from defects which would adversely affect the performance or maintainability of individual components or of the overall assembly. Materials not specified shall be of the same quality used for the intended purpose in commercial practice. Unless otherwise specified, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new.
- D. All material shall be new and shall have the Underwriters Laboratories (UL) label attached. The label shall be of the type for the intended application. Any Safety Data Sheet(s) shall be provided to Caltrans Contract Manager.
- E. If after installation, Caltrans Contract Manager determines the equipment to be operating at substandard levels due to defects, errors, or omissions, Caltrans reserves the right to discontinue operating the equipment until it can be corrected by Contractor at Contractor's sole expense. Contractor shall be responsible for all damages resulting from the work of its subcontractors caused by defective parts/materials/equipment and shall incur all costs for any necessary repair, in the sole opinion of the Caltrans Contract Manager.
- F. Where trade and manufacturers' names are specified or indicated on the drawings, they are intended to indicate the standard of material or articles required. This shall not remove the responsibility of Contractor from verifying the equipment's compliance with all rules and regulations governing the use of such equipment. No equipment shall be purchased without written authorization by Caltrans Contract Manager.

15. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Material

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, Contractor shall **STOP WORK IMMEDIATELY**. Contractor shall verbally notify Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within twenty-four (24) hours. Contractor is not responsible for any work related to clean up or disposal of these substances.
- B. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.
- C. Should it become necessary to terminate a service request, Contractor shall be compensated only for work in progress or actually completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- D. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate termination of the Agreement for default. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.
- E. No hazardous materials or waste shall be handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials immediately upon discovery.

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16. Damages to State Property

In the event that any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, Caltrans Contract Manager will approve of who shall be hired to complete the work.

17. General Contractor Responsibilities

- A. Contractor shall ensure that 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 the general public.
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans property, its 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. 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.

18. Contractor Project Manager Responsibilities

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's personnel and sub-contractors including, but not limited to, the following:
 - 1) Ensure deliverables meet the criteria established by the Agreement.
 - 2) Supervise, review, monitor, train, and direct Contractor's personnel.
 - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
 - 4) Assign qualified personnel to complete the required Service Request work, as specified, on an "as-needed" basis in coordination with Caltrans Contract Manager.
 - 5) Administer personnel actions for Contractor personnel and ensure appropriate actions taken for sub-contractor personnel.
 - 6) Implement and maintain quality control procedures to ensure product and service accuracy.

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- 7) Ensure all applicable safety measures are in place.
- 8) Provide invoices in a timely manner.
- 9) Review invoices for accuracy and completion before billing to Caltrans.
- 10) Manage subcontractors.
- 11) Monitor and maintain required DBE or DVBE participation, if applicable.
- 12) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
- 13) Ensure compliance with the provisions in this Agreement and all specific Service Request requirements.

19. Code of Conduct

Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language, and shall conduct themselves in a professional manner at all times. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager will have the right to remove that employee from doing further work on this Agreement.

20. Final Clean Up

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans.
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of and/or recycle freon, to include any discarded materials resulted from installs, repairs. Contractor shall be responsible for such disposal, recycling costs and shall be included in **Attachment 1, Price Quote Proposal**.

21. Inspection and Acceptance for Payment

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work will be accepted only after Contractor has adjusted equipment, demonstrated that it fulfills the requirements of any drawings and service request, and has furnished all required certificates. Work is subject to inspection and acceptance by Caltrans Contract Manager.
- B. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements.

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- C. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- D. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager.
- E. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Section 2 Termination**.

22. Warranty

Upon completion and acceptance of work by Caltrans Contract Manager, Contractor shall provide a warranty for the period of one (1) year for the term of this agreement against defects and deficient workmanship. Contractor shall guarantee all parts, components, and services that were provided under this Agreement. Parts manufacturer shall provide Caltrans the manufacturer's warranty on new equipment and associate parts.

Exhibit B
Public Works–State

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 **Attachment 1, Price Quote Proposal**, 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 hour. 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 **08A4007**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Number of Hours by Classifications
 - 5) Hourly Rates
 - 6) Description of Work Performed
 - 7) Copy of Service Requests
 - 8) Receipts for Parts/Materials/Supplies/Fees/Permits
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 08/Maintenance
Attention: TBD
Street Address/P.O. Box
City, CA Zip Code
- 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.

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- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or 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.
 - 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.

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- 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 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.

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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.
 - 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.

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- 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>.
- 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

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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 (DAS), https://www.dir.ca.gov/das/das_contactUS.html, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Retention of Records/Audits

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

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

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

4. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

5. 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).

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

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) ([DVBE Utilization Report](#)) to Caltrans Contract Manager with each invoice.

7. 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.

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8. 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.

9. Laws to be Observed

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

10. Specific Legal References

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

11. Equipment Indemnification

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

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14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (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.

15. 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.

16. 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.

17. 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.

18. 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

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commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

19. 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.

20. 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.

21. 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.

22. 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.

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

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

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- 2) The policy must include:

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

- 3) The additional insured endorsement must accompany the certificate of insurance.
- 4) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. 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 are 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 a **C-20 Warm-Air Heating, Ventilation, and Air-Conditioning** license issued by the California Contractors State Licensing Board (CSLB).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If

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Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

- D. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary 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 is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).

Exhibit E
Public Works–State

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

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

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.

11. Contractor Registration Program

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

Attachment 2
SERVICE REQUEST

Service Request Number:		Agreement Number: 08A4007		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, Price Quote 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. Contractor will be paid in accordance with Attachment 1, Price Quote Proposal				
Approval Signatures: I certify this Service Request complies with the provisions of Agreement Number 08A4007 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 08A4007 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 08A4007 shall be in full force and effect. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CONTRACTOR					
Signature		Date		Signature	
				Date	