

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 15, 2026

Invitation for Bid (IFB) IFB # 11A4409 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 11A4409**, titled **Guardrail Services in Imperial and San Diego Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), SBs for the purpose of Public Works (SB-PW) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net bid price to certified SBs, or MBs (if applicable) are encouraged to submit bids. 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:

Kae Saechin
California Department of Transportation (Caltrans)
Email address: kae.saechin@dot.ca.gov
Phone: (916) 662-9665

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,

Kae Sachin
Contract Analyst

A) Purpose and Description of Services

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) Guardrail Services as described herein.

Contractor shall furnish all labor, materials, supplies, tools, parts, incidentals, travel, traffic control, disposal, and equipment necessary to repair and/or replace damaged Metal Beam Guardrail (MBGR), Midwest Guardrail System (MGS) barrier, Thrie Beam Barrier, Terminal Systems, Crash Cushions, Transition Railings, End Anchor Assemblies, channel rail, and other highway components for the California Department of Transportation (Caltrans) on a routine or non-routine basis. Contractor's costs for all labor, materials, supplies, tools, parts, travel, equipment, and incidentals necessary shall be included in Contractor's bid rates for each item listed on **Attachment 1, Bid Proposal**.

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 have at time of bid submittal, continually thereafter, and for the duration of the Agreement, a current and valid **Class A General Engineering** license, or a **C-13 Fencing Contractor** license, or a **C-32 Parking and Highway Improvement Contractor** license issued by the California Contractors State Licensing Board (CSLB) for the guardrail work to be performed. If the Prime Contractor has a **Class A General Engineering Contractor** license, it may perform traffic control work. If Prime Contractor has a **C-13 Fencing Contractor** license or a **C-32 Parking and Highway Improvement Contractor** license, it must also have a **C-31 Construction Zone Traffic Control Contractor** license. If traffic control work is subcontracted, the subcontractor shall have a valid **C-31 Construction Zone Traffic Control Contractor** license.
2. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E**. Refer to **Section C, Bid Requirements and Information, Contractor's License**, for submittal requirements. Caltrans will verify bidder's Contractor License, and any Subcontractor Licenses, so it is not necessary to provide a copy.
3. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder's DIR registration; it is not necessary to provide a copy.
4. Bidder shall submit a ***bid bond (executed by an admitted surety insurer) with bid**. The bidder's bid bond shall be no less than 10 percent (10%) of bidder's total bid, must be notarized and include the embossed surety seal, and must include a Power of Attorney if the signee is not an officer of the surety. Submittal of a bid bond that is not in the appropriate amount, signed and stamped with the surety seal, or failure to submit a bid bond, shall be cause for rejection of bid. *The bidder may also submit, in lieu of a Bidder's Bond, one (1) of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.
5. Bidder shall submit a ***bid bond (executed by an admitted surety insurer) with bid**. The bidder's bid bond shall be no less than 10 percent (10%) of bidder's total bid, must be notarized and include the embossed surety seal, and must include a Power of Attorney if the signee is not an officer of the surety. Submittal of a bid bond that is not in the appropriate amount, signed and stamped with the surety seal, or failure to submit a bid bond, shall be cause for rejection of bid. *The bidder may also submit, in lieu of a Bidder's Bond, one (1) of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.

6. 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	07/15/2026	
Written Question Submittal	07/22/2026	12:00 p.m.
Final Date and Time for Bid Submission	07/30/2026	2:00 p.m.
Bid Opening	07/30/2026	2:30 p.m.
Proposed Award Date (estimate)	08/13/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **July 22, 2026**. Bidders must submit their questions via e-mail to kae.saechin@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 11A4409**.
- 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. Employment of Undocumented Workers

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

5. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a Small Business, Micro Business, or Small Business for the purpose of Public Works (SB-PW) with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS), or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB, MB, or SB-PW, in the categories most appropriate to accomplish the prescribed services will be granted this preference. For more information, refer to **Section D, Special Programs**.

6. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Imperial and San Diego 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.

7. 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.

8. Motor Carrier Permit Requirements

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

9. 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.

10. 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** license, or a **C-13 Fencing Contractor** license, or a **C-32 Parking and Highway Improvement Contractor** license issued by the California Contractors State Licensing Board (CSLB) for the guardrail work to be performed. If the Prime Contractor has a **Class A General Engineering Contractor** license, it may perform traffic control work. If Prime Contractor has a **C-13 Fencing Contractor** license or a **C-32 Parking and Highway Improvement Contractor** license, it must also have a **C-31 Construction Zone Traffic Control Contractor** license. If traffic control work is subcontracted, the subcontractor shall have a valid **C-31 Construction Zone Traffic Control Contractor** license. 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).

11. 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.

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

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

13. Non-Collusion Declaration for Public Works

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

14. Bonds

- A. **Bidder's Bond (ADM-2010)** is required for bids \$484,000 and greater: Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid. The bidder's bid bond shall be no less than 10 percent (10%) of bidder's total bid, must be notarized and include the embossed surety seal, and must include a Power of Attorney if the signee is not an officer of the surety. Submittal of a bid bond that is not in the appropriate amount, signed and stamped with the surety seal, or failure to submit a bid bond, shall be cause for rejection of bid. *The bidder may also submit, in lieu of a Bidder's Bond, one (1) of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.
- B. **Payment Bond (ADM-2009)** Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price is \$25,000 or more. The Payment Bond is not required at the time of bid submittal; however, it is required, as

applicable, prior to the start date of the Service Request. Refer to **Proposed Form of Agreement, Exhibit D**.

15. Insurance

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

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

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

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

- E. Available Coverages/Limits

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

16. California Civil Rights Laws

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

17. Darfur Contracting Act

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

- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department Iran Contracting Act

18. 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.

19. 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.

20. 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.

21. Bid Submittal

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

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

YOUR RETURN ADDRESS

Agreement No. 11A4409
Bid Due Date: 07/30/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 07/30/2026
Bid Opening: 2:30 p.m.
Attention: Kae Saechin

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>.

22. 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.

23. 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.

24. Protest

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

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

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

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

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

25. Standard Conditions of Service

- A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
- 1) Contractor offers and agrees and will require all of other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

- 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB or SB-PW. References to a small business (SB) shall also include micro-business (MB) and SB-PW. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB preference, the contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the Bid/Bidder Certification Sheet and attach a copy of your certification. Additionally, the contractor may satisfy the non-SB requirements described below.
- C. 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 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-responsive 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 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&has_h=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>.

Attachment 1

Item Number	Estimated Quantity	Unit Of Measure	Item Description	Unit Price (price per unit of measure)	Total (Estimated Quantity X Unit Price)
Labor only					
1.	300	Per Hour	Labor cost for Caltrans supplied materials or parts for install/repair work as described in Exhibit A, Scope of Work.	\$	\$
Existing Guardrail Work (MBGR/MGS) - Activity 1					
2.	150	Per Linear Foot	Reconstruct metal beam guardrail (MBGR), single sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
3.	150	Per Linear Foot	Reconstruct MBGR, double sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
4.	150	Per Linear Foot	Reconstruct MBGR, single sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
5.	150	Per Linear Foot	Reconstruct MBGR, double sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
6.	300	Per Linear Foot	Reconstruct MBGR, double sided, wood post with channel as described in Exhibit A, Scope of Work.	\$	\$
7.	300	Per Linear Foot	Reconstruct MBGR, double sided, steel post with channel as described in Exhibit A, Scope of Work.	\$	\$
8.	150	Per Linear Foot	Reconstruct Midwest Guardrail (MGS), single sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
9.	200	Per Linear Foot	Reconstruct MGS, double sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
10.	75	Per Linear Foot	Reconstruct MGS, single sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
11.	75	Per Linear Foot	Reconstruct MGS, double sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
12.	75	Per Linear Foot	Reconstruct Midwest Guardrail (MGS), single sided, wood post with channel, as described in Exhibit A, Scope of Work.	\$	\$
13.	75	Per Linear Foot	Reconstruct MGS, single sided, steel post with channel, as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 1-13)					\$

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Existing Thrie Beam Barrier Work - Activity 2					
14.	50	Per Linear Foot	Reconstruct thrie beam barrier, single sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
15.	50	Per Linear Foot	Reconstruct thrie beam barrier, single sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
16.	50	Per Linear Foot	Reconstruct thrie beam barrier, double sided, wood post as described in Exhibit A, Scope of Work.	\$	\$
17.	50	Per Linear Foot	Reconstruct thrie beam barrier, double sided, steel post as described in Exhibit A, Scope of Work.	\$	\$
Terminal Systems and End Anchor Assembly - Activity 3					
18.	50	Per Linear Foot	Partial installation of Terminal System, SRT 350 (27" Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
19.	50	Per Linear Foot	Partial installation of Terminal System, SRT 350 (27" Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
20.	50	Per Linear Foot	Partial installation of Terminal System, SRT 350 (31" Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
21.	50	Per Linear Foot	Partial Installation of Terminal System, CAT 350 as described in Exhibit A, Scope of Work.	\$	\$
22.	50	Per Linear Foot	Partial Installation of Terminal System, MSKT (Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
23.	50	Per Linear Foot	Partial Installation of Terminal System, MSKT (Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
24.	50	Per Linear Foot	Partial Installation of Terminal System, FLEAT 350 (Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
25.	5	Per Linear Foot	Partial Installation of Terminal System, Buried Post Anchor as described in Exhibit A, Scope of Work.	\$	\$
26.	2	Each	Partial installation of MAX-Tension (TL2 or TL3 with steel post) as described in Exhibit A, Scope of Work.	\$	\$
27.	2	Per Each System	Full Installation of Terminal System, SRT 350 (27" Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
28.	2	Per Each System	Full Installation of Terminal System, SRT 350 (27" Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
29.	5	Per Each System	Full Installation of Terminal System, SRT 350 (31" Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
30.	5	Per Each System	Full Installation of Terminal System, CAT 350 as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 14-30)					\$

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31.	2	Per Each System	Full Installation of Terminal System, MSKT, 350 (Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
32.	2	Per Each System	Full Installation of Terminal System, MSKT 350 (Steel Post) as described in Exhibit A, Scope of Work.	\$	\$
33.	2	Per Each System	Full Installation of Terminal System FLEAT 350 (Wood Post) as described in Exhibit A, Scope of Work.	\$	\$
34.	5	Each	Full Installation of Terminal System, Max x-Tension Guardrail Terminal (Steel Post)	\$	\$
35.	2	Each	Full Installation of Terminal System, X-Tension (with steel Post) as described in Exhibit A, Scope of Work.	\$	\$
36.	2	Each	Full Installation of Terminal System, X-Tension (with wood Post) as described in Exhibit A, Scope of Work.	\$	\$
37.	2	Each	Full Installation of Terminal System, Median x-Tension Guardrail Terminal (steel Post) as described in Exhibit A, Scope of Work.	\$	\$
38.	2	Each	Full Installation of Terminal System, Max-Tension Median Guardrail Terminal (steel Post) as described in Exhibit A, Scope of Work.	\$	\$
39.	2	Each	Full Installation of Terminal System, MATT Median Guardrail Terminal (steel Post) as described in Exhibit A, Scope of Work.	\$	\$
40.	3	Per Each System	Full Installation of Terminal System, Buried Post End Anchor as described in Exhibit A, Scope of Work.	\$	\$
41.	1	Per Each System	Install Wire Rope Gating Terminal-Flared as described in Exhibit A, Scope of Work.	\$	\$
42.	25	Per Linear Foot	Install Wire Rope Safety Barrier as described in Exhibit A, Scope of Work.	\$	\$
Cable Railing Work - Activity 4					
43.	25	Per Linear Foot	Reconstruct Cable Railing as described in Exhibit A, Scope of Work	\$	\$
Concrete Anchor Repair - Activity 5					
44.	75	Cubic Yards	Reconstruct concrete to abutments and/or walls as described in Exhibit A, Scope of Work.	\$	\$
45.	5	Per Each System	Full installation of Type WB MGS transition as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 31-45):					\$

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46.	2	Per Each System	Full Installation Type WB-31 MGS Transition as described in Exhibit A, Scope of Work.	\$	\$
47.	2	Each	Full installation of Type DTB Transition Full installation as described in Exhibit A, Scope of Work.	\$	\$
48.	2	Per Linear Foot	Reconstruct Type DTB Transition as described in Exhibit A, Scope of Work.	\$	\$
49.	4	Each	Reconstruct Type SFT M Anchor Assembly as described in Exhibit A, Scope of Work.	\$	\$
50.	4	Each	Reconstruct Terminal anchor assembly Type A (Breakaway Cable Anchor Assembly) as described in Exhibit A, Scope of Work.	\$	\$
51.	4	Each	Reconstruct Terminal Anchor Assembly Type B as described in Exhibit A, Scope of Work.	\$	\$
Post or Block work only - Activity 6 (includes materials and labor, NO guardrail work involved)					
52.	50	Each	Replace Post (steel) and Block (wood) as described in Exhibit A, Scope of Work.	\$	\$
53.	50	Each	Replace Block (wood) as described in Exhibit A, Scope of Work.	\$	\$
54.	50	Each	Replace Post (wood) and Block (wood) as described in Exhibit A, Scope of Work.	\$	\$
55.	50	Each	Replace Post (steel) and Block (composite) as described in Exhibit A, Scope of Work.	\$	\$
56.	50	Each	Replace Block (composite) as described in Exhibit A, Scope of Work.	\$	\$
57.	50	Each	Replace Post (wood) as described in Exhibit A, Scope of Work.	\$	\$
58.	50	Each	Replace Post (steel) as described in Exhibit A, Scope of Work.	\$	\$
Crash Cushion(s) - Activity 7					
59.	1	Per Each System	Full Installation of REACT 350 – (60”) as described in Exhibit A, Scope of Work.	\$	\$
60.	1	Per Each System	Full Installation of REACT 350 – (96”) as described in Exhibit A, Scope of Work.	\$	\$
61.	1	Per Each System	Full Installation of REACT 350 – (120”) as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 46-61)					\$

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62.	1	Per Each System	Full Installation of REACT – 350 6 CYL as described in Exhibit A, Scope of Work.	\$	\$
63.	1	Per Each System	Full Installation of REACT – 350 9 CYL as described in Exhibit A, Scope of Work.	\$	\$
64.	4	Per Barrel	Replacement of barrel for React systems as described in Exhibit A, Scope of Work.	\$	\$
65.	1	Per Each System	Full Installation SCI-70GM 24" as described in Exhibit A, Scope of Work.	\$	\$
66.	1	Per Each System	Full Installation SCI-100GM 30" as described in Exhibit A, Scope of Work.	\$	\$
67.	1	Per Each System	Full Installation SCI-70GM 36" as described in Exhibit A, Scope of Work.	\$	\$
68.	1	Each	Repair TRACC 21' 3" system as described in Exhibit A, Scope of Work.	\$	\$
69.	1	Each	Repair FSTRACC 26' system as described in Exhibit A, Scope of Work.	\$	\$
70.	1	Each	Repair WIDETRACC variable width/length system as described in Exhibit A, Scope of Work.	\$	\$
71.	1	Each	Repair REACT 350 system as described in Exhibit A, Scope of Work.	\$	\$
72.	1	Per Each System	Repair TAU-II as described in Exhibit A, Scope of Work.	\$	\$
73.	1	Per Each System	Full Installation TAU-IIR as described in Exhibit A, Scope of Work.	\$	\$
74.	1	Per Each System	Full Installation TAU-M as described in Exhibit A, Scope of Work.	\$	\$
75.	50	Per Linear Foot	Partial Installation TAU-II as described in Exhibit A, Scope of Work.	\$	\$
76.	50	Per Linear Foot	Partial Installation TAU-IIR as described in Exhibit A, Scope of Work.	\$	\$
77.	50	Per Linear Foot	Partial Installation TAU-M as described in Exhibit A, Scope of Work.	\$	\$
78.	1	Each	Replace Sand Barrel Array "U14", Approach 100 km/hr or Less (A81A) as described in Exhibit A, Scope of Work.	\$	\$
79.	2	Each	Replace Sand Barrel Array "U11", Approach 100 km/hr or Less (A81A) as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 62-79)					\$

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80.	2	Each	Replace Sand Barrel Array "U21", Approach 100 km/hr or Less (A81A) as described in Exhibit A, Scope of Work.	\$	\$
81.	2	Each	Full installation Soft Stop guardrail Terminal 12" block as described in Exhibit A, Scope of Work.	\$	\$
82.	2	Each	Full installation Soft Stop guardrail Terminal 8" block as described in Exhibit A, Scope of Work.	\$	\$
83.	80	Per Cubic Yard	Embankment Widening for End Treatment or equivalent as described in Exhibit A, Scope of Work.	\$	\$
84.	1	Each	Repair SHORTRACC system 14' 3" as described in Exhibit A, Scope of Work.	\$	\$
85.	1	Per Each System	Installation QUADGUARD Elite System Wide 11-Bay as described in Exhibit A, Scope of Work.	\$	\$
86.	1	Per Each System	Full Installation QUADGUARD M10 (TL-3) 24 inch as described in Exhibit A, Scope of Work.	\$	\$
87.	1	Per Each System	Full Installation QUADGUARD M10 (TL-3) 30 inch as described in Exhibit A, Scope of Work.	\$	\$
88.	1	Per Each System	Full Installation QUADGUARD M10 (TL-3) 36 inch as described in Exhibit A, Scope of Work.	\$	\$
89.	1	Per Each System	Full Installation QUADGUARD M10 (TL-3) 69 inch as described in Exhibit A, Scope of Work.	\$	\$
90.	25	Per Linear Foot	Partial Installation QUADGUARD M10 (TL-3) 24 inch as described in Exhibit A, Scope of Work.	\$	\$
91.	25	Per Linear Foot	Partial Installation QUADGUARD M10 (TL-3) 30 inch as described in Exhibit A, Scope of Work.	\$	\$
92.	25	Per Linear Foot	Partial Installation QUADGUARD M10 (TL-3) 36 inch as described in Exhibit A, Scope of Work.	\$	\$
93.	25	Per Linear Foot	Partial Installation QUADGUARD M10 (TL-3) 69 inch as described in Exhibit A, Scope of Work.	\$	\$
94.	50	Each	Remove washer Double sided guardrail as described in Exhibit A, Scope of Work.	\$	\$
95.	50	Each	Remove washer single sided guardrail as described in Exhibit A, Scope of Work.	\$	\$
96.	100	Each	Install Class 1 Guardrail Delineators Flexible Post Type F- white Retroreflector as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 80-96)					\$

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Other work –Activity 8					
97.	50	Per Linear Foot	Reconstruct Concrete Barrier Type 50 as described in Exhibit A, Scope of Work.	\$	\$
98.	50	Per Linear Foot	Reconstruct Concrete Barrier Type 60 as described in Exhibit A, Scope of Work.	\$	\$
99.	50	Per Linear Foot	Dike Removal and Replaced with Type C Asphalt Dike as described in Exhibit A, Scope of Work.	\$	\$
100.	50	Per Linear Foot	Dike Removal and Replaced with Type F Asphalt Dike as described in Exhibit A, Scope of Work.	\$	\$
101.	10	Each	Full construction of a 15' feet Concrete Barrier Transition AGT Connection Type 25, as described in Exhibit A, Scope of Work.	\$	\$
102.	10	Each	Full installation 4F-T Flared trend Terminal by Valtir, as described in Exhibit A, Scope of Work.	\$	\$
103.	200	Per Linear Foot	Full installation of Minor Concrete Vegetation Control under guardrail system, as described in Exhibit A, Scope of Work.	\$	\$
104. Traffic Control - Activity 9					
104.	100	Hours	Provide Flagging operations (T13) to include pilot car, cones, flagging, PCMS, equipment and labor as described in Exhibit A, Scope of Work.	\$	\$
105.	100	Hours	Provide traffic control for all ramp or connector closures (T14), equipment and labor as described in Exhibit A, Scope of Work.	\$	\$
106.	100	Hours	Provide all lane closures (T10,T11, T12, T13), equipment and labor as described in Exhibit A, Scope of Work.	\$	\$
107.	100	Hours	Provide all shoulder closures (T10), equipment and labor as described in Exhibit A, Scope of Work.	\$	\$
Subtotal (Add line items 97-107)					\$

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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) 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) Per Scope of Work, Exhibit A, shoulder closure is part of the Agreement unit price for any installation listed for Traffic Control line items. 6) Per Scope of Work, Exhibit A, guardrail work cost includes post and/or blocks (composite/steel/wood) as needed (except when listed under Activity 6)	Total This Proposal	\$
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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](#)
- ☐ Bidder's Bond (ADM-2010) [Bidder's Bond](#)
- ☐ 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)
- ☐ Non-Collusion Declaration for Public Works [Non-Collusion Declaration](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Iran Contracting Act Certification (DOT ADM-0078) [Iran Contracting Act Certification](#)

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

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

Attachment 3
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **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

11A4409

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

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

THROUGH END DATE

October 31, 2029 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	21
Exhibit B	Budget Detail and Payment Provisions	7
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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

CA

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

11A4409

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

Nguyet Pham

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10107

SCM 10.00

Exhibit A
Public Works (State)

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) Guardrail Services as described herein.

Contractor shall furnish all labor, materials, supplies, tools, parts, incidentals, travel, traffic control, disposal, and equipment necessary to repair and/or replace damaged Metal Beam Guardrail (MBGR), Midwest Guardrail System (MGS) barrier, Thrie Beam Barrier, Terminal Systems, Crash Cushions, Transition Railings, End Anchor Assemblies, channel rail, and other highway components for the California Department of Transportation (Caltrans) on a routine or non-routine basis. Contractor's costs for all labor, materials, supplies, tools, parts, travel, equipment, and incidentals necessary shall be included in Contractor's bid rates for each item listed on **Attachment 1, Bid Proposal**.

2. The services shall be performed along various State Routes in Caltrans District 11, throughout Imperial and San Diego Counties. Refer to **Attachment 4, Locations**.
3. Any reference to Caltrans Contract Manager shall also include designee.
4. This Agreement will commence on **November 1, 2026 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **October 31, 2029 (estimate)**. The routine and non-routine services shall be provided 24 hours a day, 7 days a week. The non-routine services may be on weekends and State holidays. The parties may amend this Agreement as permitted by law.
5. This Agreement cites specific portions of the most current version of the Caltrans 2025 Standard Plans and Specifications (including revisions), herein collectively referred to as the "Standard Specifications". The Standard Specifications can be accessed via the Internet at: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standards Specifications are not applicable to this Agreement.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

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California Department of Transportation (Caltrans):	Contractor TBD:
District 11/Maintenance	Project Manager:
Caltrans Contract Manager: TBD	
Address: 1102 Montenegro Way El Centro, CA 92243	Address:
Business Phone Number: (760) 352-1420	Business Phone Number:
Email:	Email:

7. Assignment of Work

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 3, Service Request**.
- B. The Service Request shall include the following information:
- 1) Agreement Number **11A4409**
 - 2) Service Request Number
 - 3) Date of Request
 - 4) Contact name, requestor, and/or District Single Point of Contact (DSPOC)
 - 5) Caltrans Contract Manager's name
 - 6) Prospective Date of Service
 - 7) Type of Service (routine or non-routine)
 - 8) Time of Service (day(s) and time(s))
 - 9) Location Address of service
 - 10) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**
 - 11) Signatures of DSPOC and/or Caltrans Contract Manager
 - 12) Type of Application (e.g., Replace/Repair)
 - 13) Estimate of Linear Feet of Guardrail or Thrie Beam Barrier
 - 14) Estimate of number of Cable Anchor Assemblies and Types to be used
 - 15) Estimate of Crash Cushions, Sand Filled
 - 16) Estimate of Embankment material in cubic yards
 - 17) Traffic Control needs and restrictions
- C. A Service Request may be classified as either of the following types:
- 1) Routine: work that requires maintenance and/or repair services where there is no immediate danger, no risk to public health, and no unsafe conditions posed to State property and/or employees.

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- 2) Non-Routine: vital work that requires repair services to be done in order to limit imminent damage, or safety hazard of State property and/or employees.

D. Routine Service Request

Contractor shall provide services within seven (7) days of receiving an approved Service Request. Caltrans recognizes Contractor's need to schedule work in the order in which it is received. However, undue delay completing Caltrans work shall be cause for termination of this Agreement. If required by Caltrans, Contractor shall show proof of proper scheduling. Contractor shall respond to routine Service Requests within 48 hours of issuance.

E. Non-Routine Service Request Response to High Priority Locations

A non-routine Service Request shall be initiated first via phone call and shall be followed up with the written Service Request. Once contacted for non-routine services, Contractor shall have eight (8) hours to respond to Caltrans Contract Manager. Contractor shall be required to respond to the worksite location within 24 hours after being notified by Caltrans Contract Manager and Contractor shall have 48 hours to complete the work after accepting the Service Request issued by Caltrans Contract Manager. Acceptance shall be defined as a signed Service Request by Contractor and Caltrans Contract Manager.

- F. Contractor's telephone shall be answered by an office employee between 8:00 a.m. and 5:00 p.m., Monday through Friday. An answering service or mechanical device cannot be used to answer calls between 8:00 a.m. and 5:00 p.m., Monday through Friday, except State Holidays. An answering service may be used between 5:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturdays, Sundays, and State Holidays.

- G. Caltrans will pay only for work requested by Caltrans Contract Manager in a Service Request. Caltrans Contract Manager will notify Contractor of the location, nature, and extent of the work to be done via a Service Request. This notification shall be the complete instruction and authorization for the proposed work, and Contractor shall comply fully with the terms of the Service Request.

- H. Travel cost, including mobilization, but not limited to all travel costs to and from worksites, shall be included in Contractor's bid prices for reconstruction, installation, replacement, and repair work and **no other payment for such costs will be made to Contractor.**

- I. If Contractor accumulates a backlog of four (4) Service Requests for which work has not been completed in accord with the applicable time limits set forth above, Contractor shall not receive any additional work assignments from Caltrans until such backlog of work is completed and approved by Caltrans Contract Manager.

- J. Contractor's failure to begin work or to complete work in the required time periods shall be considered a material breach of the Agreement and subject Contractor to termination of this Agreement.

- K. Maximum term for an issued Service Request shall not exceed 14 days unless approved in writing by Caltrans Contract Manager.

- L. The working days for each Service Request issued, shall be specified as the period of performance stated on each Service Request.

- M. Non-material changes may be listed in Service Requests at the direction of Caltrans Contract Manager.

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8. Detailed Description of Work

- A. Contractor shall perform guardrail and other highway component repair and replacement services as described in this Agreement. All materials used must be preapproved, in writing, in advance of purchase by Caltrans Contract Manager. All materials used shall be new and conform to all requirements set forth in this Agreement, including, but not limited to, all Standard Specifications and Standard Plans cited in this Agreement. The types of services to be performed by Contractor are listed below in **Section 9, Services to be Performed by Contractor**.
- B. Any work or materials that may be found to be substandard or out of compliance with code will subject Contractor to a call back to redo the job and bring the job up to standard or code. Any such call back and any such materials required will be at Contractor's sole expense. If poor work by Contractor persists and necessitates a third "call back" to complete/correct job(s), Contractor is hereby advised, and Contractor agrees, that this poor work record will constitute grounds for Contract Termination pursuant to **Exhibit D, Section 2, Termination**, at the sole discretion of Caltrans Contract Manager.
- C. Should a supplemental repair or replacement, be requested from Caltrans Resident Engineer or Caltrans Contract Manager that is not on the Bid Proposal, an equivalent may be used with proof of like cost from Contractor and prior approval from Caltrans Contract Manager.
- D. Contractor shall submit the manufacturer's checklist for each device repaired, in connection with each **Attachment 3, Service Request**, signed by Contractor, to Caltrans Contract Manager, and the approval of same by Caltrans Contract Manager will be obtained after installation and prior to payment approval.
- E. Contractor shall supply all materials necessary to complete all reconstruction and/or replacement of guardrail systems in accord with this Scope of Work, and the cost for all of same shall be included in **Attachment 1, Bid Proposal**, for each item. All miscellaneous hardware required, including bolts and fasteners, shall be considered as incidental and included in the Agreement unit price for each item of reconstruction, installation, or assembly. For reconstruction, installation, and assembly, **all blocks and posts required shall be provided by Contractor and shall be included** in the Agreement unit price for each item. Blocks and posts used without guardrail work shall be listed under **Activity 6 on Attachment 1, Bid Proposal**.
- F. Contractor is responsible for any and all earthwork (i.e. dike, embankment, berm or dirt removal) necessary in conjunction with all work performed pursuant to this Agreement, and Contractor is responsible for disposing in a legal manner all damaged highway components removed (remove and dispose of) in the course of all work performed pursuant to this Agreement.
- G. Reconstruct is defined as: to remove and disassemble and construct again at an existing or new location, using existing parts/components) and/or install (to place in position or connect for service or use using new parts/components).
- H. Contractor shall deliver services that complete each of the tasks in a commercially reasonable manner; that produce the deliverables described; and that satisfy the prevailing commercial standards, the **Standard Specifications and Standard Plans** cited in this Agreement, all legal requirements, and all other requirements set forth in this Agreement

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that are applicable to each task and deliverable. In the event of any conflict between prevailing commercial standards and any provisions of this Agreement, including but not limited to, the **Standard Specifications and Standard Plans** cited in this Agreement, the provisions of this Agreement and such **Standard Specifications and Standard Plans** shall govern.

- I. No move-in/move-out will be paid on equipment. No per diem will be paid. **No additional payment will be made for travel time to and from the job site.**
- J. Prescribed fire protection measures shall be followed as directed by Caltrans Contract Manager and in conformance with the current laws and regulations, for work off the travel-way.

9. Services to be performed by Contractor (Tasks, Deliverables and Requirements)

A. Work Activity 1 - Reconstruct MBGR and MGS

- 1) Damaged MBGR or MGS (either single or double sided, wood post or steel post) shall be reconstructed with MGS or equivalent, disassembled by removing the rail elements, end sections, terminal sections and return sections from the posts and blocks. All posts, blocks and concrete anchors affected shall be removed completely. If a channel rail is also required, install per Service Request.
- 2) Damaged posts, blocks, and hardware shall be replaced. New blocks and posts and hardware shall be added to conform to the applicable Standard Plans. Caltrans Contract Manager will determine which Standard Plans shall be utilized to perform the work and shall specify same in writing. New posts and blocks shall be alternated with existing posts and blocks in the new location. New posts, blocks, and hardware shall conform to the requirements of **Section 83-2.02, "Midwest Guardrail Systems,"** of the Standard Specifications.
- 3) Where field cutting or boring of wood posts and blocks is required after treatment, all cuts and holes shall be treated with copper naphthenate as specified in American Wood Protection Association (AWPA) Standard M4. Manually applied wood preservative must comply with **AWPA Standard M4 per Section 57-2.01 B (3), "Preservative Treatment,"** of the **Standard Specifications**.
- 4) New MGS or equivalent, rail elements, terminal sections, end sections, and return sections shall conform to requirements of **Section 83-2.02, "Midwest Guardrail Systems,"** of the **Standard Specifications**. All unrepairable MBGR is to be replaced with MGS.
- 5) All metal components of the railing that are not damaged components shall be used in the reconstruction work.
- 6) Damaged components and other components such as treated post and block shall be disposed of according to the Department of Toxic Substance Control (DTSC) regulations (<https://dtsc.ca.gov/managing-hazardous-waste/>). The removed railing and posts that are not used in the reconstruction work shall be legally disposed of by Contractor, and proof of proper disposal will be required in the form of disposal receipts from an approved disposal site. Approved sites can be found at: http://www.envirostor.dtsc.ca.gov/public/commercial_offsite.asp.

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- 7) Full compensation for disposing of all components, not used in the reconstruction work, shall be considered as included in the Agreement price paid per linear foot for reconstructing the MBGR or MGS and **no separate payment will be made.**

B. Work Activity 2 - Reconstruct Thrie Beam Barrier

- 1) Damaged Thrie beam barrier (single sided, double sided, wood post or steel post) to be removed and replaced reconstructed shall be disassembled by removing the rail elements, end sections, terminal sections, and return sections from the posts and blocks. All posts, blocks and concrete anchors affected shall be removed completely.
- 2) Damaged posts, blocks and hardware shall be replaced. New posts and blocks shall be alternated with existing posts and blocks in the new location. New posts, blocks, and hardware shall conform to the requirements of **Section 83-2.03, "Thrie Beam Barriers,"** of the Standard Specifications.
- 3) Where field cutting or boring of wood posts and blocks is required after treatment, all cuts and holes shall be treated with copper naphthenate as specified in AWPA Standard M4. Manually applied wood preservative must comply with AWPA Standard M4 per **Section 57-2.01 B (3), "Preservative Treatment,"** of the Standard Specifications.
- 4) New Thrie beam barrier elements, terminal sections, end sections, and return sections shall conform to requirements of **Section 83-2.03, "Thrie Beam Barriers,"** of the Standard Specifications.
- 5) All components (excluding the barrier) of the removed Thrie beam barrier that are not damaged components shall be used in the reconstruction work.
- 6) Damaged components and other components such as treated post and block shall be disposed of according to the DTSC regulations (<https://dtsc.ca.gov/managing-hazardous-waste/>). The removed railing and posts that are not used in the reconstruction work shall be legally disposed by Contractor, and proof of proper disposal will be required in the form of disposal receipts from an approved disposal site. Approved sites can be found at: http://www.envirostor.dtsc.ca.gov/public/commercial_offsite.asp.
- 7) Full compensation for disposing of all components, not used in the reconstruction work, shall be considered as included in the Agreement price paid per linear foot for reconstructing the Thrie beam barrier and **no separate payment will be made.**

C. Work Activity 3 - Servicing Terminal Systems and End Anchor Assemblies

- 1) Contractor shall repair/replace in kind, or as instructed on the Service Request by Caltrans Contract Manager, anchor assemblies. Contractor shall be responsible to repair or replace any existing damaged landscaping, perform earthwork, and perform necessary grading and compaction, and the cost of all of same shall be included in Contractor's bid prices for reconstruction or installation (full or partial), as applicable. Contractor shall remove and dispose, in a legal manner, all non-usable guardrail and its hardware.
- 2) Terminal Systems for reconstructed metal beam guard railing will be measured and paid for separately.

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- 3) Terminal system types vary and are specified on **Attachment 1, Bid Proposal** by size and/or type (i.e., SRT-350 27", SRT-350 31", CAT 350, FLEAT 350, MSKT-350, X-Tension or MAX Tension) and can be steel, wood or buried posts.
- 4) Repair/replace Brifen TL4 Wire Rope Safety Barrier (WRSB), Brifen Wire Rope Gating Terminal Flared (WRGT-FL) as directed by Caltrans Contract Manager. All posts, blocks, and concrete anchors affected shall be completely removed.
- 5) Cable Anchor assemblies (breakaway, Type A) –Melt-BCT-Trend will be replaced with an approved alternative, as directed by Caltrans Contract Manager, prior to the start of work. All posts, blocks, and concrete anchors affected shall be completely removed.
- 6) Full Installation is defined as a complete device as shown in manufactures installation manual.
- 7) Partial Installation on Bid Proposal will be paid by the length or size of the item and specified on the Service Request.

D. Work Activity 4 - Cable Railings

- 1) Damaged cable railing to be reconstructed shall be disassembled by removing the anchor cable and anchor plate. All elements affected shall be removed completely.
- 2) Contractor shall conform to the requirements of **Section 83-2.07** of the Standard Specifications which includes specifications for cable railings used on retaining walls of slopes. Materials shall be metal wire strand or metal rope.
- 3) Contractor shall repair and/or replace in kind or as instructed by Caltrans Contract Manager, cable rails. Any new installation shall follow most current **Standard Plan RSP B11-47, cable railing**.
- 4) Cable shall have a minimum diameter of 1/4 inch or greater, minimum breaking strength of 1,800 lbs. and be galvanized under **Federal Specification RR-W-410**.
- 5) Concrete repair, replace or patching for the post footings must comply with the specifications for minor concrete. Pipe for posts and braces must be standard steel pipe or pipe complying with **section 80-3.02B**.
- 6) Truss rods, post tops, cable clamps, eye bolts, thimbles, and other required fittings must be commercial-quality steel, malleable iron, or wrought iron. Post tops must be watertight. The eye of the eye bolts must be either drop forged or formed with a complete weld.
- 7) Turnbuckles shall be commercial quality, have jaw or eye ends, have a minimum breaking strength of 2,700 lbs., and be steel pipe type or drop-forged steel. Crimped sleeve clamps and stop sleeve clamps must be nonferrous metal, develop the strength of the cable and be the same color as the cable (concrete gray).
- 8) Contractor shall tension the cables to provide taut railings between posts and install a thimble at each cable loop.

E. Work Activity 5 - Concrete Anchor Repair for Safety Devices

- 1) Damaged concrete to abutments and walls to be reconstructed shall be disassembled by removing the rail elements, end sections and terminal sections. All concrete and concrete anchors affected shall be removed completely.

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- 2) Contractor shall reconstruct transition railing Type WB, Type WB-31, and End Anchor Assembly Type SFT and also construct vertical faced concrete abutments to existing structures so as to connect Type WB-31 transition railing, as determined and as directed by Caltrans Contract Manager.

F. Work Activity 6 - Replace Post(s) and/or Block(s) Only

Contractor may be required to replace only post(s) and/or block(s) in a Service Request when no rail repair or replacement of guardrail is involved. All blocks and post required shall be provided by Contractor and will be paid for at the Agreement unit price for each item listed under **Activity 6 on Attachment 1, Bid Proposal**.

G. Work Activity 7 - Crash Cushions

Contractor shall repair/replace in kind, crash cushions or as instructed on the Service Request by Caltrans Contract Manager. Refer to **Standard Specifications 12-3.22 Temporary Crash Cushion Modules**.

- 1) Contractor shall install compressor/portable truck mounted smart-cushion.
- 2) Crash cushion types vary and are specified on **Attachment 1, Bid Proposal** by type (i.e., REACT 350, SCI-70GM, TRACC, FASTRACC, WIDETRACC, TAU-II, Sand Barrel, Soft Stop, etc.)
- 3) A Delineator Panel (chevron) is required on all crash cushion systems installed. Acceptable chevrons are either a Type P or Type R. This shall be included in the bid rate for any crash cushion and terminal systems.
- 4) A full installation shall include anchor kit.

H. Work Activity 8 - Other

- 1) Contractor shall remove washers from either single or double sided guardrail. Contractor shall reinstall guardrail bolt and nut after removal of washer. Contractor shall dispose of all washers.
- 2) Contractor shall reconstruct Concrete Barrier (Type 50, Type 60) as directed by Caltrans Contract Manager. Contractor shall supply all materials necessary to complete all reconstruction and/or replacement of Concrete Barrier (Type 50 and Type 60) in accord with this Scope of Work, and the cost for all of same shall be included in the Bid Proposal for each item.
- 3) Contractor shall reconstruct Install Class 1 Guardrail Delineators Flexible Post Type F-white Retroreflector spaced at 25 feet for the entire system.
- 4) Contractor shall reconstruct Dike with Type C or F asphalt dike as directed by Caltrans Contract Manager.

I. Work Activity 9 - Traffic Control

Full compensation for providing a traffic control system, including signs, Changeable Message Signs (CMS's), devices, vehicles and crew shall be considered included in the bid rate **for Traffic Control per hour and no separate payment shall be made**. Traffic control will be paid for only when the operation will close a freeway lane or ramp. A shoulder closure will not justify payment for traffic control. Caltrans Contract Manager will review and specify if this criteria of not being reimbursed in the Service Request. For

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setup and managing Traffic Control, refer to the CA Manual on Uniform Traffic Control Devices ([CA MUTCD](#)) and the [Standard Specifications](#) **Section 12-1.01** and **12-1.04**.

1) Work Area Traffic Control Devices—General

- a) All traffic-handling equipment and devices used in carrying out the Agreement work will meet the requirements set forth in **Standard Specifications, Temporary Traffic Control, Section 12**.
- b) Furnishing and installing work area traffic control devices is included in the unit price in **Attachment 1, Bid Proposal**.
- c) Contractor shall provide additional devices and take additional measures to comply with Standard Specifications, **Section 7, Legal Relations and Responsibility to the Public, 7-1.04 Public Safety, as necessary**.

2) Maintaining Traffic—General

- a) Contractor must comply with all applicable requirements in the Manual of Traffic Controls published by Caltrans located at: <https://dot.ca.gov/programs/traffic-operations>. Nothing in this section is to be construed as to reduce the minimum standards required in this Agreement.
- b) Whenever Contractor vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. C23 (ROAD WORK AHEAD) and/or C24 (SHOULDER WORK AHEAD) signs shall be mounted on portable sign stands with flags.
- c) Whenever work to be performed on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within six feet (6 ft.) of the adjacent traffic lane, the adjacent traffic lane shall be closed.
- d) Work that requires lane or ramp closures shall require notification to Caltrans Contract Manager one (1) week prior to commencing work to arrange for proper notifications of traffic control at specific locations. Specifics will be on the Service Request by Caltrans Contract Manager.
- e) Generally, most lanes and ramps can be closed during the hours of 9:00 a.m. and 3:00 p.m. If lane effects a HOV, Connector or Interchange work should be done during night between 9 p.m. and 4 a.m. Time restrictions for lane and ramp closures will be provided by Caltrans Contract Manager with further instructions.
- f) All traffic cones used for night closures shall have reflective cone sleeves.
- g) On multi-lane roadways, a minimum of one (1) paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel.
- h) On two-lane, two-way roadways, a minimum of one (1) paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic. When the Agreement operations are not actively in progress, not less than two (2) of these lanes shall be open to public traffic.

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- i) On all roadways, except as otherwise provided, the full width of the traveled way shall be open for use by public traffic after 3:00 p.m. on Fridays and the day preceding designated legal holidays; on Saturdays, Sundays, and designated legal holidays; and when the Agreement operations are not actively in progress.
- 3) Designated legal holidays are:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Day
March 31	Farmworkers Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.

4) Traffic Control Systems for Lane and Ramp Closures

The provisions in this section will not relieve Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with **Standard Specifications, Temporary Traffic Control, Section 12 and Legal Relations and Responsibility to the Public, Section 7-1.04, Public Safety.**

- a) Each vehicle used to place, maintain, and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign and shall be in operation. Vehicles equipped with Type II flashing arrow operated within a stationary type lane closure, shall only display the caution display mode. The Type II flashing arrow sign shall be controllable by the operator of the vehicle while the vehicle is in motion.
- b) Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for the contract operations.
- c) No lane obstruction/traffic control will be allowed when the pavement is wet or when atmospheric visibility is less than one half (½) mile.
- d) At any time, a lane is closed for operations in accordance with the provisions of this section and it becomes necessary to clear the lane for use by public traffic due to congested conditions or for any other reason as determined by Caltrans Contract Manager, Contractor shall immediately, upon notice from Caltrans Contract Manager, stop active contract operations and commence clearing the lane.
- e) If Contractor is ordered by Caltrans Contract Manager to clear a lane in accordance with these provisions and is unable to begin work at the scheduled time, Contractor will be compensated Traffic Control for the interruption.

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- f) When closing a lane, a barrier vehicle or a shadow vehicle shall be used for the installation of the signs and the flashing arrow sign (Flashing Message Sign) unless they can be placed while off the traveled way on the shoulder or median. A shadow vehicle or a barrier with a truck mounted crash cushion shall be used as the protective vehicle during the installation and retrieval of traffic cones and signs in taper and tangent sections of lane closure. All devices placed in areas with no shoulders from an open lane require the use of a shadow vehicle for protection.
- 5) Construction Area Signs
 - a) Construction Area Signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in **Standard Specifications, Temporary Traffic Control, Section 12.**
 - b) The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the contract work during contract operations.
- J. Work Activity 10 - Trimming Plants
 - 1) Existing plants that encroach on the guardrail, shall be trimmed as directed by Caltrans Contract Manager to clear the work area as provided.
 - 2) Full compensation for trimming existing plants and disposing of the trimming shall be considered as included in the Agreement price paid per linear foot for reconstruct Thrie beam barrier railing and **no separate payment will be made.**

10. General Contractor Responsibilities

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s), and/or the general public.
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans property, its occupants, or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. No hazardous materials or waste shall be handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials immediately upon discovery.
- E. Contractor shall keep all records of the work, including labor, equipment, materials, supplies, locations, hours of work, and all other customary construction project field documentation and field record keeping. Contractor shall submit all manufacturer's instructions, warranty, guarantees and certifications of compliance to Caltrans Contract Manager for approval.
- F. Contractor shall select the safest most efficient, cost effective, and best workmanship means and methods to perform the work in accordance with this Agreement, Service Request, and best industry standards.

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- G. 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.

11. Contractor Project Manager Responsibilities

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's personnel and sub-contractors including, but not limited to, the following:
 - 1) Ensure that deliverables meet the criteria established by the Agreement.
 - 2) Supervise, review, monitor, train, and direct Contractor's and subcontractors' personnel.
 - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
 - 4) Assign qualified personnel to complete the required Service Request work, as specified, on an "as-needed" basis in coordination with Caltrans Contract Manager.
 - 5) Administer personnel actions for Contractor personnel and ensuring appropriate actions taken for sub-contractor personnel.
 - 6) Maintain and submit organized project files for record tracking and auditing.
 - 7) Implement and maintain quality control procedures to manage conflicts, ensure product accuracy.
 - 8) Ensure all applicable safety measures are in place.
 - 9) Provide invoices in a timely manner.
 - 10) Review invoices for accuracy and completion before billing to Caltrans.
 - 11) Manage sub-contractors.
 - 12) Monitor and maintain required DBE or DVBE participation, if applicable.
 - 13) Ensure that the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
 - 14) Ensure compliance with the provisions in this Agreement and all specific Service Request requirements.

12. Inspection

- A. Caltrans Contract Manager will, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions. All work done, and all materials furnished shall be subject to inspection.
- B. The inspection of the work shall not relieve Contractor of any of the obligations to fulfill the terms of the Agreement as prescribed. Work not meeting such requirements shall be made good and unsuitable work may be rejected notwithstanding that such work has been previously inspected by Caltrans Contract Manager.

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- C. If work is not accomplished within the prescribed time limits, Caltrans may cause such work to be remedied, removed, or replaced, and deduct the costs from any moneys due or to become due Contractor.
- D. Contractor shall notify Caltrans Contract Manager by email or telephone, within 24 hours of work completion to have the work inspected. The assigned work is not considered complete unless approved by Caltrans Contract Manager. Any work that does not conform to the terms of the Agreement and needs corrections shall be at Contractor's sole cost and expense.
- E. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor satisfied the 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 applicable acceptance criteria or tests).
- F. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager. No payment will be made until the deliverable has been satisfactorily completed.
- G. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default.
- H. If services performed by Contractor are not acceptable by Caltrans Contract Manager after a third "call back" to complete/correct the work, Contractor shall be advised that the non-compliance will constitute grounds for Agreement termination.
- I. Caltrans Contract Manager may periodically review the content and quality of Contractor's work to assess the progress and quality of the work.
- J. When Caltrans Contract Manager has made final inspection as provided and determines the Agreement work has been completed, Caltrans Contract Manager will accept the work completed, and immediately upon and after such acceptance by Caltrans Contract Manager, Contractor shall be relieved of the duty of maintaining and protecting the work as a whole and Contractor shall not be required to perform any further work thereon. Contractor shall be relieved of the responsibility for injury to persons or property or damage at that assigned project site after the acceptance by Caltrans Contract Manager.
- K. Service Requests may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

13. Digging and Excavation

- A. Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to commencing any excavation for posts. The regional notification centers include, but are not limited to, the following:

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Notification Centers	Telephone Numbers
Underground Service Alert–Northern California (USA)	1 (800) 642-2444
Underground Service Alert–Southern California (USA)	1 (800) 422-4133
Dig Alert	1 (888) 902-3569

- B. All excavations required to install posts shall be performed by hand methods without the use of power equipment specification, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Number “811” is the common number for excavation work.
- C. The States electrical services such as Highway lighting, TOSNET elements etc., are not covered by the underground service alert system.

14. Authority of Caltrans Contract Manager

- A. Caltrans Contract Manager will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and Special Provisions; all questions as to the acceptable fulfillment of the Agreement on the part of Contractor; and all questions as to compensation. Caltrans Contract Manager's decision shall be final, and Caltrans Contract Manager will have authority to enforce and make effective such decisions and orders which Contractor fails to carry out promptly.
- B. If at any time Caltrans Contract Manager determines Contractor's operation to be a problem for Environmental, Traffic and or Public Safety reasons, they may shut down Contractor's operation until the problem is remedied. Additional working days will not be accessed for this reason.
- C. Before starting work, Contractor shall designate, in writing, an authorized representative who shall have the authority to represent and act in Contractor's behalf. Said authorized representative, shall be present at the work site at all times while work is actually in progress.

15. Sound Control Requirements

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

16. Air Pollution Control

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes that apply to any work performed pursuant to the Agreement, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.
- B. Unless otherwise provided in the Agreement, material to be disposed of shall not be burned, either inside or outside the highway right of way.

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17. Water Pollution

- A. Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen's, calcium chloride and other harmful materials. Contractor shall conduct and schedule all operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of the work.
- B. Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be specified herein or directed by Caltrans Contract Manager.
- C. Contractor shall coordinate water pollution control work with all other work done on the Agreement.
- D. If necessary, Contractor shall submit, for acceptance by Caltrans Contract Manager, a program to control water pollution effectively during work. Details and requirements pertaining to water pollution control, and what an acceptable program entails shall be found in **Section 13-1.01 Water Pollution Control, of the Standard Specifications**.

18. Safety and Health Provisions

- A. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.
- B. All working areas utilized by Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.
- C. Contractor shall provide all safety equipment, materials and training as required. Training records must be retained for review as needed.
- D. All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

19. Public Convenience

Contractor shall comply with all applicable State and Federal regulations for public convenience and will retain responsibility for compliance with guidelines and appropriate regulatory agencies. Work activities shall not inconvenience the public or abutting property owner and shall reduce the public's exposure to such work activities. Refer to the **Standard Specifications Section 7-1.03** for further guidance.

20. Preservation Of Property

- A. Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed.
- B. Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage. If such objects are injured or damaged by reason of Contractor's operations,

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they shall be replaced or restored, in kind, done at Contractor's expense. The facilities shall be replaced or restored to a condition as good as when Contractor entered upon the work, or as good as required by this Agreement, if any such objects are a part of the work being performed under the Agreement. Caltrans Contract Manager may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due Contractor under the Agreement.

- C. Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees, in vicinity of project during all work activities).
- D. It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by reason of Contractor's operations.

21. Cooperation

- A. Should construction or other maintenance work be under way by State forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to State forces work will be avoided. When 2 or more contractors are employed on related or adjacent work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- B. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

22. Source of Supply and Quality of Materials

- A. Contractor shall furnish all materials required to complete the work, except those materials designated to be furnished by the State. Only materials conforming to the requirements of the Standard Specifications, or this Agreement shall be incorporated in the work.
- B. The materials furnished and used shall be new. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with this Agreement.
- C. Materials to be used in the work will be subject to inspection and tests by Caltrans Contract Manager. Contractor shall furnish without charge such samples as may be required.
- D. Contractor shall furnish Caltrans Contract Manager a list of sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to Caltrans Contract Manager in sufficient time to permit inspecting and testing of materials to be furnished from such listed sources in advance of their use. Caltrans Contract Manager may inspect, sample, or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until Caltrans Contract Manager is assured by Contractor of the cooperation and assistance of both Contractor and the supplier of the material. Contractor shall assure that Caltrans Contract Manager has free access at all times to the material to be inspected, sampled

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or tested. It is understood that such inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the State shall not relieve Contractor or Contractor's suppliers of responsibility for quality control.

- E. Manufacturers' warranties, guaranties, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to Caltrans Contract Manager before the start of work.
- F. Reports and records of inspections made, and tests performed, when available at the site of the work, may be examined by Contractor.

23. Defective Materials

All materials, supplied by Contractor, which Caltrans Contract Manager has determined do not conform to the requirements of this Agreement will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by Caltrans Contract Manager. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by Caltrans Contract Manager. Upon failure of Contractor to comply promptly with any order of Caltrans Contract Manager made under these provisions, Caltrans Contract Manager will have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due Contractor.

24. Certificates Of Compliance

- A. A Certificate of Compliance shall be furnished prior to the use of any materials for which the Standard Specifications or this Agreement require that such a certificate be furnished. In addition, when so authorized, Caltrans Contract Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- B. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of responsibility for incorporating material in the work which conforms to the requirements and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- C. Caltrans reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- D. The form of the Certificate of Compliance and its disposition shall be as directed by Caltrans Contract Manager.

25. Removal of Rejected and Unauthorized Work

- A. All work which has been rejected shall be remedied by Contractor and **no additional compensation will be allowed Contractor for such remedial work.**

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- B. Any work done beyond that established by Caltrans Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of Caltrans Contract Manager unauthorized work shall be remedied, removed, or replaced at Contractor's expense. Upon failure of Contractor to comply promptly with any order to remove rejected or unauthorized work, Caltrans may cause such work to be remedied, removed, or replaced, and deduct the costs from any moneys due or to become due Contractor.

26. Disposal of Material on non-Highway Right of Way

- A. Contractor shall make all arrangements for disposing of materials outside the highway right of way and shall pay all costs involved. Details on requirements, procedures, authorization and documentation shall be as indicated in **Contractor-Property Owner Agreement, Section 5-1.20B (4)** of the Standard Specifications. All disposal of material must comply with the Department of Toxic Substance Control Regulations.
- B. Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the Agreement unit price to be paid **and no additional compensation will be allowed.**

27. Damages to State or Private Property

- A. Contractor shall be responsible for replacing state facilities or private property lost or damaged due to Contractor personnel actions. Contractor shall be liable to Caltrans or property owner for the cost of replacing these facilities, in kind. If replacement is not made, costs may be deducted from any moneys due or to become due Contractor.
- B. In the event that any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, Caltrans Contract Manager will approve of who shall be hired to complete the work.
- C. Responsibility for damage will be as stated in **Damage Repair and Restoration, Section 5-1.39A** of the Standard Specifications, with all references to 'the Engineer' replaced with 'Caltrans Contract Manager'. For damage caused by natural disasters see **Damage Caused by an Act of God, Section 5-1.139B** of the Standard Specifications.

28. Rights in Land and Improvements

- A. Nothing in these specifications shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Agreement for any purpose whatsoever, either with or without compensation, in conflict with any Agreement between the State and any owner, former owner, or tenant of such land, structure, or building.
- B. Contractor shall not occupy State-owned property outside the right of way in which the work is situated unless he enters into a rental agreement with Caltrans. The Agreement will be based on the fair rental values.

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29. Personal Liability

Neither the Director, Caltrans Contract Manager, nor any other officer or authorized employee of the State of California, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

30. Legal Actions Against Caltrans

- A. In the event litigation is brought against Caltrans concerning compliance by Caltrans with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.
- B. If, pursuant to court order (other than an order to show cause) Caltrans is prohibited from requiring Contractor to perform all or any portion of the work, Caltrans may, if it so elects, eliminate the enjoined work or terminate the Agreement.
- C. If the final judgment in the action prohibits Caltrans from requiring Contractor to perform all or any portion of the work, Caltrans will either eliminate the enjoined work or terminate the Agreement.
- D. If the Agreement is to be terminated, the termination and the determination of the total compensation payable to Contractor shall be governed by the provisions of Exhibit D, Item 2, Termination.

31. Temporary Suspension of Work

- A. Caltrans Contract Manager will have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of Contractor to carry out orders given, or to perform any provision of the Agreement. Contractor shall immediately comply with the written order of Caltrans Contract Manager to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable, and methods are corrected, as ordered or approved in writing by Caltrans Contract Manager.
- B. In the event a suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of Contractor to carry out orders or to perform any provision of the Agreement; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of Caltrans Contract Manager, could have been performed prior to the occurrence of such unsuitable weather conditions had Contractor diligently prosecuted the work when weather conditions were suitable; Contractor, at his expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the work area for use by public traffic during the period of such suspension as provided in **Public Convenience**, and **Public Safety**, and as specified in this Agreement for the work. In the event that Contractor fails to perform the work above specified, Caltrans will perform such work and the cost thereof will be deducted from moneys due or to become due Contractor.

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32. Discovery of Asbestos, Lead-based Paint, or Other Hazardous Substances/Material

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, Contractor shall **stop work immediately**. Contractor shall verbally notify Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours. Contractor is not responsible for any work related to clean up or disposal of these substances.
- B. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.
- C. Should it become necessary to terminate the service request, Contractor shall be compensated only for work in progress or actually completed to Caltrans Contract Manager satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- D. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate termination of the Agreement for default per **Exhibit D, Section 2, Termination**. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.

33. Code of Conduct

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

34. Final Clean-Up

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans.
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of or recycle the discarded materials and Contractor shall be responsible for such disposal and recycling costs.
- D. Before final inspection of work site, Contractor shall clean the highway, material sites, and all ground occupied by Contractor in connection with the work of all rubbish, excess materials, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the Agreement unit rate and no separate payment will be made therefor.

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- E. Notwithstanding the other provisions of this Agreement, Contractor shall not be required to, and shall not, remove warning, regulatory, and guide signs prior to formal acceptance by Caltrans Contract Manager.

35. Inspection and Acceptance for Payment

It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager. Failure to complete work, as required by this Agreement, shall be considered grounds for terminated of this Agreement for default, per **Exhibit D, Section 2, Termination**.

36. Warranty

All parts and installation work completed by Contractor shall be warrantied, and Contractor shall issue a workmanship warranty for a period of one (1) year after work is completed.

37. Waste Disposal

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

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Attachment 1, Bid Proposal**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be submitted showing the Service Request for each billable hour 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 **11A4409**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Detailed account of work performed
 - a) Number of feet repaired; number of feet replaced
 - b) Repair/replace end treatments/attenuators or end treatment count
 - 5) Number of Hours by Classifications
 - 6) Hourly Rates
 - 7) Disposal Receipts
 - 8) Itemized materials, parts, and supplies used at each location
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 11/Maintenance
Attention: TBD
1108 Montenegro Way
El Centro, CA 92243
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

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

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limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section 4A**, above.

5. Excise Tax

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

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

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- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Department of Industrial Relations (DIR) website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

8. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by its Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) Employer has complied with requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records enumerated under **paragraph 1**, above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to employee or employee's authorized representative on request.

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- b) A certified copy of all payroll records enumerated in **paragraph 1**, above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.
- c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and regular mail on the business day following receipt of the request.
- 3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, they shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph 6**, above, for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

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- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting their prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
 - 1) The Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

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- 3) Upon becoming aware of failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than general prevailing wage rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction, or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State Prevailing Wage Rate Determinations

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

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- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After the award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

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

12. Hours of Labor

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

13. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards (DAS), https://www.dir.ca.gov/das/das_contactUS.html, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Retention of Records/Audits

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

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

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

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from Caltrans obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on the **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 of the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

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

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) ([DVBE Utilization Report](#)) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the

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final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

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

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

8. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Sections 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 requirement percentage is 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 requirements 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 (CCR), Title 2, Section 1896.70 unless a substitution is approved in writing by the Department of General Services (DGS), Office of Small Business & DVBE Services (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 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.

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- 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:
 - 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 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.

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- 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 (Pub. Cont. Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of Subcontractors.
- 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,

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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.

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. 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.

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16. Bonds (Service Request)

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

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

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

18. Mandatory Organic Waste Recycling

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

19. Exclusion of Retention

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

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20. Air or Water Pollution Violation

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

21. ADA Compliance

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

22. Electronic Signatures

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

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

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

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Additional Provisions

1. General Provisions Required in all Insurance Policies

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

2. Insurance Requirements

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

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2) The policy must include:

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

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

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

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Licenses and Permits

A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A General Engineering** license, or a **C-13 Fencing Contractor** license, or a **C-32 Parking and Highway Improvement Contractor** license issued by the California Contractors State Licensing Board (CSLB) for the guardrail work to be performed. If the Prime Contractor has a **Class A General Engineering Contractor** license, it may perform traffic control work. If Prime Contractor has a **C-13 Fencing Contractor** license or a **C-32 Parking and Highway Improvement Contractor** license, it must also have a **C-31 Construction Zone Traffic Control Contractor** license. If traffic control work is subcontracted, the subcontractor shall have a valid **C-31 Construction Zone Traffic Control Contractor** license.

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

4. Licensed Contractor Standards for Quality of Work

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

5. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such

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work, Contractor must have valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).

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

6. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

7. Debarment and Suspension Certification

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
 - 3) does not have a proposed debarment pending; and
 - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

8. State-Owned Data–Integrity and Security

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

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

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

9. Interfacing with Pedestrian and Vehicular Traffic

Pursuant to the authority contained in California Vehicle Code Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of California Vehicle Code. Contractor shall take all necessary precautions for safe operations of Contractor's equipment and the protection of the public from injury and damage from such property.

10. Contractor Registration Program

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

ATTACHMENT 3STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONContractor Name TBD
Agreement Number 11A4409
Page 1 of 1**SERVICE REQUEST**

Service Request Number:		Agreement Number: 11A4409		Date Issued:	
Project Title:					
Contractor:			Project Manager/Designee:		Phone Number:
Caltrans Contract Manager:			Email:		Phone Number:
Approved Work Start Date:		Estimated Work Finish Date:		Agreement Expiration Date:	
Service Location(s):			Type of Service: ☐ Routine ☐ Non-Routine		
NO SERVICE REQUEST SHALL EXTEND BEYOND AGREEMENT EXPIRATION DATE					
Scope of Services:* (Include Service Request scope of work, expected deliverables and results, and an overview of estimated cost calculations using Attachment 1, Bid Proposal Units of Measure and Unit Prices)					
Report(s)*: ☐ Yes ☐ No *Shall be in accordance with Exhibit A of Agreement					
Cost:	Total estimated amount of this Service Request:				\$
	The estimated amount of this Service Request shall not be exceeded without additional Caltrans Contract Manager written approval. The Contractor will be paid in accordance with Attachment 1, Bid Proposal				
Approval Signatures: I certify this Service Request complies with the provisions of Agreement Number 11A4409 and are necessary for the satisfactory completion of the product(s) contracted for, and sufficient funding has been encumbered to pay for this work. IN WITNESS WHEREOF, this Service Request has been executed under the provisions of Agreement Number 11A4409 between the State of California Department of Transportation and the Contractor, and by signature below, the parties hereto agree all terms and conditions of this Service Request Number _____ and Agreement Number 11A4409 shall be in full force and effect. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CONTRACTOR					
Signature		Date		Signature	
				Date	

Attachment 4 - Locations

Contact Person Identified on Service Request		
Route	Post Mile (PM)	Location
007 Imperial (IMP)	0.0 to 6.8	International Border to I-8
008 San Diego (SD)/IMP	8.5 to 96.7	College Avenue to Colorado River
078 SD/IMP	35.5 to 80.74	10th Street in Ramona to Riverside County line
086 IMP	0.0 to 67.0	PM 5.0 of Highway 111 to Riverside County line
098 IMP	0.0 to 57.0	From I-8 at Ocotillo to PM 65.0 off I-8 East
111 IMP	0.0 to 65.4	International Border to Riverside County line
115 IMP	3.2 to 35.0	PM 53.0 off I-8 to Highway 111 Junction in Calipatria
186 IMP	0.0 to 2.1	International Border to I-8 Junction
52 SD	13.0 to 16.1	Mast Boulevard to Junction Route 67
54 SD	11.0 to 16.2	Junction 94 to Route 8
67 SD	0.0 to 24.4	Route 8 to 10th Street in Ramona
76 SD	17.0 to 52.3	Junction Route 15 to Junction 79
79 SD	0.0 to 53.0	Old Highway 80 to Riverside County line
94 SD	8.9 to 65.4	Lemon Grove Avenue Over-Crossing to Route 8
125 SD	6.0 to 22.3	San Miguel Over-Crossing to Mission Gorge Road
SBX125 SD	0.65 to 6.0	Otay Mesa Road to San Miguel Over-Crossing
188 SD	0.0 to 1.9	Route 8 to Imperial Highway