

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 # 10A2920 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 10A2920**, titled **Demolition and Clearance Services in San Joaquin County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), 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.

Disadvantaged Business Enterprise (DBE) goals do not apply to this IFB.

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:

Gurinder Kaur
California Department of Transportation (Caltrans)
Email address: Gurinder.Kaur@dot.ca.gov
Phone: (279) 234-2252

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/or at an optional site inspection to be held on **July 22, 2026**, at **548 N. Pershing Ave. Stockton, CA 95203**. 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,

Gurinder Kaur
Contract Analyst

A) Purpose and Description of Services

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

B) Bidder's Minimum Qualifications

1. Bidder shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, valid and current licenses and certificates issued by the California Contractors State License Board (CSLB):
 - A. **Class A (General Engineering Contractor), C-21 Building Moving/Demolition Contractor licenses, and Hazardous Substance Removal (HAZ) Certification, or**
 - B. **Class B (General Building Contractor), C-21 Building Moving/Demolition Contractor licenses, and Hazardous Substance Removal (HAZ) Certification**
2. Subcontractor performing traffic control shall possess at time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **C-31 (Construction Zone Traffic Control Contractor)** license issued by the CSLB.
3. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **C-13 (Fencing Contractor)** license issued by the CSLB.
4. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **C-57 (Well Drilling Contractor)** license issued by the CSLB.
5. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **Asbestos (ASB) Certification** issued by the CSLB.
6. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, valid and current **Asbestos Contractor Registration** with the Department of Industrial Relations (DIR).
7. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current permit issued by the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (Cal/OSHA). Bidder must provide copy(ies) of the current and valid permit with its bid submittal.
8. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Lead Removal Certificate for supervisor(s) and worker(s) issued by the California Department of Public Health (CDPH). Bidder must provide copy(ies) of the current and valid certificate with its bid submittal.
9. Bidder or subcontractor shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) issued by the California Stormwater Quality Association (CASQA). Bidder must provide copy(ies) of the current and valid certificates with its bid submittal.
10. Bidder transporting hazardous materials or subcontractor transporting hazardous materials shall possess all the following, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, valid and current:

- A. **Motor Carrier Permit** issued by the California Department of Motor Vehicles (DMV). **Bidder must provide copy(ies) of the current and valid registration with its bid submittal.**
 - B. **Hazardous Waste Transporter Registration** issued by the California Department of Toxic Substances Control (DTSC). **Bidder must provide copy(ies) of the current and valid registration with its bid submittal.**
 - C. **Hazardous Materials Transportation License** issued by the California Highway Patrol (CHP). **Bidder must provide copy(ies) of the current and valid license with its bid submittal.**
 - D. **Hazardous Waste Transporter MCS-90 Endorsement** associated with required pollution liability insurance. **Bidder must provide copy(ies) of the current and valid endorsement with its bid submittal.**
11. Bidder transporting hazardous materials or subcontractor transporting hazardous materials shall possess, at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, current and valid Hazardous Materials Registration issued by the United States (US) Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA).
12. 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.
13. Bidder shall provide information on **Attachment 2, Required Documents**, to document compliance with this **Section B Bidder's Minimum Qualifications**.
14. 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.
15. 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	July 15, 2026	
Optional Site Inspection	July 22, 2026	10:00 a.m.
Written Question Submittal	July 23, 2026	
Final Date and Time for Bid Submission	July 30, 2026	2:00 p.m.
Bid Opening	July 30, 2026	2:30 p.m.
Proposed Award Date (estimate)	August 13, 2026	

2. Optional Site Inspection

- A. An optional site inspection is scheduled at **10:00 a.m. on July 22, 2026**, at **548 N. Pershing Ave. Stockton, CA 95203**, for the purpose of discussing concerns regarding this IFB.

- B. Bidders must sign-in (on the sheet provided) upon arrival and sign out upon completion of the walk-through activities. **Failure to comply with these provisions will result in the rejection of your bid.** Caltrans will conduct the optional site inspection of the facilities and disseminate any additional information to participants if necessary. **Bidders should bring any questions they have to the optional site inspection.**
- C. In the event a potential contractor is unavailable to attend an optional site inspection, an authorized representative may attend on its behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory site inspection.

3. Reasonable Accommodation

For bidders who have and need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the Optional Site Inspection. The bidder must call the designated Contract Analyst contact no later than the fifth (5th) working day prior to the scheduled date and time of the Optional Site Inspection to arrange for a reasonable accommodation.

4. Questions and Answers

- A. Questions regarding this IFB must be submitted by **July 23, 2026**. Bidders must submit their questions via e-mail to Gurinder.Kaur@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 10A2920**.
- 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.

5. 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.

6. 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).

7. 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**.

8. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the County of San Joaquin 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.

9. Federal Prevailing Wage Rates

Federal Prevailing Wages apply to this Agreement and are attached to the **Proposed Form of Agreement, Exhibit B**.

10. 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.

11. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (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 the required MCP(s).
- B. The MCP(s) required for the 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).

12. 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.

13. Contractor's License

- A. Bidder must have, at time of agreement award and for the duration of the agreement, a valid, current **Class A (General Engineering Contractor), C-21 Building Moving/Demolition Contractor licenses**, and **Hazardous Substance Removal (HAZ) Certification**, or **Class B (General Building Contractor), C-21 Building Moving/Demolition Contractor licenses**, and **Hazardous Substance Removal (HAZ) Certification** issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in cancellation of the award. Caltrans will verify a valid license issued by the CSLB (reference Public Contract Code Section 10164).
- B. Bidders may designate a subcontractor possessing a **C-31 (Construction Zone Traffic Control Contractor), C-13 (Fencing Contractor), C-57 (Well Drilling Contractor), Asbestos (ASB) Certification** licenses required for this Agreement.

14. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement, Exhibit A**. If a subcontractor(s) is/are used, complete the Subcontracting Provisions/List (ADM-1511). 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.

15. 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.

16. 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**.

17. 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: If the successful bidder's bid is \$25,000 or more, the successful bidder shall furnish a Payment Bond for not less than 100 percent (100%) of the total account payable by the terms of this Agreement. The Payment Bond is due prior to the start

date of work. No work may commence without receipt of a valid Payment Bond. The Payment Bond must be in effect at all times for the duration of the Agreement. If the Payment Bond expires during the term of the Agreement, a new Payment Bond must be provided to Caltrans Contract Manager not less than 10 business days prior to its expiration. Failure to maintain a Payment Bond for the full term of this Agreement will be grounds for termination for default in addition to other legal remedies Caltrans may have. Inadequate or lack of a Payment Bond does not negate Contractor's obligations under this Agreement.

18. 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.

19. 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.

20. Darfur Contracting Act

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

21. 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.

22. 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.

23. 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.

24. 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. 10A2920 Bid Due Date: July 30, 2026 Bid Due Time: 2:00 p.m. Bid Opening Date: July 30, 2026 Bid Opening: 2:30 p.m. Attention: Gurinder Kaur
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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-responsive 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>.

25. 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.

26. 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.

27. 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.

28. 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-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or 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. Disadvantaged Business Enterprise (DBE) Program

- A. On September 30, 2025, the U.S. Department of Transportation (U.S.DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025)). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.
- Interim Final Rule in Federal Register: [Federal Register :: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
 - U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
 - [DBE IFR FAQ US DOT](#)
- B. This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) titled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".. Information about the Federal DBE Program is available at: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise> or <https://dot.ca.gov/programs/business-and-economic-opportunity>
- C. There is no specific contract goal for DBE participation in this Agreement.

BID PROPOSAL

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Attachment 1**Contractor's Name (Please Print):**

Item Number	Estimated Quantity	Unit of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	72,463	Cubic Yard	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary for <u>asbestos disposal</u> (Quantity shown on Disposal Site Manifest)	\$	\$
2	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of exterior stucco or plaster</u>	\$	\$
3	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of mastic with attached non-asbestos containing resilient floor covering, tile, moldings, or other floor related materials</u> (Requires removal of both materials)	\$	\$
4	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of resilient floor covering, tile, moldings, or other floor related materials with attached non-asbestos containing mastic</u> (Requires removal of both materials)	\$	\$
5	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of paint (ACP) with or without attached materials</u> (Includes removal of ACP by chemical, mechanical, or other proper means)	\$	\$
6	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of mastic with attached non-asbestos containing paneling, wall treatments, interior/exterior ceiling tiles or other wall/ceiling materials</u> (Requires removal of both materials)	\$	\$
7	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of spray-on or hand applied materials or textures on interior wall board or plaster wall or ceiling treatment plaster wall or ceiling treatment</u>	\$	\$
Total Page 1					\$

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Attachment 1

8	72,463	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of pipe lagging, insulation flues, ducts, and duct connectors</u>	\$	\$
9	72,463	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of boiler or vessel lagging or insulation</u>	\$	\$
10	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of roof felt and cover material</u>	\$	\$
11	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of roof mastic</u>	\$	\$
12	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal cement siding, interior/exterior ceiling tiles, panels, or sheets</u>	\$	\$
13	72,463	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of cement pipe</u>	\$	\$
14	72,463	Per Window	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of window putty</u>	\$	\$
15	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of fireproofing</u>	\$	\$
16	10	Per Door	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>asbestos removal of fire doors</u>	\$	\$
17	200	Per Fixture	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary for <u>removal and disposal of PCB and mercury containing fixtures, including, but not limited to light fixtures, thermostats, fluorescent lightbulbs</u>	\$	\$
18	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>backfilling, grading, and berming, including backfill material</u> (Weight tags required)	\$	\$
19	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary to <u>remove rebar, footings, and brick, concrete, cinder block, or rock masonry walls, including backfill material</u>	\$	\$
Total Page 2					\$

BID PROPOSAL

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Attachment 1

20	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of combustible and non-combustible rubbish</u> (Weight tags required) Excludes debris listed in line items 25, 26, 27, and 28	\$	\$
21	72,463	Linear	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary to <u>remove footings and fences constructed of wood, rock, plastic, or wire, including backfill material</u> in line item 18	\$	\$
22	72,463	Cubic Yard	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>dispose of lead materials at a State licensed public facility</u>	\$	\$
23	250	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal lead materials or other surfaces and fixtures, including, but not limited to interior/exterior painted materials, windows, and paint chips</u> Excludes line item 24	\$	\$
24	250	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal of lead trim and/or molding</u>	\$	\$
25	72463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal of any one or two-story residence, duplex, or mobile home with attached or detached garage or carports from a residential lot or site, including but not limited to, abandonment of existing septic tank</u>	\$	\$
26	72463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal of non-residential commercial building and/or covered area, including attached and detached garage or carport, including but not limited to, abandonment of existing septic tank</u>	\$	\$
27	72463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal of residential apartment or hotel/motel, commercial or converted, buildings including attached or detached garage or carport, including but not limited to, abandonment of existing septic tank</u>	\$	\$
Total Page 3					\$

BID PROPOSAL

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Attachment 1

28	72463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary for <u>removal of foundations, footings, steps, curbing, Portland cement concrete or asphaltic concrete flatwork, including but not limited to, driveways and walkways</u> Excludes line items 25, 26, and 27	\$	\$
29	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove, backfill, grade, and dispose of basement with walls, floors, and footings, including backfill material</u> (Weight tags required)	\$	\$
30	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove, backfill, grade, and dispose of debris, concrete or plastic lined in-ground swimming pools, spas, decking, pool/spa equipment, plants, shrubs, trees less than 15 feet tall, including backfill material</u> (Weight tags required)	\$	\$
31	3	Per Plan	All labor, tools, parts, equipment, supplies, materials, travel, traffic control and incidentals necessary to <u>develop and implement a Storm Water Pollution Prevention Plan (SWPPP)</u> in accordance with Caltrans Statewide Storm Water Permit and General Construction Permit	\$	\$
32	3	Per Plan	All labor, tools, parts, equipment, supplies, materials, travel, traffic control and incidentals necessary to <u>develop and implement an amendment to add parcels for demolition to the Storm Water Pollution Prevention Plan (SWPPP)</u> in accordance with Caltrans Statewide Storm Water Permit and General Construction Permit	\$	\$
33	3	Per Plan	All labor, tools, parts, equipment, supplies, materials, travel, traffic control and incidentals necessary to <u>develop and implement a Water Pollution Control Program (WPCP) with a distribution soil area of less than one (1) acre</u> in accordance with Caltrans Statewide Storm Water Permit	\$	\$
34	3	Per Plan	All labor, tools, parts, equipment, supplies, materials, travel, traffic control and incidentals necessary to <u>develop, implement, monitor, and document, by a Qualified SWPPP developer (QSD), a Sampling & Analysis Plan (SAP) and Rain Event Action Plan (REAP)</u> in accordance with Caltrans Statewide Storm Water Permit and General Construction Permit	\$	\$
	Total Page 4				\$

BID PROPOSAL

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35	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>furnish, install, remove, and dispose of fiber or straw mats</u>	\$	\$
36	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>furnish, install, remove, and dispose of fiber rolls</u>	\$	\$
37	72,463	Square Foot	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary to <u>furnish and install hydro seed</u>	\$	\$
38	100	Per Bag	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>furnish, install, remove, and dispose of sand or gravel bags</u>	\$	\$
39	250	Linear Foot	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>furnish, install, remove, and dispose of silt fencing</u>	\$	\$
40	10	Per Bale	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>furnish, install, remove, and dispose of straw bales</u>	\$	\$
41	20	Per Tree	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of trees in direct conflict with demolition of structures</u>	\$	\$
42	20	Per Tree	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of individual and grouped trees in less than one (1) acre not associated with demolition of structures and not part of an orchard</u>	\$	\$
43	1.67	Acre	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of trees of any kind and size as part of an orchard</u> Excludes line items 45 and 46	\$	\$
44	10	Per Tire	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of passenger, truck, tractor, or other type of rubber tire, including rims</u> at a State permitted facility for tire disposal	\$	\$
	Total Page 5				\$

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Attachment 1

45	3	Per Well	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary to provide <u>abandonment of domestic water wells, up to and including a 12-inch diameter casing</u> , in accordance with local, state, and federal requirements	\$	\$
46	3	Per Well	All labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control and incidentals necessary to provide <u>abandonment of irrigation water wells, regardless of all casing diameter</u> , in accordance with local, state, and federal requirements	\$	\$
47	362	Per 100 Linear Feet Minimum	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, traffic control and incidentals necessary to <u>remove and dispose of vines, stakes of wood, metal, or other material, end posts, and wire</u>	\$	\$
48	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, and incidentals necessary to <u>remove and dispose of treated timber, lumber, and poles</u> (Weight tags required)	\$	\$
49	25	Ton	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, and incidentals necessary to <u>remove and dispose of billboards, business signs, other various signs, and poles</u> (Weight tags required)	\$	\$
50	2	Per Septic Tank System	All labor, tools, parts, equipment, supplies, materials, permits, travel, and incidentals necessary to provide <u>abandonment of additional septic tank systems</u> Excludes first septic tank system in line items 25, 26, 27, and 28	\$	\$
51	1	Per Tank	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, and incidentals necessary to provide <u>remove, backfill, grade, and dispose of in-ground oil/gas tanks, including backfill material</u>	\$	\$
52	1	Per Tank	All labor, tools, parts, equipment, supplies, materials, permits, fees, travel, and incidentals necessary to <u>remove, backfill, grading of concrete, and dispose of in-ground water/septic tanks, including backfill material</u>	\$	\$
53	3	Per Service	All labor, tools, parts, equipment, supplies, materials, permits, travel, and incidentals necessary to provide <u>traffic control required during demolition work</u> at the discretion of, and as designated and approved by Caltrans	\$	\$
Total Page 6					\$

BID PROPOSAL

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Attachment 1

54	3	Per Restart	All labor, tools, parts, equipment, supplies, materials, travel, and incidentals necessary to <u>stop and restart abatement and/or demolition work due to a delay caused by Caltrans</u> Work shall restart on a different calendar day	\$	\$
55	6,191.45	Hour	Hourly rate for all labor, tools, parts, equipment, supplies, materials, permits, fees, travel, and incidentals necessary to <u>perform unforeseen/unanticipated work needed to complete demolition (not included in items 1-54 above) as directed and approved by the Caltrans per Exhibit A Scope of Work</u> All unforeseen/unanticipated work must be documented by specific labor classification, tools, parts, equipment, supplies, materials, permits, fees, and number of hours necessary to complete demolition work for each worker	\$	\$
	Total Page 7			\$	
	Total From Page 1			\$	
	Total From Page 2			\$	
	Total From Page 3			\$	
	Total From Page 4			\$	
	Total From Page 5			\$	
	Total From Page 6			\$	
	Total This Proposal			\$	

- 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. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.

**Attachment 2
Required Documents**

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

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Subcontracting Provision/List (DOT ADM-1511) [Subcontracting Provisions/List](#)
- ☐ Bidder's Bond (ADM-2010) [Bidder's Bond](#)
- ☐ 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](#)
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)

Attachments	Attachment Name/Description
Copy(ies)	Permit with the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (Cal/OSHA)
Copy(ies)	Lead Removal Certificate for supervisor(s) and worker(s) issued by the California Department of Public Health (CDPH)
Copy(ies)	Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) issued by the California Stormwater Quality Association (CASQA)
Copy(ies)	Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV)
Copy(ies)	Hazardous Waste Transporter Registration issued from the California Department of Toxic Substances Control (DTSC)
Copy(ies)	Hazardous Materials Transportation License issued by the California Highway Patrol (CHP)
Copy(ies)	Hazardous Waste Transporter MCS-90 endorsement associated with required pollution liability insurance

**Attachment 2
Required Documents**

Subcontractor List
In accordance with Section B Bidder's Minimum Qualifications , provide the following information:
Item 2 – Subcontractor(s) who possess a C-31 (Construction Zone Traffic Control Contractor) license with CSLB:
Name(s) _____
License Number(s) _____
Item 3 – Subcontractor(s) who possess a C-13 (Fencing Contractor) license with CSLB:
Name(s) _____
License Number(s) _____
Item 4 – Subcontractor(s) who possess a C-57 (Well Drilling Contractor) license with CSLB:
Name(s) _____
License Number(s) _____
Item 5 – Subcontractor(s) who possess an Asbestos (ASB) certification with CSLB:
Name(s) _____
Certificate Number(s) _____
Item 6 – Subcontractor(s) who possess an Asbestos Contractor Registration with DIR:
Name(s) _____
Registration Number(s) _____
Item 7 – Subcontractor(s) who possess a permit with DIR-Cal/OSHA:
Name(s) _____
Permit Number(s) _____
Item 8 – Subcontractor(s) who possess a Lead Removal Certificate with CDPH:
Name(s) _____
Item 9 – Subcontractor(s) who possess a Qualified SWPPP Developer Certificate (QSD) for SWPPP and Qualified SWPPP Practitioner Certificate (QSP) with CASQA:
Name(s) _____

**Attachment 2
Required Documents**

Item 10 – Transporter subcontractor(s) who each possess all the following:

Motor Carrier Permit with CA/DMV

Name(s)

Permit Number(s)

Hazardous Waste Transporter Registration DTSC

Name(s)

Registration Number(s)

Hazardous Materials Transportation License with CHP

Name(s)

License Number(s)

Hazardous Waste Transporter MCS-90 Endorsement required with pollution liability insurance

Name(s)

Item 11 – Subcontractor(s) who possess Hazardous Materials Registration with USDOT/PHMSA:

Name(s)

Registration Number(s)

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](#)
- ☐ Payment Bond (ADM-2009) [Payment Bond](#)
- ☐ 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

10A2920

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

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

THROUGH END DATE

August 31, 2027 (estimate)

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	15
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	9
Exhibit E	Additional Provisions	7
Exhibit F	FHWA-1273–Revised October 23, 2023	1
Attachment 1	Bid Proposal, ADM-1412 (to be attached on award)	7
Attachment 2	Subcontracting Provision/ List , ADM 1511 (to be attached on award)	1
Attachment 3	Solid Waste Disposal & Recycling Report (CEM 4401)	3
Attachment 4	Hazardous Material Survey Report	42
Attachment 5	Disadvantaged Business Enterprises Utilization Report (ADM-3069)	3
Attachment 6	Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts (to be attached with addendum)	115
Attachment 7	Sample Service Request	1

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

10A2920

PURCHASING AUTHORITY NUMBER (If Applicable)

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

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10107

SCM 10.00

Exhibit A
Public Works—Federal

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) clearance and demolition services, hazardous material abatement services, asbestos/lead paint abatement services and Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP) services and implementation of said Plan/Program as described herein:
 - A. Contractor shall provide all labor, tools, parts, equipment, supplies, materials, permits, travel, traffic control, and incidentals necessary to remove and demolish real property structures, abate all hazardous materials to include, but not limited to, friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP/WPCP and implementation of said Plan(s)/Program(s). The work shall be done in accordance with all city and county codes/regulations. The structures are to be demolished and removed out of the State right of way for Caltrans.
 - B. The work to be done in general consists of demolishing and removing structures, foundations, footings, and other improvements located in the County of San Joaquin, CA. All demolition work will include removal of one (1) story residence, two (2) story residence, duplex, mobile home, apartment buildings, hotel/motel building, commercial buildings, in ground tanks, siding, concrete blocks, plants, shrubs, trees, vines, fences, walls, curbing, decks, sheds, swimming pools, spas (associated, and not associated with swimming pools), covered and uncovered patios, attached, and detached garages, septic tanks and cesspools, capping of sewer lines, slabs, concrete porches, loading docks, steps, footings, foundations, pipe, billboards, business signs, poles, brick, flatwork, plaster, timber, lumber, wood splinters, trash, tires, rims, debris, well abandonment, glass, light fixtures, thermostats, fluorescent light bulbs, PCB (polychlorinated biphenyl) or mercury fixtures, abate all friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP/WPCP and implementation of said Plan/Program, as set forth herein and under the review and approval of Caltrans Contract Manager.
 - C. Caltrans does not guarantee that any of the described improvements scheduled for demolition and removal are constructed of the materials as stated herein or that they conform in any other described manner. Unless specifically stated otherwise in this Agreement, Caltrans assumes no responsibility for conditions not evident at the time of bid opening nor for subsequent change or damage of any nature to the improvements not within the control of Caltrans.
 - D. Contractor shall notify Caltrans Contract Manager, by telephone, a minimum of 24 hours prior to starting work and 24 hours prior to completion of all work. Contractor will notify Caltrans Contract Manager when all the demolition work is completed and make arrangements with Caltrans Contract Manager for a final job inspection. Caltrans shall not pay the invoice until all work is performed correctly.
 - E. Caltrans reserves the right to remove items from the improvements as deemed suitable before directing Contractor to begin demolition operations.
 - F. Contractor shall comply with Division 26 of the California Health and Safety Code and to the rules and regulations of the Air Pollution Control District having jurisdiction.
 - G. Contractor shall arrange for septic tank inspection as specified in the permit obtained from the Environmental Health Department and shall have available for review by the inspector an invoice for service indicating that the contents of the septic tank have been pumped.

Exhibit A
Public Works–Federal

- H. Contractor shall use its predetermined local dumpsite(s) for disposal of the demolished improvements. Contractor shall pay all disposal site charges. These charges and fees are included as part of Contractor's bid.
2. The services shall be performed at San Joaquin County at the following locations:
- Parcel No. 10-SJX005-0400-01: This includes demolition and clearance of one (1) large building comprised of eight (8) sub-building units: 1430 W. Oak St, 552 N. Pershing Ave, 548 N. Pershing Ave., 1429 W. Fremont St., 1419 W. Fremont St., 1411 W. Fremont St., 1407 W. Fremont St., Stockton, CA 95203.
3. Any reference to Caltrans Contract Manager shall also include his/her designee.
4. This Agreement will commence on **September 1, 2026 (estimate)** or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager or designee. This Agreement shall expire on **August 31, 2027 (estimate)**. The services shall be provided during normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m., excluding State holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: D10/ Right of Way	Project Manager:
Caltrans Contract Manager:	
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

6. Assignment of Work

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 7, Sample Service Request**.
- B. The Service Request shall include the following information:
- 1) Agreement Number
 - 2) Service Request Number
 - 3) Date of Request

Exhibit A
Public Works—Federal

- 4) Caltrans Contract Manager's name
 - 5) Prospective Date of Service
 - 6) Type of Service (routine or non-routine)
 - 7) Time of Service (day(s) and time(s))
 - 8) Location/Address of Service
 - 9) Specific Scope of Work to be performed under the Service Request, in accordance with this
Exhibit A Scope of Work
 - 10) Signature of Caltrans Contract Manager
- 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.
 - 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. Contractor shall respond to routine Service Requests within 48 hours of issuance. A non-routine Service Request may be initiated first via phone call and shall be followed up with the written Service Request. Once contacted for non-routine services, the Contractor shall have two (2) hours to respond to Caltrans Contract Manager.

7. Detailed Description of Work

- A. Contractor is responsible and assures that all work performed under this Agreement will comply with all City, and County of San Joaquin government regulations. In addition, sanitary sewer system shall be abandoned as directed by Caltrans Contract Manager and shall be in accordance with all City and County requirements, drainage, and sewer facilities regulations. Septic tank abandonment shall be subject to inspection and approval by Caltrans Contract Manager. Contractor shall notify Caltrans Contract Manager a minimum of 24 hours prior to septic tank pumping and abandonment.
- B. Following completion of any demolition work, Caltrans may excavate all or portions of the job site to confirm any buried debris. If such debris is uncovered, Contractor agrees to pay for or reimburse Caltrans the expense of the excavation work and removal of said debris.
- C. Prior to starting demolition operations, Contractor shall be responsible to ensure utility companies have disconnected and removed meters, service lines, liquefied petroleum (lp) tank, or natural gas tank. Caltrans will not be responsible for any fees or costs associated with removal and abandonment.
- D. Contractor shall take all measures necessary to protect the public from its operations, including, but not limited to, taking all measures necessary to protect the public from abandoned, cased, or dug wells exposed by its operations. These measures shall not be less than those prescribed by local ordinances.
- E. Contractor shall fill all basements, swimming pools, in ground tanks, pits and sumps, and backfill all excavations resulting from the removal operations in accordance with the approved SWPPP/WPCP.

Exhibit A
Public Works—Federal

- F. The sites shall be graded and smoothed, so the lots will be neat, clean and in good condition and appearance. Said grading shall be completed in such a manner that natural drainage waters will not become trapped or cause ponding. Existing city streets, curbs, gutters, and adjacent sidewalks damaged by reason of Contractor's operations shall be repaired by Contractor at its own expense. Sidewalks damaged by Contractor shall be repaired either with bituminous material or with Portland cement concrete as directed by Caltrans Contract Manager. Contractor shall grade the site to a finished grade in accordance with the approved SWPPP/WPCP or as directed by Caltrans Contract Manager.
- G. Sale of Materials: All materials resulting from the demolition of improvements shall become the property of Contractor and Contractor shall remove said materials from the premises with its own organization. Contractor shall not dispose of the improvements or materials therefrom by sale, gift, or in any manner whatsoever to the general public at the site; provided, however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials at the site to properly licensed Contractors or material men, provided that the materials are removed by Contractor. Removal of buildings as a unit, or in sections capable of reassembly as a structure, is expressly prohibited. In no case shall Contractor engage in any solicitation of business which might subject Caltrans to any liability, i.e., selling salvage on site.
- H. Protection Fences and Canopies: Prior to starting demolition operations, Contractor shall erect protection fences and canopies as required by the local building code. Said protection fences shall be constructed of three-eighths (3/8") or one-half inch (1/2") plywood with studs spaced not more than four feet (4') on center provided that a two-inch by four-inch (2" x 4") stiffener is placed horizontally at the mid-height when the stud spacing exceeds two feet (2') on center. Said protection fences and canopies shall be painted with one (1) coat of white or gray outside paint and shall be kept free of advertising posters at all times.
- 1) Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway shall be one-half (1/2) as wide as the sidewalk but shall be not less than three feet (3') wide and need not be more than six feet (6') wide. The required width of the walkway shall be unobstructed.
 - 2) Unless otherwise required by local building code, a protection fence will not be necessary when the distance from the improvement to the public way is more than one-half (1/2) the height of the building being demolished.
 - 3) A heavy-duty protection canopy shall be provided in addition to the protection fence when the distance from the public way to the building being demolished is less than one-fourth (1/4) the height of the building or as required by local building code. Said canopy shall be subject to the approval of Caltrans Contract Manager.
- I. Perimeter Fences: Contractor shall not remove fencing adjoining occupied improvements. All existing perimeter fences are to remain undamaged and structurally supported, unless otherwise instructed by Caltrans Contract Manager. Contractor shall be responsible for replacing any fences that were in good standing prior to demolition but were damaged or removed during demolition.
- J. Wooden Fences: Wooden fences shall be constructed in accordance with the following specifications. The posts shall have a maximum spacing of 10 feet center to center. Posts shall be "Economy" grade or better and rails and braces shall be "Utility" grade or better

Exhibit A
Public Works—Federal

Douglas fir conforming to the rules adopted by the West Coast Lumber Inspection Bureau or the current standard grading rules adopted by the Western Wood Products Association. In place of new material, Contractor may use sound salvaged lumber equal to the grades specified, as determined by Caltrans Contract Manager. The portion of the fence above ground shall be either painted or stained. Painting shall consist of one (1) coat of outside white paint. The paint or stain to be used shall be approved by Caltrans Contract Manager prior to application.

- K. Excavation and Grading: Contractor shall do all excavating, grading, or filling necessary to accomplish the demolition and removal of improvements, or to obtain the rough and finish grades shown on the plans or established by the engineer. Excavations shall be made for all footings, piers, foundation walls, curbs, and retaining walls or underground fixtures of any kind, and trenches shall be excavated for all underground pipelines. All excavations and trenches shall be cut true to the lines and grades shown on the plans or established by the engineer. In no case shall foundations or footings rest on filled or otherwise unstable ground. Should this condition be encountered, Contractor shall carry all excavations to a solid bearing. Where necessary, the area under a building shall be excavated to provide the proper clearance as shown on the plans, or as may be required by local building ordinances. Any excess material resulting from excavation or grading operations shall be removed and disposed of by Contractor.
- L. Backfill:
- 1) In order to safeguard the public from basement excavations, swimming pool removal, in ground tank removal, holes, or vertical drops exposed or produced by its operations, Contractor shall backfill such excavations, holes, or drops. Backfill shall be made with clean earth consisting of alluvium, decomposed granite, loam, or sand. No material containing adobe or other substances, which would swell or contract with the addition of water or containing debris or large rocks will be accepted. Backfill, within the limits of the State highway right of way, shall be completed to the surface of the ground and unless otherwise specified shall be placed in horizontal uniform layers not to exceed eight inches (8") in thickness, before compaction. Each layer shall be well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by California Test 216 or 231. All other backfill or all backfill if specified in the special provisions may be placed in 12-inch-thick horizontal layers, and each layer shall be thoroughly compacted to equal compaction of the surrounding ground, unless a greater amount of compaction is specified. No fill, or backfill, shall be placed against new concrete walls or piers until such time as the concrete has developed sufficient strength to withstand the load. No puddling or backfilling shall be done without specified authorization of Caltrans Contract Manager. Contractor shall make the arrangements for securing suitable fill materials. Any excavation or hole having an impervious bottom, such as concrete or masonry, shall have such bottom broken or shattered to allow drainage therefrom before backfilling or fencing operations commence. These excavations will be inspected by Caltrans Contract Manager prior to placing of backfill and Contractor shall give Caltrans Contract Manager a minimum of one (1) working days' notice prior to commencing backfill operations.

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Public Works—Federal

- 2) Any backfill performed by Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in **Item R, "Removal of Rejected and Unauthorized Work"**, below. Existing underground vaults, sumps, pits, cesspools, septic tanks, wells, or other excavations not specifically listed but which occur within the limits of work shall be filled as specified in this item except all material used to fill these underground cavities shall be sand. Unless specified to remain, underground tanks shall be removed. Contractor shall make the arrangements for securing acceptable sand. These underground cavities shall be inspected by Caltrans Contract Manager prior to placing of backfill, and Contractor shall give Caltrans Contract Manager a minimum of one (1) working days' notice prior to commencing backfill operations. Any backfill performed by Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in **Item R, "Removal of Rejected and Unauthorized Work"**, below.
 - 3) Removal, backfill and grading of basements - the unit quotation includes compensation for backfill materials as specified in **Exhibit A** of this Agreement and removal and disposal of all the following, at the discretion of, and as designated by Caltrans Contract Manager: basement with walls, floors, and footings.
- M. Damages: In all cases, Contractor shall provide adequate lateral support for adjoining buildings and shall conduct removal operations in a manner that will not interfere with the use and occupancy of said adjoining buildings. It shall be Contractor's responsibility to maintain utility service lines (gas, water, electricity, and sewers) to other buildings. In the event Contractor's removal operations damage or destroy such service lines, at Contractor's sole expense, Contractor shall immediately replace them. Contractor will be held responsible for damage to any buildings, fences, structures, trees, shrubs, other items, or public property not mentioned as a part of this Agreement.
- N. Disconnection of Services: Before the improvements are removed, all services shall be disconnected. Ends of utility services shall be properly capped at point of disconnection and marked for future location. Contractor shall plug all sewer lines or laterals at the property line in a manner satisfactory to the building inspection department having control over the area. Any sewer openings or breaks exposed during the removal operations shall be suitably plugged immediately. All plumbing and electrical work required by openings or breaks caused by demolition, shall be done in a first-class workmanlike manner. Workmanship and materials shall comply in every way with all applicable building, health, and safety ordinances. Existing materials may be salvaged and reused, subject to the approval of Caltrans Contract Manager, unless otherwise prohibited by ordinance. New materials shall be at least equivalent in size and quality to those existing.
- O. Concrete and Debris Removal: Contractor shall break up concrete floors of basements and fill and compact with suitable earth material. Contractor shall remove and dispose of all other concrete or masonry, including concrete footings, basement walls two (2) feet below adjoining grade, flatwork, and miscellaneous rubble. Likewise, all brick, plaster, lumber, wood splinters and other debris including uprooted trees and shrubs shall be removed from the site and disposed of by Contractor.

Exhibit A
Public Works–Federal

- P. Dust Control: Contractor shall provide dust control during demolition loading. Water or dust palliative shall be applied if ordered by the engineer for the alleviation or prevention of dust nuisance. No separate payment will be made for any work performed or material used to control dust resulting from Contractor's performance of the work, either inside or outside the right of way. Payment for such dust control shall be in accordance with the rates in **Attachment 1, Bid Proposal** for the various items of work involved.
- Q. Non-Potable Water: Water for use in the work shall, at the option of Contractor be potable or non-potable. Non-potable water shall consist of reclaimed wastewater or non-potable water developed from other sources.
- 1) If Contractor uses reclaimed wastewater in the work, the sources and discharge of reclaimed wastewater shall meet the California State Water Resources Control Board (SWRCB) water reclamation criteria and the Regional Water Quality Control Board requirements. Contractor shall obtain either a wastewater discharge permit or a waiver from the Regional Water Quality Control Board. Copies of the permits or waivers from the Regional Water Quality Control Board shall be delivered to Caltrans Contract Manager before using reclaimed wastewater in the work.
 - 2) Non-potable water, if used, shall not be conveyed in tanks or drainpipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and any other conveyances of non-potable water shall be labeled: NON-POTABLE WATER–DO NOT DRINK. Payment for water used in this Agreement shall be in accordance with the rates in **Attachment 1, Bid Proposal** for the various items of work involved.
- R. Removal of Rejected and Unauthorized Work
- 1) All work which has been rejected shall be remedied or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial work.
 - 2) Any work done beyond the lines and grades shown on the plans or established by Caltrans Contract Manager, or any extra work done without written authority 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 sole expense.
 - 3) Upon failure of Contractor to comply promptly with any order of Caltrans Contract Manager made under this item, Caltrans may require rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due Contractor.
- S. Plants, Shrubs, Vines, and Trees: Contractor shall remove plants, shrubs, vines, and trees, as designated and approved by Caltrans Contract Manager. Due care shall be exercised by Contractor to avoid damage to remaining plants, shrubs and trees that are not to be removed. If such remaining plants, shrubs or trees are damaged by Contractor, then Caltrans Contract Manager may require Contractor to replace, restore or remove the damaged plant, shrub or tree, and Contractor shall do so at Contractor's sole expense. Any tree removal shall include removing the major stump/root ball and backfilling the resulting excavation.

Exhibit A
Public Works–Federal

- T. Grinding of demolished materials can take place on the site as long as the materials are hauled away, and the grinding is permitted by local ordinances. The cleaning of brick or other processing of salvage material on the site is prohibited.
- U. Stormwater Pollution Control
- 1) Contractor shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges and will be responsible for all applicable permits in effect at the time the agreement is undertaken, including, but not limited to:
 - a) National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction),
 - b) NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities and the Caltrans Municipal Separate Storm Sewer System NPDES Permit.
 - c) Permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the SWRCB website at <https://www.waterboards.ca.gov/> under Stormwater.
 - 2) Contractor shall implement and maintain the Best Management Practices (BMPs). The BMPs shall identify any other potential sources of storm water and non-storm water pollution resulting from Contractor's activities on the premises.
 - 3) For any activities conducted on the project limits, Contractor shall develop, implement, and maintain a SWPPP covering those activities. Information on the General Industrial Permit is electronically available at the SWRCB web site: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml. Contractor will address storm water and water quality protection by implementing appropriate BMPs described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to Caltrans Contract Manager.
 - 4) Contractor is solely responsible for compliance with the General Industrial Permit and shall also provide, to Caltrans Contract Manager, a copy of the following:
 - a) Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB
 - b) Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number
 - c) Notice of Termination (NOT), if applicable
 - 5) Within 15 working days of issuance of the Notice to Proceed (NTP), Contractor shall provide a copy of the completed SWPPP and any other pertinent documentation to the Caltrans Office of Environmental Engineering (OEE). Caltrans Contract Manager will provide Contractor with the OEE contact information. OEE will have seven (7) working days to review the SWPPP. If revisions are required, as determined by OEE, Contractor will revise and resubmit these documents within seven (7) working days of receipt of the OEE's comments. OEE will have seven (7) working days to review and approve these

**Exhibit A
Public Works–Federal**

documents. Except for work that does not have the potential to cause water pollution as determined by Caltrans Contract Manager, Contractor shall not begin demolition work under the Agreement prior to the approval of the SWPPP by OEE. Contractor must conform to the requirements in the Caltrans Storm Water Quality Handbooks for preparation of SWPPP. Copies of these manuals can be obtained from the Caltrans website at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control>.

- 6) Payment for work under this Agreement shall not be made until Caltrans Contract Manager has inspected the site and determined that Contractor has complied with all the required provisions of the SWPPP. Upon such completion and acceptance, Caltrans will be responsible for maintaining post-contract storm water pollution control measures. Water pollution control work shall conform to the provisions in the approved SWPPP.

V. Traffic Control

Traffic control shall be performed on a case-by-case basis per demolition, in accordance with all laws and local regulations, and as designated and approved by Caltrans Contract Manager.

8. Hazardous Materials Survey Report

- A. The **Hazardous Materials Survey Report (Attachment 4)** contains comprehensive reports and diagrams of the Asbestos Containing Material (ACM) and/or lead-based paint. The removal of asbestos will comply with the requirements of these provisions pertaining to encapsulating, removal and disposal of asbestos.
- B. Asbestos-related work shall be performed by a properly licensed Asbestos Abatement Contractor or subcontractor, certified by Contractors State License Board and registered with the Department of Industrial Relations (DIR), Cal/OSHA. Contractor or subcontractor must also be certified and registered pursuant to Business and Professions Code Section 7058 and Section 6501.5 of the Labor Code. Contractor performing any asbestos abatement work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work.
- C. Lead abatement work shall be performed by a person certified by CDPH as a lead supervisor or a lead worker under the direction of a lead supervisor pursuant to Title 17 of the California Code of Regulations, Sections 35001 et seq. If lead abatement is required, Contractor or subcontractor shall provide proof of such certification at the time the lead abatement plan is submitted to Caltrans Contract Manager. Proof that the lead abatement plan has been prepared by a person who is properly certified by CDPH shall also be provided to Caltrans Contract Manager at the same time. Contractor performing any lead abatement work shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for lead-based paint abatement work.
- D. All work shall conform to all Federal, State, and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, hauling of friable and non-friable asbestos, and Contractor shall supply copies of information on all applicable licenses, permits and notifications required by applicable laws and regulations.

Exhibit A
Public Works–Federal

- E. Applicable regulations include, but are not limited to, the following:
- 1) California Health and Safety Code, Division 20, Chapter 6.5 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
 - 2) California Code of Regulations, Title 8, General Industry Safety Order 5208, Asbestos.
 - 3) Code of Federal Regulations, Title 29, Part 26, Occupational Safety and Health Administration.
 - 4) Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
 - 5) Local Air Pollution Control District Regulations.
 - 6) Code of Federal Regulations, Title 40, Part 61, Subpart M, National Emission Standard for Asbestos.
- F. Contractor performing the asbestos and/or lead-based paint abatement work shall provide Caltrans Contract Manager with copies of all documents required for the asbestos or lead-based paint abatement work and a certification at the conclusion of the asbestos and/or lead-based paint removal and disposal that all work was completed in accordance with the appropriate laws, regulations, and permits.
- G. Compensation for the work of encapsulating, removing, and disposing of materials containing friable and/or non-friable asbestos on the areas which are shown on the **Hazardous Material Survey Report**, see **Attachment 1, Bid Proposal**.
- H. If Contractor discovers any asbestos or lead-based paint containing material not noted in the report provided by Caltrans, Contractor must **stop work**. Said materials will be removed only after approval in writing by Caltrans Contract Manager and will be reimbursed at a rate agreed upon between Caltrans Contract Manager and Contractor.

9. Debris

- A. Debris shall not be disposed of within the State right of way. Contractor shall make arrangements for disposal outside the State right of way area.
- B. Contractor authorizes Caltrans to remove partially demolished structures and/or piles of debris that remain for a period of more than three (3) working days. The removal work shall be done by Caltrans hazardous removal Contractor and the cost shall be deducted from monies due or to become due to Contractor. This work may be performed without prior notification to Contractor.
- C. Debris to be removed from the site includes all glass. Materials to be disposed of shall not be burned either inside or outside the State right of way.

10. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials during the demolition and removal process that has not been identified in the **Hazardous Materials Survey Report (Attachment 4)**, 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.

Exhibit A
Public Works–Federal

- B. Once notified, Caltrans Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint, or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.
- D. Should it become necessary to cancel the work request, Contractor shall be compensated only for work actually completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- E. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint, or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to Contractor for all actual damages resulting.

11. Asbestos

- A. Encapsulating Asbestos: This work shall consist of sealing and taking precautions to minimize breakage or disturbance of ACM and laying new non-containing asbestos material on top of the ACM.
- B. Removal and Disposal of Asbestos
 - 1) The removal of asbestos shall be accomplished as required by law and copies of permits shall be given to Caltrans Contract Manager. All waste generated must be disposed of in an approved hazardous waste site and transported by licensed hazardous waste hauler. All removal and disposal shall meet all state and federal codes and requirements. Contractor shall comply with applicable portions of the California Code of Regulations. **Contractor shall pay any and all disposal site charges. See Attachment 1, Bid Proposal.**
 - 2) This work shall consist of removing and disposing of materials containing friable and/or non-friable asbestos prior to the rehabilitation of Caltrans-owned improvements. Contractor performing any asbestos work shall obtain all necessary licenses, permits, certification, and other documents needed for this work. Compensation for compliance with these requirements. See **Attachment 1, Bid Proposal.**
 - 3) Contractor performing any asbestos work shall prepare a plan presenting the methods for encapsulating, removing, handling, transporting, and disposing of friable or non-friable asbestos.
- C. Friable Asbestos
 - 1) The plans for friable asbestos must be approved by the Local Air Quality Management District prior to submittal to Caltrans Contract Manager. Plans must be submitted to Caltrans Contract Manager seven (7) working days prior to the start of work. The plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

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- 2) Contractor performing the asbestos work shall retain and maintain all records required for asbestos abatement work. Contractor shall provide Caltrans Contract Manager with copies of all documents required for the asbestos abatement work and a certification of Contractor performing the asbestos work at the conclusion of the asbestos removal and disposal that all work was completed in accordance with the appropriate laws, regulations, and permits.
 - 3) Contractor shall use a California Uniform Hazardous Manifest, which will be signed by Caltrans Contract Manager.
 - 4) Contractor shall use hazardous waste haulers having current registration with the California Department of Toxic Substances Control (DTSC) and shall have a US EPA Identification Number (US EPA ID Number).
 - 5) Caltrans will supply the EPA Generator Number to Contractor for the disposal of friable asbestos.
 - 6) All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.
 - 7) Friable asbestos containerized for transportation to the disposal site shall be appropriately labeled.
 - 8) Disposal of friable asbestos shall be at a legally authorized waste disposal facility. Contractor shall pay all disposal site charges.
- D. Non-Friable Asbestos:
- 1) Non-friable asbestos containing material waste is to be considered hazardous waste. Contractor shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed, and it is not physically altered or powdered to result in the release of free asbestos fibers.
 - 2) An EPA Generator Number is not required for non-friable asbestos.
 - 3) Non-friable asbestos shall be placed into appropriate containers and suitably covered.
 - 4) Disposal of the non-friable asbestos shall be done at a legally approved disposal facility. Contractor shall pay any disposal site charges. See **Attachment 1, Bid Proposal**.

12. Lead-Based Paint

- A. The removal of lead-based paint shall be accomplished as required by law and copies of permits shall be given to Caltrans Contract Manager. All waste generated must be disposed of in an approved hazardous waste site and transported by licensed hazardous waste hauler. All removal and disposal shall meet all State and Federal codes and requirements. Contractor shall comply with applicable portions of the California Code of Regulations. Contractor shall pay any and all disposal site charges. See **Attachment 1, Bid Proposal**.
- B. This work shall consist of removing and disposing of materials containing lead-based paint prior to the rehabilitation of the State-owned improvements. Contractor performing any asbestos work shall obtain all necessary licenses, permits, certification, and other documents needed for this work. See **Attachment 1, Bid Proposal**.
- C. Required work as stipulated in this Agreement shall comply with all rules and regulations and laws in the County and State that work is to be performed.

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- D. Abatement of lead-based paint shall only be done in accordance with guidelines and regulations established by National Institute for Occupational Safety and Health (NIOSH), Cal/OSHA, US EPA, National Emission Standards for Hazardous Air Pollutants (NESHAP), and Housing Urban Development (HUD) Guidelines for Evaluation and Control of Lead Based Paint (Hazards in Housing).
- E. Any inconclusive test results from Caltrans furnished Hazardous Materials Survey Report shall be handled and properly disposed of and treated as possible lead-based paint.
- F. Contractor performing any lead-based paint work shall prepare a plan presenting the methods for encapsulating, removing, handling, transporting, and disposing of lead-based paint.

13. Final Clearance Report

- A. A final clearance report shall be conducted after all hazardous containing material has been removed, in accordance with all rules, regulations, and laws that are pertinent in the State of California.
- B. The final clearance report shall include asbestos and lead-based paint survey(s) to confirm that all the asbestos and lead-based paint containing materials have been removed. Inspection of all areas where asbestos was encapsulated shall be made. Bulk material samples, personal samples, and air samples are to be taken in order to assess asbestos hazards at the site after removal.
- C. Air samples shall be taken to determine if asbestos is present in the air. Analysis shall be performed by an American Industrial Hygiene Association accredited laboratory for asbestos analysis.
- D. Additional asbestos removal work that would be performed based upon the results of the post sampling test shall be considered as part of the bid for removal of asbestos containing material and no additional compensation will be allowed for that work.

14. Contractor Responsibilities

- A. Contractor shall ensure 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 to the general public, and shall avoid causing any unreasonable inconvenience to any person doing business on Caltrans property.
- B. Contractor shall comply with all applicable Federal, State, county, city, and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operations create a condition hazardous to the Caltrans property 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. Contractor shall obtain and pay all permits and licenses, registrations, and certificates required by local ordinances.

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- E. Contractor shall take all necessary precautions to prevent injury or hazards to Caltrans employees and invitees.

15. Caltrans Standards

Work is subject to inspection and acceptance by Caltrans Contract Manager. Any work that needs correction shall be at Contractor's sole cost and expense. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Section 2, Termination**.

16. Stop Work Order

If at any time Caltrans determines work practices violate Scope of Work, State, Federal, or local regulations to the extent of potential endangerment of building users, workers, State employees or the public, Caltrans Contract Manager will notify Contractor or the job supervisor on site (followed up in writing) that operations shall cease until corrective action is taken by Contractor. Contractor shall immediately take such corrective action before proceeding with work. Loss or damage due to Stop Work Order(s) shall be Contractor's responsibility. A Stop Work Order, issued by State, shall become effective immediately.

If at any time Contractor is required to stop or restart work (abatement or demolition) due to delay caused by Caltrans, Contractor can request Remobilization.

17. Completion, Inspection, and Liquidated Damages

- A. It is Contractor's responsibility to notify Caltrans Contract Manager to have work inspected and approved.
- B. Contractor shall begin work by the date specified in the Notice to Proceed informing him that the Agreement has been approved and shall diligently prosecute the work, so the work shall be completed before the expiration dates as stipulated in this Agreement.
- C. Contractor shall pay the State of California \$1,000.00 as liquidated damages for each and every calendar day delay in finishing the work as stipulated in this Agreement.
- D. Any penalties prescribed herein, should Contractor fail to commence work within five (5) working days after notification of the start date, or suspend work for a period of five (5) working days after notification of the start date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) 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 penalties of \$5,000.00 assessed for administrative costs for rebidding the work.
- E. Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by another Contractor.

18. Workmanship

- A. Workmanship shall conform to the commercially reasonable standards of the industry and shall be in conformance with the building codes of the State, County, and City in which the work is being done; copies of any required building permits shall be submitted to Caltrans Contract Manager with Contractor's invoice(s).

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- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of Contractor's operation, they shall be restored at Contractor's sole expense.
- C. Contractor shall notify Caltrans Contract Manager of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced or shall be as directed by Caltrans Contract Manager.
- D. Any work judged unsatisfactory by Caltrans Contract Manager shall be redone at the Contractor's sole expense.

19. Final Cleanup

Contractor shall leave each work site in a neat and clean condition. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site at no additional cost to the State.

20. Solid Waste Disposal and Recycling Report

- A. This work shall consist of reporting disposal and recycling of construction solid waste, as specified below. For the purposes of this section, solid waste includes construction and demolition waste debris, but not hazardous waste. Following disposal of materials resulting from the demolition work, Contractor shall complete and certify a **Solid Waste Disposal and Recycling Report (CEM-4401)**, see **Attachment 3, Solid Waste Disposal and Recycling Report**, quantifying solid waste generated by the work performed and disposed of in Class 3 Landfills or recycled. The amount and type of solid waste disposed of or recycled shall be reported in either tons or cubic yards.
- B. Payment for work done under this Agreement shall not be made until Caltrans Contract Manager has received a completed CEM-4401 certified by Contractor.
- C. Full compensation for preparing and submitting the CEM-4401 shall be considered as included in the Agreement price for the various items of work and no additional compensation will be allowed.

21. Unanticipated Work

If during the demolition services described herein, it is discovered unanticipated additional work is required in order to fulfill the State's obligations, such work may be completed as determined and approved by Caltrans Contract Manager. All unanticipated work identified must be documented by Contractor and must be approved by Caltrans Contract Manager prior to any work being done. See **Attachment 1, Bid Proposal**.

22. Waste Disposal

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

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be submitted showing the Service Request for each billable increment. When Service Requests are assigned, the appropriate Service Request element(s) will be identified by Caltrans Contract Manager.
- C. Invoice(s) shall be itemized in accordance with **Attachment 1, Bid Proposal** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- D. Each invoice shall include:
 - 1) Agreement Number 10A2920
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Work Performed
 - 5) Copy of Service Requests
 - 6) Hourly Rates
- E. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
D10/ Right of Way
Attn: TBD
(Street Address/P.O. Box)
(City, CA, Zip Code)
- F. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 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. Pursuant to 49 Code of Federal Regulations, Part 26.29(b), Caltrans will not withhold payment from Contractor, and Contractor, and any of its subcontractors, shall not withhold payment from any subcontractor when the Agreement is Federally funded.
- E. 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. Failure to Pay

Should Cities or Counties fail to pay moneys due the State within 30 days of demand or within such other period as may be agreed between the parties hereto, State, acting through the State Controller, may withhold an equal amount from future apportionment due Cities or Counties from the Highway Users Tax Fund.

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, contract 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. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations (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 of the provisions of this clause.

8. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by his/her 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 the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records enumerated under **paragraph 1** above shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans' representatives at all reasonable hours at the principal office of Contractor. 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 the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1** above shall be made available for inspection or furnished upon request to a representative of Caltrans, the Department of Industrial Relations, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. 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.

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- 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 retention that will be returned to Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other

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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 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 of 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 Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay 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 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

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diem wages to his or her employees on the public works project and any amounts due pursuant to 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 the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1) More than \$25,000 for public works construction, or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all 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 Caltrans' Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After award of the Agreement, questions pertaining to predetermined wage rates should be directed to Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44

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Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

12. Federal Prevailing Wage

- A. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

B. Federal Requirements

Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement.

- C. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement, see **Attachment 6**.

When prevailing wage rates apply, Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by contract manager.

If there is any conflict between the State Prevailing Wages and the Federal Prevailing Wages, the higher rate shall be paid.

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

13. 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.

14. Employment of Apprentices

- A. Where the prime Agreement 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),

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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 contract 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 of 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 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. Caltrans 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 Caltrans' 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. The State, 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 any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from Caltrans' obligation to make payments to Contractor. As a result, Caltrans shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for subcontractors listed on **Attachment 2, Subcontracting Provisions/List**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

5. Payment to Subcontractor

- A. Contractor shall pay its Subcontractors within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- 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. Subcontracting Provisions/List

- A. Attention is directed to Section 5-1.13, "Subcontracting", of the 2025 Standard Specifications and these special provisions.
- B. Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these special provisions without the entire item being considered as subcontracted.
- C. The "Subletting and Subcontracting Fair Practices Act" (Pub. Cont. Code Sections 4100-4113, inclusive) requires subcontractors on public works or improvement projects to be listed on the Subcontracting Provisions/List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized, and provides for penalties for violations of the Act. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting Provisions/List:
 - 1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who,

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under subcontract to Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of Prime Contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.
- 3) A sheet for listing subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the Bid Proposal.

7. 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 respecting the employment of undocumented workers.

8. 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.

9. Disadvantaged Business Enterprise (DBE) Program Changes

On September 30, 2025, the U.S. Department of Transportation (U.S.DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.

- Interim Final Rule in Federal Register: [Federal Register :: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
- U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
- [DBE IFR FAQ US DOT](#)

10. DBE Program Participation Without Goals

- A. This Agreement is subject to 49 CFR 26, entitled "Participation by Disadvantaged Business Enterprises in Caltrans Financial Assistance Programs", in the award and administration of federally-assisted Agreements. The regulations in their entirety are incorporated by this reference and made part of this Agreement as if attached hereto.
- B. There is no specific contract goal for DBE participation in this Agreement. However, Contractor will still be required to submit a Disadvantaged Business Enterprises Utilization Report (ADM-3069), **Attachment 5**, with each invoice (also refer to **Exhibit B, Budget Detail and Payment Provisions**).

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- C. It is the policy of Caltrans that DBEs, as defined in 49 CFR 26, shall be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds to assist the State in meeting its federally mandated overall annual DBE goal. Contractor shall ensure that DBEs have an opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth 49 CFR 26, for this assurance. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of Agreement and may result in termination of this Agreement or other remedies Caltrans may deem appropriate.

11. 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, Caltrans 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.

12. Laws to be Observed

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

13. 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.

14. Equipment Indemnification

- A. Contractor shall indemnify the state against all loss and damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense

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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.

15. 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.

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

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

17. Mandatory Organic Waste Recycling

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

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

18. Exclusion of Retention

- A. In conformance with 49 CFR 26.29(b)(1), the retention of proceeds required by Public Contract Code Section 10261 shall not apply.
- B. 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.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

19. 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.

20. Title VI Assurances

A. Appendix A

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the US Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- 2. Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the

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Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

- 4. Information and Reports:** Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to Contractor under the Agreement until Contractor complies, and/or
 - b) Cancelling, terminating or suspending an agreement, in whole or in part.
- 6. Incorporation of Provisions:** Contractor will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request Caltrans to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Appendix E (Pertinent Non-Discrimination Authorities)

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq., 78 Stat.252) prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
3. Federal-Aid Highway Act of 1973 (23 USC Section 324 et seq.), prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
5. The Age Discrimination Act of 1975 (42 USC Section 6101 et seq.), as amended, prohibits discrimination on the basis of age;

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6. Airport and Airway Improvement Act of 1982, (49 USC Section 471 and 47123), as amended prohibits discrimination based on race, creed, color, national origin, or sex;
7. The Civil Rights Restoration Act of 1987 (PL 100-209) broadened the scope, coverage and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not;
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by Department of Transportation regulations 49 CFR Parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 USC Section 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits you from discriminating because of sex in education programs or activities.

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.

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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 30 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 10A2920 and evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Department of General Services, Office of Risk and Insurance Management (ORIM), and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract should contractor fail to comply with these provisions.
- 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, Caltrans 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,

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independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

- 2) The policy must include:

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 Department of General Services, Office of Risk 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. Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both works performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** per incident and an annual aggregate amount of **\$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Satisfying a Self-Insured Retention (SIR)

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

F. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor 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.

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3. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess licenses and certificates issued by the California Contractors State License Board (CSLB):
 - 1) **Class A (General Engineering Contractor), C-21 Building Moving/Demolition Contractor** licenses, and **Hazardous Substance Removal (HAZ) Certification**, or
 - 2) **Class B (General Building Contractor), C-21 Building Moving/Demolition Contractor** licenses, and **Hazardous Substance Removal (HAZ) Certification**
- B. Subcontractor shall possess a **C-31 (Construction Zone Traffic Control Contractor)** license issued by CSLB.
- C. Contractor or Subcontractor shall possess a **C-13 (Fencing Contractor)** license issued by CSLB.
- D. Contractor or subcontractor shall possess a **C-57 (Well Drilling Contractor)** license issued by CSLB.
- E. Contractor or subcontractor shall possess a **Asbestos (ASB) Certification** issued by CSLB.
- F. Contractor or subcontractor shall possess a valid and current **Asbestos Contractor Registration** with the Department of Industrial Relations (DIR).
- G. Contractor or subcontractor shall possess a **Lead Removal Certificate** for supervisor(s) and worker(s) issued by the California Department of Public Health (CDPH).
- H. Contractor or subcontractor shall possess a **Qualified SWPPP Developer Certificate (QSD) for SWPPP** and **Qualified SWPPP Practitioner Certificate (QSP)** issued by the California Stormwater Quality Association (CASQA).
- I. Contractor transporting hazardous materials or subcontractor transporting hazardous materials shall possess all the following:
 - 1) **Motor Carrier Permit** issued by the California Department of Motor Vehicles (DMV).
 - 2) **Hazardous Waste Transporter Registration** issued by the California Department of Toxic Substances Control (DTSC).
 - 3) **Hazardous Materials Transportation License** issued by the California Highway Patrol (CHP).
 - 4) **Hazardous Waste Transporter MCS-90 Endorsement** associated with required pollution liability insurance.
- J. Contractor transporting hazardous materials or subcontractor transporting hazardous materials shall possess a **Hazardous Materials Registration** issued by the United States (US) Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA).
- K. 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.
- L. 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

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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.

- M. 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.
- N. 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. Prohibition of Delinquent Taxpayers

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

6. Rebates, Kickbacks and Other Unlawful Consideration

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

Exhibit E
Public Works—Federal

7. Federal Lobbying Activities Certification

- A. Contractor certifies, to the best of his or her knowledge and belief, that no State or Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

8. 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.

Exhibit E
Public Works–Federal

9. State-Owned Data–Integrity and Security

A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

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

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

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 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).

10. Interfacing with Pedestrian 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.

15. Motor Carrier Permit Requirements

A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (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 the required MCP(s).

Exhibit E
Public Works—Federal

- B. The MCP(s) 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).

16. Disadvantaged Business Enterprise (DBE) Assurances

- A. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT) assisted contract or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.

Upon notification by the applicable USDOT agency to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26. They may also, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- B. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT federally-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages
- 4) Disqualifying Contractor from future bidding as non-responsible

Each subcontract signed by the bidder must include this assurance.

17. 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.

Exhibit F
Public Works–Federal

[FHWA-1273–Revised October 23, 2023](#)

Required Contract Provisions Federal-Aid Construction Contracts

Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this [form](#) in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

1	Project Name		Type of Work			Ongoing Report ☐		Final Annual Report ☐	
	Contract Number	County/Route/Postmile		Report for Calendar Year _____			Separate reports needed for each calendar year.		
	Contractor Name			Phone Number		Fax Number			
	Street Address			City, State, Zip					
	Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.								
Contractor Representative's Signature				Contractor Representative (Print Name and Title)			Date of Report		
2	NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY (OR ENTER "REUSED" FOR MATERIALS GENERATED AND REUSED ON THIS JOB)		CHECK IF LANDFILL	CHECK IF RECYCLER	TYPE OF MATERIAL (see NOTE) Enter a letter for each type on a separate line: A = Asphalt Concrete C = Concrete M = Metal D = Mixed Debris W = Wood/Cleared Vegetation O = Other—please describe	TYPE OF ACTIVITY Enter one activity per line: 1 = Source - Separated Materials Recycling 2 = Onsite Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer to Station 6 = Other—please describe	AMOUNT TAKEN TO LANDFILL (TONS)	AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (TONS)	AMOUNT GENERATED AND THEN REUSED ON THIS JOB (TONS)
NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.									
Describe the other types of material, if applicable:									
Describe the other types of activity, if applicable:									
COPY DISTRIBUTION: Original - resident engineer Copy - district Construction office Copy - district recycling coordinator https://dot.ca.gov/programs/design/lap-landscape-design-recon-dist_recyc_coord									

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

3	I have reviewed the information submitted in this report for completeness.	
	Resident Engineer's Name (Please Print)	Phone Number
	Resident Engineer's Signature	Date

SOLID WASTE DISPOSAL AND RECYCLING REPORT

CEM-4401 (REV 05/2024)

Attachment 3

INSTRUCTIONS**Section 1: To be completed by the contractor****Project Name:** Give a brief description of the project, for example, "Route 1 widening in Fort Bragg, CA"**Type of Work:** Enter a general work description, for example, "asphalt grinding"**Ongoing Report:** Checking this box means this is an annual report for a continuing project. More reports will follow this one.**Final Annual Report:** Checking this box means this report is for the calendar year of contract acceptance.**Contract Number:** Enter district expenditure authorization**County/Route/Postmile:** Enter County/Route/Postmile**Report for Calendar Year:** The calendar year for which data was collected—January 1 through December 31. Note: This report is an annual report. A separate report is needed for each calendar year.**Company Information:** Contractor Name, Phone Number, Fax Number, Street Address, City, State and Zip**Contractor Certification:** I certify under penalty of perjury that the information provided in this form is complete and accurate.

Contractor should verify the data entered on this form, then sign the report and print your name, title, and date.

Return this report to the resident engineer by January 15 of each calendar year or within 15 days of contract acceptance.

Section 2: To be completed by the contractor

To count towards diversion, "solid waste" is defined as including any solid waste which would normally be disposed of at a disposal facility (Public Resources Code Section 41781 (b)).

NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.**NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY** (or enter "Reused" for materials generated and reused on this job)Each address should be checked as either a landfill or a recycler. When using a recycling facility that exists inside a landfill, check the recycler and do not check the landfill. When the solid waste is generated and reused on the job, the word "Reused" should be entered in place of the address.**TYPE OF MATERIAL** Enter a letter for each type on a separate line:

A = Asphalt Concrete, C = Concrete, M = Metal, D = Mixed Debris, W = Wood/Cleared Vegetation, O = Other

When "Other" is selected, describe the material in the field appearing after the table.

TYPE OF ACTIVITY Enter a number for each activity—one for each line:

1 = Source-Separated Materials Recycling, 2 = On-Site Reuse, 3 = Mixed Debris Recycling, 4 = Reuse of Salvageable Items,

5 = Disposal at Landfill or Transfer to Station, 6 = Other—When "Other" is selected, describe the activity in the field appearing after the table.

AMOUNT TAKEN TO LANDFILL (Tons): Enter the amount of solid waste generated on this project and taken to a landfill, in tons.**AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY** (Tons): Enter the amount of solid waste that is generated on this project and taken to a recycling facility, in tons.

Solid waste from this job that is used in other projects, given to other agencies, such as the county or city, or given to private individuals for reuse, will be entered as taken to a recycling facility. In this case, check the activity as "Other" and describe who gets the solid waste in the row for other activity, for example, "given to the county, city, or developer."

AMOUNT GENERATED AND THEN REUSED ON THIS JOB (Tons): Enter the amount of solid waste that is generated on this project and then reused, in tons.

TOTAL SOLID WASTE FROM EACH JOB SHOULD APPROXIMATE THE SUM OF THE THREE QUANTITIES ABOVE.

Some volume to weight conversions may be needed to calculate weights. These conversion factors may be found at the California Resources Recycling and Recovery—CalRecycle website at: <https://calrecycle.ca.gov/>.**Section 3: To be completed by the resident engineer****I have reviewed the information submitted in this report for completeness.**

Resident engineer, please review the report. If the form is complete, sign and print your name, phone number, and date.

Discuss and resolve any deficiency on the form with the contractor. Email the signed form to the district Construction office and district recycling coordinator https://dot.ca.gov/programs/design/map-landscape-design-recon-dist_recyc_coord

ASBESTOS-CONTAINING MATERIALS AND LEAD-CONTAINING PAINT SURVEY REPORT

**Stockton Channel Viaduct Buildings
San Joaquin County, California**

PREPARED FOR:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION – DISTRICT 10
ENVIRONMENTAL PLANNING 06/1408
1976 DR. MLK JR. BOULEVARD
STOCKTON, CALIFORNIA 95205**



PREPARED BY:

**GEOCON CONSULTANTS, INC.
3160 GOLD VALLEY DRIVE, SUITE 800
RANCHO CORDOVA, CALIFORNIA 95742**



**GEOCON PROJECT NO. S2350-01-11
CONTRACT NO. 06A2767**

NOVEMBER 2025



Project No. S2350-01-11
November 4, 2025

Jonathon Schlee
California Department of Transportation
Environmental Planning 06/1408
1976 Dr. MLK Jr. Boulevard
Stockton, California 95205

Subject: ASBESTOS-CONTAINING MATERIALS AND LEAD-CONTAINING PAINT SURVEY REPORT
STOCKTON CHANNEL VIADUCT BUILDINGS
1414, 1334 AND 1326 NORTH FREMONT STREET
STOCKTON, SAN JOAQUIN COUNTY, CALIFORNIA
CONTRACT NO. 06A2767
EA 10-0X460, E-FIS 10-1200-0259-1, TASK ORDER NO. 11

Mr. Schlee:

In accordance with California Department of Transportation (Caltrans) Contract No. 06A2767 and Task Order No. 11, we have performed an asbestos-containing materials and lead-containing paint survey for the subject buildings in San Joaquin County, California. Our scope of services included surveying the subject buildings for suspect asbestos-containing materials and lead-containing paint, collecting bulk samples, and submitting the samples to laboratories for analyses.

The accompanying report summarizes the services performed and laboratory analysis.

The contents of this report reflect the views of Geocon Consultants, Inc., who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

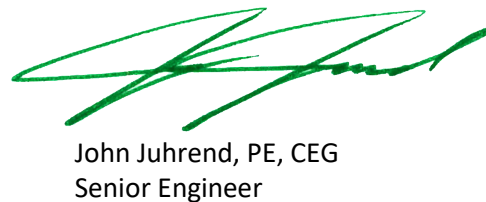
Please contact us if you have questions concerning the contents of this report or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.



Cord Dennig, CAC No. 21-6915
Project Scientist



John Juhrend, PE, CEG
Senior Engineer

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ASBESTOS-CONTAINING MATERIALS AND LEAD-CONTAINING PAINT SURVEY REPORT

1.0 INTRODUCTION

This Asbestos-Containing Materials and Lead-Containing Paint (LCP) Survey Report was prepared by Geocon Consultants, Inc. under California Department of Transportation (Caltrans) Contract No. 06A2767, Task Order No. 11 (TO-11).

1.1 Project Description

The project consists of three buildings located at 1414, 1334 and 1326 North Fremont Street in Stockton, San Joaquin County, California. We performed asbestos and LCP survey activities at the project location. The building locations are depicted on the Site Location Map (Figure 1). The buildings and sampling locations are depicted on the Site Plans (Figures 2 through 4) and shown in the attached photographs.

1.2 General Objectives

The purpose of the scope of services performed for TO-11 was to determine the presence and quantity of asbestos and deteriorated LCP at the project location prior to demolition of the buildings. The information obtained from this investigation will be used by Caltrans for waste profiling, determining California Occupational Safety and Health Administration (Cal/OSHA) applicability, and coordinating asbestos and LCP disturbance activities.

It was not Geocon's intent during this inspection to conduct an evaluation of lead-based paint hazards in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines.

2.0 BACKGROUND

2.1 Asbestos

The Code of Federal Regulations (CFR), 40 CFR 61, Subpart M, (NESHAP) and Federal Occupational Safety and Health Administration (FED OSHA) classify asbestos containing material (ACM) as any material or product that contains *greater than* 1% asbestos. Nonfriable ACM is classified by NESHAP as either Category I or Category II material defined as follows:

- **Category I** – asbestos containing packings, gaskets, resilient floor coverings, and asphalt roofing products.
- **Category II** – all remaining types of nonfriable asbestos containing material not included in Category I that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Regulated asbestos containing material (RACM), a California hazardous waste when friable, is classified as any manufactured material that contains *greater than 1%* asbestos by dry weight *and* is

- Friable (can be crumbled, pulverized, or reduced to powder by hand pressure); or
- Category I material that has become friable; or
- Category I material that has been subjected to sanding, grinding, cutting, or abrading; or
- Category II nonfriable material that has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition or renovation activities.

Activities that disturb materials containing *any* amount of asbestos are subject to certain requirements of the Cal/OSHA asbestos standard contained in Title 8 of the California Code of Regulations (CCR) §1529. Typically, removal or disturbance of more than 100 square feet of material containing more than 0.1% asbestos must be performed by a registered asbestos abatement contractor, but associated waste labeling is not required if the material contains 1% or less asbestos. When the asbestos content of a material exceeds 1%, virtually all requirements of the standard become effective.

Materials containing more than 1% asbestos are also subject to NESHAP regulations (40 CFR Part 61, Subpart M). RACM (friable ACM and nonfriable ACM that will become friable during demolition operations) must be removed from structures prior to demolition. Certain nonfriable ACM and materials containing 1% or less asbestos may remain in structures during demolition; however, there are waste handling/disposal issues and Cal/OSHA work requirements that must be addressed. Contractors are responsible for segregating and characterizing waste streams prior to disposal.

With respect to potential worker exposure, notification, and registration requirements, Cal/OSHA defines asbestos containing construction material (ACCM) as construction material that contains more than 0.1% asbestos (Title 8, CCR 341.6).

2.2 Lead Paint

Construction activities (including demolition) that disturb materials or paints containing *any* amount of lead are subject to certain requirements of the Cal/OSHA lead standard contained in Title 8, CCR, §1532.1. Deteriorated paint is defined by Title 17, CCR, Division 1, Chapter 8, §35022 as a surface coating that is cracking, chalking, flaking, chipping, peeling, non-intact, failed, or otherwise separating

from a substrate. Demolition of a deteriorated LCP component would require waste characterization and appropriate disposal. Intact LCP on a component is currently accepted by most landfills and recycling facilities; however, contractors are responsible for segregating and characterizing waste streams prior to disposal.

For a solid waste containing lead, the waste is classified as California hazardous when: 1) the representative total lead content equals or exceeds the respective Total Threshold Limit Concentration (TTLC) of 1,000 milligrams per kilogram (mg/kg); or 2) the representative soluble lead content equals or exceeds the respective Soluble Threshold Limit Concentration (STLC) of 5 milligrams per liter (mg/l) based on the standard Waste Extraction Test (WET). A waste has the potential for exceeding the lead STLC when the waste's total lead content is greater than or equal to ten times the respective STLC value since the WET uses a 1:10 dilution ratio. Hence, when total lead is detected at a concentration greater than or equal to 50 mg/kg, and assuming that 100 percent of the total lead is soluble, soluble lead analysis is required. Lead containing waste is classified as "Resource, Conservation, and Recovery Act" (RCRA) hazardous, or Federal hazardous, when the representative soluble lead content equals or exceeds the Federal regulatory level of 5 mg/l based on the Toxicity Characteristic Leaching Procedure (TCLP).

The above regulatory criteria are based on chemical concentrations. Wastes may also be classified as hazardous based on other criteria such as ignitability; however, for the purposes of this investigation, toxicity (i.e., lead concentration) is the primary factor considered for waste classification since waste generated during the construction activities would not likely warrant testing for ignitability or other criteria. Waste that is classified as either California-hazardous or RCRA-hazardous requires management as a hazardous waste.

Potential hazards exist to workers who remove or cut through LCP coatings during demolition. Dust containing hazardous concentrations of lead may be generated during scraping or cutting materials coated with lead containing paint. Torching of these materials may produce lead oxide fumes. Therefore, air monitoring and/or respiratory protection may be required during the demolition of materials coated with LCP. Guidelines regarding regulatory provisions for construction work where workers may be exposed to lead are presented in Title 8, CCR, §1532.1.

2.3 Architectural Drawings and Previous Survey Activities

Detailed architectural plans and/or copies of prior asbestos and LCP survey reports for the project location were not available for our review.

3.0 SCOPE OF SERVICES

Cord Dennig performed the asbestos and LCP survey on July 31 and August 1, 2025. Mr. Dennig is a California-Certified Asbestos Consultant (CAC), Certification Number 21-6915, and a Certified Lead Paint Inspector/Assessor (I/A) and Lead Project Monitor with the CDPH, Certification Numbers LRC-2374 and LRC-12229. Copies of Mr. Dennig's Cal/OSHA CAC and CDPH Lead in Construction certification cards are in Appendix A.

3.1 Asbestos

We grouped suspect ACM into homogeneous areas and collected representative samples randomly from each. In addition, we evaluated each potential ACM for friability. We collected a total of 71 bulk asbestos samples representing 14 suspect materials including: drywall with joint compound, wall texture, concrete, acoustic ceiling panels, 4" brown/black baseboard with mastic, self-adhesive rolled flooring, fiberglass insulation, spray-applied insulation, carpet mastic, tile grout/mortar, woodgrain laminate flooring, sink undercoat, cement board and roof penetration mastic.

Our procedures for inspection and sampling in accordance with TO-11 are discussed below:

- Collected bulk asbestos samples after first wetting friable materials with a light mist of water. We then removed the samples from the substrate and transferred them to labeled containers. Note that when we collected multiple samples, we distributed the sample locations throughout the homogeneous area (spaces where we observed the material).
- Relinquished bulk asbestos samples under chain-of-custody protocol to EMSL Analytical, Inc. (EMSL), a California-licensed and Caltrans-approved subcontractor, for asbestos analysis using polarized light microscopy (PLM) in accordance with United States Environmental Protection Agency (EPA) Test Method 600/R-93/116. EMSL is a laboratory accredited by the National Institute of Standards and Technology National Voluntary Laboratory Accreditation Program (NIST-NVLAP) (NVLAP No. 101048-3) for bulk asbestos fiber analysis. We requested the laboratory analyses on a two-week turnaround time.

Sample group identification numbers, material descriptions, approximate quantities, and photo references are summarized in Table 1. Approximate sample locations are presented on Figures 2 through 4. Materials represented by the samples collected are shown in the attached photographs.

3.2 Lead Paint

We collected a total of five bulk paint samples from intact suspect LCP that was observed at the project location. Thin-film powdercoating applied to the exterior sheet metal of the three buildings was too thin and too well-adhered to sample. Our sampling procedures in accordance with TO-11 are discussed below:

- Collected bulk samples of suspect LCP using techniques presented in HUD guidelines. In addition, we evaluated the painted areas for evidence of deterioration such as flaking or cracking.
- Relinquished bulk LCP samples under chain-of-custody protocol to Asset Laboratories (Asset), a California-licensed and Caltrans-approved subcontractor, for total lead analysis in accordance with EPA Test Method 6010B. Asset is accredited by the California State Water Resources Control Board (SWRCB) Environmental Lead Laboratory Accreditation Program (ELLAP) for lead analysis. We requested the laboratory analyses on a one-week turnaround time.

The paint sample identification numbers, descriptions, and photo references are summarized in Table 2. The approximate sample locations are presented on Figures 2 through 4. Paints represented by the samples collected are shown in the attached photographs.

4.0 INVESTIGATIVE RESULTS

4.1 Asbestos

Chrysotile asbestos was reported at a concentration of 20% in samples representing approximately 200 square feet of self-adhesive rolled flooring in restrooms in Building 1414. Asbestos was not reported in the mastic underlying this self-adhesive rolled flooring.

Chrysotile asbestos was reported at a concentration of 3% in samples representing approximately 10 square feet of sink undercoat in the central break room in Building 1334.

Asbestos was not detected in the remaining samples of suspect materials collected during our surveys of the buildings.

A summary of the analytical laboratory test results for asbestos is presented in Table 1. Reproductions of the laboratory report and chain-of-custody documentation are in Appendix B.

4.2 Lead Paint

Total lead was reported at concentrations of 3.3 and 3.5 mg/kg, respectively, in the samples representing intact white and black paint applied to the interior walls of Building 1414.

Total lead was reported at a concentration of 8.4 mg/kg in the sample representing intact black paint applied to the interior walls of Building 1334. Total lead was not reported at or above the laboratory practical quantitation limit of 1.0 mg/kg in the sample representing intact white paint applied to the interior walls of Building 1334.

Total lead was reported at a concentration of 4.0 mg/kg in the sample representing intact white paint applied to the interior walls of Building 1326.

A summary of the analytical laboratory test results for paint is in Table 2. Reproductions of the laboratory reports and chain-of-custody documentation are in Appendix B.

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Asbestos

NESHAP and SJVAPCD regulations do not require that asbestos-containing self-adhesive rolled flooring (Category I nonfriable/nonhazardous materials) identified during our survey of Building 1414 be removed prior to renovation or be treated as a hazardous waste. Activities causing disturbance of the material (i.e., cutting, abrading, sanding, grinding, etc.) would require compliance with the Cal/OSHA asbestos standard (Title 8, CCR §1529).

NESHAP and San Joaquin Valley Air Pollution Control District (SJVAPCD) regulations require that asbestos-containing sink undercoat (Category II nonfriable/nonhazardous material) identified during our survey of Building 1334 be removed prior to renovation or be treated as a hazardous waste. Activities causing disturbance of the material (i.e., cutting, abrading, sanding, grinding, etc.) would require compliance with the Cal/OSHA asbestos standard (Title 8, CCR §1529).

Since no asbestos was detected in samples collected during our survey of Building 1326, the Cal/OSHA asbestos standard does not apply for planned activities involving materials sampled during our survey of that building. In addition, construction debris would not be considered a California hazardous waste based on asbestos content.

Written notification to the SJVAPCD is required 10 working days prior to commencement of *any* demolition activity (whether asbestos is present or not).

5.2 Lead Paint

The intact paints represented by the samples collected during our survey would not be classified as California or Federal (RCRA) hazardous waste based on lead content if stripped, blasted, or otherwise separated from their substrates.

We recommend that all paints at the project location be treated as lead containing for the purpose of determining the applicability of the Cal/OSHA lead standard during maintenance, renovation, and demolition activities. This recommendation is based on LCP sample results and the fact that lead was a common ingredient of paints manufactured before 1978 and is still an ingredient of some paints. In accordance with Title 8, CCR, §1532.1(p), written notification to the nearest Cal/OSHA district office is required at least 24 hours prior to certain lead-related work. Compliance and training requirements regarding construction activities where workers may be exposed to lead are presented in Title 8, CCR, §1532.1, subsections (e) and (l), respectively. Contractors are responsible for segregating and characterizing waste streams prior to disposal.

6.0 REPORT LIMITATIONS

The asbestos and LCP survey was conducted in conformance with generally accepted standards of practice for identifying and evaluating asbestos and LCP in structures. The survey addressed only the buildings identified in Section 1.1. Due to the nature of structure surveys, asbestos and LCP use, and laboratory analytical limitations, some ACM or LCP at the project location may not have been identified. Spaces such as cavities, voids, crawlspaces, and pipe chases may have been concealed to our investigator. Previous renovation work may have concealed or covered spaces or materials or may have partially demolished materials and left debris in inaccessible areas. Additionally, renovation activities may have partially replaced ACM with indistinguishable non-ACM. Asbestos and/or LCP may exist in areas that were not accessible or sampled in conjunction with this TO.

During demolition operations, suspect materials may be uncovered which are different from those accessible for sampling during this assessment. Personnel in charge of demolition should be alerted to note materials uncovered during such activities that differ substantially from those included in this or previous assessment reports. If suspect ACM and/or LCP are found, additional sampling and analysis should be performed to determine if the materials contain asbestos or lead.

This report has been prepared exclusively for Caltrans. The information contained herein is only valid as of the date of the report and will require an update to reflect additional information obtained.

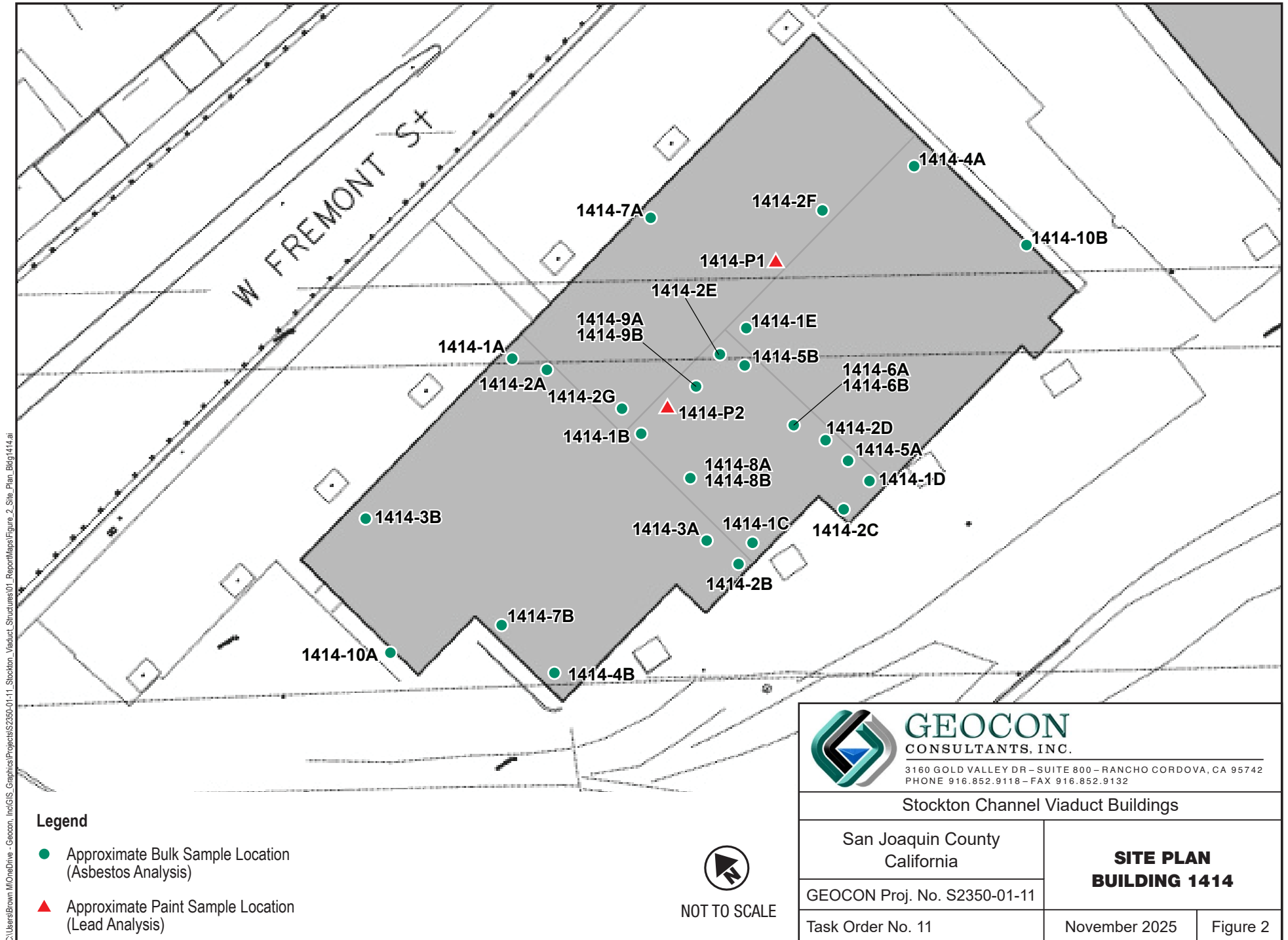
This report is not a comprehensive site characterization and should not be construed as such. The findings as presented in this report are predicated on the results of the sampling and laboratory testing performed. In addition, the information obtained is not intended to address potential impacts related to sources other than those specified herein. Therefore, the report should be deemed conclusive with respect to only the information obtained. We make no warranty with respect to the content of this report or any subsequent reports, correspondence or consultation. Geocon strove to perform the services summarized herein in accordance with the local standard of care in the geographic region at the time the services were rendered.

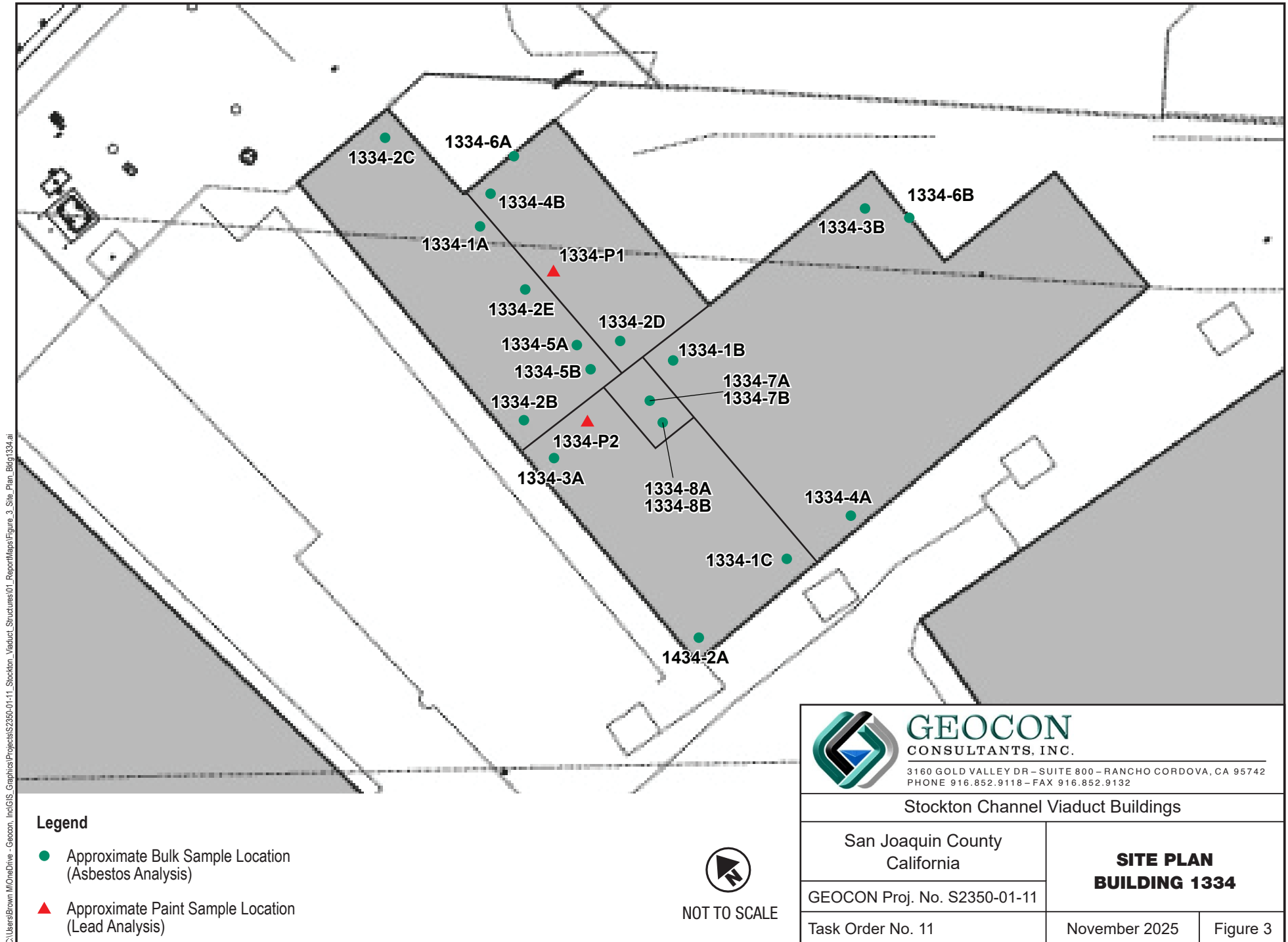
The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.



3160 GOLD VALLEY DR - SUITE 800 - RANCHO CORDOVA, CA 95742
PHONE 916.852.9118 - FAX 916.852.9132

Figure 1





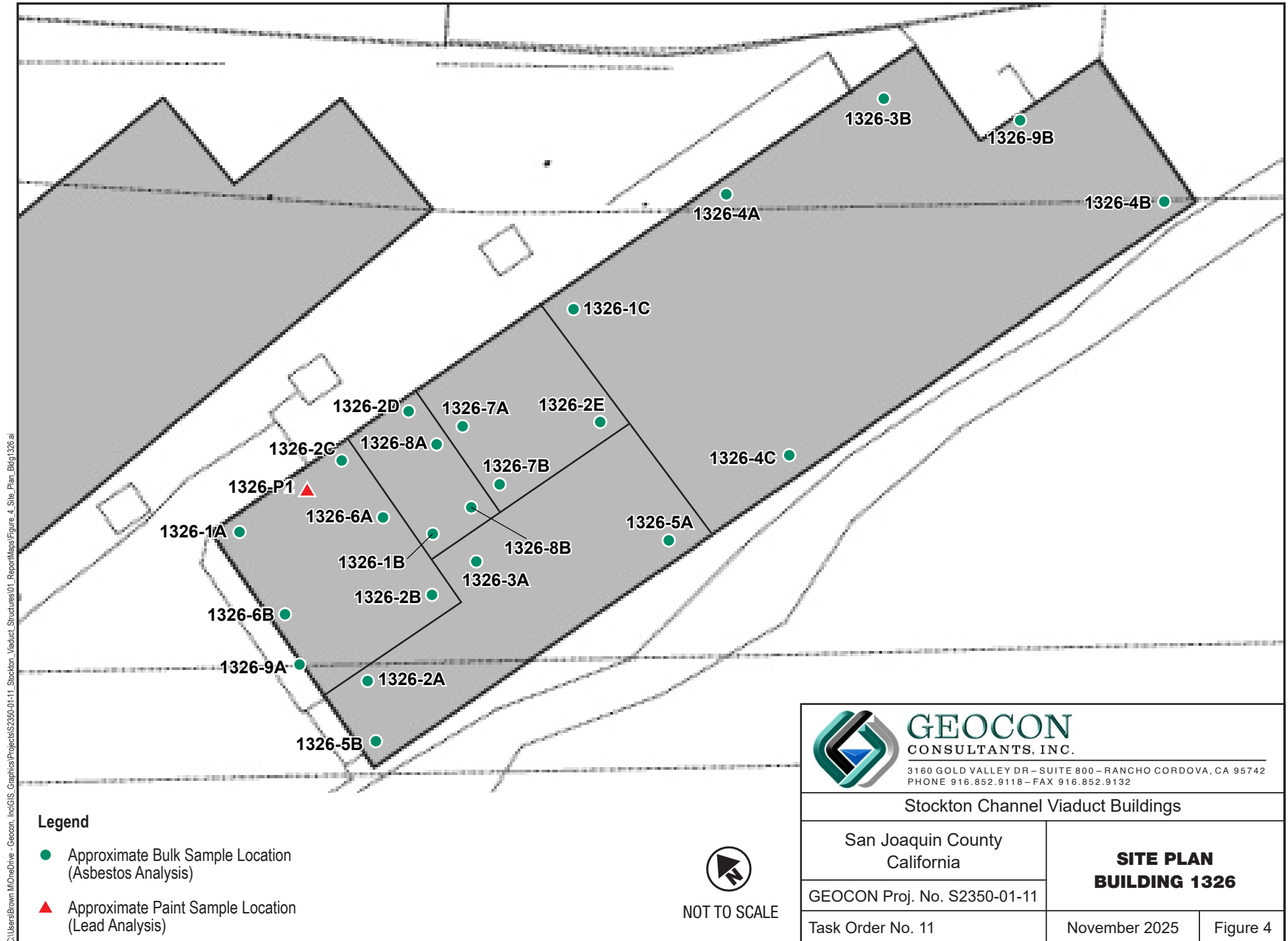




Photo 1 – 1414 West Fremont Street building in Stockton, San Joaquin County, California.



Photo 2 – 1414 West Fremont Street building drywall/joint compound, wall texture, acoustic ceiling panels, concrete slab and fiberglass insulation.

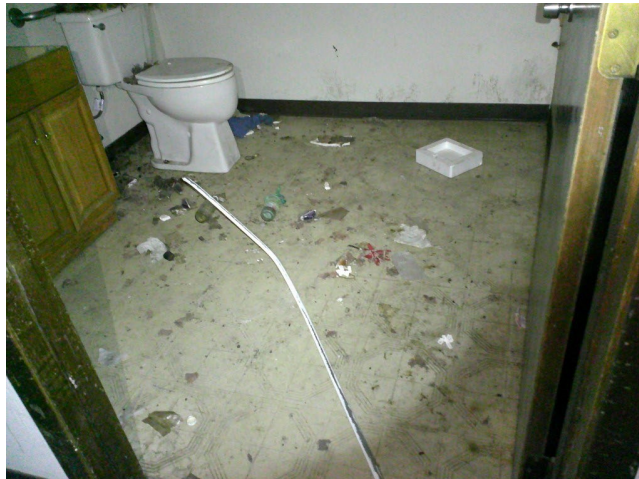


Photo 3 – 1414 West Fremont Street building 4" brown/black baseboard with tan mastic and self-adhesive rolled flooring.



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PHOTOGRAPHS 1, 2 & 3

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025



Photo 4 – 1414 West Fremont Street building fiberglass insulation and ducting.



Photo 5 – 1414 West Fremont Street building woodgrain laminate flooring.



Photo 6 – 1414 West Fremont Street building roof penetration mastic.



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PHOTOGRAPHS 4, 5 & 6

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025



Photo 7 – 1334 West Fremont Street building in Stockton, San Joaquin County, California.

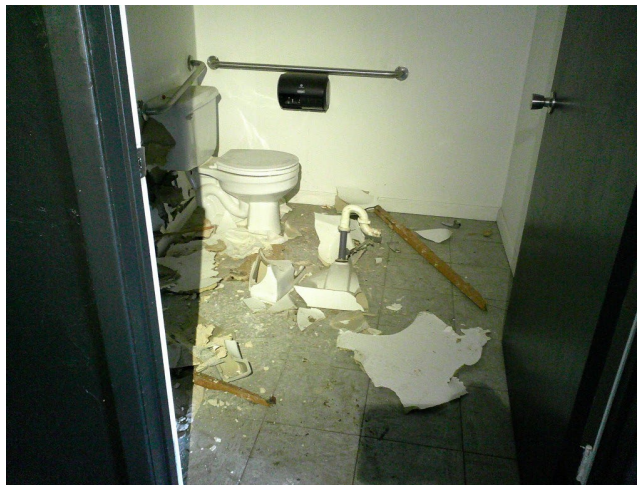


Photo 8 – 1334 West Fremont Street building drywall/joint compound, wall texture and tile grout/mortar.



Photo 9 – 1334 West Fremont Street building concrete slab.



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PHOTOGRAPHS 7, 8 & 9

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025



Photo 10 – 1334 West Fremont Street building roof penetration mastic.



Photo 11 – 1334 West Fremont Street building sink undercoat.



Photo 12 – 1334 West Fremont Street building rolled flooring and remnant mastic.



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PHOTOGRAPHS 10, 11 & 12

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025



Photo 13 – 1326 West Fremont Street building in Stockton, San Joaquin County, California. Drywall/joint compound, wall texture, concrete slab, spray insulation and fiberglass insulation.



Photo 14 – 1326 West Fremont Street building spray insulation.

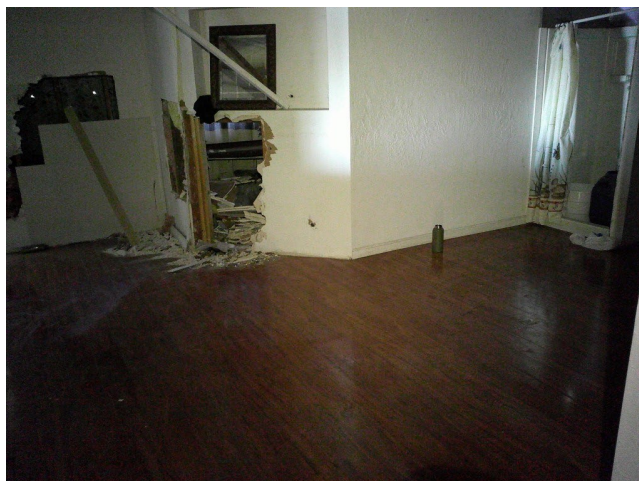


Photo 15 – 1326 West Fremont Street building woodgrain laminate flooring.



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PHOTOGRAPHS 13, 14 & 15

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025

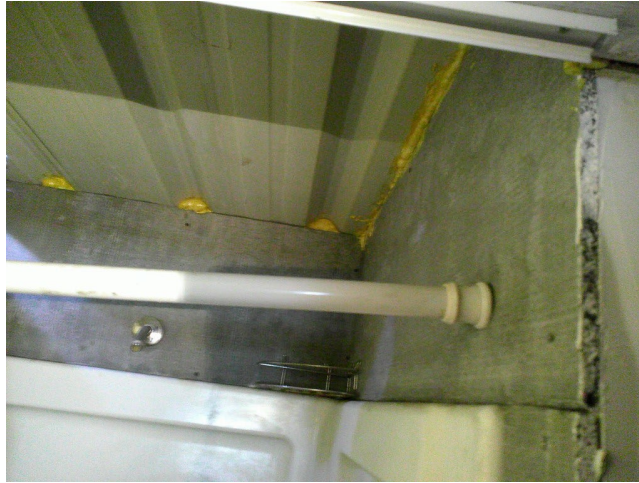


Photo 16 – 1326 West Fremont Street building cement board.



Photo 17 – 1326 West Fremont Street building roof penetration mastic.



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PHOTOGRAPHS 16 & 17

Stockton Channel Viaduct Buildings
West Fremont Street, Stockton
San Joaquin County, California

S2350-01-11

October 2025

Geocon Project No. S2350-01-11
November 4, 2025
Page 1 of 1

TABLE 1
SUMMARY OF LABORATORY ANALYTICAL RESULTS -ASBESTOS
STOCKTON CHANNEL VIADUCT BUILDINGS
WEST FREMONT STREET, STOCKTON
CALTRANS CONTRACT 06A2767, TASK ORDER NO. 11, EA 10-0X460
SAN JOAQUIN COUNTY, CALIFORNIA

Polarized Light Microscopy (PLM) - EPA Test Method 600/R-93/116					
Sample Group No.	Description of Material	Approximate Quantity	Friable	Site Photos	Asbestos Content
1414 WEST FREMONT STREET BUILDING					
1414-1A-1E	Drywall/joint compound	NA	NA	2, 3 & 5	ND
1414-2A-2G	Wall texture	NA	NA	2, 3 & 5	ND
1414-3A/B	2' X 4' Acoustic ceiling panel	NA	NA	2	ND
1414-4A/B	Concrete slab	NA	NA	2	ND
1414-5A/B	4" Brown/black baseboard w/tan mastic	NA	NA	3	ND
1414-6A/B	Self-adhesive rolled flooring	200 Square feet	No	3	20% Chrysotile
1414-7A/B	Fiberglass insulation	NA	NA	2 & 4	ND
1414-8A/B	Woodgrain laminate flooring	NA	NA	5	ND
1414-9A/B	Tan carpet mastic	NA	NA	NP	ND
1414-10A/B	Roof penetration mastic	NA	NA	6	ND
1334 WEST FREMONT STREET BUILDING					
1334-1A-1C	Drywall/joint compound	NA	NA	8 & 12	ND
1334-2A-2E	Wall texture	NA	NA	8 & 12	ND
1334-3A/B	Concrete slab	NA	NA	9	ND
1334-4A/B	Fiberglass insulation	NA	NA	NP	ND
1334-5A/B	Tile grout/mortar	NA	NA	8	ND
1334-6A/B	Roof penetration mastic	NA	NA	10	ND
1334-7A/B	Sink undercoat	10 Square feet	No	11	3% Chrysotile
1334-8A/B	Rolled flooring/remnant mastic	NA	NA	12	ND
1326 WEST FREMONT STREET BUILDING					
1326-1A-1C	Drywall/joint compound	NA	NA	13 & 15	ND
1326-2A-2E	Wall texture	NA	NA	13 & 15	ND
1326-3A/B	Concrete slab	NA	NA	13	ND
1326-4A-4C	Spray insulation	NA	NA	13 & 14	ND
1326-5A/B	Fiberglass insulation	NA	NA	13	ND
1326-6A/B	Carpet mastic	NA	NA	NP	ND
1326-7A/B	Woodgrain laminate flooring	NA	NA	15	ND
1326-8A/B	Cement board	NA	NA	16	ND
1326-9A/B	Roof penetration mastic	NA	NA	17	ND

Notes:

NA = Not applicable

ND = Not detected

NP = No photo

Bold = Asbestos reported at a concentration >1%

Geocon Project No. S2350-01-11
November 4, 2025
Page 1 of 1

TABLE 2
SUMMARY OF LABORATORY ANALYTICAL RESULTS - PAINT
STOCKTON CHANNEL VIADUCT BUILDINGS
WEST FREMONT STREET, STOCKTON
CALTRANS CONTRACT 06A2767, TASK ORDER NO. 11, EA 10-0X460
SAN JOAQUIN COUNTY, CALIFORNIA

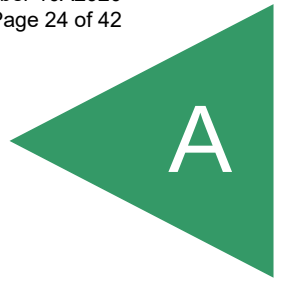
Sample No.	Paint Description	Approximate Quantity Peeling/Flaking	Site Photos	Total Lead (mg/kg)
1414 WEST FREMONT STREET BUILDING				
1414-P1	Interior white	Intact	2, 3 & 5	3.3
1414-P2	Interior black	Intact	2	3.5
1334 WEST FREMONT STREET BUILDING				
1334-P1	Interior white	Intact	8, 9 & 12	<1.0
1334-P2	Interior black	Intact	8	8.4
1326 WEST FREMONT STREET BUILDING				
1326-P1	Interior white	Intact	13 & 15	4.0

Notes:

mg/kg = milligrams per kilogram

< = Not reported at or above the laboratory practical quantitation limit

APPENDIX



DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health-Asbestos & Carcinogen Unit

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> actu@dir.ca.gov

110016915C

461

Geocon Consultants INC.**Cord T Dennig****3160 Gold Valley Drive, #800****Rancho Cordova CA 95742****November 01, 2024**

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Dean Mochrie, CAC
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached (08/24)



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH**LEAD-RELATED CONSTRUCTION CERTIFICATE****INDIVIDUAL:****Cord Dennig****CERTIFICATE TYPE:**

Lead Inspector/Assessor

Lead Project Monitor

NUMBER:

LRC-00002374

LRC-00012229

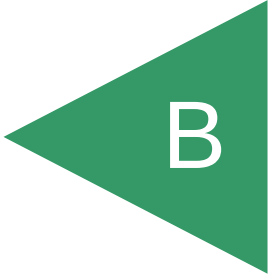
EXPIRATION DATE:

2/15/2026

1/3/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

APPENDIX



B



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

Attachment 4

Agreement Number 10A2920
EMSL Order: 092509538 Page 28 of 42
Customer ID: GECN80
Customer PO: 06A2767
Project ID:

Attention: Cord Dennig
Geocon Consultants, Inc.
3160 Gold Valley Drive
Suite 800
Rancho Cordova, CA 95742

Phone: (916) 397-6413

Fax: (916) 852-9132

Received Date: 08/04/2025 9:15 AM

Analysis Date: 08/18/2025

Collected Date: 07/31/2025

Project: S2350-01-11 STOCKTON CHANNEL VIADUCT

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1414-1A-Drywall 092509538-0001	DRYWALL/JOINT COMPOUND	Beige Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
1414-1A-Joint Compound 092509538-0001A	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-1B-Drywall 092509538-0002	DRYWALL/JOINT COMPOUND	Beige Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
1414-1B-Joint Compound 092509538-0002A	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-1C-Drywall 092509538-0003	DRYWALL/JOINT COMPOUND	Beige Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
1414-1C-Joint Compound 092509538-0003A	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-1D-Drywall 092509538-0004	DRYWALL/JOINT COMPOUND	Beige Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
1414-1D-Joint Compound 092509538-0004A	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-1E-Drywall 092509538-0005	DRYWALL/JOINT COMPOUND	Beige Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
1414-1E-Joint Compound 092509538-0005A	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2A 092509538-0006	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2B 092509538-0007	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2C 092509538-0008	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2D 092509538-0009	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2E 092509538-0010	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected

Initial report from: 08/18/2025 16:24:38



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

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Attachment 4

Agreement Number 10A2920
 EMSL Order: 092509538 Page 29 of 42
 Customer ID: GECN80
 Customer PO: 06A2767
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1414-2F <i>092509538-0011</i>	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-2G <i>092509538-0012</i>	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-3A <i>092509538-0013</i>	2X4 ACOUSTIC CEILING PANEL	Beige Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
1414-3B <i>092509538-0014</i>	2X4 ACOUSTIC CEILING PANEL	Beige Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
1414-4A <i>092509538-0015</i>	CONCRETE SLAB	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-4B <i>092509538-0016</i>	CONCRETE SLAB	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-5A-Baseboard <i>092509538-0017</i>	4" BLACK/BROWN BASEBOARD W/ TAN MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-5A-Mastic <i>092509538-0017A</i>	4" BLACK/BROWN BASEBOARD W/ TAN MASTIC	Beige Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-5A-Compound <i>092509538-0017B</i>	4" BLACK/BROWN BASEBOARD W/ TAN MASTIC	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1414-5B-Baseboard <i>092509538-0018</i>	4" BLACK/BROWN BASEBOARD W/ TAN MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-5B-Mastic <i>092509538-0018A</i>	4" BLACK/BROWN BASEBOARD W/ TAN MASTIC	Beige Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-6A-Flooring 1 <i>092509538-0019</i> <i>This is a composite result of both vinyl and backing layer</i>	SELF-ADHESIVE ROLLED FLOORING	Tan/White Fibrous Homogeneous	5% Cellulose	60% Matrix 15% Non-fibrous (Other)	20% Chrysotile
1414-6A-Mastic <i>092509538-0019A</i>	SELF-ADHESIVE ROLLED FLOORING	Tan/Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-6A-Flooring 2 <i>092509538-0019B</i>	SELF-ADHESIVE ROLLED FLOORING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-6B-Flooring 1 <i>092509538-0020</i> <i>This is a composite result of both vinyl and backing layer</i>	SELF-ADHESIVE ROLLED FLOORING	Tan/White Fibrous Homogeneous		60% Matrix 20% Non-fibrous (Other)	20% Chrysotile
1414-6B-Mastic <i>092509538-0020A</i>	SELF-ADHESIVE ROLLED FLOORING	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-6B-Flooring 2 <i>092509538-0020B</i>	SELF-ADHESIVE ROLLED FLOORING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
1414-7A <i>092509538-0021</i>	FIBERGLASS INSULATION	Tan Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected

Initial report from: 08/18/2025 16:24:38



EMSL Analytical, Inc.

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Attachment 4

Agreement Number 10A2920
 EMSL Order: 092509538 Page 30 of 42
 Customer ID: GECN80
 Customer PO: 06A2767
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1414-7B	FIBERGLASS INSULATION	Yellow Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
092509538-0022					
1414-8A	WOODGRAIN LAMINATE FLOORING	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0023					
1414-8B	WOODGRAIN LAMINATE FLOORING	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0024					
1414-9A	TAN CARPET MASTIC	Tan Non-Fibrous Homogeneous		70% Matrix 30% Non-fibrous (Other)	None Detected
092509538-0025					
Result includes a small amount of inseparable attached material					
1414-9B	TAN CARPET MASTIC	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0026					
Result includes a small amount of inseparable attached material					
1414-10A	ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0027					
1414-10B	ROOF PENETRATION MASTIC	Gray Non-Fibrous Homogeneous	10% Cellulose	70% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0028					
1326-1A-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0029					
1326-1A-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0029A					
1326-1B-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0030					
1326-1B-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0030A					
1326-1C-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0031					
1326-1C-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0031A					
1326-2A	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0032					
1326-2B	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0033					
1326-2C	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0034					
1326-2D	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0035					

Initial report from: 08/18/2025 16:24:38



EMSL Analytical, Inc.

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Attachment 4

Agreement Number 10A2920
092509538 Page 31 of 42

Customer ID: GECN80

Customer PO: 06A2767

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1326-2E	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0036					
1326-3A	CONCRETE SLAB	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0037					
1326-3B	CONCRETE SLAB	Brown Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0038					
1326-4A	SPRAY INSULATION	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0039					
1326-4B	SPRAY INSULATION	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0040					
1326-4C	SPRAY INSULATION	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0041					
1326-5A	FIBERGLASS INSULATION	Pink Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
092509538-0042					
1326-5B	FIBERGLASS INSULATION	Pink Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
092509538-0043					
1326-6A	CARPET MASTIC	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0044					
1326-6B	CARPET MASTIC	Yellow Non-Fibrous Homogeneous		70% Matrix 30% Non-fibrous (Other)	None Detected
092509538-0045					
1326-7A	WOODGRAIN LAMINATE FLOORING	Tan/Red Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0046					
1326-7B	WOODGRAIN LAMINATE FLOORING	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
092509538-0047					
1326-8A	CEMENT BOARD	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0048					
1326-8B	CEMENT BOARD	Gray/White Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0049					
1326-9A	ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0050					
1326-9B	ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0051					
1334-1A-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0052					
1334-1A-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0052A					
1334-1B-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0053					

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Attachment 4

Agreement Number 10A2920
 EMSL Order: 092509538 Page 32 of 42
 Customer ID: GECN80
 Customer PO: 06A2767
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1334-1B-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0053A					
1334-1C-Drywall	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0054					
1334-1C-Joint Compound	DRYWALL/JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0054A					
1334-2A	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0055					
1334-2B	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0056					
1334-2C	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0057					
1334-2D	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0058					
1334-2E	WALL TEXTURE	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0059					
1334-3A	CONCRETE SLAB	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0060					
1334-3B	CONCRETE SLAB	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0061					
1334-4A	FIBERGLASS INSULATION	Pink Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
092509538-0062					
1334-4B	FIBERGLASS INSULATION	Pink Non-Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
092509538-0063					
1334-5A-Tile	TILE GROUT/MORTAR	Beige Non-Fibrous Homogeneous		60% Quartz 40% Non-fibrous (Other)	None Detected
092509538-0064					
1334-5A-Grout	TILE GROUT/MORTAR	Beige Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0064A					
1334-5A-Mortar	TILE GROUT/MORTAR	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0064B					
1334-5B-Tile	TILE GROUT/MORTAR	Gray Non-Fibrous Homogeneous		60% Quartz 40% Non-fibrous (Other)	None Detected
092509538-0065					
1334-5B-Grout	TILE GROUT/MORTAR	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0065A					
1334-5B-Mortar	TILE GROUT/MORTAR	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
092509538-0065B					

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Attachment 4

Agreement Number 10A2920
EMSL Order: 092509538 Page 33 of 42
Customer ID: GECN80
Customer PO: 06A2767
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1334-6A	ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous	4% Cellulose	80% Matrix 16% Non-fibrous (Other)	None Detected
092509538-0066					
1334-6B	ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0067					
1334-7A	SINK UNDERCOAT	White Non-Fibrous Homogeneous		80% Matrix 17% Non-fibrous (Other)	3% Chrysotile
092509538-0068					
1334-7B	SINK UNDERCOAT	White Non-Fibrous Homogeneous		80% Matrix 17% Non-fibrous (Other)	3% Chrysotile
092509538-0069					
1334-8A-Flooring	ROLLED FLOORING W/REMNANT MASTIC	Beige Fibrous Homogeneous	10% Glass	70% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0070					
This is a composite result of both vinyl and backing layer					
1334-8A-Mastic	ROLLED FLOORING W/REMNANT MASTIC	Beige Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0070A					
1334-8A-Compound	ROLLED FLOORING W/REMNANT MASTIC	White Non-Fibrous Homogeneous		40% Ca Carbonate 40% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0070B					
1334-8B-Flooring	ROLLED FLOORING W/REMNANT MASTIC	Beige Fibrous Homogeneous	10% Glass	70% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0071					
This is a composite result of both vinyl and backing layer					
1334-8B-Mastic	ROLLED FLOORING W/REMNANT MASTIC	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
092509538-0071A					
1334-8B-Compound	ROLLED FLOORING W/REMNANT MASTIC	White Non-Fibrous Homogeneous		40% Ca Carbonate 40% Gypsum 20% Non-fibrous (Other)	None Detected
092509538-0071B					

Analyst(s)

Brian Khoo (29)

Brayant Rodriguez (11)

Damaris Pineda Ayala (40)

Mitchell Morrison (17)

Jonathan Nomura, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from: 08/18/2025 16:24:38

August 08, 2025

Rebecca Silva
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742

TEL: (916) 852-9118

FAX: (916) 852-9132

Workorder No.: N076149

RE: Stockton Channel Viaduct, S2350-01-11

Attention: Rebecca Silva

Enclosed are the results for sample(s) received on August 02, 2025 by ASSET Laboratories. The sample(s) are tested for the parameters as indicated in the enclosed chain of custody in accordance with the applicable laboratory certifications.

The reported results relate only to the samples as received and parameters tested by the laboratory.

Thank you for the opportunity to service the needs of your company.

Please feel free to call me at (702) 307-2659 if I can be of further assistance to your company.

Sincerely,

 for

Nancy Sibucan
Laboratory Director

The cover letter is an integral part of this analytical report. This Laboratory Report cannot be reproduced in part or in its entirety without written permission from the client and ASSET Laboratories - Las Vegas.



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NEVADA | P:702.307.2659 F:702.307.2691
3151 W. Post Rd., Las Vegas, NV 89118
ELAP Cert 2676 | NV Cert NV00922
ORELAP Cert 4046

ASSET Laboratories**Date:** 08-Aug-25

CLIENT: Geocon Consultants, Inc.
Project: Stockton Channel Viaduct, S2350-01-11
Lab Order: N076149

CASE NARRATIVE**SAMPLE RECEIVING/GENERAL COMMENTS:**

All sample containers were received intact with proper chain of custody documentation.

Information on sample receipt conditions including discrepancies can be found in attached Sample Receipt Checklist Form.

Cooler temperature and sample preservation were verified upon receipt of samples if applicable.

Samples were analyzed within method holding time.

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ORELAP Cert 4046

ASSET Laboratories

Date: 08-Aug-25

CLIENT: Geocon Consultants, Inc.
Project: Stockton Channel Viaduct, S2350-01-11
Lab Order: N076149
Contract No:

Work Order Sample Summary

Lab Sample ID	Client Sample ID	Matrix	Collection Date	Date Received	Date Reported
N076149-001A	1414-P1	Paint Chips	7/31/2025	8/2/2025	8/8/2025
N076149-002A	1414-P2	Paint Chips	7/31/2025	8/2/2025	8/8/2025
N076149-003A	1334-P1	Paint Chips	8/1/2025	8/2/2025	8/8/2025
N076149-004A	1334-P2	Paint Chips	8/1/2025	8/2/2025	8/8/2025
N076149-005A	1326-P1	Paint Chips	8/1/2025	8/2/2025	8/8/2025

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ASSET Laboratories

Date: 8/8/2025

ANALYTICAL RESULTS

LEAD BY ICP
EPA 6010B

CLIENT:	Geocon Consultants, Inc.	Lab Order:	N076149
Project:	Stockton Channel Viaduct, S2350-01-11	Date Received	8/2/2025 2:50:00 PM
Project No:		Matrix:	Paint Chips
Analyte:	Lead	Analyst:	DJ

Laboratory ID	Client Sample ID	Results	Units	QC Batch	PQL	DF	Date Collected	Date Analyzed
N076149-001A	1414-P1	3.3	mg/Kg	122411	1.0	1	7/31/2025	8/6/2025
N076149-002A	1414-P2	3.5	mg/Kg	122411	1.0	1	7/31/2025	8/6/2025
N076149-003A	1334-P1	ND	mg/Kg	122411	1.0	1	8/1/2025	8/6/2025
N076149-004A	1334-P2	8.4	mg/Kg	122411	1.0	1	8/1/2025	8/6/2025
N076149-005A	1326-P1	4.0	mg/Kg	122411	1.0	1	8/1/2025	8/6/2025

Qualifiers:	B	Analyte detected in the associated Method Blank	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
	S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
	DO	Surrogate Diluted Out	(M)	Test is modified


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ASSET Laboratories

Date: 08-Aug-25

CLIENT: Geocon Consultants, Inc.

Work Order: N076149

Project: Stockton Channel Viaduct, S2350-01-11

ANALYTICAL QC SUMMARY REPORT

TestCode: 6010_SPB

Sample ID: MB-122411	SampType: MBLK	TestCode: 6010_SPB	Units: mg/Kg	Prep Date: 8/5/2025	RunNo: 205672						
Client ID: PBS	Batch ID: 122411	TestNo: EPA 6010B	EPA 3050B	Analysis Date: 8/6/2025	SeqNo: 6909592						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Lead	ND	1.0									
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Sample ID: LCS-122411	SampType: LCS	TestCode: 6010_SPB	Units: mg/Kg	Prep Date: 8/5/2025	RunNo: 205672						
Client ID: LCSS	Batch ID: 122411	TestNo: EPA 6010B	EPA 3050B	Analysis Date: 8/6/2025	SeqNo: 6909593						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Lead	24.979	1.0	25.00	0	99.9	80	120				
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Sample ID: N076175-001A-DUP	SampType: DUP	TestCode: 6010_SPB	Units: mg/Kg	Prep Date: 8/5/2025	RunNo: 205672						
Client ID: ZZZZZZ	Batch ID: 122411	TestNo: EPA 6010B	EPA 3050B	Analysis Date: 8/6/2025	SeqNo: 6909605						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Lead	9.262	1.0						9.840	6.04	20	
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Sample ID: N076175-001A-MS	SampType: MS	TestCode: 6010_SPB	Units: mg/Kg	Prep Date: 8/5/2025	RunNo: 205672						
Client ID: ZZZZZZ	Batch ID: 122411	TestNo: EPA 6010B	EPA 3050B	Analysis Date: 8/6/2025	SeqNo: 6909607						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Lead	35.014	1.0	24.88	9.840	101	75	125				
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Sample ID: N076175-001A-MSD	SampType: MSD	TestCode: 6010_SPB	Units: mg/Kg	Prep Date: 8/5/2025	RunNo: 205672						
Client ID: ZZZZZZ	Batch ID: 122411	TestNo: EPA 6010B	EPA 3050B	Analysis Date: 8/6/2025	SeqNo: 6909608						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Lead	35.293	1.0	25.00	9.840	102	75	125	35.01	0.791	20	
------	--------	-----	-------	-------	-----	----	-----	-------	-------	----	--

Qualifiers:

- | | | | | | |
|----|---|---|--------------------------------------|-----|--|
| B | Analyte detected in the associated Method Blank | E | Value above quantitation range | H | Holding times for preparation or analysis exceeded |
| ND | Not Detected at the Reporting Limit | R | RPD outside accepted recovery limits | S | Spike/Surrogate outside of limits due to matrix interference |
| DO | Surrogate Diluted Out | | Calculations are based on raw values | (M) | Test is modified |



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CHAIN OF CUSTODY RECORD



Client: Geocon Consultants, Inc.				Report to: Rebecca Silva				Bill to:				Not Condition			
Address: 3160 Gold Valley Drive, Suite 800				Company: Geocon Consultants, Inc.				Address:				☐ EXCEL EDD ☐ RINE ☐ Y ☐ N			
Address: Rancho Cordova, CA 95742				Email: silva@geoconinc.com , dennig@geoconinc.com								☐ Geotracker ☐ RWQCB ☐ 1. Chilled ☒			
Phone: 916-852-9118		Fax:		Address: 3160 Gold Valley Drive, Suite 800		Email to:		PO#:		Specify:		☐ Labspec ☐ CalTrans ☒ 2. Headspace ☐			
Submitted By: C. Dennig		Phone: 916-508-1910		Fax:		Phone:		Fax:		Global ID:		☐ Others ☐ Level III ☐ 3. Container Intact ☐			
Title: Project Scientist				Sampled By:				Matrix				Analyses Requested			
Signature: Date: 8/1/25				I attest to the validity and authenticity of this sample. I am aware that tampering with or intentionally mislabeling the sample location, date or time of collection is considered fraud and may be grounds for legal action.				☐ Ground ☐ Sediment ☐ Potable ☐ Soil ☐ NPDES ☐ Other Solid ☒ Surface ☐ Paint Chips				☐ LEVEL IV ☐ 4. Seal Present ☐ Regulatory ☐ 5. IR number ☐			
Project Name: Stockton Channel Viaduct				Signature: Date: 8/1/25				Total Lead (6010B)				Turn Around Time No. of container Container Type PRESERVATION			
Project Number: S2350-01-11												Courier: SW Tracking No. 8972 Remarks			

Item No.	Laboratory Work Order No.	Sample ID/Location	Date	Time	Water	Solid	Others	Total Lead (6010B)	Turn Around Time	No. of container	Container Type	PRESERVATION	Remarks
1	N076149-001	1414-P1	7/31			X		X		1	Bag		
2	-002	1414-P2	8/1										
3	-003	1334-P1											
4	-004	1334-P2											
5	-005	1326-P1											
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

Relinquished by (Signature and Printed Name): Date / Time: 8/1/25 1345		Received by (Signature and Printed Name): Date / Time: 8/1/25 1345		Turn Around Time (TAT) ☐ A < 24 Hrs or Same Day TAT ☐ B = Next Workday ☐ C = 2 Workdays ☐ D = 3 Workdays ☒ E = Routine 5-7 Workdays TAT Starts at 8 AM the following day if samples received after 3:00 PM.		Special Instruction: Caltrans Contract 06A2767	
Relinquished by (Signature and Printed Name): Date / Time: 8/1/25 1700		Received by (Signature and Printed Name): Date / Time: 8/2/25 1450					
Relinquished by (Signature and Printed Name):		Received by (Signature and Printed Name):					

Terms

1. All samples will be disposed in 45 days upon receipt and records will be destroyed in 5 years upon submission of final report.

2. Regular TAT is 5-7 business days, surcharges will apply for rush analysis

Less than 24 Hrs = 200% Next Day = 100% 2 Workdays = 50% 3 Workdays = 35% 4 Workdays = 20%

3. Custom EDD formats will be an additional 3% of the total project price.

5. Trip Blanks and Equipment Blanks are billable sample.

6. ASSET Laboratories is not responsible for samples collected using incorrect methodology.

7. Terms are net 30 Days.

8. All reports are submitted in electronic format. Please inform ASSET Laboratories if hard copy of report is needed.

9. For subcontract analysis, TAT and Surcharges will vary.

Preservatives:

H = HCl N = HNO₃ S = H₂SO₄ C = 4°C

Z = Zn(AC)₂ O = NaOH T = Na₂S₂O₃

Others/Specify:

Container Type:

T = Tube V = VOA P = Pint

J = Jar B = Tedlar G = Glass

M = Metal P = Plastic C = Can

ASSET Laboratories

Please review the checklist below. Any NO signifies non-compliance. Any non-compliance will be noted and must be understood as having an impact on the quality of the data. All tests will be performed as requested regardless of any compliance issues.

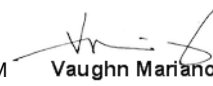
If you have any questions or further instruction, please contact our Project Coordinator at (702) 307-2659.

Cooler Received/Opened On: 8/2/2025 Workorder: N076149
Rep sample Temp (Deg C): 5.7 IR Gun ID: 4
Temp Blank: ☐ Yes ☒ No
Carrier name: Southwest Express
Last 4 digits of Tracking No.: 8972 Packing Material Used: None
Cooling process: ☒ Ice ☐ Ice Pack ☐ Dry Ice ☐ Other ☐ None

Sample Receipt Checklist

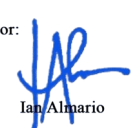
1. Shipping container/cooler in good condition?	Yes ☒	No ☐	Not Present ☐
2. Custody seals intact, signed, dated on shipping container/cooler?	Yes ☐	No ☐	Not Present ☒
3. Custody seals intact on sample bottles?	Yes ☐	No ☐	Not Present ☒
4. Chain of custody present?	Yes ☒	No ☐	
5. Sampler's name present in COC?	Yes ☒	No ☐	
6. Chain of custody signed when relinquished and received?	Yes ☒	No ☐	
7. Chain of custody agrees with sample labels?	Yes ☒	No ☐	
8. Samples in proper container/bottle?	Yes ☒	No ☐	
9. Sample containers intact?	Yes ☒	No ☐	
10. Sufficient sample volume for indicated test?	Yes ☒	No ☐	
11. All samples received within holding time?	Yes ☒	No ☐	
12. Temperature of rep sample or Temp Blank within acceptable limit?	Yes ☒	No ☐	NA ☐
13. Water - VOA vials have zero headspace?	Yes ☐	No ☐	NA ☒
14. Water - pH acceptable upon receipt? Example: pH > 12 for (CN,S); pH<2 for Metals	Yes ☐	No ☐	NA ☒
15. Did the bottle labels indicate correct preservatives used?	Yes ☐	No ☐	NA ☒
16. Were there Non-Conformance issues at login?	Yes ☐	No ☐	NA ☒
Was Client notified?	Yes ☐	No ☐	NA ☒

Comments:

Checklist Completed By: VM  Vaughn Mariano

8/2/2025

Reviewed By:

YR  Ian Almarino

08/04/2025

ASSET Laboratories**WORK ORDER Summary**

02-Aug-25

WorkOrder: N076149**Client ID:** GEOCO02**Project:** Stockton Channel Viaduct, S2350-01-11**QC Level:** CT**Date Received:** 8/2/2025 2:50 PM**Comments:** Caltrans contract 06A2767

Sample ID	Client Sample ID	Date Collected	Date Due	Matrix	Test No	Test Name	Hld	MS	Sub	Storage
N076149-001A	1414-P1	7/31/2025	8/11/2025	Paint Chips	EPA 3050B	Lead only digestion	☐	☐	☐	WS
			8/11/2025		EPA 6010B	LEAD BY ICP	☐	☐	☐	WS
N076149-002A	1414-P2		8/11/2025		EPA 3050B	Lead only digestion	☐	☐	☐	WS
			8/11/2025		EPA 6010B	LEAD BY ICP	☐	☐	☐	WS
N076149-003A	1334-P1	8/1/2025	8/11/2025		EPA 3050B	Lead only digestion	☐	☐	☐	WS
			8/11/2025		EPA 6010B	LEAD BY ICP	☐	☐	☐	WS
N076149-004A	1334-P2		8/11/2025		EPA 3050B	Lead only digestion	☐	☐	☐	WS
			8/11/2025		EPA 6010B	LEAD BY ICP	☐	☐	☐	WS
N076149-005A	1326-P1		8/11/2025		EPA 3050B	Lead only digestion	☐	☐	☐	WS
			8/11/2025		EPA 6010B	LEAD BY ICP	☐	☐	☐	WS
N076149-006A	FOLDER	8/11/2025	8/11/2025		Folder	Folder	☐	☐	☐	LAB
			8/11/2025		Folder	Folder	☐	☐	☐	LAB

526 | SMF | 30868972

526 - 30868972

Shipper's Name and Address ADVANCED TECHNOLOGY LABORATORIES 3151 W POST RD LAS VEGAS, NV 89118 US +1 (702) 307-2659		Shipper's Account Number 74299 - 1		Not Negotiable / Issued by  52630868972 swacargo.com (800) 533-1222		Southwest Cargo					
Consignee's Name and Address ADVANCED TECHNOLOGY LABORATORIES 3151 W POST RD LAS VEGAS, NV 89118 US +1 (702) 307-2659		Consignee's Account Number 74299 - 1		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage subject to Southwest Airlines' Contract of Carriage which is www.swacargo.com and any location where air waybills are available. Shipper's attention is drawn to the terms of the contract which includes, among other things; (1) Limits on Carriers' liability for loss, damage, or delay of goods, including fragile or perishable goods; (2) Claim restrictions, including time within which shippers or consignees must file a claim or bring an action against the carrier for its acts or omissions or those of its agents; (3) Right of the carrier to change the terms of the contract; (4) Rules about refusal to carry; and (5) Rights of the carrier and limitations, concerning delay or failure to perform service, including schedule changes, rerouting, substitution of an alternate carrier or aircraft, or means of carriage including road unless specific contrary instructions are given hereon by shipper, and shipper agrees the shipment may be carried via intermediate stopping places the carrier deems appropriate. Shipper may increase liability limits by declaring a higher value for carriage and paying a supplemental charge if required.							
Issuing Carrier's Agent Name and City				Accounting Information Billed on 08/01/2025 18:15 PDT SWA ACCOUNT 74299							
Agent's IATA Code		Account No.		Service Level - N							
Airport of Departure (Addr. of First Carrier) and Requested Routing SACRAMENTO											
To	By First Carrier	To	By	To	By	Currency	CHGS Code	WT. VAL	Other	Declared Value for Carriage	Declared Value for Customs
LAS	SOUTHWEST AIRLINES					USD	PP	PPD X	COLL X	NVD	
Airport of Destination LAS		Flight Date WN4558 / 01AUG		Flight Date		Amount of Insurance		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".			
HANDLING INFORMATION -											
										SCI	
No. of Pieces RCP	Gross Weight	kg lb	Rate Class	Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (Inc. Dimensions or Volume)			
1	45	L	B	0000	45	As Agreed	*****	SOIL/WATER/AIR SAMPLES DIMS IN INCHES: 1 = 24 X 14 X 15			
1	45						*****				
Prepaid			Weight Charge			Collect			Other Charges and Description		
									MYC 0.00 SCC 0.00		
Valuation Charge											
Tax											
Total Other Charges Due Agent									Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations. I consent that this shipment shall be subject to search by the Carrier.		
Total Other Charges Due Carrier									ARV PUA		
									Signature of Shipper or his Agent		
Total Prepaid			Total Collect								
Currency Conversion Rates			CC Charges in Dest. Currency			08/01/2025 18:15 PDT			SMF E53905		
						Executed on (date and time)			At (place) Signature of Issuing Carrier or its Agent		
For Carriers Use only at Destination			Charges at Destination			Total Collect Charges			526 - 30868972		

ORIGINAL 2

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

DOT ADM-3069 (REV 02/2025)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Procurement and Contracts, Office 2

Title of Official Responsible for Information Maintenance:

Support Staff, Protest and Policy at the Division of Procurement and Contracts at (279) 234-2382, or in writing at Office 2, 1727 30th Street, MS 65, Sacramento, CA 95816, or by email at NonIT.Contracts@dot.ca.gov

Maintenance of the Information Authorized By:

California Constitution, Article 1, Section 1
Government Code Section 11015.5
Health Insurance Portability and Accountability Act (HIPAA) of 1996 – Privacy Rule
Information Practices Act (Civil Code Section 1798 et seq.)
Public Records Act (Government Code Section 6250 et seq.)
State Administrative Manual (SAM) Section Privacy - 5310 et seq.
Statewide Information Management Manual (SIMM) 5310-A and 5310-B
National Institute of Standards and Technology (NIST) Special Publication 800-53

Consequences of Not Providing All or Any Part of the Requested Information:

Disclosure of this information is mandatory. Failure to provide information will prevent eligibility in the program and delay or prevent the processing of this form.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees and the information will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT
DOT ADM-3069 (REV 02/2025)

CONTRACT NUMBER		INVOICE NUMBER	TASK ORDER NUMBER (if applicable)		ADMINISTERING AGENCY Department of Transportation Division of Procurement and Contracts		CONTRACT START DATE		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR NAME (PRINT)					BUSINESS ADDRESS		TOTAL CONTRACT AMOUNT: \$				
PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT)							Contract Manager Must Complete This Section: Total Federal Share Amount: \$ OR %				
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED		COMPANY NAME AND BUSINESS ADDRESS		DBE CERTIFICATION NUMBER	GENDER	OWNERSHIP CODE(S)	CONTRACT PAYMENTS		DATE WORK COMPLETE	PAYMENT DATE
								NON-DBE	DBE		
								\$	\$		
								\$	\$		
								\$	\$		
								\$	\$		
								\$	\$		
								\$	\$		
								\$	\$		
							Total	\$	\$		
ORIGINAL COMMITMENT			OWNERSHIP CODES:				COMMENTS				
\$ OR %			1= Black American 6= Caucasian								
UDBE			2= Hispanic American 7= Woman								
\$ OR %			3= Native American 8= Other								
DBE			4= Asian Pacific American 9= Not Applicable								
			5= Subcontinent Asian American								
List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.											
By providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.											
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
CONTRACTOR REPRESENTATIVE'S SIGNATURE							BUSINESS PHONE NUMBER		DATE		
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
CONTRACT MANAGER'S SIGNATURE							BUSINESS PHONE NUMBER		DATE		
COPY DISTRIBUTION (Required): (1) Original: Contract Manager (2) Copy: Office of Civil Rights, email to: business.support.unit@dot.ca.gov											

Contractor Instructions:

This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE Prime Contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Civil Rights website at <http://caltrans.dbesystem.com/> or call toll free (866) 810-6346 or (916) 324-1700.

If a contractor who is performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a Subcontractor performing work as a Non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete Column: Enter the date the work and/or Task order was completed for the respective pay period.

Date of Payment Column: Enter the date when the Prime Contractor made the payment to the firm for the portion of work listed as being completed.

DBE Prime Contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the DOT ADM-3069 is complete and correct.

Contract Manager's Instructions:

Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the DOT ADM-3069 from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and email to business.support.unit@dot.ca.gov .

SAMPLE SERVICE REQUEST

Service Request Number:		Agreement Number: 10A2920		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 10A2920 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 10A2920 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 10A2920 shall be in full force and effect. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CONTRACTOR					
Signature		Date		Signature	
				Date	