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/

November 5, 2026

Invitation for Bid (IFB)
IFB # 05A3060
Notice to Prospective Bidders

You are invited to review and respond to this **IFB 05A3060**, titled **Routine and Non-Routine Generator Maintenance and Repair Services in Monterey, San Luis Obispo, Santa Barbara and Santa Clara Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), SBs for the purpose of Public Works (SB-PW) are encouraged to submit bids. See **Section D**, **Special Programs** in this IFB for requirements.

A Disabled Veteran Business Enterprise (DVBE) participation requirement is not required, but DVBE participation is encouraged, and a DVBE incentive does apply to this IFB. See **Section D, Special Programs** in this IFB for requirements.

This Agreement requires Prevailing Wages if the total bid amount exceeds $15,000. If the total bid amount is under $15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 3, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB 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, and in accordance with the Questions and Answers portion of this IFB. See **Section C**, **Time Schedule** for more details.

ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (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 agrees to provide to the California Department of Transportation (Caltrans) generator maintenance, inspection, and repair services.
2. Refer to the **Proposed Form of Agreement**, **Exhibit A**, which is attached to this IFB, for a more complete description of services**.**

B) Bidder's Minimum Qualifications

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

C) Bid Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	11/5/2026	
Written Question Submittal	11/12/2026	
Final Date and Time for Bid Submission	11/24/2026	2:00 p.m.
Bid Opening	11/24/2026	2:30 p.m.
Proposed Award Date (estimate)	12/8/2026	

2. Questions and Answers

A. Questions regarding this IFB must be submitted by **November 12, 2026**. Bidders must submit their questions via e-mail to matthew.stephens@dot.ca.gov.

B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 05A3060.**

C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (https://caleprocure.com/pages/index.aspx). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. ADM-1412 – Bid Proposal

The total bid 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

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

5. Employment of Undocumented Workers

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

6. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a Small Business, Micro Business, or Small Business for the purpose of Public Works (SB-PW) with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS), will be granted this preference. For more information, refer to **Section D, Special Programs**.

7. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Monterey, San Luis Obispo, Santa Barbara, and Santa Clara as described in the attached **Proposed Form of Agreement, Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the 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.

8. Mandatory Organic Waste Recycling

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

9. Motor Carrier Permit Requirements

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

under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).

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

10. Contractor Registration Program

A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).

B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.

C. Caltrans will verify each of the registration numbers provided by the bidder prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

D. If Contractor lists Subcontractor who is believed to be performing work that is not subject to the registration requirements, written confirmation from DIR should be obtained and submitted to Caltrans.

11. Contractor's License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **C-10 Electrical Contractor** license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Caltrans will verify a valid license issued by the CSLB (Bus. and Prof. Code Section 7028.15).

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

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

13. Non-Collusion Declaration for Public Works

Bidder must submit a non-collusion declaration for Public Works. The Non-Collusion Declaration for Public Works is provided as a link in **Attachment 2, Required Documents**.

14. Bonds

Payment Bond (DOT ADM-2009) Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price is $25,000 or more. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Service Request. Refer to **Proposed Form of Agreement, Exhibit D.**

15. Insurance

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

B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

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

C. The additional insured endorsement must accompany the certificate of insurance.

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

16. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a State agency with respect to any Agreement in the amount of one hundred thousand dollars ($100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the California Civil Rights Laws Certification (DOT ADM-0076), provided as a link in **Attachment 2, Required Documents**, completed, signed, and returned with its bid or proposal.

17. Darfur Contracting Act

A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents,** and submit with the proposal.

B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on Darfur Contracting Act Certification**.**

C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid

or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).

D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.

E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

18. 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. 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.

19. 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. Bidder / Offeror must notify the State in writing if it:

1) Intends to provide GenAI as a deliverable to the State; or

2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

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.

B. 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.

C. 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.

D. 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.

20. Bid Submittal

A. All bids must be mailed or hand-delivered by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information.**

B. The mailing package/envelope should be labeled as follows:

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

YOUR RETURN ADDRESS	**Agreement No. 05A3060** **Bid Due Date: 11/24/2026** Bid Due Time: 2:00 p.m. **Bid Opening Date: 11/24/2026** Bid Opening: 2:30 p.m. **Attention:** Matthew Stephens California Department of Transportation (Caltrans) Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006
BID SUBMITTAL DO NOT OPEN	

C. **Late bids will not be considered.**

D. **Bids received in electronic format will not be accepted.**

E. All bids shall include the documents identified on the IFB's **Required Documents, Attachment 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

F. 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.

G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.

H. Bid opening will be held via teleconference on the date and time specified in **Section C**, **Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#.** Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at https://dot.ca.gov/programs/procurement-and-contracts/bid-results by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.

I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.

J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.

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. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.

M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.

O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.

P. Caltrans reserves the right to reject all bids for reasonable cause.

Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.

R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

21. Evaluation and Selection

A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.

B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.

C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.

D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

22. Award

A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1st) business day following the bid due date at https://dot.ca.gov/programs/procurement-and-contracts/bid-results.

B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.

C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency, as well as online at https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award, for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.

D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at https://www.dgs.ca.gov/PD under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

23. Protest

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

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

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

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

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

24. Standard Conditions of Service

A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of $500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.

B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Antitrust Provisions

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

2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.

E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business (SB), Microbusiness (MB), or Small Business for the Purpose of Public Works (SB-PW) Preference

A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB or SB-PW. References to a small business (SB) shall also include micro-business (MB) and SB-PW. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

B. To claim the SB preference, the contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars ($50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the Bid/Bidder Certification Sheet and attach a copy of your certification. Additionally, the contractor may satisfy the non-SB requirements described below.

C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).

D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or email: osdshelp@dgs.ca.gov.

F. SB or MB bidders or bidders using the “Non-Small Business” preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder’s total bid if the lowest bid is from a non-certified SB or MB.

G. Additional references are at https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise.

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with **No** Participation Requirements:

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C

B. DVBE Incentive Program

1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Section 1896.99 (2 CCR Section1896.99) et seq. A dollar cap of $100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Table in paragraph 3) below is eligible to receive the

incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.

2) Caltrans will apply an incentive to bids from DGS-certified DVBE firms. The bidders who claim to be DGS-certified DVBE firms will be verified by Caltrans prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.

3) Participation Table

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

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

5) Please review the DVBE Program Requirements: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C.

6) Additional information: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise.

Attachment 1

Contractor's Name (Please Print):

Item Number	Estimated Quantity	Unit Of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	12	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Santa Barbara Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
2	3	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Santa Barbara Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
3	120	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Santa Barbara Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
4	12	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Santa Maria Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
5	3	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Santa Maria Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
6	120	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Santa Maria Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
7	36	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Willow Springs Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$

Attachment 1

8	9	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Willow Springs Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
9	360	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Willow Springs Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
10	12	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Templeton Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
11	3	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Templeton Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
12	120	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Templeton Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
13	12	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Salinas Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
14	3	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Salinas Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
15	120	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Salinas Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$

Attachment 1

16	12	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **quarterly service** and inspections at Saratoga Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
17	3	Each	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **annual service** and inspections at Saratoga Maintenance Station as described in **Exhibit A, Scope of Work.**	$	$
18	120	Hours	All labor, parts, tools, materials, equipment, machinery, travel, supplies, fees and incidentals necessary to provide **non routine service** at Saratoga Station as described in **Exhibit A, Scope of Work.**	$	$

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 $

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 IFB Requirements and/or as listed below.

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) Bid/Bidder Certification Sheet
- ☐ Non-Collusion Declaration for Public Works Non-Collusion Declaration
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) California Civil Rights Laws Certification
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) Darfur Contracting Act Certification
- ☐ Contractor Certification Clauses (CCC 04/2017) Contractor Certification Clauses
- ☐ Valid and current **C-10 Electrical Contractor license** issued by the California State License Board) CSLB
- ☐ Valid and current registration with the Department of Industrial Relations (DIR).

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

- ☐ 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 IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB. Do not return this Attachment with your bid.

SCO ID: 2660-05A3060

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
05A3060	

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

December 15, 2026 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE

December 14, 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	7
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	Bid Proposal (attached upon award)	3
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	PURCHASING AUTHORITY NUMBER (If Applicable)
05A3060	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Transportation (Caltrans)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1727 30th Street, MS 65	Sacramento	CA	95816
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM 10.00 PCC 10107		

Exhibit A
Public Works - State

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) generator maintenance, inspection, and repair services as described herein.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed in the counties of Monterey, San Luis Obispo, Santa Barbara, and Santa Clara. Please find addresses in **section 8 below.**
4. Any reference to Caltrans Contract Manager shall also include designee.
5. This Agreement will commence on **December 15, 2026 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **December 14, 2029 (estimate)**. The routine services shall be provided during normal business hours Monday through Friday 7:00 a.m. to 4:00 p.m., excluding State holidays. The non-routine services shall be provided on days and times specified by Caltrans Contract Manager and may take place outside the normal business hours of Monday through Friday, 7:00 a.m. to 4:00 p.m., and on State holidays. 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. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	**Contractor: TBD**
Section/Unit: District 5/Maintenance	Project Manager:
Caltrans Contract Manager: TBD	
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. **Assignment of Work**

   A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 2**, **Service Request**.

   B. The Service Request shall include the following information:

      1) Agreement Number **05A3060**

      2) Service Request Number

Exhibit A
Public Works - State

3) Date of Request
4) Contact name, requestor, and/or District Single Point of Contact (DSPOC)
5) Caltrans Contract Manager's name
6) Prospective Date of Service
7) Type of Service (routine or non-routine)
8) Time of Service (day(s) and time(s))
9) Location Address of service
10) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**
11) Signatures of DSPOC and/or Caltrans Contract Manager

C. In addition to e-mail, work assigned to Contractor may also be initiated through service phone calls. All service phone calls will be followed up with a Service Request within three (3) business days.

D. Contractor's business telephone shall be answered by an office employee between 7:00 AM and 4:00 PM, Monday through Friday. An answering service or mechanical device during these times will not be acceptable. An answering service may be used between 4:00 PM and 7:00 AM, and on Saturdays, Sundays, and State holidays. Contractor shall also provide a cell phone number which shall be answered 24 hours a day, seven days a week.

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

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

F. **Routine Services**: Contractor shall respond to routine Service Requests within (3) working days after receipt of the Service Request, unless additional time is authorized by Caltrans Contract Manager.

G. **Non-Routine Services**: These services will be initiated first via phone call and shall be followed up with the written Service Request within three (3) days of the call. Contractor shall be at the site to begin work in response to non-routine service calls within 24 hours after receipt of the call.

H. No Service Request under this contract will be made for a period longer than three (3) months.

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**.

Exhibit A
Public Works - State

8. Detailed Description of Work:

A. Description of Generators:

Location Address	Make	Model	Serial #	Kilowatt (kW)
COUNTY LOCATIONS				
Santa Barbara Maintenance Station 3999 State Street, Santa Barbara, CA 93105	Onan	DSHAA 5872422	G070080834 SPEC B	150
Santa Maria Maintenance Station 2201 South Thornburg Street, Santa Maria, CA 93455	Isuzu Motors America	BP-4LE2X-SDG45S-8E1	1338E20642	[redacted]
Willow Springs Maintenance Station Highway 1, Big Sur, CA 93920	Isuzu Motors America	ISUZU TG350	0008008	
Salinas Maintenance Station 850 Elvee Dr, Salinas, CA 93901	Isuzu Motors America	WINPOWER	2006072001	
Templeton Maintenance Station 640 N Main St, Templeton, CA 93465	Isuzu Motors America	Airman SDG45S	1338E20917	
Saratoga Gap Maintenance Station 13500 Skyline Blvd, Saratoga Gap CA 95030	Onan	12JC-3R/6961R	0268011001	

B. **Quarterly Routine Services** for generators at all six (6) locations shall include the following tasks:

1) Lubrication
   a) Check engine crankcase oil level. Note level
   b) Visually check for coolant contamination
   c) Lubricate generator bearing
2) Cooling System
   a) Check engine coolant level. Note level and add if needed
   b) Inspect low coolant sensor to ensure proper operation
   c) Check supplemental coolant additive
   d) Inspect coolant line connections and hoses
   e) Check fan/alternator belt tension and wear
   f) Inspect the fan idler pivot and grease

Exhibit A
Public Works - State

g) Inspect the cooling fan and grease the drive bearing and inspect the fan hub for proper clearance

h) Inspect fan idler pulley assembly

i) Inspect coolant block heaters operation and record temperatures

j) Inspect coolant pump

3) Fuel System

a) Inspect main tank and day tank (if applicable)

b) Check piping and correct minor leaks

c) Check pump motor for wiring and overheat

d) Check pump and float switch for continuity

e) Check level indicator and note fuel level

4) Air Induction and Exhaust

a) Check air cleaner and service indicator

b) Check/clean dust collector cap

c) Inspect manifold and air piping

d) Inspect intake hoses and clamps

e) Inspect intake hoses and exhaust openings

f) Inspect turbos and air lines

5) Electrical System

a) Check battery electrolyte

b) Load test batteries and record findings

c) Clean and inspect battery cables and electrical connections

d) Inspect alternator drive belt

e) Check shutoff controls

f) Inspect starter

g) Check battery charger operation

h) Record high and low rates in volts. Voltage tests shall be taken for the battery charger (low) in OFF mode and for alternator charging (high) while generator is running

i) Clean voltage regulator and check all connections

j) Record battery date and date of battery replacement

6) Engine and alarm verification and testing

a) Record engine crank time

b) Record engine RPM voltage and adjust if necessary

Exhibit A
Public Works - State

c) Record no load frequency and adjust if necessary
d) Check and record engine oil pressure
e) Check and record engine fuel pressure
f) Check and record engine operating temperature
g) Check and record engine charging system
h) Check and record: Generator instruments
   i. Frequency reading
   ii. Voltmeter reading

7) General Conditions
   a) Inspect all belts and ensure proper adjustment
   b) Inspect control panel for frayed or damaged wires
   c) Visually inspect the vibration damper for rips, tears, broken springs or leaks in liquid
   d) Inspect generator and engine hold down bolts
   e) Inspect engine for oil and coolant leaks and note
   f) Record run hours
   g) Report condition of generator enclosure and exhaust system including leaks, holes, rust, etc.
   h) Report overall condition of the area surrounding the generator
   i) Record whether ethylene or propylene glycol and the ratio

C. **Annual Routine Services** for generators at all six (6) locations shall include the following tasks:
   1) Replace Air Filter
   2) Fuel analysis. Submit report
   3) Coolant analysis. Flush and replace if needed
   4) Load test and report
   5) Change engine oil and filters
   6) Replace fuel filters with 10-micron Fleet guard fuel filter (or equivalent)

D. In regard to **A** and **B** above, Contractor shall add consumables (such as fluids) that are required to keep the equipment, machines and systems in good operating condition and repair, and report in writing any items that need to be repaired or replaced in order to keep the equipment, machines, and systems in good operating condition and repair. Also, Contractor shall be responsible for providing materials which require replacement during inspection and maintenance which includes, but is not limited to, head gaskets, blower gaskets, seals, and battery electrolytes per this **Exhibit A, Scope of Work**.

E. **Non-Routine Services**:

Exhibit A
Public Works - State

In addition to the above quarterly and annual services, Contractor shall respond to immediate, non-routine requests for repair within the timeframes established above. All needed work that is discovered during the course of performing the quarterly and annual services above, and is beyond the tasks included in these services, will be considered a non-routine service.

9. Contractor's Responsibilities

A. Contractor shall ensure that only qualified and competent personnel are permitted on the job site and that the work shall be safely performed by the highest industry standards.

B. Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed in this Agreement.

C. Contractor shall plan work so as to minimize interference with Caltrans staff, other contractor's working at the location(s), and the public. In addition, Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s) and/or to the general public and shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event contractor's operation creates a condition hazardous to the Caltrans property occupants or the general public, Contractor shall provide all applicable warning signs alerting to any dangerous conditions at contractor's own expense and without cost to Caltrans.

D. Contractor shall conduct its operations in such a manner as to avoid damage to Caltrans or adjacent property. If property is damaged by reason of contractor's operations, Contractor shall replace or restore the property at its sole expense and to the satisfaction of Caltrans Contract Manager or the property owner as applicable.

E. Contractor shall obtain and pay for all permits, licenses, registrations, and certificates required by local ordinances as applicable to this Agreement and/or its **Exhibit A, Scope of Work**.

F. Contractor shall provide Materials Safety Data Sheets (MSDS) to the Caltrans Contract Manager for all hazardous materials.

10. Work Site Clean-up

A. Contractor shall own and assume all responsibility for all litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall clean and keep the area in orderly, safe, and clean condition, including but not limited to any spills or smudges as applicable to the services in accordance with **Exhibit A, Scope of Work**. If the work site is not left in a clean and orderly condition in the sole opinion of Caltrans Contract Manager, then Contractor shall be called back to correct the condition at no additional charge to Caltrans.

B. Contractor shall promptly remove such litter, waste, debris, and other materials produced during this work and legally dispose of them in accordance with **Exhibit A, Scope of Work**. No litter, waste, debris, or other materials shall be deposited in any Caltrans dumpsters without advance written permission of Caltrans Contract Manager.

C. Contractor's bid shall include the cost of disposal or recycling of the materials, and Contractor shall be responsible for such disposal and recycling costs.

Exhibit A
Public Works - State

11. 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 in performing the services. Repair efforts shall 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.

12. 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 Service Requests, 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.

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, Termination.**

13. Warranty

A. Contractor shall assign any applicable manufacturer's warranties for equipment to Caltrans Contract Manager.

B. Contractor shall warranty workmanship for a period of one (1) year after completion and acceptance by Caltrans Contract Manager. Any work that must be re-done in the opinion of Caltrans Contract Manager shall be at no cost to Caltrans. Contractor shall provide a warranty for one (1) year on all parts and components provided under this Agreement or per manufacturer warranty label, whichever is longer.

14. Waste Disposal

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

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, Bid Proposal**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.

B. Invoice(s) shall be itemized in accordance with **Attachment 1, Bid Proposal**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.

C. Each invoice shall include:

1) Agreement Number **05A3060**

2) Dates of Service

3) Location of Service

4) Hourly Rates

5) Copy of Service Requests

D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 5/Maintenance
Attention: TBD
TBD
TBD

E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by United States Government or California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, Agreement shall be amended to reflect any reduction in funds.

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

Exhibit B
Public Works–State

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.

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

Exhibit B
Public Works–State

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. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.

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

9. Penalty

A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.

B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting their prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.

C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:

1) The Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

3) Upon becoming aware of failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.

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.

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D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

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

10. State General Prevailing Wage Rates

A. Contractor agrees to comply with all the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. Pursuant to Labor Code Section 1771.5, not less than general prevailing wage rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:

1) More than $25,000 for public works construction, or

2) More than $15,000 for the alteration, demolition, installation, repair, or maintenance of public works.

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

11. State Prevailing Wage Rate Determinations

A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.

B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

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

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1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

12. Hours of Labor

A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

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

13. Employment of Apprentices

A. Where the prime contract is $30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards (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 (DOT ADM-3059) (DVBE Utilization Report) to Caltrans Contract Manager with each invoice.

B. If Contractor fails to submit the DOT 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 DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the DOT 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 (DOT 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.

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

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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.

12. 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

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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.

13. Employment of Undocumented Workers

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

14. Bonds (Service Request)

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

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

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

16. Mandatory Organic Waste Recycling

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

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17. 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.

18. 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.

19. 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.

20. 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.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. 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 Contactor, 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.

2) The policy must include:

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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-10 Electrical Contractor** license issued by the California Contractors State Licensing Board (CSLB).

B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

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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).

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.

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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.

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.

Exhibit E
Public Works–State

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. Contractor Registration Program

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

Attachment 2
SERVICE REQUEST

Service Request Number:		**Agreement Number:** 05A3060	**Date Issued:**
Project Title:			
Contractor:		**Project Manager/Designee:**	**Phone Number:**
Caltrans Contract Manager:	**Email:**		**Phone Number:**
Approved Work Start Date:	**Estimated Work Finish Date:**	**Agreement Expiration Date:**	
Service Location(s):		**Type of Service:** ☐ Routine ☐ Non-Routine	

NO SERVICE REQUEST SHALL EXTEND BEYOND AGREEMENT EXPIRATION DATE

Scope of Services:*
(Include Service Request scope of work, expected deliverables and results, and an overview of estimated cost calculations using **Attachment 1, Bid Proposal** Units of Measure and Unit Prices)

Report(s)*: ☐ Yes ☐ No *Shall be in accordance with Exhibit A of Agreement

Cost:	**Total estimated amount of this Service Request:**	
	The estimated amount of this Service Request shall not be exceeded without additional Caltrans Contract Manager written approval. The Contractor will be paid in accordance with **Attachment 1, Bid Proposal**	**$**

Approval Signatures:

I certify this Service Request complies with the provisions of Agreement Number **05A3060** 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 **05A3060** 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 **05A3060** shall be in full force and effect.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		CONTRACTOR	
Signature	Date	Signature	Date