

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>

July 7, 2026

**Invitation for Bid (IFB)
IFB # 07A6322
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 07A6322**, titled **On-Call, and As-Needed Positive Location of Underground Utilities (Potholing) Services in Los Angeles County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net price to certified SBs or MBs (if applicable) are encouraged to submit bids. **Note: SB Public Works (SB-PW) certification does not count towards SB goals for this agreement.** See **Section D, Special Programs** in this IFB for requirements.

The DVBE Participation Program applies, and a **three percent (3%)** participation is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See **Section D, Special Programs** in this IFB for requirements.

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

The designated contact person for this IFB is:

Jean Mallare
California Department of Transportation (Caltrans)
Email address: Jean.Mallare@dot.ca.gov
Phone: (279) 234-2288

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

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

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

Sincerely,

Jean Mallare

Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, equipment, tools, parts, materials, supplies, disposal fees, traffic control, standard traffic control signage, travel, and incidentals necessary provide positive location of underground utilities services to Caltrans.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder shall possess at time of bid submittal, continually thereafter, and for the duration of the Agreement, a current and valid **Class A (General Engineering Contractor)** or a **C-12 (Earthwork and Paving Contractor)** license issued by the California Contractors State License Board (CSLB).
2. Subcontractor performing traffic control shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement a current and valid **C-31 (Construction Zone Traffic Control Contractor)** license issued by CSLB.
3. Bidder shall possess at 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.
4. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E**. Refer to **Section C, Bid Requirements and Information, Contractor's License**, for submittal requirements. Caltrans will verify bidder's Contractor License, and any Subcontractor Licenses, so it is not necessary to provide a copy.
5. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	07/07/2026	
Written Question Submittal	07/14/2026	
Final Date and Time for Bid Submission	07/21/2026	2:00 p.m.
Bid Opening	07/21/2026	2:30 p.m.
Proposed Award Date (estimate)	08/30/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **July 14, 2026**. Bidders must submit their questions via e-mail to Jean.Mallare@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 07A6322**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be

posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. **Costs Included in Bid Rates**

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

4. **Small Business Preference**

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference. **SB-PW certifications are not eligible for SB preference, as this is not a public works agreement.** For more information, refer to **Section D, Special Programs**.

5. **State General Prevailing Wage Rates**

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

6. **Mandatory Organic Waste Recycling**

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

7. **Motor Carrier Permit Requirements**

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

and maintain in good standing during the entire term of this Agreement the any such required MCP(s).

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

8. Contractor Registration Program

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

9. Contractor's License

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

10. Subcontractors

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

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

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

12. Insurance

- A. The bidder who receives the Agreement award, will be requested to provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation

before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E**, for the applicable and specific Insurance requirements and coverage limits.

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

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

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

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

- E. Available Coverages/Limits

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

13. 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.

14. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents**, and submit with the proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on Darfur Contracting Act Certification.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of

the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.

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

15. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.
- B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the Iran Contracting Act Certification (DOT ADM-0078), provided as a link in **Attachment 2, Required Documents**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.
- C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans Iran Contracting Act, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

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

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

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. Bidder / Offeror must notify the State in writing if it:
 - 1) Intends to provide GenAI as a deliverable to the State; or
 - 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a. Functionality of a State system,
 - b. Risk to the State, or

c. Contract performance.

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

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

18. Bid Submittal

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

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

YOUR RETURN ADDRESS

Agreement No. 07A6322
Bid Due Date: 07/21/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 07/21/2026
Bid Opening: 2:30 p.m.
Attention: Jean Mallare

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

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB’s **Required Documents, Attachment 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.

- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.

- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

19. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

20. Award

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

21. Protest

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

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

California Department of Transportation (Caltrans) Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Branch Chief 1727 30 th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Email: OLSProtests@dgs.ca.gov
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- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit, a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

Note: E-mail is the preferred method of protest delivery. If a bidder uses regular mail, It is suggested that you submit any protest by certified or registered mail.

22. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, 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 bid price 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 termination date of the Agreement.
- C. Antitrust Provisions
- 1) In submitting a bid to a public purchasing body, the bidder offers and agrees 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 this chapter, 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, attributable to overcharges that were paid.

- 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part 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 (Gov. 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 bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business (SB) or Microbusiness (MB) Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one (1) or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the Bid/Bidder Certification Sheet, as well as Bidder Declaration (GSPD-05-105). The bidder shall list the names of all certified SB firms being claimed for credit. Bidders must include quotes from each SB subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: osdshelp@dgs.ca.gov.
- G. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- H. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise..>

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with Participation Requirements

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

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

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

B. DVBE Incentive Program

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

- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the Bidder Declaration (GSPD-05-105). Information provided on the GSPD-05-105 shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.

3) Participation Table

Required 3% Participation

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

- 4) When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.
- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit of Measure	Item Description	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	1000	Per each excavation (first six (6) Linear Feet (LF))	Vacuum excavation (positive location) first six (6) feet; includes mark outs, backfill, hand dig, and report. Standard commercial grade backfill material shall meet the requirements, as described in Exhibit A, Scope of Work	\$	\$
2	1000	Per each additional LF	Vacuum excavation (positive location) each linear foot after first six (6); includes mark outs, backfill, hand dig, and report. Standard commercial grade backfill material shall meet the requirements, as described in Exhibit A, Scope of Work	\$	\$
3	300	Per excavation	Special backfill material other than native soil/asphalt/concrete required by City/County/Railroad via Encroachment Permit	\$	\$
4	200	Per each probe	Probing detection for the horizontal and vertical location; includes mark out and report	\$	\$
5	300	Per each detection	Electronic detection for determining the horizontal and vertical location; includes mark out and report	\$	\$
6	10	Per each inspection (first 350' LF)	Closed Circuit Television Inspection (CCTV) and robotic control up to first 350' LF; includes report	\$	\$
7	500	Per each additional LF	CCTV Inspection and robotic control each linear foot after 350' LF; includes report	\$	\$
8	10	One inspection up to 350' LF	CCTV float devices up to first 350' LF; includes report	\$	\$
9	500	Per each additional LF	CCTV float devices each linear foot after 350' LF; includes report	\$	\$
10	10	One inspection (first 350' LF)	Digital Video File up to first 350' LF includes report	\$	\$
11	500	Per each additional LF	Digital Video File each linear foot after 350' LF; includes report	\$	\$
12	10	Per each inspection (up to five (5) feet)	Video Recording up to five (5) feet; includes report	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

13	200	Per each location	Designating with Two-Dimensional Mapping including Ground Penetrating Radar; includes report	\$	\$
14	200	Each Occurrence	Traffic Control and Signage (sign board) One (1) Lane	\$	\$
15	40	Each Occurrence	Traffic Control and Signage (sign board) Two (2) Lanes	\$	\$
16	200	Daily per unit	Rental Equipment daily usage fee (backhoe, dump truck, etc. including equipment needed for hot patch work and specialized equipment)	\$	\$
17	Subtotal (Add Items 1 through 16)				\$
18	*Maximum allowable expenditure for Special Provisions as defined in Exhibit A . Actual costs shall be 10% of contract amount (supported by original receipts). The following will be reimbursed at actual cost, under this line item, with no allowance for markup: Railroad permit fees Railroad insurance as required* Railroad flagging* Encroachment Permits for Cities and Counties Permits for Freeway Closure – one (1) lane Permits for Freeway Closure – two (2) lanes Permits for Local Street Closure – one (1) lane Permits for Local Street Closure – two (2) lanes Police time (highway patrol)			The amount must be 10 percent (10%) of the Subtotal in Line 17 above. (0.10xSubtotal). Enter 10%	\$
1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive. 5) Contractor's bid rate includes the cost of all labor, tools, parts, materials, supplies, trucks, equipment, traffic control signage, and incidentals necessary for providing traffic control, verifying each underground utility, excavating positive location site areas, hauling soil/materials or equipment, and backfilling each positive location to complete the scope of this Agreement.				Total This Bid Proposal (Add Items #17 & 18)	\$

**Attachment 2
Required Documents**

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

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Disabled Veteran Business Enterprise Declarations (STD 843) [DVBE Declarations](#)
- ☐ Quotes from SB Subcontractors (on SB's letterhead)
- ☐ Quotes from DVBE Subcontractors (on DVBE's letterhead)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Iran Contracting Act Certification (DOT ADM-0078) [Iran Contracting Act Certification](#)
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

07A6322

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

October 1, 2026 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

September 30, 2028 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	15
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Additional Provisions	4
+ - Attachment 1	Bid Proposal-ADM-1412 (attach upon contract award)	2
+ - Attachment 2	Bidder Declaration, GSPD 05-105 (attach upon contract award)	2
+ - Attachment 3	Sample Service Request	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

07A6322

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 on-call and as-needed service Agreement for the positive location of underground utility facilities to the California Department of Transportation (Caltrans) as described herein.

Contractor shall provide all labor, equipment, tools, parts, materials, supplies, traffic control, standard traffic control signage, travel, and incidentals necessary to provide routine positive location services using air or water (this choice shall be at the discretion of Caltrans Contract Manager and/or the Utility Owner), vacuum excavation, hand excavation (may be required in some situations, i.e.: shallow depth, delicate pipe/conduit), dip measurements by accessing manhole lid/covers (may also be required in some instances), electronic detection, ground penetrating radar, and/or comparable methods acceptable to Caltrans Contract Manager and the utility facility owner, in order to locate underground utilities, and to perform related services (as described in this Agreement). Contractor will provide the actual location at any specific point, including horizontal alignment and vertical depth. The utilities include, but are not limited to, petroleum, data transmission, telephone, gas, electric, water, and sewer pipelines. In special circumstances, and only when authorized by Caltrans Contract Manager in writing, Contractor may use specialized equipment or other approved methods to determine the location of utilities under this Agreement.

2. Any reference to Caltrans Contract Manager shall also include his/her designee.
3. Contractor shall possess or have immediate access to equipment necessary to successfully complete the positive location, including, but not limited to, transmitters and receivers for electronic detection and ground penetrating radar equipment.
4. Contractor shall provide the Regional Notification Center's (Underground Service Alert [USA]) ticket number and date to the Caltrans Engineer and Caltrans Contract Manager upon opening the USA ticket.
5. Before starting work, Contractor shall verify the delineated areas within which the services will be provided have been marked out by the owners/operators of subsurface utility facilities. No work shall be performed until written verification is provided to Contractor.
6. If a utility owner does not respond to the Regional Notification Center's ticket or does not mark out its subsurface utility facilities, Contractor shall notify the Regional Notification Center of said failure on the part of the operator and request another ticket. Contractor shall notify Caltrans Contract Manager and/or the Caltrans Engineer within three (3) business days of said failure on the part of the utility owner to identify its subsurface facilities.
7. If the precise location of subsurface utility facilities cannot be determined by vacuum or hand excavation, Contractor shall request the utility owner provide additional information, to the extent that such information is available to and/or in the possession of the utility owner, in order to enable Contractor to determine and report the precise location of the subsurface utility. If Contractor has questions about the markings a utility owner has placed, Contractor shall contact the Regional Notification Center and request direct contact with the utility owner.
8. Changes to the positive location (underground location of utility facilities) plans (if any) must be authorized by the Caltrans Engineer at the site; and additional underground location of utility facilities sites (if any) beyond the contingency amount specified in the service request must be authorized by Caltrans Contract Manager.

Exhibit A
Commercial Services–State

9. Location of work

- A. Services shall be performed in various public or private locations in **Los Angeles County** within the designated service area. These services only apply to projects administered by Caltrans Division of Right of Way and Land Surveys, District 7. Any area that is outside of Caltrans District 07 is not part of this Agreement.
- B. The work will be performed within Caltrans Right of Way or a County or City property that is held for future construction projects or as excess property for a Caltrans project. Occasionally the work will be performed on private property and/or within an easement area.

10. This Agreement will commence on **October 1, 2026 (estimate)**, or upon approval by 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 **September 30, 2028 (estimate)**. The services shall be provided during working hours, Monday through Friday, except State holidays, between sunrise and sunset at the discretion of Caltrans Contract Manager. On rare occasion, weekend work may be requested and required. The parties may amend this Agreement as permitted by law. The parties may amend this Agreement as permitted by law.

11. 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:

12. Assignment of Work

A. Scheduling Service Requests

On an on-call basis, Caltrans Contract Manager shall assign specific services as described herein to Contractor through the issuance of **Service Requests, Attachment 3**. Each Service Request shall include at least six (6) positive location sites (at the initial 6' per location site depth rate) and will have a maximum distance of 30 miles of travel between the two (2) most distant location site points. When the maximum distance between location sites exceeds 30 miles, work shall be assigned in a separate Service Request. All work requested shall be limited to the type of work specified in this **Exhibit, A, Scope of Work**. Payment for these services shall be in accordance with **Exhibit B, Budget Detail and Payment Provisions** and **Attachment 1**. A sample **Service Request** is shown in **Attachment 3**.

Exhibit A
Commercial Services–State

- B. Each Service Request shall be signed by Caltrans Contract Manager. Contractor shall only perform work that is authorized and described in a written Service Request that is signed by Caltrans Contract Manager.
- C. Time Limitations
- 1) Contractor shall begin positive location within 10 working days of the date that notification (via e-mail) was received from Caltrans Contract Manager in a written Service Request. All work shall be completed before the expiration of 24 working days of Contractor's receipt of the Service Request unless otherwise authorized by Caltrans Contract Manager. Failure to meet the above specified time requirement may, at Caltrans' discretion, result in the termination of this Agreement for default per **Exhibit D, Section 2, Termination**.
 - 2) If Shoulder or Lane Closure is required to complete the Service Request, Contractor must submit a Traffic Control Plan no later than five (5) days after receiving the Service Request to:

District Traffic Management Center (TMC)
Attention: Sebastian Medina
Address: 100 S. Main Street Los Angeles, CA 90012
Phone: (323) 627-2957

- 3) The approval process of the Traffic Control Plan may add 7-10 working days to the above timeline; and, if the timeline is changed by such addition, all work shall be completed within 14 working days of the date Contractor receives the TMC's approval of the Traffic Control Plan.

13. Description of Work

A. Request for Work

- 1) Upon receipt of the written Service Request from Caltrans Contract Manager, Contractor shall mark-out in white paint the area where the positive location excavation will be performed. Contractor shall telephone the appropriate Regional Notification Center for operators of subsurface installations to inform them of the location of the potholing. The Regional Notification Centers include, but are not limited to the following:

NOTIFICATION CENTER	TELEPHONE
USA NORTH 811	1-800-642-2444

- 2) No work shall be performed unless the utility owner has marked out the horizontal location of the utility in accordance with Regional Notification Center guidelines. If the utility is not so marked out, Contractor will immediately notify the Regional Notification Center in writing.
- 3) USA Ticket Process
 - a) Contractor shall, prior to performing any excavation or positive location services, contact the appropriate Regional Notification Center and open a USA ticket for each work assignment site. Contractor shall provide the USA ticket number and the date the ticket was opened to the Caltrans Engineer and Caltrans Contract Manager.

Exhibit A
Commercial Services--State

- b) Contractor shall ensure that all utility owners/operators identified on the USA ticket have been notified and have marked out their subsurface facilities in accordance with Regional Notification Center guidelines. No work shall begin until Contractor has received written verification that all markings have been completed.
 - c) If a utility owner or operator fails to respond to the USA ticket or does not perform required mark-outs, Contractor shall notify the Regional Notification Center of the non-response and request issuance of another ticket. Contractor shall notify Caltrans Contract Manager and/or Caltrans Engineer within three (3) business days of the non-response.
 - d) Contractor shall maintain documentation for each USA ticket, including ticket number, ticket date, utility owner responses, and all correspondence related to ticket status. All documentation shall be retained in the project file for each Service Request and shall be made available to Caltrans upon request.
 - e) The USA ticket requirements described above are mandatory and apply to all excavation and positive location activities. These requirements correspond to and supplement the procedures described in Items 4 and 6 of this Scope of Work.
- 4) After the utility owner has marked out the horizontal location of the utility location in accordance with the appropriate Regional Notification Center guidelines, Contractor shall perform positive location services for the purpose of locating the underground utility facilities at designated locations. Pursuant to the instructions on the Service Request, Contractor shall notify (in writing) Caltrans engineer/inspector of the date and location of the commencement of work. Contractor shall notify (in writing) the Utility Owner's representatives not less than three (3) days in advance of when the Utility Owner's representatives will be scheduled to be at work site, and Contractor **shall have the name and telephone number of a Utility Owner contact person for use in emergency situations.**
 - 5) When located, the Caltrans engineer/inspector shall verify the utility is positively located, and Contractor set reference points and took measurements that satisfy Caltrans' survey requirements.
 - 6) If, after diligent effort, Contractor cannot locate a designated facility, the on-site Caltrans engineer/inspector can authorize up to four (4) additional holes. If this additional effort does not locate the facility, Contractor shall discontinue location efforts on that facility and notify the Caltrans engineer/inspector that a request should be made to Caltrans Contract Manager for written authorization to use special equipment for locating purposes.
 - 7) Contractor, after receiving written authorization from the Caltrans engineer/inspector, shall then backfill each positive location site area in compacted lifts and restore the area and surface to a safe usable condition and to its original condition as specified under Excavation Materials below.
- B. Contractor's Obligations
- 1) Contractor shall comply with the traffic handling procedures specified in the Department of Transportation's current Manual of Traffic Controls for Construction and Maintenance Work Zones, and complete Caltrans Lane Closure System training upon execution of the

Exhibit A
Commercial Services–State

Contract. This manual can be obtained from the Department's website at <https://dot.ca.gov/programs/safety-programs/camutcd> or from Caltrans Contract Manager.

- 2) Contractor shall plan and execute all work in a manner that minimizes interference with public traffic.
- 3) Contractor shall be responsible for all routine traffic control, including lane closures, traffic control flaggers, and traffic control signage (when required). The cost of such traffic control will be charged at the per service bid rates (**Item 14 and 15**) on **Attachment 1, Bid Proposal**, and no additional compensation will be paid for manpower, materials, or equipment utilized for that purpose.

C. Preservation of Property

Contractor's operations shall be conducted in a manner that ensures the safety and integrity of the utility and avoidance of damage to exposed utility facilities, including wrappings and coatings. In the event of suspected or actual damage to a facility, Contractor shall stop work and notify the utility facility owner and Caltrans Contract Manager, and Contractor shall take no further positive location services until the utility owner determines and states the next actions that should be taken. Contractor shall be responsible for taking the indicated actions and shall be liable for all costs involved in any repair or replacement of a facility.

D. Excavation Materials

- 1) Typically, only a small volume of soil will be removed from a proposed excavation to locate an underground utility facility. The displaced soil shall be stockpiled within the defined work area. Upon completion of the location of the underground utilities, the stockpiled soil shall be utilized for the backfill of the excavation. Contractor shall be responsible for removal and disposal of any excess soil and dirt.
- 2) If the material removed from the positive location site area excavation is unsuitable for backfill or compaction, Contractor shall provide other standard commercial grade backfill material as required by the Caltrans Engineer/Inspector. Standard commercial grade backfill material includes sand, gravel, and crushed stone with the ability to meet compaction standards. The cost of standard-commercial grade material shall be included in the per excavation bid rates and no additional compensation will be paid.
- 3) When using material other than standard commercial grade backfill material, due to the requirements of City/County/Railroad via the Encroachment Permit, Contractor shall be reimbursed for the material as "Special Backfill Material." A copy of the Encroachment Permit shall be provided to Caltrans Contract Manager immediately, along with the cost to complete the work as specified in the Encroachment Permit, to ascertain authorization for additional funding.
- 4) Special material for backfilling with permanent pavement requires a one (1)-year limited warranty. Material(s) must be required by City/County/Railroad and must be documented on the Encroachment Permit.
- 5) Temporary paving (cut back or cold asphalt concrete) shall be placed on all paved surface excavations within the right of way at the end of each day's work. Said temporary paving shall be maintained as required by the Caltrans permit when working within the Caltrans right of way, or in a manner approved by the City or County having jurisdiction over the

Exhibit A
Commercial Services--State

project area when working outside Caltrans right of way. When ordered by Caltrans or a City or County inspector to fix the temporary paving, Contractor shall immediately take action to correct the temporary paving. In the event no action is taken within one (1) working day, the State, City, or County may direct that the work be performed and may invoice Contractor for the total cost of all corrective work and any administrative fees. Contractor shall pay the total cost of such corrective work and will not be reimbursed by Caltrans for such work.

- 6) When the existing surface is a hard pavement material, Contractor shall restore the site by placing asphalt concrete, Portland cement concrete, or other material that, as a minimum, conforms to the quality, appearance, and thickness of the existing material. The top one (1) foot in the case of soil or the top one (1) foot below a hard surface shall be placed and compacted in the following layers:

Top	2 inches
Next	2 inches
Next	4 inches
Lowest	4 inches

- 7) A relative compaction of not less than 90% shall be obtained in all material, except that 95% shall be obtained in all shoulder areas and in areas beneath asphalt concrete, as defined by the Caltrans representative.
- 8) When the existing surface is Portland cement concrete curb, gutter, or sidewalk, then commercial grade Portland cement concrete shall be used to replace the existing sidewalk, curb, or gutter in kind after the compacting of the base material as described above.
- 9) When the existing surface is asphalt concrete, then Contractor shall place and compact hot asphalt concrete produced from commercial quality asphalt and aggregates that are equal to or better than the existing pavement as required or with a cold material produced from commercial quality asphalt and aggregates acceptable to Caltrans.

E. Equipment, Tools, and Incidentals

Contractor shall provide all tools, equipment and incidentals necessary for providing traffic control, verifying each underground utility, excavating positive location site areas, and backfilling each positive location site area as directed and authorized by Caltrans Contract Manager and/or Caltrans Engineer. Certain circumstances may require specialized equipment not specified on **Attachment 1, Bid Proposal** and must be pre-approved by Caltrans Contract Manager and/or Caltrans Engineer/Inspector. The cost of these items is included in the bid rates set forth under **Line Item 16 in Attachment 1, Bid Proposal**.

F. Failure to Locate a Utility

No payment shall be made for a request for services if Contractor fails to locate the requested utility facility due to Contractor errors, omissions, or failure to comply with the provisions of this Agreement. Contractor shall be compensated for efforts if the failure to locate is not due to Contractor's errors, omissions, or failure to comply with the provisions of this Agreement.

Exhibit A
Commercial Services--State

G. Final Clean-Up

Contractor shall leave each worksite in a clean and neat condition that is reasonably acceptable to the Caltrans engineer/inspector. If a worksite is not left in a clean and neat condition, Contractor shall be called back to correct the condition and Contractor shall receive no additional compensation for the work. If Contractor fails to clean up the worksite after being called back, Caltrans shall offset and deduct its full cost of clean-up services from any amounts owed to Contractor.

H. Permits

Contractor shall secure all necessary permits from cities, counties, and/or local agencies for work performed off the Caltrans right of way as well as those involving work within railroad rights of way, for work under this Agreement. Contractor shall schedule the work to meet all conditions of the permits and this Agreement.

I. Rights to Enter on Private Property

When a positive location of underground utility facility must be conducted on private property, Caltrans shall obtain, at no cost to Contractor, a Right to Enter document that is signed by the property owner. Said Right to Enter document shall be made an attachment to the Service Request.

J. Contaminated Materials

- 1) In the event Contractor encounters suspected contaminated materials while performing its work, Contractor shall immediately cease work and advise the on-site Caltrans engineer/inspector. If there is no Caltrans engineer/inspector on site, Contractor shall stop work and backfill excavation with the same excavated soil and promptly inform Caltrans Contract Manager. The parties agree that backfilling the excavation with the same soil is common practice used by utility companies and that it is allowed and acceptable to both parties and the Department of Toxic Substances Control); and then Caltrans Contract Manager or on-site engineer/inspector will be responsible to determine the next course of action.
 - a) Any stockpiled contaminated soil must be contained using sandbags and/or covered with a waterproof material to be protected from coming into contact with storm water or becoming suspended in the air.
 - b) If the positive location activity involves contaminated material found on a property that is not owned by Caltrans, the Caltrans on-site engineer/inspector or Caltrans Contract Manager shall be notified so that the property owner can be informed and a determination of responsibility for further action can be made at that time.
- 2) Contractor compensation for these delays shall be limited to the basic cost of one (1) positive location.
- 3) Contractor shall prevent any water that contains soil in suspension or water that contains any other contaminant from entering local drainage systems.

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K. Report Writing

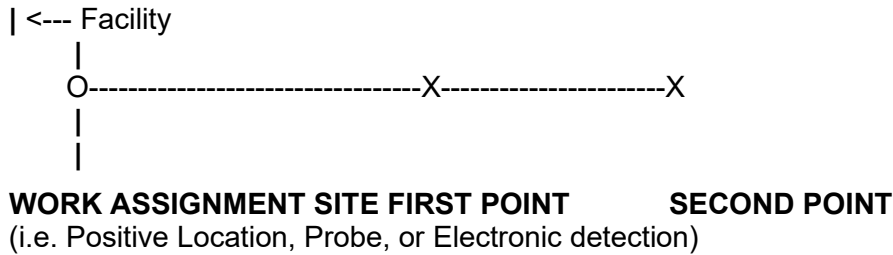
Contractor shall provide a written report stating the date for and exact location of each work assignment site. The report shall contain detailed findings, including but not limited to a description of the type, size, and depth of the utility facility; if present, the thickness of pavement in inches, types of tools, equipment and methods used for the positive location; whether the subsurface utility was marked by the utility owner; and whether the marking was in the correct location. Distances to fixed objects such as sidewalks, fence posts, etc. must also be referenced. Each work assignment site shall be identified by a number at the site and referenced in the report. This report must be in an 8.5" x 11" page format and shall be submitted to Caltrans within five (5) business days of the positive location of the utilities. In addition, Contractor shall use a GPS device (cellular phone acceptable) to measure and report the latitude/longitude of the exact location of each work assignment site, and the measurement must be collected to at least six (6) decimal places. Also, to facilitate future recovery and location, Contractor shall take a minimum of six (6) color photographs of the actual Positive Location work site and the surrounding area and include them in the report. The cost of this report is included in the bid rates set forth in **Attachment 1, Bid Proposal** and no additional compensation shall be paid.

L. Marking of Work Assignment Site

The vertical depth of the utility facility will be determined by the assigned detection method (i.e., vacuum excavation, probe, and/or electronic detection), and will be measured and marked by a Caltrans survey crew; however, if the survey crew is not available or otherwise directed by Caltrans Contract Manager, Contractor will measure the vertical depth of the utility facility and mark the positive location site area as follows:

- 1) Each work assignment site shall be marked showing 1) the number of the positive location sites, probe or electronic detection, 2) the size, type (if by vacuum excavation method) and vertical depth of the utility facility, and 3) where possible (in paved areas), the horizontal direction of the facility. The vertical depth of the utility facility shall be established using standard survey procedures approved by Caltrans Contract Manager and/or Caltrans Engineer and shall be measured from the top of the facility (typically "top of pipe").
- 2) If the work assignment site is in a non-paved area, Contractor shall drive a wooden stake or peg adjacent to the work assignment site. The stake/peg top shall be no greater than one (1) inch above grade. All depth measurements shall be made relative to the elevation of the top of the stake/peg, i.e., measure from a level line with the top of the stake. The stake shall be marked or tagged (with a tag equivalent to a standard Caltrans marking tag) with the information required above.
- 3) All markings shall be durable enough to remain clearly visible for no less than two (2) months.
- 4) All work assignment sites shall be referenced with two (2) points: the first (1st) reference point, at right angles to the direction of the facility, offset from the work assignment site, tagged with the horizontal distance to the facility and vertical depth of the facility, and the second (2nd) reference point on a line at right angles to the direction of the facility passing through the first reference point. See illustration below. Nails will be placed in paved areas (painted clearly with an identification number). Wooden stakes or pegs (marked clearly with an identification number on a guard stake) will be used in unpaved areas.

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5) The State's survey crew will tie the reference points into the State's control network.

M. Work During Construction Contracts

If any work is to be done within the limits of an active construction contract administered by Caltrans, Contractor shall notify and obtain permission to enter the work site from Caltrans Resident Engineer. Contractor shall cooperate with all other contractors or other forces to the end that hindrance to their work shall be avoided. The right is reserved to perform other or additional work at, or near the site at any time, by the use of other forces.

14. Methods of Positive Location

Vacuum excavation and other acceptable methods shall accomplish positive identification of all high priority or other utilities. Combinations of methods may be more effective than a single method. Caltrans Contract Manager is responsible for determining the methods of specifically identifying the facility and of locating the horizontal and vertical position. These determinations should be made after obtaining input from the utility owners and the Caltrans District Utility Coordinator and/or Caltrans Engineer. Reference material, see:

http://www.dot.ca.gov/hq/oppd/pdpm/apdx.htm/apdx_II/apdx_II.htm

A. Category A - Vacuum Excavation

Location by vacuum excavation to expose the facility is the preferred method to specifically identify the facility and to determine the precise horizontal and vertical position. The following will be types of Category A:

- 1) Initial six (6) feet deep hole
- 2) Each additional linear foot after six (6) feet deep hole
- 3) Detectable facilities
- 4) Non-detectable facilities

Prior to the start of vacuum excavation, an electronic detection shall be performed when necessary to confirm the utility facility below.

B. Category B – Probe and Dip Measurement

- 1) Locating facilities by probing is an acceptable method of determining the horizontal and vertical position of a facility. Probing the facility at the required intervals, with the addition of one (1) or more positive location sites to ensure positive identification of the facility, is an acceptable method. Caltrans Contract Manager must determine the number and location of positive location sites and probes, after obtaining input from the utility owners and the Caltrans District Utility Coordinator. The following is the State's definition of probing: rods physically inserted in the ground to mechanically or electronically locate an underground facility without exposing the facility.

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- 2) Dip measurement (maintenance access lid/manhole) may be used when taking depth measurement by lifting a manhole cover and inserting probe or appropriate tool to get an accurate reading of depth.

C. Category C - Electronic Detection

Electronic detection (**Active Locating** - Locating an underground line by means of electronic signals generated by a transmitter and receiver, electromagnetic techniques and or acoustic instruments) for determining the horizontal and vertical location, is acceptable when used in conjunction with positive location to ensure proper facility identification and to verify the accuracy of electronic readings. Electronic detection is particularly effective for determining that the utility is outside the construction area or well below a prescribed depth. Caltrans Contract Manager is responsible for determining the number and frequency of the supplemental positive location and/or probing requirements, after obtaining input from the utility owners and the Caltrans District Utility Coordinator.

15. Closed Circuit Television (CCTV) Specifications

In order to establish a working criterion for video reporting quality, to be maintained throughout the Agreement, Contractor shall submit for approval, a video file and corresponding written report of the first actual mainline inspection. Upon review, Caltrans Contract Manager will notify Contractor if the quality of the video and written report is not acceptable, or if corrections must be made on subsequent video files and written reports. The video file format shall be mutually agreed upon by the parties.

16. Reporting Format

- A. When the camera is stopped or backed up, the reason for stopping and/or backing must be audio recorded.
- B. Unusual or uncommon conditions will be recorded on the video file. Contractor shall provide Geographical Information System (GIS), if available, which consists of computer hardware and software that store, manage, analyze, edit, output, and visualize geographical data.
- C. When the video camera is to be stopped for a period longer than 30 seconds due to breakdown of equipment or for any reason other than analyzing conditions, the video file shall be stopped so as not to add wasted time to the video file. Contractor shall provide GIS, if available.

17. Digital Video File

- A. With each digital video file, Contractor shall provide GIS, if available.
- B. The delivery of the video file to Caltrans Contract Manager shall be not later than the fifth (5th) working day after the individual video file is created.
- C. Contractor shall submit each completed inspection video file as soon as it is processed and completed; that is, Contractor shall not batch its submittal of files.
- D. Each video file submitted shall contain one mainline run per each. Video files with multiple runs will NOT be accepted. Any Video file submitted with more than one mainline run shall be rejected and returned to Contractor for re-creation.

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- E. Contractor's payment will be based on the lineal footage of mainline pipe video that is created and reported. Caltrans must have the video files in hand in order to verify quantities for payment. Should a video file be submitted which is not of a quality which conforms to the specifications herein, said inspection will not be accepted nor considered for payment.
- F. Copies from these video inspections shall be furnished to, and shall become the property of, Caltrans. The digital files shall have 1080 resolution or better. Video files shall be labeled with the date of the inspection, street names (and cross streets), the pipe type and pipe diameter, starting and ending locations, the direction (upstream or downstream) the camera faced in the pipe.
- G. Video files that are not clear or do not clearly show each joint will be rejected and those sections of pipe shall be re-created at Contractor's expense with no additional cost to Caltrans.
- H. Video recording shall be accomplished using a 360-degree radial view, color television camera (a.k.a. pan and tilt) with a mechanical footage counter and shall have a light source providing adequate illumination and clear, in-focus picture quality acceptable to Caltrans Contract Manager. The camera picture quality shall have a clear, in-focus picture with the necessary illumination to inspect down the pipe a minimum distance of 10-15 linear feet along the crown, invert and side-walls of the pipe, and into side sewer connections a distance of up to 5 feet using the pan and tilt camera system. The camera shall have a minimum resolution of 1080. The camera system shall be operative in 100% humidity conditions. To ensure peak picture quality throughout all conditions encountered during the inspection, a variable intensity control of the camera lights and the remote-control adjustments for focus and iris shall be located at the monitoring station. Focal distance shall be adjustable through a range of six (6) inches to infinity.
- I. The audio portion of the CCTV inspection shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Unintelligible narration, inappropriate comments on the narration, or narration that does not track with the picture, are not acceptable and will require the re-televising of the mainline until acceptable to Caltrans Contract Manager. Re-creation will be at Contractor's expense. Audio portions of the inspections shall be recorded by the operating technician on the video files as they are being produced, and shall include the location of the mainline segment, the direction of travel of the camera, the pipe size and type, joint spacing, the weather conditions during inspection, and a description of the mainline pipe as they are encountered.
- J. Written reports shall be submitted along with the accompanying video files and shall be typewritten or legibly written (legibility to be determined by Caltrans) reports, which include the date of the inspection, street names (and cross streets), the pipe type and pipe diameter, joint spacing, the weather conditions during the inspection, starting and ending locations, the direction (upstream or downstream) the camera faced in the pipe.
- K. Contractor shall proof and review each video file and written report before submitting to Caltrans to ensure that the video file and written report meet the quality requirements that are specified herein. As determined by Caltrans Contract Manager, unacceptable video files or reports shall be recreated at Contractors' sole expense.

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18. Designating with Two-Dimensional Mapping

Designating with two-dimensional mapping is called "designating". It involves the use of geophysical prospecting techniques, including electromagnetic, magnetic, sonic, or other energy fields to determine and indicate the existence and approximate horizontal position of underground utilities. Designating shall be accomplished in the following manner:

- A. Electromagnetic methods include the following: pipe and cable locators (inductive, conductive, active, and passive modes), terrain conductivity, ground penetrating radar, ground resistivity techniques, optical methods, and computer-driven algorithms coupled with data collection techniques.
 - 1) A wide variety of pipe and cable locators are almost always necessary for a successful utility mapping project.
 - 2) A wide range of available frequencies is necessary to search for utilities. In general, frequencies from 50Hz, to 480Hz can be successful. It is usually prudent to have this complete range during a utility search.
 - 3) Devices are necessary for metallic utilities or utilities that can accept a metallic conductor or transmitter (sonde) inserted into them (e.g.: empty conduits, storm/sanitary sewers with access, empty and accessible pipes, etc.).
 - 4) Terrain conductivity is sometimes a useful method for typical utilities and usually necessary for Underground Storage Tanks (UST), well, and septic field detection and mapping.
 - 5) Metal detectors are necessary for finding shallow manhole lids, valve box covers, and other underground utility facility features.
 - 6) Ground Penetrating Radar (GPR) is a utility detection technique whose usefulness is limited to specific projects. Its costs are high and probabilities of success, versus other methods, are low. Under the right conditions, GPR can be a useful tool to assist in detecting close-to-the-surface and medium-to-large diameter utilities. Many firms lease the most up-to-date models on a case-by-case basis due to rapidly changing technology.
 - 7) Optical methods, such as cameras to image and provide records of cables in vaults or look into empty conduits and pipes, can be useful.
- B. Magnetic methods typically use gradiometrics. Isolated shallow ferrous utilities, underground storage tanks, wells, and vault covers may be detectable via this method. Joints on otherwise undetected pipes may be detectable due to the bi-polar magnetic field of pipes. Gradiometers, such as the Schonstedt GA-52B, are a standard tool for utility mapping purposes.
- C. Elastic wave methods are necessary. Typically, there are three (3) separate types of acoustic emission that should be available: resonant sonics, active sonics, and passive sonics. All three (3) require different pieces of equipment.
- D. All utilities facilities shall be marked with the approximate horizontal location (approximate location of subsurface installations means a strip of land not more than 24 inches on either side of the exterior surface of the subsurface installation) in silver biodegradable paint. Two (2) - dimensional mapping shall be forwarded to Caltrans Contract Manager within 10 working days after completion of the Service Request.

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19. Special Provisions

- A. There is a range of services that may require additional services not specified but are necessary to complete the work described herein. The items listed below are of a nature that has been deemed improbable but possible. Therefore, at the discretion and upon request from Caltrans Contract Manager, Contractor shall provide the following.
- B. The following expenses must be included in the mutually signed Service Request before the expenses are incurred. The Service Request must list the expense and the amount of the expense. These expense items are set forth below:
 - 1) Railroad permit fees
 - 2) Railroad insurance*
 - 3) Railroad flagging*
 - 4) Encroachment Permit for Cities and Counties
 - 5) Permits for Freeway Closure – one (1) lane
 - 6) Permits for Freeway Closure – two (2) lanes
 - 7) Permits for Local Street Lane Closure – one (1) lane
 - 8) Permits for Local Street Lane Closure – two (2) lanes
 - 9) Police time (highway patrol)

*Railroad flagging and railroad insurance are services that are provided by the respective railroad companies and/or their designated contractors. The costs associated with these fees are pass through costs and they must be approved, in writing (including email), in advance by Caltrans Contract Manager.
- C. Contractor will be reimbursed for the actual costs (including applicable sales tax), without additional allowance for markup, for the Special Provisions listed above and as approved by Caltrans Contract Manager. An original receipt or invoice verifying the actual cost(s) is required.

20. Work and Service Requests

- A. Specific work will be assigned by Caltrans Contract Manager to Contractor through issuance of Service Requests that describe the specific services to be performed and the specific costs of these services. Caltrans Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables set forth in a Service Request.
- B. Prior to commencing any item of work, a written Service Request shall be prepared for the specific work to be accomplished. Each Service Request shall be agreed to and signed by Contractor and Caltrans Contract Manager.
- C. Contractor shall only perform work that is authorized and described on a written Service Request that is signed by both Caltrans Contract Manager and Contractor.
- D. Contractor shall maintain a complete project file for each Service Request performed under the Agreement. This file shall be made available to Caltrans Contract Manager during normal work hours and shall be transferred to Caltrans upon completion of work under the Service Request.

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- E. Caltrans will identify all work to be performed under this Agreement through preparation of a draft Service Request, less the cost estimate. The draft Service Request will identify (with specificity):
- 1) purpose or goal of the Service Request,
 - 2) scope of services,
 - 3) description of the work to be performed and the project deliverables,
 - 4) performance criteria for the work (which demonstrate that the project deliverables satisfy the purpose or goal of the Service Request),
 - 5) the Service Request term, dates of service or project schedule, and/or due dates,
 - 6) the expenses described in **Section 19 (Special Provisions)**,
 - 7) and sufficient data to tie the Service Request to the Contract, including:
 - a) Contract number
 - b) Service Request number
 - c) Name and Signature of Caltrans Contract Manager (as written approval)
 - d) Name of Requester
 - e) Date of Request
 - f) Date Service Required
 - g) Cost Estimate
- F. Upon receipt of the Service Request, Contractor shall review the Service Request and prepare a written estimate of the number of hours per staff person, the anticipated reimbursable expenses, and the total dollar amount. Contractor shall return the draft Service Request to Caltrans within no more than 10 calendar days after receipt.
- G. The cost estimate shall be in the format described in the draft Service Request. Contractor will provide a good-faith cost estimate using their professional judgment. Provided agreement is reached on the Service Request terms, the finalized Service Request shall be signed by both Caltrans and Contractor. If Caltrans and Contractor are unable to reach agreement, the work described in the draft Service Request shall not be performed by Contractor and Caltrans shall not pay for any work described on the Service Request.
- H. A Service Request is not valid until and unless it is executed by both parties. No payment will be due or made for any work performed on an unsigned or a partially signed Service Request, and Caltrans shall not pay for any work described on the unsigned or partially signed Service Request.
- I. Contractor shall not commence performance of work or services on a Service Request until it has been signed by both parties and Caltrans Contract Manager provides Contractor with a written notification to proceed. No payment will be due or made for any work performed before the Service Request has been signed by both parties and Caltrans Contract Manager has provided Contractor with a written notification to proceed, or after the period of performance set forth in the Service Request.

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- J. If Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Service Request, no payment will be made until the deliverable has been satisfactorily completed and accepted by Caltrans Contract Manager.

21. Work, Service Requests, and Acceptance

- A. If Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Service Request, no payment will be made until the deliverable has been satisfactorily completed.
- B. Caltrans Contract Manager may periodically review the content and quality of Contractor's work to assess the progress and quality of the work.
- C. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for acceptance testing or review. Work is subject to inspection and approval by Caltrans Contract Manager. Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor has satisfied the Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs correction shall be made at Contractor's sole cost and expense and in a timely manner.
- D. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit D, Section 2, Termination**.
- E. Service Requests may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

22. Waste Disposal

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

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be submitted showing the Service Request for each billable increment. When Service Requests are assigned, the appropriate Service Request element(s) will be identified by Caltrans Contract Manager.
- C. Each invoice shall include:
 - 1) Agreement Number 07A6322
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Copy of Service Requests
 - 5) Description of Work Performed
 - 6) Copy of the Notice to Owner that was included with State's Service Request.
 - 7) Original invoices and receipts for reimbursement of any Special Provisions
 - a) Invoices shall be submitted within 30 days of completion of work on a Service Request that has received the approval of Caltrans Contract Manager.
 - b) Preprinted letterhead invoices do not require Contractor's signature.
 - c) Contractor's signature is required on invoices on which Contractor's name and address are typewritten or rubber-stamped. Such invoices received without Contractor's signature will not be accepted for payment.
 - d) Invoices must be legible and reproducible. Any invoices that are illegible, incomplete or inaccurate will be returned, without payment, to Contractor for clarification and/or completion.
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
Office/Unit Name, MS Number
Attention: TBD
Street Address/PO Box
City, CA Zip Code
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

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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 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

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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>.

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

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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**, 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

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"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.

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.

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Commercial Services--State

- 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.
- 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.

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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 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

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journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.

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

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

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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. 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.
- D. 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.
- 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

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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 (Required)

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

TBD% of work for DVBE(s).

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

9. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
- 1) A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, Contractor shall document the absence of DVBEs. This documentation shall include, but is not limited to:

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

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- G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies, and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors, including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to Caltrans Contract Manager.

10. 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.

11. 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.

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12. 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.

13. 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.

14. Force Majeure

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

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

15. 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 exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

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- 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).

16. 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.

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

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of 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 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.

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18. Mandatory Organic Waste Recycling

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

19. ADA Compliance

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

20. Electronic Signatures

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

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

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

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (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 **\$2,000,000** per occurrence and **\$4,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

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2) The policy must include:

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

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

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

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A (General Engineering Contractor)** or a **C-12 (Earthwork and Paving Contractor)** license issued by the California Contractors State License Board (CSLB).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

Exhibit E
Commercial Services--State

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

4. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

5. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(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.

Exhibit E
Commercial Services–State

6. Prohibition of Delinquent Taxpayers

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

7. 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.

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 3
Sample Service Request

SERVICE REQUEST No. _____
POSITIVE LOCATION AUTHORIZATION WORK REQUEST

(1) Expenditure Authorization	(2) Notice to Owner	(3) Utility (4) Owner	(5) Facility	(6) Co/Rte/PM (7) (60 Mile Max)	No. & Type of Positive Loc.	(8) Estimated (9) Cost

Remarks:

- Contact Caltrans Project Engineer, _____; 48 hours prior to start of initial work and 24 hours prior to subsequent restarts when your work schedule is interrupted.
- Caltrans Surveys or Engineer will provide the Caltrans survey requirements.
- **If additional work is required than originally estimated, contact Contract Manager for authorization.**
- Traffic control is responsibility of _____.
- Include copy of this Service Request in your required notification to Permits Office.

The Caltrans Permit Inspector is _____

Methods of Positive Location:

		Number	Cost	=	Total
Item-1	Vacuum Extraction-1 st 6 feet	_____	@ \$ _____	=	\$ _____
Item-2	Per Linear Foot After Item-1	_____	@ \$ _____	=	\$ _____
Item-3	Electronic Detection Horiz/Vert Location	_____	@ \$ _____	=	\$ _____

TOTAL AUTHORIZED AMOUNT

\$ _____

TBD
Utility Coordinator
Right of Way

Date

EA FUNDING VERIFIED:

Sign:

TBD, Planning and Management

Date

Funding

Total to Date: \$ _____

Contract Limit \$ _____