

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/>



August 4, 2026

**Invitation for Bid (IFB)
IFB # 03A4149
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 03A4149**, titled **American River Parkway Habitat Restoration Project – Sacramento County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

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

This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 5, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB is:

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

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

*Technical questions regarding this solicitation will be addressed in writing and/or at a mandatory site inspection to be held on **August 11, 2026**. See **Section C, Time Schedule** for more details.

ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENT 1 through 3) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 4, REQUIRED DOCUMENTS.

Sincerely,

Phuong Vu
Contract Analyst

A) Purpose and Description of Services

1. Contractor agrees to provide all labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide site preparation, seeding, planting, watering, weeding and plant protection services for the American River Parkway habitat restoration project to the California Department of Transportation (Caltrans).
2. The services shall be performed at two (2) restoration sites, Restoration Site 1 (0.05 acres) and Restoration Site 3 (1.45 acres), for a total project area of 1.5 acres. The project is located within the American River Parkway in Sacramento County, California, along State Route 51 from Post Mile (PM) 2.0 to 3.5, identified on **Attachment A, Project Vicinity Map** and **Attachment B, Map of Restoration Sites**.
3. 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. Prime Bidder shall possess at time of bid submittal, a current and valid **C-27 (Landscape Contractor)** license issued by the California Contractors State Licensing Board (CSLB), and shall have held this license for a minimum of four (4) year prior to the bid submittal date.
2. Bidder shall possess the following experience at time of bid submittal and provide the required information with their bid submittal:
 - A. A minimum of five (5) years' restoration and maintenance experience with California native oak woodland, riparian, and/or wetland habitats.
 - B. Bidder shall include three (3) references from successful California native oak woodland, riparian, and/or wetland restoration and mitigation planting contracts with over 3,000 plants and a three (3) year plant establishment period, that included invasive weed management and herbivory management. Bidder must provide contact information, including current phone numbers, for all references.
 - C. Bidder must complete and return **Attachment 2 (Prime Contractor Experience Letter and References)** to document their attainment of these minimum qualifications.
3. Bidder shall employ a Restoration Specialist, who will attend weekly meetings and be on-site to direct all site preparation, seeding, planting, watering, mowing, weeding, plant protection and plant guard removal (if awarded). Bidder's Restoration Specialist shall possess the following:
 - A. Experience with the identification of Inland Northern California (valley) oak woodland, riparian, and wetland plant species, including native plant species as well as non-native plant species listed in **Attachment D, Target Weeds and Other Non-Native Plants**.
 - B. A bachelor's degree in agriculture, biology, botany, environmental studies, forestry or restoration ecology. Bidder shall submit a copy of the Restoration Specialist's bachelor's degree with their bid submittal, or their bid may be deemed non-responsive.
 - C. Minimum of five (5) years' experience working in the California habitat restoration industry, and/or five (5) years' experience working with California oak woodland, riparian, and/or wetland habitat restoration mitigation implementation oversight.
 - D. Bidder shall provide a copy of the Restoration Specialist bachelor's degree diploma with their bid submittal.
 - E. Bidder must complete and return **Attachment 3 (Restoration Specialist Experience Letter)** and documents identified within **Attachment 3 (Restoration Specialist Experience Letter)** to document their attainment of this minimum qualification.

4. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current **Pest Control Business** license issued by the California Department of Pesticide Regulation (CDPR) for the type of work to be performed. Bidder shall include a copy of their **Pest Control Business** license with their bid submittal, or their bid may be deemed non-responsive.
5. Bidder shall have a Qualified Person with a **Qualified Applicator License (QAL)** issued by CDPR. Bidder shall include a copy of their **QAL** with their bid submittal, or their bid may be deemed non-responsive.
6. 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.
7. 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.
8. 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	8/04/26	
Mandatory Site Inspection	8/11/26	9:00 a.m.
Written Question Submittal	8/12/26	3:00 p.m.
Final Date and Time for Bid Submission	8/20/26	2:00 p.m.
Bid Opening	8/20/26	2:30 p.m.
Proposed Award Date (estimate)	8/27/26	

2. Site Inspection

- A. A Mandatory site inspection is scheduled at **9:00 a.m., August 11, 2026**, at **550 Ethan Way, Sacramento, CA 95815** for the purpose of discussing concerns regarding this IFB. **Any persons attending the site visit must bring and wear a high-visibility vest, hard hat, and close toed shoes while onsite.**
- B. If the site inspection is mandatory, bidders must sign-in (on the sheet provided) upon arrival and sign out upon completion of the walk-through activities. **Failure to comply with these provisions will result in the rejection of your bid.** Caltrans will conduct the site inspection of the facilities and disseminate any additional information to participants if necessary. **Bidders should bring any questions they have to the site inspection.**
- C. In the event a potential contractor is unavailable to attend a mandatory site inspection, an authorized representative may attend on its behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory site inspection.

3. Reasonable Accommodation

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

4. Questions and Answers

- A. Questions regarding this IFB must be submitted by **August 12, 2026**. Bidders must submit their questions via e-mail to Phuong.Vu@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 03A4149**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

5. Costs Included in Bid Rates

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

6. State General Prevailing Wage Rates

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

7. Federal Prevailing Wage Rates

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

8. 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.

9. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Proposed Form of Agreement, Exhibit A** and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

10. 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.

11. Contractor's License

Bidder must have, at time of agreement award and for the duration of the agreement, a valid, current **C-27 (Landscape Contractor)** license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in cancellation of the award. Caltrans will verify a valid license issued by the CSLB (reference Public Contract Code Section 10164).

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

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

13. Insurance

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

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

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

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

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

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

- E. Available Coverages/Limits

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

14. 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 4, Required Documents**, completed, signed, and returned with its bid or proposal.

15. 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 4, 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).

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

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

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

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

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

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

18. Bid Submittal

- A. All bids must be mailed or hand-delivered 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. 03A4149

Bid Due Date: August 20, 2026

Bid Due Time: 2:00 p.m.

Bid Opening Date: August 20, 2026

Bid Opening: 2:30 p.m.

Attention: Phuong Vu

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

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

19. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.

- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

20. Award

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

21. Protest

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

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

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

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

22. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Disadvantaged Business Enterprise (DBE) Program

- A. On September 30, 2025, the U.S. Department of Transportation (U.S.DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part

26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025)). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.

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

- B. This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) titled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".. Information about the Federal DBE Program is available at: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise> or <https://dot.ca.gov/programs/business-and-economic-opportunity>
- C. There is no specific contract goal for DBE participation in this Agreement.

BID PROPOSAL**Attachment 1**

ADM-1412 (REV. 11/2025)

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit Of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	275	Per Plant	All labor, tools, equipment, materials, travel, and incidentals necessary to provide site preparation work, per STD 213, Exhibit A, Scope of Work.	\$	\$
2	707	Per Plant	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install container plants consisting of shrubs, trees, herbs, and graminoids, per STD 213, Exhibit A, Scope of Work.	\$	\$
3	370	Per Shelter	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install plant shelters, per STD 213, Exhibit A, Scope of Work.	\$	\$
4	290	Per Pad	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install mulch pads, per STD 213, Exhibit A, Scope of Work.	\$	\$
5	65	Per Occurrence	All labor, tools, equipment, materials, travel, and incidentals necessary to provide watering services, per STD 213, Exhibit A, Scope of Work.	\$	\$
6	350	Per Guard	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install plant guards, per STD 213, Exhibit A, Scope of Work.	\$	\$
7	180	Per Cutting	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install willow stake per STD 213, Exhibit A, Scope of Work.	\$	\$
8	8	Per 1.5 acres	All labor, tools, equipment, materials, travel, and incidentals necessary to provide weed mowing, per STD 213, Exhibit A, Scope of Work.	\$	\$

BID PROPOSAL**Attachment 1**

ADM-1412 (REV. 11/2025)

9	10	Per 0.5 of an acre	All labor, tools, equipment, materials, travel, and incidentals necessary to provide target weed removal, per STD 213, Exhibit A, Scope of Work.	\$	\$
10	6	Per 0.5 of an acre	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install seed, per STD 213, Exhibit A, Scope of Work.	\$	\$
11	6	Per 0.5 of an acre	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install grass straw, per STD 213, Exhibit A, Scope of Work.	\$	\$
12	300	Per Guard	All labor, tools, equipment, materials, travel, and incidentals necessary to remove plant guards, per STD 213, Exhibit A, Scope of Work.	\$	\$
13	175	Per Cubic Foot	All labor, tools, equipment, materials, travel, and incidentals necessary to provide soil backfilling, per STD 213, Exhibit A, Scope of Work.	\$	\$
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 time, the unit price shall prevail. 3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.				Total This Proposal	\$

1. A minimum of five (5) years' restoration and maintenance experience of California native oak woodland, riparian and/or wetland habitats.
2. Minimum of three (3) references of successful California native oak woodland, riparian, and/or wetland restoration and mitigation planting projects with over 3,000 plants and a minimum three (3) year (36-months) plant establishment period that included invasive weed management and herbivory management. One (1) year plant establishment period is defined as one (1) calendar year (12 months) from the date of planting.

Bidder: Provide the requested information below to demonstrate the mandatory experience required by **IFB, Section B (Bidder's Minimum Qualifications), Item 2**. You may provide as many pages as necessary to substantiate the required experience. The dates provided below will be calculated to confirm the required number of years of experience. **Overlapping dates of service will only be counted once towards the required five (5) years' experience.**

Services Provided To (Company Name): _____

Contact Name & Title: _____

Address: _____

Telephone Number: _____

Dates Services Provided: *(Begin Date)* _____ *(End Date)* _____
MM/DD/YYYY MM/DD/YYYY

Habitat Classification(s)(check all that apply):

☐ **California Wetland**

☐ **California Riparian**

☐ **California Oak Woodland**

Number of Plants (by Habitat): _____

Note: Total of all plants must be at least 3,000

Minimum three (3) year plant establishment period: ☐ Yes ☐ No

Detailed Description of Services Performed (include information pertaining to California native oak woodland, riparian, and/or wetland habitat planting, watering, weeding, mowing, seeding, plant protection, invasive weed management and herbivory management services performed):

**Attachment 3
Restoration Specialist Experience Letter**

Bidder Company Name: _____

Bidder: Complete the following form to document your attainment of **IFB 03A4149, Section B (Bidder's Minimum Qualifications), Item 3**. Bidder must possess the following:

1. Experience with the identification of Inland Northern California (valley) oak woodland, riparian, and wetland plant species, including native plant species as well as non-native plant species listed in **Attachment D (Target Weeds and Other Non-Native Plants)** to the **Proposed Form of Agreement (Attachment 5)**
2. A bachelor's degree in agriculture, biology, botany, environmental studies, forestry or restoration ecology
3. Minimum of five (5) years' experience working in the California oak woodland, riparian, and/or wetland habitat restoration industry, and/or five (5) years' experience working with California oak woodland, riparian and/or wetland habitat restoration mitigation implementation oversight

EXPERIENCE

Bidder: Provide the requested information below to demonstrate the mandatory experience required by **IFB, Section B (Bidder's Minimum Qualifications), Item 3**. You may provide as many pages as necessary to substantiate the required experience. The dates provided below will be calculated to confirm the required number of years of experience. **Overlapping dates of service will only be counted once towards the required five (5) years' experience.** **Note: only experience listed on these experience letters will be considered, do not send separate document.**

Name of Restoration Specialist: _____

Named Restoration Specialist possesses, at minimum, a bachelor's degree in the following discipline:

- | | | | |
|--------------------------------------|-----------------------------------|--|--|
| ☐ Botany | ☐ Biology | ☐ Restoration Ecology | ☐ Environmental Studies |
| ☐ Agriculture | ☐ Forestry | | |

Bidder must include a copy of the Named Restoration Specialist's Degree to validate attainment of this minimum qualification.

Services Provided by Restoration Specialist to (Company Name): _____

Reference Contact Name & Title: _____

Address: _____

Telephone Number: _____

Dates Services Provided: (Begin Date) ____/____/____ (End Date) ____/____/____
MM/DD/YYYY MM/DD/YYYY

Detailed Description of Services Performed (include information pertaining to: 1) Experience with identification of Inland Northern California (valley) oak woodland, riparian, and wetland plant species, including native plant species as well as non-native plant species listed in **Attachment D (Target Weeds and Other Non-Native Plants)**; 2) Experience working on California oak woodland, riparian, and/or wetland habitat restoration projects; and/or 3) Experience with California oak woodland, riparian, and/or wetland habitat restoration mitigation implementation oversight).

Attachment 4 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)
- ☐ Attachment 2 – Prime Contractor Experience Letter and References
- ☐ Attachment 3 – Restoration Specialist Experience Letter
- ☐ Copy of Restoration Specialist Degree
- ☐ Copy of Restoration Specialist contract/agreement if subcontracted position
- ☐ Copy of Pest Control Business license
- ☐ Copy of Qualified Applicator License
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)

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

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

Attachment 5
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

03A4149

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

September 15, 2026 (est.) or upon DGS approval, whichever is later

THROUGH END DATE

September 14, 2031 (est.)

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	15
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	4
+ - Exhibit F	Required Contract Provisions Federal-Aid Construction Contracts	1
+ - Attachment 1	Bid Proposal (attached upon award)	2
+ - Attachment A	Project Vicinity Map	1
+ - Attachment B	Map of Restoration Sites	3
+ - Attachment C	Container Plant List	1
+ - Attachment D	Target Weeds and Other Non-Native Plants	2
+ - Attachment E	Seed List of Native California Species	1
+ - Attachment F	Federal Prevailing Wage Determination (attached upon award)	TBD

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A4149

PURCHASING AUTHORITY NUMBER (If Applicable)

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

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Commercial Services Agreement–Federal

Scope of Work

1. Contractor agrees to provide all labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide site preparation, seeding, planting, watering, weeding and plant protection services for the American River Parkway habitat restoration project to the California Department of Transportation (Caltrans), as described herein.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at two (2) restoration sites, Restoration Site 1 (0.05 acres) and Restoration Site 3 (1.45 acres), for a total project area of 1.5 acres. The project is located within the American River Parkway in Sacramento County, California, along State Route 51 from Post Mile (PM) 2.0 to 3.5, identified on **Attachment A, Project Vicinity Map** and **Attachment B, Map of Restoration Sites**.
4. Any reference to Caltrans Contract Manager shall also include his/her designee.
5. This Agreement will commence on **September 15, 2026 (estimate)**, or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **September 14, 2031 (estimate)**. The services shall be provided during normal business hours Monday through Saturday, 7:00 a.m. to 5:00 p.m., excluding State holidays. 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 3 / Environmental Planning	Section/Unit:
Caltrans Contract Manager: TBD	Project Manager:
Address: 703 B Street Marysville, CA 95901	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. Restoration Specialist Requirements

- A. Contractor shall employ a Restoration Specialist possessing the qualifications listed below:
 - 1) Experienced with the identification of Inland Northern California (Valley) oak woodland, riparian, and wetland plant species, including native plant species as well

Exhibit A
Commercial Services Agreement–Federal

as non-native plant species listed in **Attachment D (Target Weeds and Other Non-native Plants)**.

- 2) Holds a bachelor's degree in agriculture, botany, biology, environmental studies, forestry, or restoration ecology.
 - 3) Five (5) years' experience working in the California habitat restoration industry, and/or five (5) years' experience working with California oak woodland, riparian, and/or wetland mitigation implementation oversight.
- B. Restoration Specialist shall perform the tasks listed below:
- 1) Attend weekly planning meetings.
 - 2) Be onsite to direct all site preparation, seeding, planting, watering, mowing, weeding, plant protection and plant guard removal tasks.
- C. The Restoration Specialist shall be Contractor's primary contact for Caltrans Contract Manager.
- D. Contractor shall submit a written request to Caltrans Contract Manager, and receive written approval, prior to substituting or replacing the Restoration Specialist identified during the bid process.

8. Detailed Description of Work

- A. Contractor shall provide all labor, tools, equipment, materials, supplies, travel, and incidentals necessary for all work covered under this Agreement. All work shall be done under the direction of Caltrans Contract Manager.
- B. Once Contractor has received the notice to proceed, a pre-construction meeting will be scheduled to discuss the site preparation, seeding, planting, watering, weeding, and plant protection prior to the start of any work under this Agreement, and in accordance with this **Exhibit A, Scope of Work**.
- C. Contractor shall provide the following site preparation:
- 1) Contractor shall dig a total of 275 planting holes across the restoration sites (Shown on **Attachment B, Map of Restoration Sites**); with an estimated amount of 250 holes dug in the fall/winter of 2026 and as many as 25 replacement holes dug as needed and directed by Caltrans Contract Manager. The digging of holes may be delayed until the spring of 2027 to avoid winter 2026/2027 flooding. The number of holes listed is an estimate and actual amount will be determined at time of planting by Caltrans Contract Manager.
 - a) Location of planting holes will be flagged by Caltrans Contract Manager.
 - b) Holes may be dug using auger, hand tools or other methods approved by Caltrans Contract Manager.
 - c) Holes shall be dug two feet (2') deep by two feet (2') wide by two feet (2') long.
 - d) Soil is expected to be compacted and must be broken up so that no dirt clods larger than four inches (4") inches in diameter remain.
 - e) Holes shall be amended with a mixture of wood mulch, native topsoil from the planting site and compost. Amendment mixture shall be prepared by mixing in

Exhibit A
Commercial Services Agreement--Federal

two (2) parts wood mulch, two (2) parts native topsoil and one (1) part compost and then mixed until uniform and no compacted dirt clods over four inches (4") in diameter allowed. Planting holes shall be completely filled with no voids up to ground level.

- f) After holes are dug, they may only remain open for a maximum of one (1) week before being planted and covered with mulch. The holes may remain open longer if conditions permit, at the discretion of and as directed and approved by Caltrans Contract Manager.
- 2) Contractor shall provide wood mulch and compost for amending planting holes
- a) Wood mulch shall be a tub ground blend, with wood pieces ranging from fines to seven inches (7"), with no more than 25 percent (25%) of material less than one inch (1") in size. Mulch shall originate and be generated in the state of California from non-allopathic woody material (e.g. fruit trees), other than oak, redwood and/or eucalyptus.
 - b) Compost shall consist of aerobically decomposed plant material made from leaves, grass and twigs. Compost shall be produced following the guidelines outlined in the California Code of Regulations Title 14, Division 7, Chapter 3.1, Article 7, § 17868.3.
 - c) Prior to delivering wood mulch and compost to the site, Contractor shall provide Caltrans Contract Manager with a sample of each for approval. Wood mulch and compost must be obtained from source materials originating from inland northern California sources.
- 3) Digging and amending of planting holes shall be completed each planting year by November 15th, prior to the rainy season. Schedule may be adjusted to account for flooding as approved and directed by Caltrans Contract Manager.
- a) Contractor shall obtain approval from Caltrans Contract Manager prior to the digging and amending of planting holes.
 - b) Digging and amending work shall not be performed during periods of inclement weather capable of causing soil erosion.
- D. Contractor shall provide the following when planting container plants:
- 1) Contractor shall plant a total of 707 plants across the restoration sites (shown on **Attachment B, Map of Restoration Sites**); with 518 plants planted in the fall/winter of 2026 and as many as 189 replacement plants planted in fall of 2027, as needed and as directed by Caltrans Contract Manager. The number of plants listed is an estimate and actual amount planted each year will be determined at time of planting. Initial fall 2026 planting may be delayed depending on execution date of this Agreement and to avoid winter flooding, as approved and directed by Caltrans Contract Manager.
 - a) Container plants shall consist of trees, shrubs and herbs shown in **Attachment C, Container Plant List**. Trees, shrubs and herbs must be provided in according to the plant species and container sizes specified in **Attachment C, Container Plant List**. Plant species and/or container size substitutions must be approved by Caltrans Contract Manager.

Exhibit A
Commercial Services Agreement–Federal

- b) Container plants must be healthy plants in good condition that are free of disease and damage.
 - c) Plants shall be planted in planting holes flagged by Caltrans Contract Manager.
 - d) All plants shall be planted at grade (ground level), with solid root to soil contact and no voids, after sufficient rain to wet the site five inches (5") in depth. If Contractor chooses to plant before the rain adequately saturates the soil in the fall of 2026 and 2027 then Contractor shall pre-water the planting areas to a two-foot (2') depth on the same day as planting.
 - e) The planting window is October 15 through December 30 of each planting year within this Agreement. Planting may be delayed until spring 2027 to avoid winter flooding.
 - f) All container plants shall be watered immediately after planting to hydrate plants and to ensure any voids in the planting holes are filled with soil to ensure good root to soil contact.
- 2) All plants shall be the responsibility of Contractor to obtain. Contractor shall order plants within 10 business days after receiving notice to proceed. Plants shall be obtained from source materials originating from and produced in inland northern California sources, and from a plant nursery that has a Phytophthora Management Plan in place and is practicing Best Management Practices (BMPs) identified by the California Department of Food and Agriculture. Plant order and source must be approved by Caltrans Contract Manager prior to purchase.
 - 3) Plants shall be delivered to the project site in types and quantities shown in **Attachment C, Container Plant List**, at a location and schedule determined by Contractor.
- E. Contractor shall provide the following willow stakes
- 1) Contractor shall prepare and plant a total of 180 willow stakes across the restoration sites (shown on **Attachment B, Map of Restoration Sites**); with 100 willow stakes planted in the fall/winter of 2026 and as many as 80 replacement willow stakes planted in fall of 2027 and/or during the remainder of this Agreement, as needed and as directed by Caltrans Contract Manager. Willow stake installation may be delayed until spring 2027 to avoid winter flooding. The number of willow stakes listed is an estimate and actual amount planted each year will be determined at time of planting.
 - 2) Willow stakes are to consist of approximately 45% Sandbar willow (*Salix exigua*), 45% Arroyo willow (*Salix lasiolepis*), and 10% black willow (*Salix gooddingii*). The exact number of each species will depend on availability and may need to be adjusted.
 - 3) The bottom of willow stakes shall be cut at a 45-degree angle and the top shall be cut flat, to indicate top and bottom.
 - 4) Each willow stake shall be one-half inch (1/2") to one-inch (1") in diameter and 36 inches (36") in length. Stakes shall be straight sections of new growth, without any damaged sections (splits in bark, insect damage holes, etc.). Willow stakes can be cut/harvested up to two (2) weeks prior to planting, as long as they are stored with

Exhibit A
Commercial Services Agreement--Federal

the bottom end of willow stakes submerged in 12 inches (12") of water. Water shall be changed every three (3) days.

- 5) Willow stakes shall be collected from the general vicinity of the lower American River drainage adjacent to the project area or from adjacent drainages associated with the lower American River, that is from a location approved by Caltrans Contract Manager. Collecting willow stakes from within the American River Parkway property managed by Cal Expo/State parks is not allowed. Contractor shall only harvest willow stakes from 50 percent (50%) of the willow shrubs at any one (1) location and only 30 percent (30%) of an individual willow bush may be harvested.
 - 6) All willow stakes must be soaked in water for three (3) days prior to planting in order to hydrate. Willow soaking water must be refreshed every three (3) days to ensure adequate oxygen in water.
 - 7) Willow staking locations are to be flagged by Caltrans Contract Manager.
 - 8) Willows stakes shall be planted November 15 through January 15 of each planting year, after sufficient precipitation has occurred to saturate the ground to at least five inches (5"). If Contractor chooses to plant earlier, Contractor shall need to pre-wet the stakes areas to at least five inches (5").
 - 9) Willow stakes shall be planted so that 24 inches (24") of the stake is inserted into the ground, and twelve inches (12") and three (3) nodes are above ground. Willow stake holes are to be pre-drilled or pre-pounded prior to inserting willow stakes and holes must not exceed two inches (2") in diameter. Willow stakes are to be inserted into the ground in such a manner as to not cause willow stakes to crack, splinter or break. After willow stakes are inserted into holes, holes shall be filled in with soil to have complete stake to soil contact and to hold willow stakes firmly in place. Willow stakes shall be planted in their original direction of growth, with the angled end inserted into the ground and the flat end pointing upwards.
 - 10) Willows shall be planted on approximate seven foot (7') centers (spacing).
- F. Contractor shall provide the following when installing plant shelters on shrubs and trees:
- 1) Contractor shall install a total of 370 plant shelters on shrubs and trees across the restoration sites (shown on **Attachment B, Map of Restoration Sites**); with 250 plant shelters installed in 2026 and as many as 120 replacement shelters installed during the remainder of this Agreement, as needed and as directed by Caltrans Contract Manager. The number of plant shelters listed is an estimate, the actual amount will be determined at the time of planting by Caltrans Contract Manager.
 - a) Tree shelters shall be placed with plant in center of shelter, with plant not obstructed by shelter.
 - b) The bottom of tree shelters shall be nested into ground one inch (1") below the surface of the ground to prevent rodents from entering.
 - c) Tree shelters shall be securely attached with adjustable zip ties at the top and bottom to hardwood stakes that are driven two feet (2') into the ground.
 - 2) No trees or shrubs shall remain un-covered after planting for more than five (5) days before installing plant shelter.

Exhibit A
Commercial Services Agreement–Federal

- 3) Plant shelters shall consist of UV-stabilized polypropylene co-polymer tubes two feet tall by five to seven inches (2' x 5" to 7") in diameter, hardwood stakes four feet by one inch by one inch (4' x 1" x 1") and releasable/re-usable zip ties. Tubes shall be translucent to allow light to pass through and shall be perforated to allow shelter to split as tree grows.
 - 4) Contractor shall provide Caltrans Contract Manager with a tree shelter sample for approval prior to purchasing and delivering tree shelters to site.
- G. Contractor shall provide the following when installing mulch pads:
- 1) Contractor shall prepare and install mulch pads across the restoration sites (shown on **Attachment B, Map of Restoration Sites**); with as many as 250 mulch pads installed in 2026 and as many as 40 replacement mulch pads during the remainder of this Agreement, as needed and as directed by Caltrans Contract Manager.
 - 2) Contractor shall scrape two-foot (2') radius area around each planted tree, shrub or herb to bare ground to prepare mulch pad.
 - 3) Contractor shall cover all mulch pads with wood mulch immediately after installing container plants.
 - 4) Each plant shall receive four-inch (4") depth of mulch, placed in a two-foot (2') radius circle around the plant, covering the bare ground scraped area evenly.
 - 5) Mulch shall be generated from non-allopathic woody material, other than oak, redwood and eucalyptus, and shall be tub ground shreds ranging in size from seven inches (7") to fines, with no more than 25 percent (25%) of the mulch being less than one inch (1").
 - 6) Contractor shall provide Caltrans Contract Manager with a mulch sample for approval prior to purchasing and delivering mulch to site.
- H. Contractor shall provide the following watering services:
- 1) Contractor shall water 347 plantings; or a portion there of, across the restoration sites (shown on **Attachment B, Map of Restoration Sites**).
 - 2) Watering is proposed 65 times over the term of this Agreement, which shall allow for one (1) watering immediately after planting, winter watering as needed and watering during hot season (May through October) for three (3) years after planting. Watering shall be required May through October, but available if needed in fall/winter based on natural precipitation. The number of waterings listed is an estimate and the actual amount will be determined based on need by Caltrans Contract Manager.
 - 3) A minimum of four (4) gallons of water shall be applied to each plant or grouping of plants per watering. Watering shall be performed such that water penetrates deeply into the ground (minimum of 16 inches (16") below ground) and does not run-off mulch pad and form above ground puddles.
 - 4) Water shall be applied immediately adjacent to plants, but water is not to be applied directly onto plants to prevent mold from forming on leaves.

Exhibit A
Commercial Services Agreement--Federal

- 5) Contractor shall be able to shut off watering to plants that have become established and no longer need watering, while still providing watering plants for plants that are not established, as directed and approved by Caltrans Contract manager.
- 6) Watering shall be done by temporary irrigation system, by hose, by All Terrain Vehicle, by hand or other means determined by Contractor and approved by Caltrans Contract Manager. Overhead watering systems that get plants wet are not allowed as they are known to promote leaf mold.
 - a) Temporary irrigation lines are the preferred method of watering plants for this project.
 - b) It is the responsibility of Contractor to install and maintain lines in working order.
 - c) The project area is known to flood and Contractor shall be required to secure irrigation lines or other watering equipment to the ground.
 - d) Any irrigation lines installed in the planting area are the responsibility of Contractor to remove from Cal Expo property and/or Sacramento County Regional Parks property at the conclusion of watering services and dispose of responsibly outside the American River Parkway.
- 7) It shall be the responsibility of Contractor to identify water source(s) and obtain all permits and permissions and pay any fees associated with accessing/using water for this project.

On-site water sources: The American River and Cal Expo facilities are two possible water sources located within the American River Parkway. Contractor must receive approval to access water and use water in accordance with the State Water Resources Control Board guidelines

(https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/fags.html).

- 8) The estimated watering schedule is as follows:
 - a) 2026 – All plantings shall be watered one (1) time immediately after initial fall planting and then watered afterward as needed that first winter through December at the direction of Caltrans Contract Manager, for a maximum of four (4) additional waterings if natural precipitation does not occur or is not consistent.
 - b) 2027 – It is estimated that plants shall be watered 24 times during the first year after initial planting. Watering over this period shall include watering up to 347 plantings. Watering during this year shall be performed four (4) times a month (every seven (7) days) during the hot season (May through October) with an additional four (4) waterings over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees, shrubs and/or herbs planted in fall 2027 shall need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground, possibly requiring winter watering.
 - c) 2028 – It is estimated that plants shall be watered 18 times during the second year after initial planting. Watering over this period shall include watering up to 347 plantings. Watering during this year shall be performed three (3) times a month (every 10 days) during the hot season (May through October) with an

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additional four (4) waterings over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees, shrubs and/or herbs planted in fall 2028 shall need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground, possibly requiring winter watering.

- d) 2029 – It is estimated that plants shall be watered 18 times during the third year after initial planting. Watering over this period shall include watering up to 347 plantings. Watering during this year shall be performed three (3) times a month (every 10 days) during the hot season (May through October) with an additional four (4) waterings over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees, shrubs and/or herbs planted in fall 2029 shall need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground, possibly requiring winter watering.

I. Contractor shall provide and install metal plant guards on trees and shrubs as follows:

- 1) Contractor shall provide and install 350 metal plant guards on plantings across the restoration sites (shown on **Attachment B, Map of Restoration Sites**); with 233 metal plant guards installed during 2027 and as many as 117 replacement metal guards installed during the remainder of this Agreement, as needed and as directed by Caltrans Contract Manager.
- 2) Tree guards shall consist of woven metal field fencing (welded fencing not allowed), rebar stakes and metal clips or metal ties. Tree guards shall be cylindrical in shape, four feet tall by three feet (4' x 3') in diameter and be made of one (1) continuous piece of 10 gauge or thicker gauge galvanized metal field fencing with four inch by four inch (4" x 4") mesh openings. The seam of each tree guard shall be secured with metal clips or ties spaced every 12 inches (12") apart from the bottom to top of field fencing.
 - a) Tree guards shall be placed with plant in center of guard, with plant not obstructed by guard.
 - b) Four (4) one-half inch (1/2") rebar stakes shall be driven two feet (2') into the ground on four (4) sides of each tree guard, with stakes spaced evenly apart. Tree guards shall be securely attached to one-half inch (1/2") rebar stakes with metal clips or ties at or near the top and bottom of each rebar stake. Rebar stakes shall extend a minimum of four feet (4') above ground.
 - c) Contractor shall provide Caltrans Contract Manager with a metal tree guard sample for approval prior to purchasing and delivering tree guards to site.

J. Contractor shall provide the following weed mowing services in the restoration sites:

- 1) Contractor shall mow the restoration sites (shown on **Attachment B, Map of Restoration Sites**), for a total of 1.5 acres of mowing, as needed and as directed by Caltrans Contract Manager.
- 2) Weed mowing is proposed eight (8) times over the term of this Agreement, which shall allow for the planting area to be mowed one (1) time prior to initial planting (fall 2026) and once each spring in 2027, 2028, 2029, 2030, and 2031, with two (2)

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additional mowings on an as needed basis depending on weed growth and as directed by Caltrans Contract Manager. The number of mowing's listed is an estimate and the actual amount will be determined based on need by Caltrans Contract Manager.

- 3) Mowing shall be done with a small vehicle, with power weed-eater, by hand or other means determined by Contractor and approved by Caltrans Contract Manager.
 - 4) Mowing shall be performed so that all grasses, herbaceous vegetation and other plants are mowed to a height of within four inches (4") above ground level; including inside and around outside metal plant guards.
 - 5) Vegetation to be mowed for this project consists primarily of herbaceous weeds (non-native grasses and herbs), with some newly established woody plants such as blackberry, seedling trees and shrubs.
 - 6) Vegetation mowed in the project area can be left on site. However, mowing trimmings/clippings shall not be allowed to accumulate to a depth of six inches (6") or greater within five feet (5') of planted trees, shrubs or herbs. If mowed trimmings accumulate to a depth of six inches (6") or greater, then Contractor shall rake excess clippings to a distance of five feet (5') or greater from plantings.
 - 7) Mowing shall be done in the spring after new year's growth of annual weeds has established and again in late summer or fall if a second flush of annual weeds has established, as needed and on a schedule determined by Caltrans Contract Manager.
 - 8) When performing mowing, Contractor shall have equipment capable of quickly extinguishing any small fires that may be caused by mowing on-site at all times. Equipment and materials for extinguishing must be approved by Caltrans Contract Manager.
- K. Contractor shall provide the following target weed removal:
- 1) Target weeds are invasive non-native plant species that if left alone will expand over the site, overgrowing riparian plantings and limiting survival.
 - 2) Contractor shall remove target weeds from overgrown sections of the restoration sites (shown on **Attachment B, Map of Restoration Sites**); in one-half (0.50) acre portions or a portion thereof. The location and acreage to be target weeded may vary from year to year based on condition of weeds and will be specified by Caltrans Contract Manager.
 - 3) Target weed removal shall be performed on an as needed basis to address any part of the project that is overgrown with invasive weeds as determined and directed by Caltrans Contract Manager.
 - 4) Contractor shall remove target weeds, including any new invasive non-native weed species that establishes in the planting area, a maximum of 10 times, for a total of five (5) acres maximum of target weed removal over the term of this Agreement.
 - 5) The estimated schedule for target weed removal is as follows: One (1) target weed removal in 2026 before planting, two (2) target weed removals in 2027, 2028, and 2029 and one (1) target weed removal in 2030; with two additional target weed

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removals as needed. The number of target weed removals listed is an estimate. Target weed removal will be performed on an as needed basis to address any part of the project that is overgrown with invasive weeds as determined and directed by Caltrans Contract Manager. The actual amount needed each year will be determined by Caltrans Contract Manager.

- 6) Target weed plant material that has been cut, trimmed, or pulled from the ground shall be removed from the project area and disposed of outside of Cal Expo, Sacramento County Regional Parks and/or outside the Caltrans right of way, as directed by Caltrans Contract Manager. Contractor shall dispose of target weed materials in a legal and proper manner at a location pre-approved by Caltrans Contract Manager.
- 7) Contractor shall obtain approval from Caltrans Contract Manager on the proposed removal method and use of equipment prior to the start of work.
- 8) Target weeds consist of annual/perennial herbaceous weeds, vines and woody invasive shrub and tree species. A list of known target weeds and other non-native plants for this project is provided in **Attachment D, Target Weeds and Other Non-Native Plants**. There are currently fifteen (15) target weed species present in the planting areas (please see list below):
 - a) Armenian blackberry (*Rubus armeniacus*)
 - b) Blue gum eucalyptus (*Eucalyptus globulus*)
 - c) Black locust (*Robinia pseudoacacia*)
 - d) Black mustard (*Brassica nigra*)
 - e) Catalpa (*Catalpa bignonioides*)
 - f) English walnut (*Juglans regia*)
 - g) Fennel (*Foeniculum vulgare*)
 - h) Fig (*Ficus carica*)
 - i) Poison hemlock (*Conium maculatum*)
 - j) Rattlebox ([*Sesbania punicea*](#))
 - k) Siberian elm (*Ulmus pumila*)
 - l) Silver maple (*Acer saccharinum*)
 - m) Vervain (*Verbena litoralis*)
 - n) Vetch (*Vicia villosa*)
 - o) Whitetop (*Lepidium latifolium*)

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- 9) Target weeds shall be removed utilizing mechanical and/or chemical methods as directed by Caltrans Contract Manager. Contractor shall propose the method of target weed removal and shall receive approval from Caltrans Contract Manager prior to implementation.
- a) Mechanical removal. Target weeds shall be physically removed (pulled) from the ground using hand tools or with small equipment. Target weed removal includes removal of above ground parts of target weeds (stems, leaves, flowers, fruits) as well as root removal to a depth of 16 inches (16") below the soil surface. Gather all of the mechanically pulled weeds and dispose of outside the project area in a legal and responsible manner. Mechanical removal of target weeds shall be done after plants have leafed out and formed flower stalks, but prior to setting seed.
 - b) Chemical treatment. Chemical application treatment methods for this project may include stump cut herbicide treatment, basal bark herbicide treatment, and/or foliar application of herbicide. Contractor shall obtain a Pest Control Recommendation (PCR) from a Certified Pest Control Advisor (PCA) to determine the most appropriate herbicide (chemical type/brand/active ingredient), chemical concentration, herbicide treatment method and timing for the species of target weeds being treated. In addition, Contractor shall implement the least environmentally harmful yet effective treatment to avoid impacts to adjacent water bodies or impacts to vegetation outside the target weed treatment area. An updated PCR may be required annually, at the discretion of Caltrans Contract Manager.

Any and all herbicides used on the project will require prior approval from Sacramento County Regional Parks and be at the direction of Caltrans Contract Manager.

- i. Stump cut herbicide treatment: Prior to herbicide application stump cut woody plants between six inches (6") to two feet (2') above ground surface level, remove cut portions of plant and dispose of outside the project area in a legal and responsible manner. Immediately after cutting (within one hour of cutting stump), apply herbicide to freshly cut surface of stump to maximize absorption of herbicide into stump and roots. The stump cut treatment is intended for invasive trees, especially as an initial treatment of established trees. The stump cut method is to be performed in the fall prior to leaf drop to maximize absorption of herbicide.
- ii. Basal bark herbicide treatment: Apply viscous oil-based herbicide mixture directly onto the bottom 12 to 18 inches (12" to 18") of the stem (basal bark) of woody plants using an applicator (no broadcast spraying). Thoroughly wet the stem, including the root collar, without causing excessive runoff. For bushes and vines, it may be necessary to remove (trim) excess growth to gain access to underlying basal bark. If basal bark is covered by excess growth, then cut woody plants between one to two feet (1' to 2') above ground surface level, remove cut portions of plant and dispose of outside the project area in a legal and responsible manner, prior to herbicide treatment. Apply basal bark herbicide treatment within one (1) hour of cutting plants. Contractor shall receive approval from Caltrans Contract Manager before cutting woody plants. The basal bark treatment is intended

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for invasive vines and shrubs, especially as an initial treatment of established plants. The basal bark herbicide treatment is to be performed in the fall prior to leaf drop to maximize absorption of herbicide.

- iii. Foliar herbicide treatment: Spray herbicide onto leaves and stems of herbaceous plants, vines and/or woody plants. Foliar herbicide treatment is intended as an ongoing treatment for herbaceous plants or as follow-up treatment of vines and/or woody plants (seedlings or root suckers) that are established after initial treatment. Foliar treated plants can be left in place to allow herbicide to take effect and do not require removal.

L. Contractor shall provide and perform the following when seeding bare ground sections of the planting area:

- 1) Contractor shall provide and apply the seed mix to bare ground sections of the restoration sites (shown on **Attachment B, Map of Restoration Sites**); in one-half (0.50) acre portions or a portion thereof. The location and acreage to be seeded may vary from year to year based on bare ground conditions and will be specified by Caltrans Contract Manager.
- 2) Contractor shall apply seed to bare ground areas to up to six (6) times, within the term of this Agreement, for a maximum of three acres (3.0) acres of seeding within the term of this Agreement. The number of seedings listed is an estimate and the actual amount needed will be determined on as needed basis, and upon approval of Caltrans Contract Manager.
- 3) Seed shall be applied by a portable seed spreader, by hand or other means approved by Caltrans Contract Manager.
- 4) Seed shall be spread evenly across the specified seeding area.
- 5) All seed applied in the project area must be California native seed obtained from source materials that originated and were grown in inland northern California.
- 6) Seed order and source must be approved by Caltrans Contract Manager prior to purchase.
- 7) The seed mix shall be comprised of California native plant species listed in **Attachment E, Seed List of Native California Species**.
 - a) The exact species composition of the seed mix will be determined by Caltrans Contract Manager. All plant species substitutions in the seed mix require Caltrans Contract Manager approval.
 - b) The seed mix shall primarily consist of native California grass species (minimum of 70% grass species by weight) but also contains herbs.
- 8) Seed mix shall be applied to bare ground areas at the minimum seeding rate of 24 pounds of pure live seed per acre.
- 9) Seeding shall be covered with native grass straw (**Item M**) on the same day that seed is applied to the ground to prevent seed from being blown away or eaten by animals.

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M. Contractor shall provide and perform the following when covering seeding with grass straw:

- 1) Contractor shall provide and apply grass straw to a one-half (0.50) acre section, or a portion thereof of the restoration sites (shown on **Attachment B, Map of Restoration Sites**). Native grass straw shall be applied on an as needed basis to cover seeding as directed by Caltrans Contract Manager. The location and acreage to be covered with grass straw may vary from year to year based on bare ground conditions.
- 2) Contractor shall apply straw to seeded areas to up to six (6) times within the term of this Agreement, for a maximum of three (3) acres of grass straw application within the term of this Agreement. The number of straw applications listed is an estimate and the actual amount needed will be determined on an as needed basis, and upon approval of Caltrans Contract Manager.
- 3) Straw shall be applied to seeded areas immediately after seeding, on the same day seeding is applied to prevent seed from blowing away or being eaten by wildlife.
- 4) Straw shall be spread by a portable spreader, by hand or other means that will not damage seeding, as directed and approved by Caltrans Contract Manager.
- 5) Straw shall be spread evenly across the seeding area at minimum three-quarters of an inch (0.75") depth.
- 6) Straw shall be comprised of native California grasses such as creeping wild rye (*Leymus triticoides*), meadow barley (*Hordeum brachyantherum* variety *californicum*), tufted hairgrass (*Deschampsia cespitosa*) and/or slender hairgrass (*Deschampsia elongata*) that is free of weed seed as to not spread non-natives weeds to the site. Any substitutes must be approved in advance by Caltrans Contract Manager. Straw shall be furnished in air-dry condition with a consistency compatible for application with commercial straw-blowing equipment.

N. Contractor shall remove metal plant guards from plants as needed and dispose of as follows:

Contractor shall remove and dispose of as many as 300 metal plant guards from established plantings across the restoration sites (shown on **Attachment B, Map of Restoration Sites**) over the life of this Agreement. Removal of plant guards shall be done on an as needed basis after trees and/or shrubs exceed deer browse height, as determined and directed by Caltrans Contract Manager.

- 1) Tree guards consist of metal field fencing, rebar stakes and metal clips or metal ties (see **Item I**).
- 2) Caltrans Contract Manager will mark tree guards each year for removal. Tree guards shall only be removed from trees and shrubs that are eight feet (8') or taller in height (exceed deer browse height).
- 3) Removal of tree guards shall consist of removing metal field fencing and metal ties, as well as, removing four (4) rebar stakes.
- 4) Tree guards shall be disposed of outside the American River Parkway in a legal and proper manner at a location pre-approved by Caltrans Contract Manager. Tree guards shall be disposed of in a legal manner according to County and State laws. If

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recycling of scrap metal is required by County/State laws where the project is located, then the contractor must recycle metal cage materials.

O. Contractor shall perform the following when backfilling planting holes:

- 1) Contractor shall backfill as much as 175 cubic feet of native topsoil in planting holes across the restoration sites (shown on **Attachment B, Map of Restoration Sites**) over the life of this Agreement. Backfilling of planting holes shall be done on an as needed basis to replace eroded soil, as determined and directed by Caltrans Contract Manager.
- 2) Contractor shall backfill any tree, shrub and/or herb planting holes that have been eroded by flooding so that planting holes are filled with soil up to ground level. Backfilled soil shall be tamped down so that soil is firmly in place up to ground level and cannot be eroded easily.
- 3) Topsoil for backfilling planting holes shall be harvested from within the planting area. While harvesting soil, Contractor shall make shallow scoops, with no digging deeper than six inches (6") allowed. Any bare ground areas created by harvesting shall be seeded afterward under **Item L**, as approved and directed by Caltrans Contract Manager.

9. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on a Caltrans Agreement and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language and shall conduct themselves in a professional manner at all times.
- B. It is the duty of Contractor and its staff to read and adhere to Caltrans policies and directives, available to Caltrans staff including, but not limited to the Director's Policy (DP) 3-Health and Safety, DP 18-Workplace Violence Prevention, Deputy Directive (DD) 8-Drug Free Workplace, DD 22-Weapons Prohibited on Caltrans Buildings and Caltrans Property, DD 49-Sexual Harassment Prevention.
- C. Public safety and convenience are to be considered at all times. If any person employed by Contractor appears to Caltrans Contract Manager to be incompetent or to act in a disorderly, unsafe, or improper manner, that person will be removed from the premises immediately and will no longer be employed on this Caltrans Agreement, unless agreed in advance by Caltrans Contract Manager.
- D. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager shall have the right to request that employee be removed from doing further work on this Agreement by Contractor.

10. Final Clean Up

Contractor shall leave the work site in a clean and neat condition. If the work site is not left in a clean and neat condition, Contractor shall be called back to clean the work site as required at its sole expense. No invoice shall be paid unless the site has been cleaned to the satisfaction of Caltrans Contract Manager. All debris generated by Contractor's performance of the services, including any and all discarded parts or materials, shall be removed from work site upon completion of services each day, hauled away, and legally disposed of by Contractor, according to all local, State, and Federal laws.

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11. 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.

12. Inspection and Acceptance for Payment

Work is subject to inspection and acceptance by Caltrans Contract Manager. Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor's duties and obligations under this Agreement, including specifically whether Contractor delivered all work (i.e., product and deliverables or services) and whether Contractor's work (i.e., product and deliverables or services) satisfied all of the applicable criteria in accordance with this **Exhibit A, Scope of Work**. Any work that needs corrections shall be at Contractor's sole cost and expense. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit D, Item 2, Termination**.

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Both Federal and State prevailing wage requirements apply to this Agreement. Contractor shall ascertain which prevailing wage determination applies for each type of work performed. Where there is a conflict in State and Federal prevailing wage rates for the same work, Contractor shall pay the higher of the two rates.
- C. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- D. Invoices shall be itemized in accordance with **Attachment 1, Bid Proposal** and shall be signed and submitted in triplicate not more frequently than monthly, in arrears of the service.
- E. Each invoice shall include:
 - 1) Agreement Number **03A4149**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Work Performed
- F. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 3 / Environmental Planning
Attention: **TBD**
703 B Street
Marysville, CA 95901

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by United States Government or California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, Section 2, Termination**.

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. Pursuant to 49 Code of Federal Regulations, Part 26.29(b), Caltrans will not withhold payment from Contractor, and Contractor, and any of its subcontractors, shall not withhold payment from any subcontractor when the Agreement is Federally funded.
- C. 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

The 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, but not limited to, 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 (DIR) 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 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.

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- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Section.

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 (DIR), Division of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and DIR, 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 the 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.

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- e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1** above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1** above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in **paragraph 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 the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all of the following requirements:
 - 1) Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay its workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on 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 Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

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

11. State Prevailing Wage Rate Determinations

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

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

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12. Federal Prevailing Wages

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

B. Federal Requirements

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

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

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

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

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

13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Employment of Apprentices

- A. Where the prime Agreement is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P.O. 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 contract work. The Prime Contractor is responsible

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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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Commercial Services Agreement--Federal

Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days' written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 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 (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

4. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

5. 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 Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Disadvantaged Business Enterprise (DBE) Program Changes

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

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

7. DBE Program Participation Without Goals

- A. This Agreement is subject to 49 CFR 26, entitled "Participation by Disadvantaged Business Enterprises in Caltrans Financial Assistance Programs", in the award and administration of Federally assisted Agreements. The regulations in their entirety are incorporated by this reference and made part of this Agreement as if attached hereto.
- B. There is no specific contract goal for DBE participation in this Agreement.
- C. If subcontracting is allowed in this solicitation, any subcontract entered into between Contractor and Subcontractor(s) as a result of this Agreement shall contain all the provisions of this section.

8. Exclusion of Retention

- A. In conformance with 49 CFR 26.29(b)(1), the retention of proceeds required by Public Contract Code Section 10261 shall not apply.

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

9. Contractor's Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under the Welfare and Institutions Code, Chapter 2, commencing with Section 11200, in accordance with the Welfare and Institutions Code, Article 3.9, commencing with Section 11349.

10. Federal Lobbying Activities Certification

- A. Contractor certifies, to the best of its knowledge and belief, that:

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

11. Rebates, Kickbacks, and Other Unlawful Consideration

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any State agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work

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performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback, or other unlawful consideration.

12. Debarment and Suspension Certification

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

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

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

14. 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

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

15. 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.

16. 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.

17. 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 section.

18. Force Majeure

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 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.

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19. Disadvantaged Business Enterprise (DBE) Assurances

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

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

- B. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT Federally assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- 1) Withholding monthly progress payments
 - 2) Assessing sanctions
 - 3) Liquidated damages
 - 4) Disqualifying Contractor from future bidding as non-responsible

Each subcontract signed by the bidder must include this assurance.

20. Title VI Assurances

A. Appendix A

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

1) Compliance with Regulations:

Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the US Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2) Non-Discrimination:

Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment

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practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4) Information and Reports:

Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to Contractor under the Agreement until Contractor complies, and/or
- b) Cancelling, terminating, or suspending an Agreement, in whole or in part.

6) Incorporation of Provisions:

Contractor will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request Caltrans to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Appendix E (Pertinent Non-Discrimination Authorities)

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

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- 1) Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq., 78 Statute 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 460 1) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- 3) Federal-Aid Highway Act of 1973 (23 USC Section 324 et seq.) prohibits discrimination on the basis of sex;
- 4) Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975 (42 USC Section 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- 6) Airport and Airway Improvement Act of 1982 (49 USC Section 471, Section 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
- 7) The Civil Rights Restoration Act of 1987 (PL 100-259) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and contractors, whether such programs or activities are Federally funded or not;
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by USDOT regulations 49 CFR Parts 37 and 38;
- 9) The Federal Aviation Administration's non-discrimination statute (49 USC Section 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with

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Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR Sections 74087-74100);

- 12) Title IX of the Education Amendments of 1972 (20 USC Section 1681 et seq.), as amended, which prohibits you from discriminating because of sex in education programs or activities.

21. ADA Compliance

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

22. Electronic Signatures

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

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

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

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (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 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 Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all its Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to Caltrans 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 Agreement--Federal

2) Coverage shall also include Pesticide/Herbicide Applicator Coverage, or its equivalent, during the term of the contract.

3) 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.

4) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Licenses and Permits

A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **C-27 (Landscaping Contractor)** license issued by the California Contractors State Licensing Board (CSLB).

B. Contractor shall possess a **Pest Control Business** license issued by the California Department of Pesticide Regulation (CDPR).

C. Contractor shall possess a **Qualified Applicator License (QAL)** issued by CDPR.

D. 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.

Exhibit E
Commercial Services Agreement--Federal

- E. 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.
- F. 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.
- G. 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 will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once the State 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 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 Section 7113).
- C. Should the State 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 Contractor 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 the State.

5. Motor Carrier Permit Requirements

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

Exhibit E
Commercial Services Agreement–Federal

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

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

6. Prohibition of Delinquent Taxpayers

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

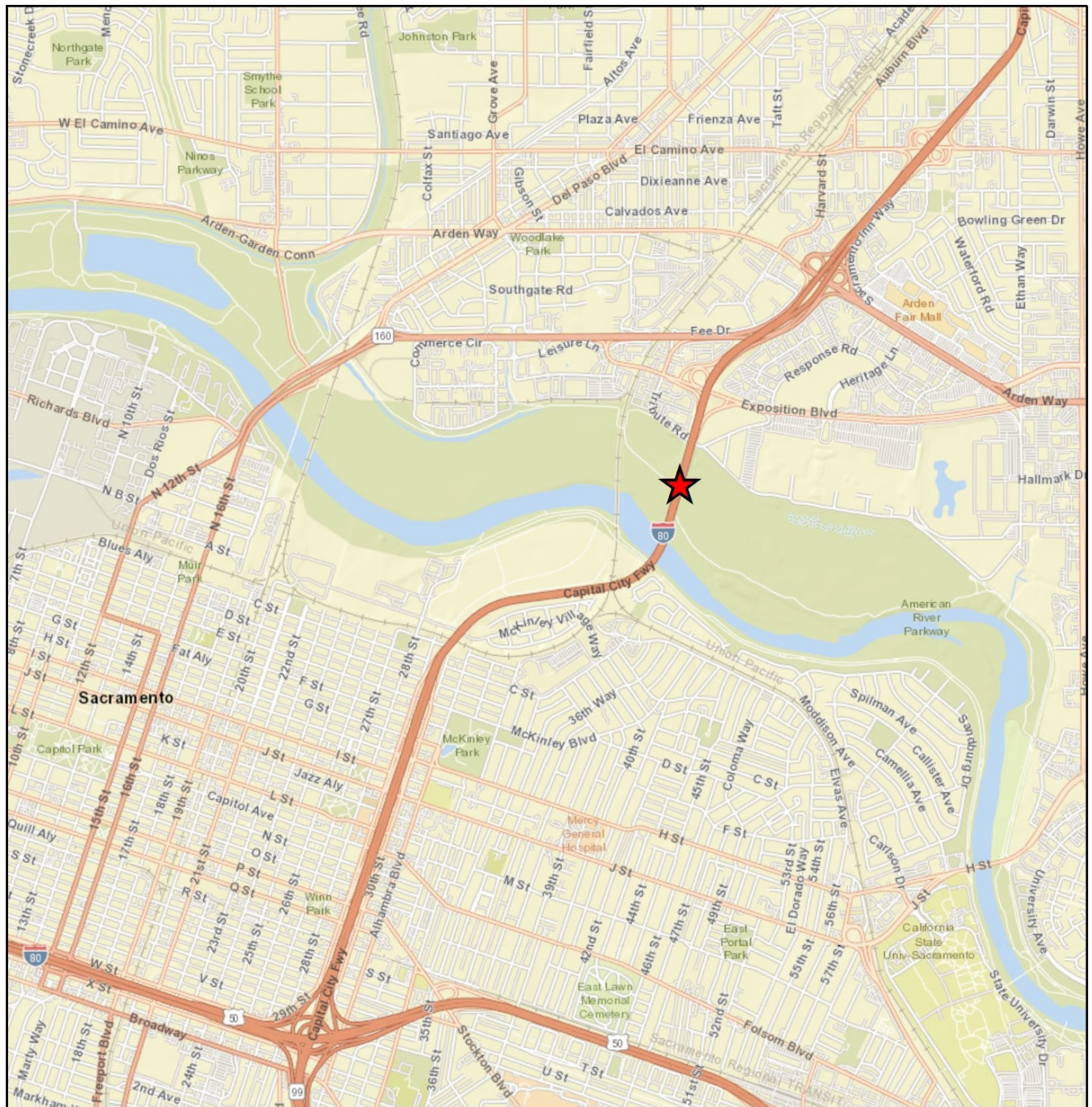
Exhibit F
Commercial Services Agreement–Federal

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

Required Contract Provisions Federal-Aid Construction Contract

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

Vicinity Map



American River Bridge Project (EA: 03-3F070)
SAC-51: PM-2.0-3.5, Sacramento, CA
7-7-21

Legend



Project Location

Map created by: Michael Clegg

2,100 1,050 0 2,100 Feet





**Map of Restoration Sites (1, 3)
American River Bridge Widening Project (03-3F070)**

State Route 51, Postmiles 2.0 - 3.5,
Sacramento County, CA

Map Made by: Michael Clegg
11/20/2025

Legend

-  Site 1: 0.05 ac
-  Site 3: 1.45 ac
-  State Route 51



Service Layer Credits: Source: Esri,
Maxar, Earthstar Geographics, and
the GIS User Community

0 120 240 480 Feet




**Map of Restoration Site 1
American River Bridge Widening Project (03-3F070)**

State Route 51, Postmiles 2.0 - 3.5,
Sacramento County, CA

Map Made by: Michael Clegg
11/20/2025

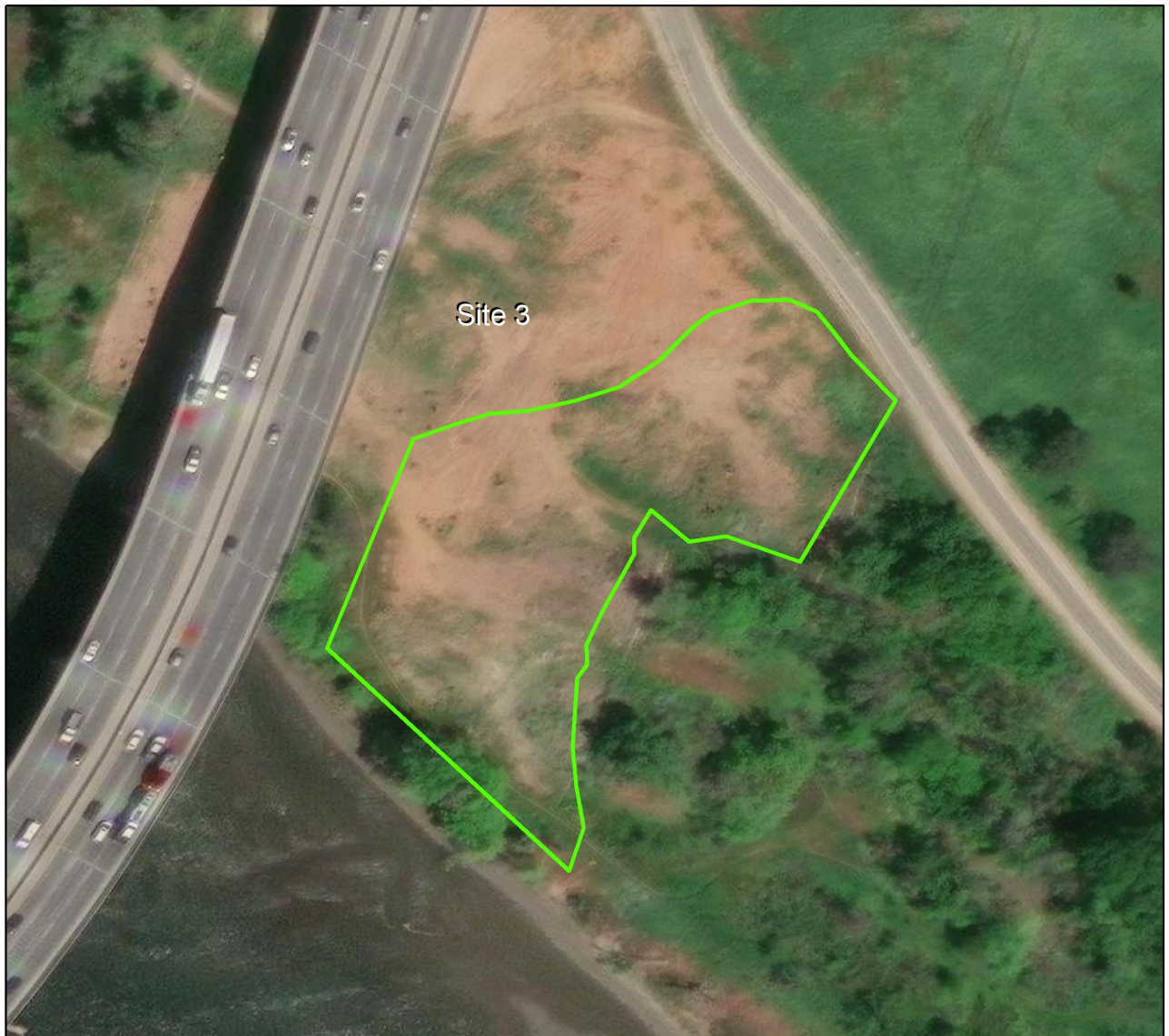


Legend

-  State Route 51
-  Site 1 - 0.05 ac

Service Layer Credits: Source: Esri,
Maxar, Earthstar Geographics, and
the GIS User Community

0 50 100 200 Feet

**Map of Restoration Site 3
American River Bridge Widening Project (03-3F070)**

State Route 51, Postmiles 2.0 - 3.5,
Sacramento County, CA

Map Made by: Michael Clegg
11/20/2025



Legend

-  State Route 51
-  Site 3 - 1.45 ac

Service Layer Credits: Source: Esri,
Maxar, Earthstar Geographics, and
the GIS User Community

0 50 100 200 Feet


Attachment C

Container Plant List					
BOTANICAL NAME	COMMON NAME	Plant Type	Container Size	2026 Plant Order	2027 Plant Order
<i>Acer negundo</i>	Box elder	Tree	Treeband 4 (4" wide x 10" deep)	10	4
<i>Fraxinus latifolia</i>	Oregon ash	Tree	Treeband 4 (4" wide x 10" deep)	8	3
<i>Platanus racemosa</i>	California sycamore	Tree	Treeband 4 (4" wide x 10" deep)	16	6
<i>Populus fremontii</i>	Freemont cottonwood	Tree	Treeband 4 (4" wide x 10" deep)	49	20
<i>Quercus lobata</i>	Valley oak	Tree	Treeband (2.25" sq x 5" deep)	45	18
<i>Quercus wislizenii</i>	Interior live oak	Tree	Treeband 2 (2.38"sq x 5" deep)	45	18
Trees Total:				173	69
<i>Aristolochia californica</i>	Pipevine	Shrub	Treeband 4 (4" wide x 10" deep)	24	10
<i>Baccharis pilularis</i>	Coyote bush	Shrub	Treeband 2 (2.38"sq x 5" deep)	12	5
<i>Baccharis salicifolia</i>	Mule fat	Shrub	Treeband 4 (4" wide x 10" deep)	6	2
<i>Cephalanthus occidentalis</i>	California button willow	Shrub	Treeband 4 (4" wide x 10" deep)	13	5
<i>Cercis occidentalis</i>	Western redbud	Shrub	Treeband 4 (4" wide x 10" deep)	18	7
<i>Rosa californica</i>	California rose	Shrub	Treeband 4 (4" wide x 10" deep)	28	11
Shrubs Total:				101	40
<i>Artemesia douglasiana</i>	California mugwort	Herb	Treeband 2 (2.38"sq x 5" deep)	12	10
<i>Asclepias fascicularis</i>	Narrow-leaf milkweed	Herb	Treeband 2 (2.38"sq x 5" deep)	42	10
<i>Asclepias speciosa</i>	Showy milkweed	Herb	Treeband 2 (2.38"sq x 5" deep)	39	10
<i>Carex barbara</i>	Santa barbara sedge	Herb	Treeband 2 (2.38"sq x 5" deep)	15	0
<i>Carex praegracillis</i>	Clustered field sedge	Herb	Treeband 2 (2.38"sq x 5" deep)	99	40
<i>Euthamia occidentalis</i>	Western goldenrod	Herb	Treeband 2 (2.38"sq x 5" deep)	0	0
<i>Juncus effuses/J. balticus</i>	Bog rush	Herb	Treeband 2 (2.38"sq x 5" deep)	22	0
<i>Symphotrichum chilense</i>	California aster	Herb	Treeband 2 (2.38"sq x 5" deep)	15	10
Herbs Total:				244	80
Plant Order Totals by Year:				518	189

Attachment D

Target Weeds and other Non-native Plants				
Family Name	Scientific Name	Common name	Target Weed	Other Non-natives
Aceraceae	Acer saccharinum	silver maple	X	
Alismataceae	Alisma lanceolatus	water plantain		X
Amaranthaceae	Salsola tragus	Russian thistle		X
Apiaceae	Foeniculum vulgare	fennel	X	
	Conium maculatum	poison hemlock	X	
	Torilis arvensis	hedge parsley		X
Asteraceae	Centaurea solstitialis	yellow star thistle		X
	Carduus pycnocephalus	Italian thistle		
	Cichorium intybus	chicory	X	X
	Cirsium vulgare	bull thistle		X
	Dimorphia graveolens	stinkwort		X
	Helminthotheca echioides	bristly ox-tongue		X
	Hypochaeris glabra	smooth cat's ear		X
	Hypochaeris radicata	rough cat's ear		X
	Lactuca serriola	prickly lettuce		X
	Leontodon taraxacoides	hawkbit		X
	Lepidium latifolium	Whitetop	X	
	Logfia gallica	narrowleaf cottonrose		X
	Matricaria discoidea	pineapple weed		X
	Senecio vulgaris	common groundsel		X
	Sonchus asper	spiny sowthistle		X
	Sonchus oleraceus	common sowthistle		X
Bignoniaceae	Catalpa speciosa	northern catalpa	X	
Brassicaceae	Brassica nigra	black mustard	X	
	Hirschfeldia incana	field mustard		X
Caryophyllaceae	Cerastium glomeratum	mouse ear chickweed		X
	Stellaria media	common chickweed		X
Convolvulaceae	Convolvulus arvensis	field bindweed		X
Dipsacaceae	Dipsacus fullonum	Teasel		X
Fabaceae	Lotus corniculatus	birds foot trefoil		X
	Melilotus indicus	annual yellow sweetclover		X
	Robinia pseudoacacia	black locust	X	
	Sesbania punicea	red sesbania	X	X
	Trifolium campestre	hop clover		X
	Trifolium dubium	suckling clover		X
	Trifolium hirtum	rose clover		X
	Vicia villosa	Vetch	X	
Geraniaceae	Erodium botrys	broadleaf filaree		X
	Erodium cicutarium	redstem filaree		X
	Erodium moschatum	whitestem filaree		X
	Geranium dissectum	cutleaf geranium		X
	Geranium molle	dovefoot geranium		X
Haloragaceae	Myriophyllum aquaticum	parrot's feather		X
Hypericaceae	Hypericum perforatum	Klamath weed		X

Attachment D

Juglandaceae	<i>Juglans hindsii/regii</i>	black wlanut hybrid	X	
Lamiaceae	<i>Mentha pulegium</i>	pennyroyal		X
Lythraceae	<i>Lythrum hyssopifolia</i>	hyssop loosetrife		X
Moraceae	<i>Ficus carica</i>	common fig	X	
	<i>Morus alba</i>	white mulberry		X
Myrtaceae	<i>Eucalyptus globulus</i>	blue gum eucalyptus	X	
Oleaceae	<i>Ligustrum sp</i>	privet		X
	<i>Olea europa</i>	olive		X
Phytoaccaceae	<i>Phytolacca americana</i>	poke weed		X
Plantaginaceae	<i>Plantago coronopus</i>	buckhorn plantain		X
	<i>Plantago lanceolata</i>	English plantain		X
	<i>Plantago minor</i>	common plantain		X
Poaceae	<i>Aegilops triuncialis</i>	barbed goat grass		X
	<i>Aira caryophyllea</i>	silver hairgrass		X
	<i>Arundo donax</i>	giant reed grass		X
	<i>Avena barbata</i>	slender wild oat		X
	<i>Aven fatua</i>	wild oat		X
	<i>Briza minor</i>	little quaking grass		X
	<i>Bromus rigidus</i>	ripgut grass	X	
	<i>Bromus hordeaceus</i>	soft chess		X
	<i>Bromus madritensis</i>	red brome		X
	<i>Cynodon dactylon</i>	Bermuda grass		X
	<i>Cynosurus echinatus</i>	hedgehog dogtail grass		X
	<i>Elymus caput-medusae</i>	medusahead grass		X
	<i>Festuca bromoides</i>	brome fescue		X
	<i>Festuca myuros</i>	rattail fescue		X
	<i>Festuca perennis</i>	Italian ryegrass		X
	<i>Gastridium phleoides</i>	nit grass		X
	<i>Hordeum murinum</i>	foxtail barley		X
	<i>Paspalum dilatatum</i>	dallis grass		X
	<i>Phalaris aquatica</i>	Harding grass		X
	<i>Polypogon monspeliensis</i>	Rabbits foot grass		X
	<i>Sorghum halepense</i>	Johnson grass		X
Polygonaceae	<i>Polygonum aviculare</i>	prostrate knotweed		X
	<i>Polygonum australist</i>	Chilean beardgrass		X
	<i>Rumex acetosella</i>	sheep sorrel		X
	<i>Rumex crispus</i>	curley dock		X
Rosaceae	<i>Rubus armeniacus</i>	Armenian blackberry	X	
Simaroubaceae	<i>Ailanthus altissima</i>	tree of heaven		X
Ulmaceae	<i>Ulmus pumilla</i>	siberian elm	X	
Verbenaceae	<i>Verbena bonariensis</i>	purpletop vervain	X	

Attachment E
Seed List of Native California Species

Contractor's Name TBD
Agreement Number 03A4149
Page 1 of 1

Seed List	
BOTANICAL NAME	COMMON NAME
<i>Achillea millefolium</i>	Yarrow
<i>Acmispon americanus</i>	Spanish clover
<i>Artemesia douglasiana</i>	Mugwort
<i>Elymus glaucus</i>	Blue wild rye
<i>Bromus carinatus</i>	California brome
<i>Eschscholzia californica</i>	California poppy
<i>Hordeum brachyantherum</i> var. <i>brachyantherum</i>	Meadow barley
<i>Leymus triticoides</i>	Creeping wildrye
<i>Lupinus bicolor</i>	Bicolored lupine
<i>Stipa pulchra</i>	Purple needle grass