

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 20, 2026

Invitation for Bid (IFB) IFB # 03A4172 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 03A4172**, titled **Hazardous Waste Pickup, Clean up and Disposal Services in District 03**. 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.

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

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

The designated contact person for this IFB is:

Queenann Herron
California Department of Transportation (Caltrans)
Email address: queenann.herron@dot.ca.gov
Phone: (916) 616-3858

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

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

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

Sincerely,

Queenann Herron

Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, equipment, supplies and materials required to test, identify, and reduce contamination; neutralize waste; and remove, transport, and legally dispose of waste substances and other waste materials generated at the District 03 Caltrans Maintenance Facilities, or other sites designated by Caltrans Contract Manager within the District.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV).
2. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Hazardous Substance Removal (HAZ)–Certification** issued by the California Contractors State License Board (CSLB).
3. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G).
4. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP).
5. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Waste Tire Hauler Registration Decal for each vehicle with effective and expiration dates** issued by Cal Recycle (Department of Resources Recycling and Recovery).
6. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.
7. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act).
8. 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.
9. 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.
10. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	07/20/2026	
Written Question Submittal	07/27/2026	2:00 p.m.
Final Date and Time for Bid Submission	08/06/2026	2:00 p.m.
Bid Opening	08/06/2026	2:30 p.m.
Proposed Award Date (estimate)	08/17/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by 2:00 p.m. on **07/27/2026**. Bidders must submit their questions via e-mail to queennann.herron@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 03A4172**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

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

4. Small Business Preference

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

5. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Placer, Butte, Colusa, Sacramento, Yolo, Yuba, Nevada, Glenn, El Dorado, Sierra and Sutter as described in the attached **Proposed Form of Agreement, Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the Bid/Bidder Certification Sheet, the Bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the Bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and

perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

6. Mandatory Organic Waste Recycling

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

7. Motor Carrier Permit Requirements

- A. Contractor 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).

8. Contractor Registration Program

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

9. Contractor's License

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

- A. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current:
- 1) **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G).
 - 2) **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP).
 - 3) **Waste Tire Hauler Registration Decal for each vehicle with effective and expiration dates** issued by Cal Recycle (Department of Resources Recycling and Recovery).
 - 4) **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.
 - 5) **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act).
- B. Bidder shall possess **at the start of work** and for the duration of the Agreement, a valid and current:
- 1) **Hazardous Waste Operations and Emergency Response HAZWOPER Certificates**, both for the initial 40 hours of training and most current eight (8) hour refresher training.
 - 2) Contractor or Contractor's employees must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE) program, spill containment program, and health hazard monitoring procedures and techniques.
 - 3) Contractor or Contractor's employees must have the required skills and knowledge of proper use procedures for dealing with sampling and testing instruments and equipment, specialized PPE and techniques for advanced control, containment, and/or confinement operations.
 - 4) Contractor or Contractor's employees must perform hazardous waste cleanup operations in industrial settings; have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall comply with the California Occupational Safety and Health Administration (Cal/OSHA) training requirements as outlined in California Code of Regulations (CCR), Title 8, Section 5192. Operators shall possess a valid commercial driver's license of the appropriate class and comply with Section 15250 and Section 31560 of the California Vehicle Code. Driver needs and CM can check at the time of work.

10. Subcontractors

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

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

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

12. Insurance

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

Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.
- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying a Self-Insured Retention (SIR)
 - C. 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
 - D. In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

13. California Civil Rights Laws

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

14. Darfur Contracting Act

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

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

15. 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.

16. 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.

17. 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. 03A4172
Bid Due Date: 08/06/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 08/06/2026
Bid Opening: 2:30 p.m.
Attention: Queenann Herron

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

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB's **Required Documents, Attachment 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder

meeting the requirements outlined in the IFB after verification and applicable incentives are applied.

- I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

18. 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.

19. 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.

20. Protest

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

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

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

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

21. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
- 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.

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

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.
- C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: osdshelp@dgs.ca.gov.
- F. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- G. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

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

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEE37013CBCF0545C>

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the Bidder Declaration (GSPD-05-105). Information provided on the GSPD-05-105 shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Participation Table

No Participation Requirement

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

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

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (please print):					
Column A	Column B	Column C	Column D	Column E	Column F
A. Disposal Costs: The unit cost shall be the cost to legally dispose of the item described in column B; for example: the cost of disposal for one (1) bin. Disposal includes pick up and drop off and all incidentals, including travel. No additional compensation will be paid for travel before or after leaving the Caltrans site(s). Refer to List of Locations Attachment 3 . Rates for disposal shall include all labels, manifests, creation of profiles for waste streams, pick up, delivery and loading					
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (D x E)
D01	Treated Waste Wood (TWW)	Ton	250	\$	\$
D02	Tires	Ton	750	\$	\$
D03	Soil (hazard class 9)	Ton	60	\$	\$
D04	Onsite Analytical Lab Tests	Each	3	\$	\$
D05	Offsite Analytical Lab Tests	Each	3	\$	\$
D06	Laboratory Servies	Each	3	\$	\$
Subtotal A:					\$
B. Bins: One (1) Bin/One (1) Month Unit Cost provided in Column E shall include all Labor (all Personal Protective Equipment (PPE) (levels C and D)) and Single and Dual Bin Truck. Unit Cost provided in Column E shall also include initial bin drop off at start of Agreement, monthly bin rental fee, bin pick-up and bin-drop off (regardless of number of times exchanged), final bin removal at the end of Agreement term, and bin damage caused by either party, maintenance, and servicing. No additional compensation will be paid for travel. Column D is the estimated number of months bins are needed at designated location(s) for the term of Agreement; example: one (1) bin at item description location for number of months of Agreement term. Column E is the total for one (1) bin/one (1) month rate for the Agreement term; for example: Column C x Column D = Column E.					
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (D x E)
Sample	One (1) 40 Cubic Yard (CY) Bin per month for Tires at Barstow Maintenance Station Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$100.00	\$3,600.00
B01	One (1) 20 CY Bin(s) per month for Tires at Auburn Maintenance Station (MS) Estimated Number of Exchanges over Agreement term: 18	One (1) Bin/ One (1) Month	36	\$	\$
B02	One (1) 20 CY Bin(s) per month for Tires at Chico MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
B03	One (1) 20 CY Bin(s) per month for Tires at Colusa MS Estimated Number of Exchanges over Agreement term: 15	One (1) Bin/ One (1) Month	36	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
B04	One (1) 20 CY Bin(s) per month for Tires at Elk Grove MS Estimated Number of Exchanges over Agreement term: 15	One (1) Bin/ One (1) Month	36	\$	\$
B05	One (1) 20 CY Bin(s) per month for Tires at Esparto MS Estimated Number of Exchanges over Agreement term: 8	One (1) Bin/ One (1) Month	36	\$	\$
B06	One (1) 20 CY Bin(s) per month for Tires at Kingvale MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
B07	One (1) 20 CY Bin(s) per month for Tires at Marysville MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B08	One (1) 20 CY Bin(s) per month for Tires at Nevada City MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B09	One (1) 20 CY Bin(s) per month for Tires at Woodland MS Estimated Number of Exchanges over Agreement term: 12	One (1) Bin/ One (1) Month	36	\$	\$
B10	One (1) 20 CY Bin(s) per month for Tires at Whitmore MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
B11	One (1) 20 CY Bin(s) per month for Tires at Northgate MS Estimated Number of Exchanges over Agreement term: 18	One (1) Bin/ One (1) Month	36	\$	\$
B12	One (1) 20 CY Bin(s) per month for TWW at Willows MS Estimated Number of Exchanges over Agreement term: 15	One (1) Bin/ One (1) Month	36	\$	\$
B13	One (1) 20 CY Bin(s) per month for TWW at West Sacramento MS Estimated Number of Exchanges over Agreement term: 16	One (1) Bin/ One (1) Month	36	\$	\$
B14	One (1) 20 CY Bin(s) per month for TWW at Sunrise MS Estimated Number of Exchanges over Agreement term: 15	One (1) Bin/ One (1) Month	36	\$	\$
B15	One (1) 20 CY Bin(s) per month for TWW at Placerville MS Estimated Number of Exchanges over Agreement term: 8	One (1) Bin/ One (1) Month	36	\$	\$
B16	One (1) 20 CY Bin(s) per month for TWW at Roseville MS Estimated Number of Exchanges over Agreement term: 11	One (1) Bin/ One (1) Month	36	\$	\$
B17	One (1) 20 CY Bin(s) per month for TWW at Truckee MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
B18	One (1) 20 CY Bin(s) per month for TWW at Auburn MS Estimated Number of Exchanges over Agreement term: 8	One (1) Bin/ One (1) Month	36	\$	\$
B19	One (1) 20 CY Bin(s) per month for TWW at Chico MS Estimated Number of Exchanges over Agreement term: 6	One (1) Bin/ One (1) Month	36	\$	\$
B20	One (1) 20 CY Bin(s) per month for TWW at Colusa MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
B21	One (1) 20 CY Bin(s) per month for TWW at Elk Grove MS Estimated Number of Exchanges over Agreement term: 8	One (1) Bin/ One (1) Month	36	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
B22	One (1) 20 CY Bin(s) per month for TWW at Esparto MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B23	One (1) 20 CY Bin(s) per month for TWW at Kingvale MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B24	One (1) 20 CY Bin(s) per month for TWW at Marysville MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B25	One (1) 20 CY Bin(s) per month for TWW at Nevada City MS Estimated Number of Exchanges over Agreement term: 6	One (1) Bin/ One (1) Month	36	\$	\$
B26	One (1) 20 CY Bin(s) per month for TWW at Whitmore MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B27	One (1) 20 CY Bin(s) per month for TWW at Northgate MS Estimated Number of Exchanges over Agreement term: 8	One (1) Bin/ One (1) Month	36	\$	\$
B28	One (1) 20 CY Bin(s) per month for TWW at Willows MS Estimated Number of Exchanges over Agreement term: 6	One (1) Bin/ One (1) Month	36	\$	\$
B29	One (1) 20 CY Bin(s) per month for TWW at Special Crews MS Estimated Number of Exchanges over Agreement term: 18	One (1) Bin/ One (1) Month	36	\$	\$
B30	One (1) 20 CY Bin(s) per month for TWW at West Sacramento MS Estimated Number of Exchanges over Agreement term: 18	One (1) Bin/ One (1) Month	36	\$	\$
B31	One (1) 20 CY Bin(s) per month for TWW at Sunrise MS Estimated Number of Exchanges over Agreement term: 7	One (1) Bin/ One (1) Month	36	\$	\$
B32	One (1) 20 CY Bin(s) per month for TWW at Placerville MS Estimated Number of Exchanges over Agreement term: 5	One (1) Bin/ One (1) Month	36	\$	\$
B33	One (1) 20 CY Bin(s) per month for TWW at Truckee MS Estimated Number of Exchanges over Agreement term: 10	One (1) Bin/ One (1) Month	36	\$	\$
Subtotal B:					\$
C. Per Diem					
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (D x E)
C01	Per Diem-Lodging and meal only, if approved by Caltrans Contract Manager* Contractor will be reimbursed for the actual costs as noted in this Section C (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by providing a copy of the appropriately signed invoice verifying the actual costs		10	\$200	\$2,000.00

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

(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 may 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 may be deemed non-responsive.	Total Cost:	\$
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Attachment 2 Required Documents

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

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Copy of current and valid Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ **Registration with the Department of Industrial Relation (DIR)**
- ☐ **Hazardous Substance Removal (HAZ)–Certification** issued by the California Contractors State License Board (CSLB)
- ☐ **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G)
- ☐ **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP)
- ☐ **Waste Tire Hauler Registration Decal for each vehicle with effective and expiration dates** issued by Cal Recycle (Department of Resources Recycling and Recovery)
- ☐ **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5)
- ☐ **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act)
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)
- ☐ Copy of valid and current **Class A General Engineering** License issued by the CSLB

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

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

Attachment 3
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB. Do not return this Attachment with your bid.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A4172

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

August 31, 2026 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

August 30, 2029 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	6
Exhibit E	Additional Provisions	5
Attachment 1	Bid Proposal, ADM 1412 (attached upon award)	4
Attachment 2	Bidder Declaration (GSPD-05-105)	1
Attachment 3	District 03 Maintenance Facilities	2
Attachment 4	Service Request	1
Attachment 5	Confined Space Entry Checklist	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A4172

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportations (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Jeniece Hampton

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Commercial Services–State

Scope of Work

1. Contractor shall provide hazardous, biological, and environmentally regulated waste management services, including bin rental, delivery, pickup, removal, transport, and final disposal or recycling waste services to the California Department of Transportation (Caltrans) as described herein:
2. Subcontracting is allowed for performing laboratory services only. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. Any reference to Caltrans Contract Manager shall also include their designee
4. The services shall be performed in the Counties of Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba. Refer to **District 03 Maintenance Facilities, Attachment 3** for a list of locations.
5. This Agreement will commence on **August 31, 2026, (estimate)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **August 30, 2029, (estimate)**. Contractor shall provide services during normal work hours between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Caltrans Contract Manager may have varying individual facility hours and days of operation within the described normal work hours, which can be limited to Monday through Thursday or Tuesday through Friday. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: District 03/Maintenance	Project Manager:
Caltrans Contract Manager: TBD	
Address: TBD	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. Service Requests

- A. On an on-call basis, Caltrans Contract Manager shall assign specific services, as described herein, to Contractor through the issuance of Service Requests. Refer to **Service Request, Attachment 4**. All provisions in this Agreement apply to all Service Requests as appropriate for the requested service. In the event a request for services is made by telephone, the request will be confirmed in writing via Service Request by Caltrans Contract Manager within five (5) working days. Contractor shall provide the requested services within five (5) working days of the notification.

Exhibit A
Commercial Services–State

- B. When waste operations impact public health, safety, or welfare, Contractor shall provide services **within 4 hours** upon notice by Caltrans Contract Manager, unless otherwise authorized in writing by Caltrans Contract Manager.
- C. All Service Requests shall be limited to the type of work specified in this **Exhibit A, Scope of Work**. Payment for these services shall be in accordance with the **Rates/Compensation Provisions, Exhibit B, Budget Detail** and **Payment Provisions** and **Bid Proposal, Attachment 1**. If there is a discrepancy between the Service Request and this Agreement, this Agreement shall take precedence.
- D. Each Service Request will identify the scope of services, including, but not limited to, service location (s), deliverables, performance period, schedule, pickup and disposal services, and costs pursuant to the rates in **Bid Proposal, Attachment 1**. Service Requests shall be the complete instruction and authorization for the proposed work and Contractor shall comply fully with all particulars thereof. Changes to the Service Request are not allowed unless prior approval received from Caltrans Contract Manager.
- E. Each Service Request will identify the Caltrans Facility Contact.
- F. Service Requests cannot extend beyond the Estimated Work Finish Date of the request without prior Caltrans Contract Manager approval, nor beyond the expiration date of this Agreement. Service Requests cannot be used to amend this Agreement.
- G. Contractor shall sign and return Service Requests and include an appointment time for bin drop-off and exchange with a two (2) hour specified window for arrival. Contractor shall also call the Facility Contact one (1) hour prior to arrival to confirm estimated time of arrival. If the prescheduled (2) hour window cannot be kept, Contractor shall call and speak to Caltrans Contract Manager as soon as Contractor becomes aware of the needed change and shall follow up with an email notification to Caltrans Contract Manager. A voicemail alone is not acceptable in lieu of speaking with Caltrans Contract Manager.
- H. Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Service Request, or if any work not on the original Service Request is needed, additional written authorization shall be obtained from Caltrans Contract Manager. Caltrans will pay only for work requested and authorized in writing by Caltrans Contract Manager in a Service Request.
- I. Contractor's failure to begin work or to complete work in the time required shall be considered non-conformance with contract requirements and subject to termination of this Agreement for default pursuant to **Exhibit D, Termination**.
- J. Should Caltrans Contract Manager determine that the work has not been completed to their satisfaction, Contractor shall correct the work at Contractor's sole expense.

8. Definitions as Used in this Agreement

- A. Contractor's employees shall comply with California Occupational Safety and Health Administration (Cal/OSHA) training requirements per California Code of Regulations (CCR), Title 8, Section 5192 (8 CCR 5192), Hazardous Waste Operations and Emergency Response.
- B. Job Classifications, as listed below, are used in this Agreement to describe a specific service or function performed by Contractor's personnel.

Exhibit A
Commercial Services--State

- C. Operators/Drivers perform hazardous waste cleanup operations in industrial settings and have skills and knowledge to safely and effectively contain, clean up, pack, load, secure, transport, and dispose of hazardous materials. Operators/Drivers shall **possess a valid commercial driver's license** of the appropriate class and comply with California Vehicle Code Sections [15250](#) and [31560](#).

9. Description of Work

- A. Waste to be removed under the terms of this Agreement include, but is not limited to hazardous or regulated non-hazardous, and environmentally regulated, universal, and biological. Waste in the bins may also include petroleum-based asphalt; soil/absorbent contaminated with coolant, oil, diesel or gasoline; waste from asphalt tanks, waste from all types of rubber, mudflaps, tires (with or without metal brackets, rims, wheel, suspension parts attached, which may also include minor amounts of other debris; corrosives; polychlorinated biphenyls, and treated wood waste (TWW)).
- B. Contractor shall provide necessary guidance, recommendations, preparations, and shall furnish all labor, personnel, travel, equipment, bin rentals, supplies and materials required to conduct hazardous waste assessment, reduce contamination, neutralize waste, cleanup, collect and deliver samples to lab, test, identify, characterize, profile, package, seal, label, mark, and manifest stored materials and/or waste in advance of subsequent pick-up and recycling/disposal.
- C. Contractor shall have access to State certified analytical facilities capable of performing chemical analyses. Laboratories performing chemical analyses for Contractor shall be certified by the California State Water Resources Control Board, Environmental Laboratory Accreditation Program (SWRCB-ELAP) for the specific waste required analyses. Mobile laboratory units shall be certified by SWRCB, for the specific waste analyses. Laboratory methods not certified by SWRCB may be performed by laboratories only if recognized by SWRCB for comparable test methods or if the laboratory is certified as a US EPA Contract laboratory. Standard turnaround time for laboratory analysis **shall be 48 hours but may be longer at the discretion of Caltrans Contract Manager**.
- D. Contractor sampling and sample management including but not limited to, providing decontaminated/new sample containers, labels, appropriate preservation, transport, and chain of custody records for the sampling from the work site to the laboratory shall comply with the sampling, planning, methodology, and equipment and the sample processing, documentation, and custody procedures specified in CCR, Title 22, Division 4.5, Chapter 11, Article 3: Characteristics of Hazardous Waste, Section 66261.20 (22 CCR 66261.20).
- E. Sampling
- 1) Contractor shall ensure that all lab work is done at a California Environmental Protection Agency (CalEPA) certified Environmental Laboratory Accreditation Program (ELAP) lab. The laboratory performing hazardous waste analysis shall be certified by the CalEPA Department of Toxic Substances Control (DTSC) for that specific hazardous waste analysis category.
 - 2) No Contractor or Subcontractor performing sampling at the worksite may be awarded this contract unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code (LC) section 1725.5 [with limited exceptions from this requirement for bid purposes only under LC section 1771.1(a)]. A Contractor or Subcontractor performing only the lab testing is exempt from the registration requirement.

Exhibit A
Commercial Services–State

- F. Contractor shall legally dispose of all waste substances and other waste materials generated at the **District 03 Maintenance Facilities, Attachment 3**, in accordance and compliance with all applicable Federal, State, and local laws and regulations.
- G. Contractor shall transport waste to appropriate facilities within the State of California. Only waste that cannot be treated or disposed of in California's TSDF shall be transported out of state. Treatment, storage, and disposal of hazardous or regulated non-hazardous waste shall be at a DTSC permitted facility. Non-hazardous material recycling/disposal shall be in accordance and compliance with all State and local regulations and meet landfill acceptance criteria.
- H. Contractor shall provide a list of all disposal and recycling facilities within the District and of closest out of District locations for Caltrans Contract Manager approval. Contractor shall use sites and recycling/disposal methods that are most cost-effective and in the best interest of the State.
- I. Contractor shall assure Caltrans that the recycling/disposal sites used are approved by Federal, State, and local governments and are operated with integrity; and that there are no known pending administrative or judicial actions to restrict their use. Caltrans may conduct inspections of recycling/disposal facilities used by Contractor to ensure proper compliance with Federal, State and local law, regulations and permit requirements.
- J. Contractor shall maintain all applicable California and Federal licenses, certifications, endorsements, registrations, identification numbers, and permits for the removal, transport, and/or storage of hazardous and regulated materials as described herein throughout the duration of this Agreement. Contractor shall provide hard copy or electronic, as specified by Caltrans Contract Manager, a current and continuously updated copy as needed of all required aforementioned documentation, including those of all their employees expected to work under this agreement, prior to but no later than at the scheduled Pre-Job Meeting and at the hiring of new employees.
- K. Contractor shall provide bins, pick up and replace bin and transport waste to the appropriate recycling/disposal facility as requested per Service Request. This may or may not include multiple bins per site. Waste recycling/disposal shall require a final copy of signed Manifest or proof of receipt from designated disposal facility, and a certified weight receipt/tag with printed name and signature of person certifying weight when applicable.

10. Bins

- A. Contractor shall provide 20- Cubic Yard (CY) and/or 40-CY bins to be placed at designated Caltrans facilities for collection of such materials at the request of Caltrans Contract Manager. When Contractor picks up a bin for recycling/disposal, it shall be replaced in kind with another empty bin at that time. All bins shall be maintained at designated facilities throughout the term of this Agreement. At the end of contract term of this Agreement, bin pick-ups will be scheduled by Caltrans Contract Manager with the issuance of a Service Request for each location.
- B. Bins shall have locking hard retractable covers that operate smoothly and with ease to keep dumpsters covered in accordance with the national Pollutant Discharge Elimination System (NPDES) storm water requirements.
- C. Bins shall be in good operating condition with no holes and suitable for mechanical loading and unloading.

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- D. Bins shall have an affixed bin debris identification reflective type sign marked Treated Wood Waste or Tire Waste as appropriate, all manufacturer safety decals properly affixed, visible and legible. Soil shall have a Hazardous Waste Label and is the responsibility of the Caltrans Contract Manager.
- E. Bins shall be properly maintained by Contractor for the duration of this contract. Contractor shall provide manufacturer operating manuals, recommendations and or instructions of operation literature for each type of bin to be delivered for use at any Caltrans Facility(s) or location(s). A digital copy of each literature shall be emailed to Contract Manager, and a paper copy shall be hand delivered to each Facility supervisor at the time of the initial bin delivery.

11. Rates/Compensation Provisions

- A. **Equipment rates** shall include all tools, hand tools, hand truck, portable scale, pallet jack, straps, and any other equipment and supplies necessary to provide the services required by this Agreement at the bid rate listed on **Bid Proposal, Attachment 1**.
- B. **Disposal Cost rates** shall include all labels, manifests, creation of profiles for waste streams, and cost per ton to legally dispose of waste at the bid rate listed on **Bid Proposal, Attachment 1**.
- C. **Bin rates** Contractor will be compensated for bins provided by Contractor for use of collecting, disposing or recycling of TWW, tires or soil, at the appropriate bid rate on **Bid Proposal, Attachment 1**. Unit Cost per line item shall be a per bin flat rate and shall include all related costs for the required bin(s) to be:
 - 1) dropped off at each location at the start of the term of this Agreement.
 - 2) onsite each calendar month.
 - 3) bin and decal maintenance.
 - 4) bin debris reflective type identification sign marked Treated Wood Waste or Tire Waste as appropriate.
 - 5) for replacement of non-compliant bin for a bin in good operable condition.
 - 6) All work and rates will include personnel/labor rates (includes all Personal Protective Equipment (PPE) (levels C and D)), equipment (Single and Dual bin Truck), incidentals, documents, travel, and transport for the replacement of non-compliant bin, as listed under **Exhibit B, Budget Detail and Payment Provisions**. Lunch times and Contractor caused standby time are excluded, and will not be compensable.
 - 7) Compensation begins from the time Contractor first delivers bin(s) at the Caltrans facility(s) or location(s) and will end with Contractor's final removal of bin(s) from the Caltrans facility(s) or location(s) at the end of the term of this Agreement or at the request of Caltrans Contract Manager. The rate is a flat rate per bin for providing a bin on site for the entire calendar month, regardless of how many exchanges occur per month. Contractor is not allowed to bill multiple times for each bin used during the same calendar month. No separate or additional compensation will be paid for bin(s) in excess of the designated number of bin(s) per waste type or bin size at each facility.
- D. **Per Diem rates** Overnight travel may be required under this Agreement. Caltrans Contract Manager must pre-approve travel in writing. Contractor will be reimbursed for per diem only without markup for this and must provide justification and receipts. Refer to **Exhibit B, Budget Detail and Payment Provisions**.

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- E. **Bid Proposal, Attachment 1** lists all compensable items required for this Agreement including Personnel, Equipment, Disposal Costs, Bins and Per Diem. Descriptions, sizes, and other specifications and requirements for Personnel, Equipment, Disposal Costs, Bins, and Per Diem are listed throughout this Agreement and **cannot be substituted during the term of this Agreement**. Quantities listed on **Bid Proposal, Attachment 1**, 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. Items listed on **Bid Proposal, Attachment 1** may be needed at any time during this Agreement and are required to be available when requested on Service Requests. Failure to provide items listed on the **Service Request** shall be cause for immediate termination per **Exhibit D, Termination**. Caltrans Contract Manager has the sole discretion and responsibility to select items needed for each Service Request based on, but not limited to materials, recycling/disposal needs, safety. Any items used by Contractor not listed on **Bid Proposal, Attachment 1**, shall be considered incidentals. All incidental costs shall be included in the personnel, labor, equipment, disposal costs, and bins as appropriate on **Bid Proposal, Attachment 1**. **No additional compensation will be made for the incidentals required to complete the approved Service Request.**
- F. Contractor shall include all travel and incidentals in the rates in **Bid Proposal, Attachment 1**. No additional compensation will be paid for travel.

12. Special Provisions

- A. Contractor shall provide said services during normal work hours between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Varying individual facility hours and days of operation within the described normal work hours, which can be limited to Monday through Thursday or Tuesday through Friday, will be determined and provided by the Caltrans Contract Manager.
- B. Waste collections must be handled by a hazardous waste trained employee who has proper training as defined in Title 8 CCR 5192. An Operator/Driver performs duties such as picking up containerized waste in bins.
- C. Contractor shall comply with all Federal, State, and local agency requirements for recycling/disposal of hazardous waste material, universal waste, recycled waste, biowaste, treated wood waste, and waste tires/rubber.
- D. Contractor must provide the Caltrans Contract Manager with a receipt from licensed disposal facility(ies).
- E. Caltrans Contract Manager will provide Contractor a list of Environmental Protection Agency (EPA) Waste Generator Identification Numbers as appropriate.
- F. Contractor shall submit invoice(s) separately per Service Request once all work and documents (final manifest) have been properly completed.
- G. Contractor's invoice due date shall not be less than 45 days from the invoice date. With each invoice, Contractor shall include a copy of the **Hazardous Waste Spill Diary(ies)** signed by Contractor and Caltrans Contract Manager for each Service Request(s).
- H. Contractor shall provide and review all information necessary for completing a **Uniform Hazardous Waste Manifest** and give copies to the Caltrans representative at the site. The onsite Caltrans representative shall sign all **Uniform Hazardous Waste Manifests** prior to transporting waste off Caltrans property. In addition, Contractor shall use the modified manifesting procedure, when appropriate, for other wastes, such as waste oil.

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- I. Waste from non-Caltrans facilities shall not be commingled with Caltrans waste during pickup schedule. Contractor shall not stop at non-Caltrans facilities or locations to collect waste while traveling in between Caltrans locations or while transporting to designated recycling/disposal facility.
- J. Caltrans Contract Manager will establish a travel pickup schedule to be followed by Contractor and to assure access to the facility for waste removal operations.
- K. Contractor shall follow the schedule listed in the Service Request. No compensation will be made if the schedule in the Service Request is not followed, unless change is approved in advance by Contract Manager.
- L. Disposal Facilities: All non-recyclable waste shall be disposed of at a properly licensed disposal facility.
- M. Recycle Facilities: Contractor shall provide a listing of recycle facilities approved by the California Waste Exchange and California Department of Resources Recycling and Recovery (CalRecycle) that will be proposed for use in the course of waste disposal within the contract area. Additional recycle facilities proposed by Contractor may be added or deleted at Caltrans Contract Manager's discretion. Caltrans Contract Manager will provide written notice of any changes to recycle or disposal locations to Contractor within 48 hours.
- N. Contractor shall provide requested equipment, materials, vehicles, and staff (properly equipped and trained), and must be capable of hauling/transporting as described herein (also refer to **Bid Proposal, Attachment 1**). All equipment shall be fully operational and maintained.
- O. Contractor's methods for pickup, removal, cleanup, and disposal services will be monitored on an on-going basis to ensure the most economical methods are being utilized. Contractor shall provide Caltrans Contract Manager a quarterly report of expenditures and quantities of removed waste categorized by CalEPA waste stream codes per site. Quarterly report format shall be subject to approval by Caltrans Contract Manager.
- P. Contractor shall provide a third-party copy of the electronic Global Positioning System (GPS) Driver/Equipment Trip Log (E-log) for each Service Request and include a copy signed by Contractor with invoice.
- Q. Contractor and Subcontractor are subject to announced and/or unannounced inspections of their operations, records, and facilities by the State to verify contract compliance. This does not relieve Contractor of its responsibility to ensure proper contract compliance through its own inspections or other means. Contractor may be asked to provide to Caltrans Contract Manager copies of any documentation and/or reports of Federal, State, or local government inspections pertaining to contractor's operations.
- R. Personal Protective Equipment (PPE) and Training Requirements
 - 1) Contractor shall comply with Title 8 CCR 5192 and all Cal/OSHA regulations. Contractor will assure that their employees performing work under this Agreement shall comply with employee safety regulations for the class of chemicals involved at all times. Employees performing work under this Agreement shall, upon request by Caltrans Contract Manager, show proof of training documenting what work the employee is so trained to perform.
 - 2) Contractor shall provide all necessary PPE to their employees.
- S. Contractor shall assume ownership of waste material immediately upon transfer from Caltrans facilities to Contractor's waste transport vehicle.

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- T. Contractor shall recycle or dispose of waste materials in a lawful manner.
- U. Contractor shall conduct operations in a manner as to avoid damage to Caltrans property and the property of others. Any damage caused by contractor shall be repaired or replaced at contractor's sole expense.
- V. Contractor shall provide all personnel/labor, tools, vehicles, bins, equipment, required to perform the services and shall pay all costs, fees, expenses, and taxes related to or arising from the Agreement services.
- W. Contractor is solely responsible for any and all injuries, losses, and damages caused by Contractor, its employees, or its agents.

13. No Waiver

No failure or delay by Caltrans Contract Manager to enforce any provisions of this Agreement shall be deemed a waiver of Caltrans' rights, nor shall partial enforcement preclude further enforcement. No action or inaction by Caltrans Contract Manager shall create an estoppel against strict enforcement of this Agreement.

14. Waste Disposal

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

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Commercial Services--State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For Service Requests satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoice, Caltrans agrees to compensate Contractor in accordance with the **Bid Proposal, Attachment 1** and **Exhibits A and B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. All Service Requests shall be invoiced separately and shall be itemized per **Bid Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in areas of the service.
- C. Contractor shall only submit invoice(s) once all work and documents have been properly completed.
- D. Contractor's invoice due date shall not be less than 45 days from the invoice date.
- E. Contractor shall submit invoice(s) within 15 days of receiving final destination disposal documentation.
- F. Each invoice shall also include:
 - 1) Agreement Number **03A4172**
 - 2) Dates of Service
 - 3) Approved Service Requests
 - 4) Service Request Number
 - 5) Hazardous Waste Manifest – signed final copy, or proof of receipt from disposal facility
 - 6) Certified Weight Receipt/tag – printed name and signature of person certifying weight when applicable
 - 7) Hazardous Spill Diary – signed at Caltrans facility by Caltrans and Contractor
 - 8) Third party Driver/Equipment Trip Log for each Service Request and include a copy signed by Contractor with invoice
 - 9) Itemized description of all charges (includes employee names, equipment numbers, bin numbers, item numbers, personnel/labor, equipment, disposal costs, bins as noted in **Bid Proposal, Attachment 1**
 - 10) All manifest numbers noted (if applicable)
 - 11) Any other supporting and/or required documents related to service performed
 - 12) Lodging and Meal Receipts are required when Per Diem is claimed when approved for overnight travel by Caltrans Contract Manager.

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- G. The itemized invoice shall be signed and submitted in triplicate not more frequently than monthly in arrears of the on-call service, to:

California Department of Transportation (Caltrans)
District 03/Maintenance,
Attention: TBD
Street Address/PO Box
City, CA Zip Code

- H. Per Bin fee includes initial drop off at start of contract, monthly rental, exchanges, final removal at the end of the contract term and maintenance and servicing, refer to **List of District 03 Maintenance Facilities Locations, Attachment 3**. No additional compensation will be paid for travel. The disposal of the bin will be paid per the Disposal Cost on **Bid Proposal, Attachment 1**.
- I. Sampling and Testing: Contractor will not be paid for obtaining samples and delivering or shipping the samples to a lab in accordance with the assigned **Service Request, Attachment 4**. Lab analysis shall be included in the rates on the **Bid Proposal, Attachment 1**. **No additional compensation will be paid for lab analysis.**
- J. Travel: Contractor will not be paid for any travel or time as it is included in the costs of the appropriate type of service as described on **Bid Proposal, Attachment 1**. No additional compensation will be paid for travel or time.
- K. Per Diem: Contractor shall submit written receipts supporting actual costs for lodging and meals when per diem is claimed. Charges for per diem (lodging and meals only) shall not exceed rates authorized to be paid to State employees under current California Department of Human Resources rules. Duplicate copies of itemized travel expense receipts shall be submitted for verification and reimbursement. No additional markup or surcharges will be allowed on travel costs (<https://travelpocketguide.dot.ca.gov>).

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.

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- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

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

5. Excise Tax

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

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

7. Cost Principles

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

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8. Payroll Records

A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.

- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
- 2) The payroll records, enumerated under **paragraph 1** above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1** above, shall be made available for inspection or furnished upon request to a representative of Caltrans and the Department of Industrial Relations Division (DIR) of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards shall not be altered or obliterated by contractor.
 - c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and a hard copy sent by regular mail on the business day following receipt of request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or

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obliterated.

- f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph g** above, for noncompliance with the provisions of said Labor Code Section 1776, will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
 - C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
 - D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
 - E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
 - F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
 - G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid general prevailing per diem wages by Subcontractor, Prime Contractor of project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
 - 1) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay their workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

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- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due to Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

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

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.

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- D. After award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

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

12. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, PO Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Commercial Services–State

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

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

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the DOT ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

Exhibit D
Commercial Services–State

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

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

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

8. DVBE Participation (Not Required)

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

9. Non-Solicitation

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

10. Laws to be Observed

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

Exhibit D
Commercial Services–State

11. Specific Legal References

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

12. Equipment Indemnification

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

13. Force Majeure

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.

14. State-Owned Data–Integrity and Security

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

Data encryption shall use cryptographic technology that has been tested and approved against 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.

Exhibit D
Commercial Services–State

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

15. Employment of Undocumented Workers

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

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

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

Exhibit D
Commercial Services–State

17. Mandatory Organic Waste Recycling

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

18. ADA Compliance

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

19. Electronic Signatures

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

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

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

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

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

2. Insurance Requirements

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

Exhibit E
Commercial Services–State

- 2) The policy must include:

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

- 3) The additional insured endorsement must accompany the certificate of insurance.
- 4) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

- 1) 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.
- 2) Contractor shall provide to Caltrans, a **copy of the Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90 form** for any of its hazardous material transporters.

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 work performed on site, as well as during the transport of hazardous material whether by Contractor or a Subcontractor and a **copy of the Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90 form must be provided to Caltrans by Contractor**. 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.

Exhibit E
Commercial Services–State

F. Available Coverages/Limits

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

3. Licenses and Permits

- A. Contractor shall be properly licensed, registered, and/or certified and shall conform to all State, Local, and Federal laws, rules, and regulations. Contractor shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current
- 1) **Class A General Engineering** license issued by the California Contractors State License Board (CSLB)
 - 2) **Hazardous Substance Removal (HAZ) Certification** issued by the California Contractors State License Board (CSLB)
 - 3) **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G)
 - 4) **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP)
 - 5) **Waste Tire Hauler Registration Decal** (for each vehicle with effective and expiration dates) issued by Cal Recycle (Department of Resources Recycling and Recovery)
 - 6) **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5)
 - 7) **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act)
 - 8) Contractor shall possess **at the start of work** and for the duration of the Agreement, a valid and current **Hazardous Waste Operations and Emergency Response HAZWOPER Certificates**, both for the initial 40 hours of training and most current eight (8) hour refresher training.
- B. Contractor or Contractor's employees must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE) program, spill containment program, and health hazard monitoring procedures and techniques.
- C. Contractor or Contractor's employees must have the required skills and knowledge of proper use procedures for dealing with sampling and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment, and/or confinement operations.
- D. Contractor or Contractor's employees must perform hazardous waste cleanup operations in industrial settings; have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall comply with the California Occupational Safety and Health Administration (Cal/OSHA) training requirements as outlined in California Code of Regulations (CCR), Title 8, Section 5192. Operators shall possess a valid commercial driver's license of the appropriate class and comply with Section 15250 and Section 31560 of the California Vehicle Code.

Exhibit E
Commercial Services--State

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

4. Licensed Contractor Standards for Quality of Work

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

5. Motor Carrier Permit Requirements

- A. Contractor 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
Commercial Services--State

- B. 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).

6. Prohibition of Delinquent Taxpayers

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

7. Interfacing with Pedestrian and Vehicular Traffic

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

8. Contractor Registration Program

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

**Attachment 3
District 03 Maintenance Facilities**

Facility Name	Street address	City	Bin Size (Cu YD)	Number of Bins	Type of Waste Stored in Bin (Treated Wood Waste (TWW) or Tire)	Wash Rack Sump with Confined Space
Auburn	1050 Grass Valley Hwy.	Auburn	20	2	1TWW/1Tire	
Chico	2535 Notre Dame Blvd.	Chico	20	2	1TWW/1Tire	
Colusa	1401 Will S Green Ave.	Colusa	20	2	1TWW/1Tire	
Elk grove	9087 Elkmont Way	Elk grove	20	3	1TWW/2Tire	
Esparto	1740 Yolo St.	Esparto	20	2	1TWW/1Tire	
Kingvale	51121 Donner Pass Rd.	Soda springs	20	2	1TWW/1Tire	
Marysville	1001 N. Beale Rd.	Marysville	20	2	1TWW/1Tire	
Nevada City	10057 Gold Flat Rd.	Nevada City	20	2	1TWW/1Tire	
Woodland	624 N. East St.	Woodland	20	2	2 Tire	
Whitmore	I-80 4 miles east of Baxter	Alta	20	2	1TWW/1Tire	
Northgate	3940 Rosin Ct.	Sacramento	20	3	1TWW/2Tire	
Willows	939 Humboldt Ave.	Willows	20	2	1TWW/1Tire	
Spec. Crews	1403 Furneaux Rd.	Olivehurst	20	2	2 TWW	X
West Sacramento	1040 South River Rd.	West Sacramento	20	4	2TWW/2Tire	
Sunrise	1135 Sanders Dr.	Rancho Cordova	20	2	1TWW/1Tire	
Placerville	3065 Blairs Ln.	Placerville	20	2	1TWW/1Tire	
Roseville	1000 Atlantic St.	Roseville	20	1	Tire	
Truckee	10152 Keiser Ave.	Truckee	20	1	Tire	
Sierraville	241 Lincoln St.	Sierraville	20	1	Wood	

Attachment 3
District 03 Maintenance Facilities

Facility Name	Street address	City	Bin Size (Cu YD)	Number of Bins	Type of Waste Stored in Bin (Treated Wood Waste (TWW) or Tire)	Wash Rack Sump with Confined Space
Downieville	Hwy 49 2mi North of Downieville	Downieville	N/A	N/A	N/A	
South Lake Tahoe	2243 Cornelian Dr.	South Lake Tahoe	N/A	N/A	N/A	
Kyburz	13561 Hwy 50	Kyburz	N/A	N/A	N/A	
Tahoe City	Hwy 89 1/2mi North of Tahoe City	Tahoe City	N/A	N/A	N/A	
Sunrise Bridge Crew	2809 B St.	Sacramento	N/A	N/A	N/A	
District Tree Crew	312 East 12 th St.	Marysville	N/A	N/A	N/A	
Total Number of Bins				39		

Attachment 4
Sample Service Request

Service Request Number:	Date Issued:	Contract Manager:	Contractor: TBD
Service Request Performance Period: No Service Request shall extend beyond the expiration date of the Agreement. Work under this Service Request shall begin on _____ and terminate on _____.			
Description of Services (include the scope of services needed for this Service Request, expected results, and deliverables). All work herein shall be in accordance with Exhibit A, Scope of Work , of the Agreement. ☐ Generated Waste Removal/Disposal ☐ Sump Cleaning ☐ Bin Pick-Up ☐ Other (describe)			
Service Location(s):			
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Service Request, or if any work not on the original Service Request is requested, additional written authorization shall be obtained from Contract Manager. Caltrans will pay only for work requested and authorized in writing by Contract Manager (see Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment). Costs: Contractor will be paid in accordance with Exhibit A, Scope of Work, Service Requests; Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment ; and the Rates shown on Contractor's Bid Proposal.			
APPROVAL SIGNATURES:			
I certify that this Service Request complies with the provisions of Agreement Number 03A4172 and are necessary for the satisfactory completion of the product(s) contracted for, and sufficient funding has been encumbered to pay for this work. _____ Contract Manager's Signature			
IN WITNESS WHERE OF, this Service Request has been executed under the provisions of Agreement Number 03A4172 between the State of California, Department of Transportation, and TBD by signature below, the parties hereto agree that all terms and conditions of this Service Request Number TBD and Agreement Number 03A4172 shall be in full force and effect.			
_____ Contract Manager's Signature		_____ Contractor's Signature	

Attachment 5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Contractor's Name TBD
Agreement Number 03A4172
Page 1 of 2

CONFINED SPACE ENTRY CHECKLIST

HS-0040 (REV. 5/2013)

FORM FOR ONE SHIFT ONLY. NEW FORM MUST
BE COMPLETED FOR EACH SUBSEQUENT SHIFT.*This form must be readily available at the confined space while the work is in progress. After work is completed, give to your supervisor for retention.*

DESCRIBE WORK TO BE DONE

DATE	TIME	FROM	TO	☐ Pumping Plant	☐ Culvert
LOCATION OF CONFINED SPACE				☐ Bridge Cell	☐ Other
LOCATION OF WORK WITHIN CONFINED SPACE (DRAW SKETCH BELOW, ESTIMATE AND SHOW DISTANCE AND DIRECTION FROM WORK ACCESS)					

NOTE: If more space is needed use back of form.

CHECKLIST BELOW MUST BE COMPLETED BEFORE ENTRY

NOTE: THE RESPONSIBLE PERSON IN CHARGE INITIALS ITEMS 1-4 AND 6-8. ENTER SPACE ONLY AFTER THE PROCEDURES LISTED BELOW HAVE BEEN COMPLETED.

INITIAL

- | | | |
|-------|----|--|
| _____ | 1. | Review <i>Code of Safe Practices</i> for entry and work in confined spaces. |
| _____ | 2. | Review emergency/rescue procedures and list contact information. _____ |
| _____ | 3. | Notify nearest Traffic Management Center or Responsible Person and list contact information. _____ |
| | 4. | Complete at least 2 tests of atmospheric conditions in the confined space using a four gas meter. Additional testing may be necessary depending on the depth and configuration of the space. |
| | 5. | Testing of atmosphere conditions -- pre-entry |

SIGNATURE OF TESTER	TIME	LOCATION OF SAMPLED AIR	METER READING				
			OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER
PRINT NAME							

SIGNATURE							

NOTE: If more lines are needed use back of form.

- | | | |
|-------|----|---|
| _____ | 6. | Suitable lighting provided in work area. |
| _____ | 7. | Effective means of providing continuous communication between the attendant and entrants. |
| _____ | 8. | Assure that atmosphere will be tested during work within confined space. NOTE: If atmosphere becomes hazardous, all workers shall STOP WORK and LEAVE CONFINED SPACE IMMEDIATELY - DO NOT RE-ENTER; contact Responsible Person in Charge. |

AUTHORIZED PERSONS

	PRINT NAME	INITIAL	PRINT NAME	INITIAL
RESPONSIBLE PERSON IN CHARGE				
ATTENDANT				
ALTERNATE ATTENDANT				
ENTRANTS				

I have determined that the above procedures have been completed and it is safe to enter and work in this confined space.

RESPONSIBLE PERSON IN CHARGE SIGNATURE	DATE
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CONFINED SPACE ENTRY CHECKLIST

HS-0040 (REV. 5/2013)

LOCATION OF WORK WITHIN CONFINED SPACE (DRAW SKETCH BELOW, ESTIMATE AND SHOW DISTANCE AND DIRECTION FROM WORK ACCESS)(CONTINUED)

Note: any new hazards or changes that need to be added to the confined space index ☐ Form sent to Safety Officer for change to the index.

TESTING OF ATMOSPHERE CONDITIONS -- PRE ENTRY (CONTINUED)

TIME	LOCATION OF SAMPLED AIR	METER READING				
		OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER

FOR ONGOING TESTING DURING OCCUPATION OF ENCLOSED SPACE

TESTING OF ATMOSPHERE CONDITIONS -- POST ENTRY

TIME	LOCATION OF SAMPLED AIR	METER READING				
		OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER

ACCEPTABLE ENTRY CONDITIONS (atmospheric):
oxygen level 19.5% - 23.5%
Combustible Gas / Vapor < 10% LEL
Carbon Monoxide < 25 ppm
Hydrogen Sulfide < 10 ppm