

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711

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



June 8, 2026

Invitation For Price Quote (IFPQ)
IFPQ # 59A1386
Notice to Prospective Contractors

You are invited to review and respond to this Small Business (SB) Invitation for Price Quote (IFPQ), **IFPQ 59A1386** titled **Industrial Hygiene Services, Statewide**. In submitting your quote, you must comply with the instructions found herein.

"This solicitation is authorized pursuant to Government Code Section 14838.5, which provides for the award of contracts for the acquisition of goods, services, or information technology that has **an estimated value of greater than \$5,000.00, but less than \$250,000.00**, to a **certified SB, including a Micro Business, or a Disabled Veteran Business Enterprise**." A bid of \$250,000 and above will result in rejection of your bid due to non-responsiveness.

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

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

Phuong Vu
California Department of Transportation (Caltrans)
Email Address: Phuong.Vu@dot.ca.gov
Phone: (279) 234-2385

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

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFPQ. See **Section C1, Time Schedule**, for more details.

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

Sincerely,

PHUONG VU
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall provide all labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide on-call, as-needed industrial hygiene testing services, including but not limited to monitoring, sampling, and analysis of airborne hazardous materials, quality control testing, analyzing, and reporting of hazardous materials, quality control sampling, and quality control oversight to Caltrans Materials Testing Facilities statewide.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFPQ, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder (Prime and/or Subcontractor) must possess at the time of bid and throughout the duration of the Agreement the following:
 - A. **Certified Industrial Hygienist (CIH)** registered with the Board for Global EHS Credentialing, Inc. (BGC) (previously called the American Board of Industrial Hygiene). Bidder shall submit a copy of their valid and current certification with their bid submittal. Caltrans will validate Bidder's CIH certification at <https://gobgc.org/verify/>.
 - B. **Certified Site Surveillance Technician (CSST)** registered with the Department of Industrial Relations. Bidder shall submit a copy of their valid and current certification with their bid submittal. Caltrans will validate Bidder's CSST certification at https://www.dir.ca.gov/databases/doshcaccsst/caccsst_Query_1.HTML.
 - C. **Certified Asbestos Consultant (CAC)** registered with the Department of Industrial Relations. Bidder shall submit a copy of their valid and current certification with their bid submittal. Caltrans will validate Bidder's CAC certification at https://www.dir.ca.gov/databases/doshcaccsst/caccsst_Query_1.HTML.
 - D. **Certified Lead Inspector / Assessor** registered with the California Department of Public Health (CDPH). Bidder shall submit a copy of their valid and current certification with their bid submittal.
 - E. Bidder shall be a laboratory accredited by AIHA Laboratory Accreditation Programs, LLC (AIHA LAP). If Bidder is not a laboratory, then Bidder shall agree to use laboratories that are accredited by AIHA LAP. Bidder shall certify they are a laboratory accredited by AIHA LAP, or agree to use laboratories accredited by AIHA LAP, by signing the Certification Statement on the **Required Documents (Attachment 2)**.
2. Bidder (Prime and/or Subcontractor) 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.
3. Failure of bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the bidder's bid deemed non-responsive.

C) Price Quotation Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFPQ available to prospective bidders	6/08/26	
Written Question Submittal	6/15/26	2:00 p.m.
Final Date for Quote Submission	6/23/26	3:00 p.m.
Proposed Award Date (estimate)	6/30/26	

2. Questions and Answers

- A. Questions regarding this IFPQ must be submitted in writing. Bidders are encouraged to submit their written questions by **June 15, 2026**.
- B. Written questions must include the individual's name, firm name, complete address, and must reference **IFPQ No. 59A1386**. Questions must be sent to the following email:
Email: Phuong.Vu@dot.ca.gov
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the website for any changes or addenda that may be posted. Refer to **Section C1, Time Schedule**, for the IFPQ's schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

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

4. State General Prevailing Wages

State General Prevailing Wage Rates will apply for the County of where the services will be performed as described in the attached **Proposed Form of Agreement Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations (DIR) may be obtained via the Internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the DIR. By signing the 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.

5. Mandatory Organic Waste Recycling

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also Contractor will arrange for recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate 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.

6. 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 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, the Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

7. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a price quote proposal for an agreement 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 must be obtained and submitted with the proposal to validate the bid.

8. Subcontractors

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

9. 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.

10. 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 business days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E**, for the applicable and specific insurance requirements and coverage limits.

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

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

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

11. 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.

12. Darfur Contracting Act

A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of

which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents**, and submit with the proposal.

- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the Darfur Contracting Act Certification form.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code (PCC) 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, PCC Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company, during the Agreement award process with a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a Contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

13. Price Quote Submittal

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

IFPQ Number: 59A1386
PRICE QUOTATION SUBMITTAL
- C. All quotes shall include the documents identified in the IFPQ; see **Attachment 2, Required Documents**. Quotes not including the required documents may be deemed non-responsive. A non-responsive price quote is one that does not meet the basic quote requirements.
- D. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- E. **Email to:** Phuong.Vu@dot.ca.gov
- F. Pursuant to Government Code Section 14838.5, Caltrans must receive at least two (2) price quotes from certified SB/MBs or at least two (2) price quotes from DVBES before it can make an agreement award. Therefore, at Caltrans' discretion, if only one price quote is received, the timeframe for receipt of price quotes may be extended in order to receive the minimum number of quotes required by the Government Code. All prospective bidders will be notified via email of any extensions.
- G. Price quotes must include the performance of all the services described herein. Any attempt to modify the Price Quote Proposal document to deviate from the work specifications will not be considered and will cause a price quote to be rejected.
- H. A price quote may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any price quote on the basis that it is not responsive or from a responsible bidder and may waive any immaterial

deviation in a quote. Caltrans' waiver of an immaterial defect shall in no way modify the IFPQ document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

- I. Costs for developing price quotes and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- J. A bidder may modify a price quote after its submission by first withdrawing the original price quote and then by resubmitting a new price quote prior to the price quote submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- K. A bidder may withdraw a price quote by, prior to price quote submission deadline, submitting a written withdrawal request to Caltrans, at Phuong.Vu@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new price quote prior to the price quote submittal deadline. Price quotes may not be withdrawn without cause subsequent to the price quote submittal deadline.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must also indicate the title or position that the individual holds in the firm. A quote with an unsigned Bid/Bidder Certification Sheet may be cause for bid rejection.
- M. Caltrans may modify the IFPQ prior to the date fixed for submission of price quotations by the issuance of an addendum sent to all parties who received an IFPQ package.
- N. Caltrans reserves the right to reject all price quotes for reasonable cause.
- O. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFPQ requirements.
- P. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- Q. Caltrans does not accept alternate contract language from a bidder. A price quote with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) are not negotiable. The GTC 02/2025 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>.

14. Evaluation and Selection

- A. At the time of quote opening, price quotes will be checked for the presence or absence of required information in conformance with the submission requirements of this IFPQ.
- B. Caltrans will check the price quote submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Price quotes that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest price quote and meets all the specifications. A price quote meets the specifications

if it complies with all the requirements in this solicitation. In the event of a tie quote, Caltrans will draw lots to determine the successful contractor. Only one (1) price quote may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) price quote from an entity will result in all quotes from that entity being rejected and returned to the bidder.

15. Standard Conditions of Service

- A. Service shall not begin before the start date set forth in the Agreement; after all approvals have been obtained, and the Agreement is executed. Should Contractor fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's price quote and the actual cost of performing work by the second lowest bidder or by another contractor.
- B. All performance under the Agreement shall be completed on or before the expiration date of the contract.
- C. Antitrust Provisions
 - 1) In submitting a bid to public purchasing body, the bidder offers and agrees, and will require all of his other Subcontractors and suppliers to agree, that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the price quote, less the expenses incurred in obtaining that portion of the recovery.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code Section 4554).
- D. If 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 quoted, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost where, a) the purpose is to induce, promote, or encourage the purchase of other merchandise; or b) the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) the effect is to divert trade from or otherwise injure competitors.

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

16. Executive Order N-6-22 – Russian Sanctions

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

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

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder / Offeror must notify the State in writing if it:
 - 1) Intends to provide GenAI as a deliverable to the State; or
 - 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) Functionality of a State system,
 - b) Risk to the State, or
 - c) Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

PRICE QUOTE PROPOSAL**Attachment 1**

ADM-1412 (REV. 11/2025)

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit Of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	80	Per Hour	All labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide Certified Industrial Hygienist services, per STD 213, Exhibit A, Scope of Work.	\$	\$
2	80	Per Hour	All labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide Certified Asbestos Consultant services, per STD 213, Exhibit A, Scope of Work.	\$	\$
3	80	Per Hour	All labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide Lead Inspector services, per STD 213, Exhibit A, Scope of Work.	\$	\$
4	80	Per Hour	All labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide Industrial Hygiene Tech / Certified Site Surveillance Tech services, per STD 213, Exhibit A, Scope of Work.	\$	\$
5	75	Each	Asbestos: PCM Testing	\$	\$
6	50	Each	Asbestos: TEM analysis	\$	\$
7	50	Each	Asbestos: PLM method	\$	\$
8	50	Each	Lead: Flame AA	\$	\$
9	60	Each	Lead: Air NIOSH 7082	\$	\$
10	60	Each	Lead: Soil SW-846-7000B	\$	\$
11	60	Each	Lead: Soil SW-846-60100/60208	\$	\$
12	25	Each	Mold: ID of Fungal Structures via Direct Examination	\$	\$
13	25	Each	Mold: PCR	\$	\$
14	25	Each	Mold: Spore Trap Analysis	\$	\$

PRICE QUOTE PROPOSAL**Attachment 1**

ADM-1412 (REV. 11/2025)

15	25	Each	Mold: ERMI	\$	\$
18	25	Each	Moisture: meter	\$	\$
20	80	Each	Indoor Air Quality: Coal Pitch Tar	\$	\$
21	80	Each	Indoor Air Quality: Asphalt Fume	\$	\$
22	80	Each	Indoor Air Quality: Benzene	\$	\$
23	80	Each	Indoor Air Quality: Sulfur	\$	\$
24	80	Each	Indoor Air Quality: Bitumen	\$	\$
25	75	Each	Contaminant measurements particle meter	\$	\$
27	75	Each	Laboratory analysis (Bulk Samples): Asbestos PLM testing	\$	\$
28	75	Each	Laboratory analysis (Bulk Samples): Asbestos TEM analysis	\$	\$
29	25	Each	Drinking Water: ICP EPA 200.5	\$	\$
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 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. Bidder must submit **this checklist**. **Do not submit** the **Proposed Form of Agreement**, company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFPQ Requirements and/or as listed below.

- ☐ Attachment 1 – Price Quote Proposal (ADM-1412)
- ☐ Attachment 2 – Required Documents signed certification statement
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder 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](#)
- ☐ Copy of CIH Certification
- ☐ Copy of CSST Certification
- ☐ Copy of CAC Certification
- ☐ Copy of Lead Inspector/Assessor Certification

Only an individual authorized to bind the bidding firm contractually shall sign below. The signature shall indicate the title or position the individual holds in the firm. The Certification Statement is required in accordance with **IFB 59A1386, Section B, Item 1.E**.

CERTIFICATION STATEMENT: By signing below, I certify under penalty of perjury that for the duration of this Agreement (if awarded), my firm/laboratory is accredited by AIHA LAP, or I agree to use a laboratory accredited by AIHA LAP.

X _____ Printed Name and Working Title/Position	X _____ Signature
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The following documents will be requested of the WINNING BIDDER at time of contract award; they are NOT required at time of bid submittal:

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

Attachment 3
Proposed Form of Agreement

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

59A1386

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

August 1, 2026 (est.) or upon DGS approval, whichever is later

THROUGH END DATE

July 31, 2028 (est.)

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	6
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	6
+ - Exhibit E	Additional Provisions	4
+ - Attachment 1	Bid Proposal (attached upon award)	2
+ - Attachment 2	Bidder Declaration (GSPD-05-105) (attached upon award)	TBD
+ - Attachment A	District Labs	3

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

59A1386

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Commercial Services–State

Scope of Work

1. Contractor agrees to provide industrial hygiene services to the California Department of Transportation (Caltrans) Statewide Division of Engineering Services (DES), Caltrans Materials Testing Facilities (Labs), as described herein:

Contractor shall provide all labor, travel, materials, supplies, equipment, tools, and incidentals necessary to provide on-call, as-needed industrial hygiene testing services, including but not limited to monitoring, sampling, and analysis of airborne hazardous materials, quality control testing, analyzing, and reporting of hazardous materials, quality control sampling, and quality control oversight.
2. The services shall be performed statewide at various Caltrans Materials Testing Facilities/Labs (see **Attachment A, District Labs**).
3. Any reference to Caltrans Contract Manager shall also include his/her designee.
4. This Agreement will commence on **August 1, 2026 (estimate)**, or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **July 31, 2028 (estimate)**. The services shall be provided during business hours Monday through Friday, 6:00 a.m. to 5:00 p.m., excluding holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. 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:	Project Manager:
Caltrans Contract Manager: TBD	
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

6. Background

Caltrans personnel conduct testing at the labs to evaluate roadway materials used in Caltrans projects. Industrial hygiene monitoring and testing is required to protect the health and safety of Caltrans personnel conducting the materials testing and to ensure the reliability of the ventilation system as directed by the Division of Occupational Safety and Health (DOSH), also known as Cal/Osha, Title 8, Section 5155, Airborne Contaminants, and the American Conference of Governmental Industrial Hygienists (ACGIH) Industrial Ventilation Manual, Chapter 9, Testing of Ventilation Systems.

Exhibit A
Commercial Services--State

7. Contractor Requirements

- A. Contractor shall possess throughout the term of this Agreement, all certificates, registrations, licensing, training, and experience appropriate for the required services, and shall provide a qualified Certified Industrial Hygienist (CIH), Certified Asbestos Consultant (CAC), Certified Lead Inspector, Certified Site Surveillance Technicians (CSST).
- 1) Contractor shall provide qualified and responsible personnel to perform:
 - a) Monitoring for asbestos and mold
 - b) On-site and swipe samplings
 - c) Building surveys
 - d) Clearance inspections
 - e) Safety inspection
 - f) Air monitoring
 - g) Duties of a Certified Lead Inspector/Assessor
 - h) Duties of an Abatement Project Manager
 - i) Written Compliance Reports
 - 2) Contractor shall provide a qualified CIH responsible for the following services:
 - a) Professionally qualified through education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards, including indoor air quality requirements, California Occupational Safety and Health Administration (Cal-OSHA) requirements, and Environmental Protection Agency (EPA) requirements.
 - b) Certified in the comprehensive practice of industrial hygiene by the Board for Global EHS Credentialing (BGC) and able to perform typical duties which may include, assisting in reviewing and evaluating historical occupational safety and health data (which may or may not include employee-specific industrial hygiene monitoring data), along with the application of specialized knowledge relating to the field of industrial hygiene to prepare a written opinion concerning the extent, nature, and duration of employee exposure to occupational toxic substance(s), developing a sampling plan, interpreting test data, writing reports, consulting, and making recommendations.
 - 3) Contractor shall provide a qualified CAC responsible for the asbestos sampling and collection of samples.
 - 4) Contractor shall provide a qualified Certified Lead Inspector responsible for the lead sampling and collection of samples.
 - 5) Contractor shall provide a qualified CSST responsible for performing air sampling and bulk sampling collection
- B. Contractor shall provide Caltrans Contract Manager with an email address and a telephone number that is continuously monitored from 6:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays.
- C. No overtime, mileage, or per diem allowed on this Agreement.

Exhibit A
Commercial Services–State

8. Description of Work

- A. For laboratory sites identified as having exposure levels above the allowable Cal/OSHA California Code of Regulations (CCR) Title 8 permissible exposure limits, the Contractor shall monitor, as required by Title 8 Section 5191, Occupational Exposure to Hazardous Chemicals in Laboratories by testing. For each industrial hygiene test performed, Contractor shall provide a final written report within 10 business days, including its findings, to Caltrans Contract Manager, in accordance with the **Section 9, Service Requests**, and **Section 10, Reports**.
- B. Types of Industrial Hygiene Testing
 - 1) Asbestos – Swipe and air samples
 - a) Phase Contrast Microscopy (PCM) method
 - b) Transmission electron microscopy (TEM) analysis
 - c) Phase Polarized Light Microscopy (PLM)
 - 2) Lead – Swipe and air samples
 - a) Flame atomic absorption (AA)
 - b) Air National Institute for Occupational Safety and Health (NIOSH) 7082
 - c) Soil Solid Waste (SW)-846-7000B
 - d) Soil (SW)-846-60100/60208
 - 3) Mold – Swipe, tape lift, bulk, swab, wipe, and air samples
 - a) Identification (ID) of Fungal Structures via Direct Examination
 - b) Polymerase Chain Reaction (PCR)
 - c) Spore Trap Analysis
 - d) Environmental Relative Moldiness Index (ERMI)
 - 4) Moisture – Moisture meter (real time reading instrument)
 - 5) Indoor Air Quality Samples
 - a) Coal Pitch Tar
 - b) Asphalt Fume
 - c) Benzene
 - d) Sulfur
 - e) Bitumen
 - 6) Contaminant measurements particle meters
 - 7) Laboratory analysis:
 - a) Bulk samples
 - Asbestos via Polarized Light Microscopy (PLM) method or TEM

Exhibit A
Commercial Services--State

b) Drinking Water

Lead in drinking water by inductively coupled plasma (ICP) via EPA 200.5

9. Service Requests

- A. Caltrans Contract Manager will issue a Service Request for service via phone call (followed by an email) or email to Contractor whenever a service is needed.
- B. All Service Requests will describe in detail the services to be performed and shall include a "not-to-exceed" dollar amount and an estimated number of hours to complete set by Caltrans Contract Manager. Contractor shall not invoice for costs under any Service Request in excess of this amount unless authorized, in writing, by Caltrans Contract Manager.
- C. Contractor shall respond to Caltrans Contract Manager Service Request within eight (8) hours of issuance via phone call and/or email.
- D. Upon receipt of a Service Request, Contractor may perform an initial site analysis, prior to the start date of the Service Request and upon written approval of Caltrans Contract Manager. Contractor shall work with Caltrans Contract Manager to set up a mutually agreed date.
- E. Contractor shall submit a written estimate and a proposed schedule to Caltrans Contract Manager within two (2) business days from the issuance of a Service Request. The written estimate shall include a detailed cost breakdown, in accordance with **Attachment 1, Price Quote Proposal**. The estimate shall be forwarded to the Caltrans Contract Manager for review. Contractor shall not invoice for costs under any Service Request in excess of this amount unless authorized, in writing, by Caltrans Contract Manager. If Caltrans Contract Manager approves that additional time and money are required, Caltrans Contract Manager will amend the Service Request to update the information on the original Service Request.
- F. Reports and other work products shall be reviewed by Caltrans Contract Manager. Invoices shall not be paid until the Service Request is deemed complete by Caltrans Contract Manager.
- G. Service Requests may not be used to amend the Agreement, to extend beyond the termination date of this Agreement, or to exceed the scope of this Agreement.

10. Reports

- A. Contractor shall provide a final written report for each Service Request. The final written report shall be submitted to Caltrans Contract Manager within 10 business days after each industrial hygiene test performed and shall include the following:
 - 1) Summary of findings
 - 2) Risk Assessment
 - 3) Data evaluation
 - 4) Interpretation of data from the Industrial Hygiene Compliance Report
 - 5) Presentation and discussion of data compliance report for Cal/OSHA
- B. Contractor shall have a five (5) business day grace period. Failure to meet the 10 business day requirement or the five (5) day grace period for submission of the final report shall be cause for termination of this Agreement per **Exhibit D, Section 2**.

Exhibit A
Commercial Services–State

- C. Final written reports shall be included on all Service Requests and invoiced in accordance with **Attachment 1, Price Quote Proposal**.

11. Contractor Responsibilities

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards, in the sole opinion of Caltrans Contract Manager. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s) and/or the general public.
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience (in the sole opinion of Caltrans Contract Manager) to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans property, its occupants, or the public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.

12. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, vulgar, or otherwise offensive language, and shall conduct themselves in a professional manner at all times.
- B. Public safety and convenience are to be considered at all times. If any person employed by Contractor appears to Caltrans Contract Manager to be incompetent or to act in a disorderly, unsafe, or improper manner, that person will be removed from the premises immediately and will no longer be allowed to perform services pursuant to Caltrans Agreement, unless otherwise agreed upon by Caltrans Contract Manager.
- C. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate in a workplace, vulgar, offensive, or rude, Caltrans Contract Manager will have the right to request that employee be removed from doing further work on this Agreement by Contractor.

13. Inspection and Acceptance for Payment

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work or report is complete, and ready for acceptance testing or review. Work will be subject to inspection and approval by Caltrans Contract Manager. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor satisfied Contractor's duties and obligations under this Agreement, including specifically whether Contractor delivered all services and whether Contractor's services satisfied all of the applicable Agreement requirements (including acceptance criteria or tests).
- B. 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 this Agreement, and any work that needs correction shall be made at Contractor's sole cost and expense, and in a timely manner.
- C. Failure to begin work and complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default per **Exhibit D, Section 2**.

Exhibit A
Commercial Services–State

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
Commercial Services--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 **Attachment 1, Price Quote Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Attachment 1, Price Quote Proposal** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Invoices shall be submitted showing the Service Request for each billable increment. When Service Requests are assigned, the appropriate Service Request element(s) will be identified by Caltrans Contract Manager.
- D. Each invoice shall include:
 - 1) Agreement Number **59A1386**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Number of Hours by Classifications
 - 5) Hourly Rates
 - 6) Service Request Number(s)
 - 7) Description of Service Request(s)
 - 8) Laboratory Test(s) Performed
 - 9) Final Report(s)
- E. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 59 / Administration, Office of Bldg. Ops & Safety, MS-5
Attention: **TBD**
5900 Folsom Blvd.
Sacramento, CA 95819
- F. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose

Exhibit B
Commercial Services–State

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, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. 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 A**, 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. Contractors 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 Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Exhibit B
Commercial Services–State

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of 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 their Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by 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) The employer has complied with the 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. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the 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 and the Department of Industrial Relations Division (DIR) of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations, Division of Labor Standards Enforcement, and 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 a hard copy sent by regular mail on the business day following receipt of request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**,

Exhibit B
Commercial Services--State

above, to the entity that requested the records within 10 days after receipt of a written request.

- e) 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.
 - f) 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.
 - g) 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, it 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. 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 g** above, for noncompliance with the provisions of said Labor Code 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.
- G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit B
Commercial Services--State

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, inclusively.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of 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 its 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 its 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 general prevailing per diem wages by Subcontractor, Prime Contractor of 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) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of 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 Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay their 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 Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

Exhibit B
Commercial Services--State

- 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 to 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 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 the general prevailing wage rate of per diem wages and the 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 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 award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

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

12. Hours of Labor

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

Exhibit B
Commercial Services--State

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, PO Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Commercial Services–State

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 expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day 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 years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration, 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 any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Commercial Services--State

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- C. Contractor may only subcontract portions of the work to a qualified DGS Certified Small Business(es) (SB). No work may be subcontracted to any business not certified as a SB by DGS. Contractor must ensure that the subcontractor(s) is/are DGS Certified SBs and have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, including the DGS SB Certification, may be cause for termination per **Exhibit D**, above.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- E. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

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

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.

Exhibit D
Commercial Services--State

- B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on 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 final invoice.
- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

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

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Not Required)

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

9. Non-Solicitation

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

Exhibit D
Commercial Services--State

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

11. Specific Legal References

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

12. Equipment Indemnification

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

13. Force Majeure

- A. Except for defaults of Subcontractors, neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.
- B. If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

Exhibit D
Commercial Services–State

14. 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 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 existing 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.
 - 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 Section 5335.1).

15. Employment of Undocumented Workers

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

16. 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 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 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

Exhibit D
Commercial Services–State

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

17. Mandatory Organic Waste Recycling

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

18. 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.

19. Electronic Signatures

Each party agrees that 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.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) 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 the Caltrans Contract Manager at least 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 the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of 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.

Exhibit E
Commercial Services–State

- 2) The policy must include:

Caltrans, State of California, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed 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. Professional Liability

Contractor shall maintain Professional Liability at **\$1,000,000** covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

E. Satisfying a Self-Insured Retention (SIR)

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

F. Available Coverages/Limits

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

3. Licenses and Permits

- A. Contractor and Subcontractor shall be properly certified and possess the following:

- 1) Certified Industrial Hygienist (CIH) registered with the Board for Global EHS Credentialing, Inc. (BGC) (previously called the American Board of Industrial Hygiene).
- 2) Certified Site Surveillance Technician (CSST) registered with the Department of Industrial Relations.

Exhibit E
Commercial Services–State

- 3) Certified Asbestos Consultant (CAC) registered with the Department of Industrial Relations.
- 4) Certified Lead Inspector/Assessor.
- 5) Laboratory accredited by AIHA Laboratory Accreditation Programs, LLC (AIHA LAP).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- D. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. 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(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP 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 or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

5. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and 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.

Exhibit E
Commercial Services–State

6. 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 the 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.

7. Small Business or Disabled Veteran Business Enterprise Certification

- A. Contractor shall maintain its status as a DGS certified Small Business (SB)/Microbusiness (MB) or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.
- B. Subcontractor must also maintain its certification with the DGS Office of Small Business and Disabled Veteran Business Enterprise Services as a SB/MB or DVBE, as applicable, for the duration of this Agreement.

8. Contractor Registration Program

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

Attachment A
District Labs

Contractor's Name TBD
Agreement Number 59A1386
Page 1 of 3

Asset ID	Asset Name	Address	City	Zip
D-01-DME-LAB	DME Lab - Eureka	1726 Albee Street	Eureka	95501
D-01-CONST-NICE	Nice	2617 East Hwy 20	Nice	95464
D-01-CONST-FTBRA	Ft Bragg	925 N Franklin Street	Ft Bragg	95437
D-01-CONST-WILLITS	Willits	2134 Baechtel Road	Willits	95490
D-01-CONST-LLAKE	Lower Lake	15523 40th Avenue	Lower Lake	95457
D-01-CONST-REDWO	Redwood Valley #2	20 School Way West	Redwood Valley	95470
D-01-CONST-WILLO	Willow Creek	Hwy 96 Post Mile 0.60 (PO Box 300)	Willow Creek	95573
D-01-CONST-REDWO	Redwood Valley #1	20 School Way West	Redwood Valley	95470
D-01-CONST-FORT	Fortuna	180 Dinsmore Road	Fortuna	95540
D-01-CONST-KELSEYVILLE	Kelseyville	7663 Hwy 29	Kelseyville	95451
D-02-DME-LAB	DME Lab - Redding	1657 Riverside Drive	Redding	96001
D-02-CONST-REDBLUFF	Red Bluff	13700 Easy Hwy 36	Red Bluff	96080
D-02-YREKA	Yreka	1745 South Main Street	Yreka	96097
D-02-CONST-REDDI	Redding	1000 Center St.	Redding	96049
D-02-CONST-SUSAN	Susanville	471-800 Diane Drive	Susanville	96130
D-02-CONST-QUINCY	Quincy	1555 East Main Road	Quincy	95971
D-02-CONST-MT. SHASTA	Mt Shasta	1625 Mott Road	Mt Shasta	96067
D-02-CONST-ANTLERS	Lakehead	Antlers School Road	Lakehead	96051
D-02-CONST-ANTLERS	Lakehead	Antlers School Road	Lakehead	96051
D-03-DME-LAB	DME Lab - Marysville	5330 Arboga Road	Olivehurst	95961
D-03-CONST-YUBA	Yuba City Lab	379 Colusa Avenue	Yuba City	95991
D-03-CONST-ROCKLI	Rocklin	2520 Warren Drive, Suite B	Rocklin	95677
D-03-CONST-TRUCKEE	Truckee	555 West River Road, Suite 110	Truckee	96161
D-03-CONST-COLUSA	Colusa	1401 Will South Green	Colusa	95932
D-03-CONST-NEVADA	Nevada City	10057 Gold Flat Road, Suite B	Nevada City	95959
D-03-CONST-PLACER	Placerville	3065 Blair Avenue	Placerville	95603
D-03-CONST-SAC-ROS	Longview	3850 Roseville Road	North Highlands	95660
D-03-CONST-WOODLA	Woodland	601 N East Street	Woodland	95776
D-03-CONST-WOODLA	Woodland	601 N East Street	Woodland	95776
D-03-CONST-S.LAKE TAHOE	South Lake Tahoe	2243 Cornelian Drive	S. Lake Tahoe	96150
D-03-CONST-CHICO	Chico	2707 Notre Dame Blvd.	Chico	95928
D-04-DME-LAB	DME Lab - SF	325 San Bruno Avenue	San Francisco	94103
D-04-CONST-ORIN	Orinda	15 Camino Pablo	Orinda	94563
D-04-CONST-RICH	Richmond	3401 Regatta Blvd	Richmond	94804
D-04-CONST-SJ	San Jose	1007 Knox Avenue	San Jose	95122
D-04-CONST-HAY	Hayward	21339 Cabot Blvd	Hayward	94545
D-04-CONST-PET	Petaluma	1009 Clegg Court	Petaluma	94954

Attachment A
District Labs

Contractor's Name TBD
Agreement Number 59A1386
Page 2 of 3

Asset ID	Asset Name	Address	City	Zip
D-04-CONST-PLEAS	Pleasant Hill	3451 Vincent Road	Pleasant Hill	94523
D-04-CONST-SANM	San Mateo	1116 Amphlette Blvd # 3	San Mateo	94402
D-04-CONST-VALL	Vallejo	690 Walnut Avenue Suite 150	Vallejo	94592
D-04-CONST-DUBLIN	Livermore	3049 Indepedence Dr, Suite I	Livermore	94550
D-05-DME-LAB	DME Lab - San Luis Obispo	50 Higuera Street	San Luis Obispo	93401
D-05-CONST-SANTA B	Santa Barbara	3999 State Street, Maintenance Yard	Santa Barbara	93103
D-05-CONST-CUESTA	San Luis Obispo	1559 El Camino Real	Cuesta	93401
D-05-CONST-CAMBRIA	Cambria	3130 Hwy 46 Maintenance Yard	Cambria	93428
D-05-CONST-PASOROB	Paso robles	Whitney Gardens	Paso Robles	93946
D-05-CONST-PASORO	Paso Robles	3230 Riverside Avenue # 130	Paso Robles	93446
D-05-CONST-PRUNED	Prunedale	8115 Prunedale North Road	Prunedale	93907
D-05-CONST-SANTAM	Santa Maria	2053 Preisker Lane	Santa Maria	93454
D-05-CONST-CSC-Buelton	CSC (Buelton)	400 Santa Rosa Road - Granite Asphalt Plant	Buelton	93427
D-05-CONST-CSC-SANTAC	PMI-1257-1224 - CSC (Santa Cruz)	195 Capitola Rd Extension Maintenance Yard	Santa Cruz	95060
D-05-CONST-CSC-Willow Springs*	Big Sur	Big Sur Gorda Maintenance Yard	Big Sur	93920
D-06-DME-LAB	DME Lab - Fresno	1352 West Olive Avenue	Fresno	93726
D-06-CONST-BAKERS	Bakersfield	1824 Norris Road	Bakersfield	93308
D-06-CONST-FRESNO	Fresno	3240 N Millbrook Avenue	Fresno	93778
D-06-CONST-VISALI	Visalia	8530 W Roosevelt Avenue	Visalia	93291
D-06-CONST-MADER	Madera##	3469 Yeager Drive, Suite # 109	Madera	93639
D-06-CONST-KINGSBURG	Kingsburg Lab	183 West Ventura Court	Kinsburg	93631
D-07-CONST-WHITTIER (Lab 471)	Whittier	1940 S. Workman Mill Road	Whittier	90601
D-07-CONST-LA (Lab 473)	Los Angeles	1200 S. Sepulveda Blvd.	Los Angeles	90025
D-07-CONST-LONGBE (Lab 472)	Long Beach	301 E. Coolidge Street	Long Beach	90805
new to list May 2013 (Lab 538)	Santa Fe Springs	13230 Firestone Blvd. Ste J	Santa Fe Springs	90670
D-8-SRL	Southern Regional Lab	13970 Victoria St	Fontana	92336
D-08-CONST-VIDAL JCT.	Vidal	Jct SR 62 Jct SR 95	Vidal	92280
D-08-CONST-NEEDLES	Needles	800 San Clemente St	Needles	92363
D-08-CONST-VICTOR	Victorville	15367 Tamarack Road	Victorville	92392
D-08-CONST-BARSTO	Barstow	1800 Dill Road	Barstow	92311
D-08-CONST-CSC-MTN PASS-NIPTON	PMI-1355-1224 - CSC (Nipton)	94200 Clark Mountain Rd	Mountain Pass	92366
D-08-CONST-CSC-FAWNSKIN	Fawnskin	Fawnskin Maintenance Station	Big Bear	92315
D-08-CONST-FONTANA	Fontana Field Construction Lab	13970 Victoria St	Fontana	92336
D-09-DME-LAB	DME Lab - Bishop	500 S Main Street	Bishop	93514
D-09-CONST-Morgan Olsen Mobile Van	Shop 9 for retrofitting	500 S.Main Street	Bishop	93514
D-09-CONST-CSC -INDEPE	12240100055 - CSC (Independence)	Hwy 395, Independence Maint Station	Independence	92121
D-10-DME-LAB	DME Lab - Charter Way-Stockton	1976 E Charter Way	Stockton	95201
D-10-CONST-STOCKTON	Stockton Field Lab	3256 Tomahawk Drive	Stockton	95205

Attachment A
District Labs

Contractor's Name TBD
Agreement Number 59A1386
Page 3 of 3

Asset ID	Asset Name	Address	City	Zip
D-10-CONST-SONORA	SONORA	19596 Mono Way	Sonora	95370
D-10-CONST-CSC	Merced	1801 Motel Drive Maintenance Yard	Merced	95341
D-10-CONST-CSC Tr	NOT USED PRESENTLY			
D-10-CONST-IONE CSC Tr	lone	315 Depot Road Maintenance Yard	lone	95640
D-10-CONST-MODEST	Modesto	908 N Emerald Avenue	Modesto	95351
D-11-DME-LAB	DME Lab - Opportunity Rd -San Diego	7177 Opportunity Rd	San Diego	92111
D-11-CONST-BUENA VISTA #1	Buena Vista # 1	9851 Buena Vista Avenue	Santee	92108
D-11-CONST-BUENA VISTA #2	Buena Vista # 2	9851 Buena Vista Avenue	Santee	92108
D-11-CONST-IMPER-1	Imperial #1	722 Barioni Blvd.	Imperial	92251
D-11-CONST-IMPER-2	Imperial #2	722 Barioni Blvd.	Imperial	92251
D-11-CONST-BONSALL	Bonsall	3485 E Vista Way	Bonsall	92004
D-11-CONST-SPRVALL	Sweetwater/125	817 Sweetwater Road	Spring Valley	91977
D-11-CONST-CSC-AIR-1	12240100054 - CSC (Airway Rd #1 Chula Vista)	Rt 905 @ Airway Rd	San Diego	92154
D-11-CONST-CSC-Carmel Valley	Carmel Valley	2863 Carmel Valley Road	Del Mar	92104
D-11-CONST-CSC-AIR-1	1-15 #1 Lab	6755 Kearny Villa Rd	San Diego	92123
D-11-CONST-CSC-AIR-1	Citricado/Escondido	1780 West Mission Road	Escondido	92025
D-11-CONST-CSC-CARRCAN	12240100056 - CSC (CarrolCanyon-San Diego)	9235 Camino Santa Fe Road	San Diego	92121
D-12-CONST	Huntington Beach (field testing)	19601 Beach Blvd.	Huntington Beach	92647
D-12-CONST	Huntington Beach (plant inspection)	19601 Beach Blvd.	Huntington Beach	92647
D-12-CONST-CEMEX	Cemex Orange Plant	1730 N Main Street	Orange	92665
D-12-CONST-SAN JUAN	San Juan Plant	31511 Ortega Hwy	San Juan Capistrano	92675
D-12-CONST	Temporarily unused	19605 Beach Blvd. (temp. location)	Huntington Beach	92647
D-59-TRANSLAB	TransLab	5900 Folsom Blvd	Sacramento	95819