

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 3, 2026

**Invitation for Bid (IFB)
IFB # 03A4120
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 03A4120**, titled **Riparian Habitat Restoration Project – Placer 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 14, 2026**. See **Section C, Time Schedule** for more details.

ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENT 1, 3, and 4) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 2, REQUIRED DOCUMENTS.

Sincerely,

Phuong Vu

Contract Analyst

A) Purpose and Description of Services

1. Contractor shall provide all labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide site preparation, seeding, planting, watering, weeding, erosion control and plant protection services for the Placerville 49 Safety Barrier Restoration Project to Caltrans.
2. The services shall be performed in Placer County, California along Highway 49 between Post Miles (PMs) 8.7 and 10.6. The restoration project is a total of 1.06 acres, with 0.85 acres of planting and 1.06 acres of vegetation control onsite, divided among four locations. Site 1 is located at the southwest corner of Highway 49 and Lone Star Road. While sites 2, 3 and 4 are located northwest of the corner of Lorenson Road and Highway 49.
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. Bidder shall possess at time of bid submittal, a current and active **C-27 (Landscaping Contractor)** license issued by the Contractors State License Board (CSLB), and shall have held this license for a minimum of four (4) years 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 wetland, riparian, and/or oak woodland habitats.
 - B. Bidder shall include three (3) references from successful California native wetland, riparian, and/or oak woodland 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 3 (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 planting, weeding and watering tasks (if awarded). Bidder's Restoration Specialist shall possess the following:
 - A. Experienced with identification of Sacramento Foothill, wetland, riparian and oak woodland plant species, including native plants as well as non-native weeds listed in **Attachment C, Target Weeds and Other Non-native Plants**.
 - B. A bachelor's degree in botany, plant science, biology (or related), restoration ecology, forestry, horticulture, agriculture (or related), or environmental studies (or related). 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, or five (5) years' experience working with California wetland, riparian, and/or oak woodland mitigation implementation oversight.
 - D. Bidder must complete and return **Attachment 4 (Restoration Specialist Experience Letter and References)** and documents identified within **Attachment 4 (Restoration Specialist Experience Letter and References)** 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 submit 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's 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	8/03/26	
Mandatory Site Inspection	8/14/26	10:00 a.m.
Written Question Submittal	8/17/26	5:00 p.m.
Final Date and Time for Bid Submission	8/25/26	2:00 p.m.
Bid Opening	8/25/26	2:30 p.m.
Proposed Award Date (estimate)	9/01/26	

2. Site Inspection

- A. A mandatory site inspection is scheduled at **10:00 a.m., August 14, 2026**, at Coordinates: 38.978336, -121.109124, and will carpool to the other planting site due to limited parking for the purpose of discussing concerns regarding this IFB.
- 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 17, 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. 03A4120**.
- 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 Placer 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 (Landscaping 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. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement, Exhibit A**. If a subcontractor(s) is/are used, complete the **Subcontracting Provisions/List (ADM-1511)**. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

13. 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.

14. 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.

15. California Civil Rights Laws

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

16. Darfur Contracting Act

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

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

17. 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.

18. 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.

19. Bid Submittal

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

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

YOUR RETURN ADDRESS **Agreement No. 03A4120**
 Bid Due Date: August 25, 2026
 Bid Due Time: 2:00 p.m.
 Bid Opening Date: August 25, 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 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder

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

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

20. 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.

21. 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.

22. Protest

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

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

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

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

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

23. 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.

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	248	Per Plant	All labor, tools, equipment, materials, travel, and incidentals necessary to provide site preparation work, per STD 213, Exhibit A, Scope of Work, Item 6(C).	\$	\$
2	248	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, Item 6(D).	\$	\$
3	182	Per Cutting	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install willow cuttings, per STD 213, Exhibit A, Scope of Work, Item 6(E).	\$	\$
4	155	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, Item 6(F).	\$	\$
5	224	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, Item 6(G).	\$	\$
6	86	Per Occurrence	All labor, tools, equipment, materials, travel, and incidentals necessary to provide watering services, per STD 213, Exhibit A, Scope of Work, Item 6(H).	\$	\$
7	136	Per Guard	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install metal tree guards, per STD 213, Exhibit A, Scope of Work, Item 6(I).	\$	\$
8	136	Per Guard	All labor, tools, equipment, materials, travel, and incidentals necessary to remove metal tree guards, per STD 213, Exhibit A, Scope of Work, Item 6(J).	\$	\$

BID PROPOSAL**Attachment 1**

ADM-1412 (REV. 11/2025)

9	500	Per Linear Foot	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install field fencing and gates, per STD 213, Exhibit A, Scope of Work, Item 6(K).	\$	\$
10	500	Per Linear Foot	All labor, tools, equipment, materials, travel, and incidentals necessary to remove installed field fencing and gates, per STD 213, Exhibit A, Scope of Work, Item 6(L).	\$	\$
11	17	Per 1.06 acres	All labor, tools, equipment, materials, travel, and incidentals necessary to provide weed mowing, per STD 213, Exhibit A, Scope of Work, Item 6(M).	\$	\$
12	17	Per 0.79 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, Item 6(N).	\$	\$
13	130	Per Foot	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install coir wattles, per STD 213, Exhibit A, Scope of Work, Item 6(O).	\$	\$
14	10	Per 0.212 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, Item 6(P).	\$	\$
15	10	Per 0.212 of an acre	All labor, tools, equipment, materials, travel, and incidentals necessary to provide and install straw, per STD 213, Exhibit A, Scope of Work Item 6(Q).	\$	\$
16	110	Per occurrence	All labor, tools, equipment, materials, travel, and incidentals necessary to clean vehicles, tools, and clothes prior to entering site, and fill out tracking form, per STD 213, Exhibit A, Scope of Work Item 6(R).	\$	\$
1) The above quantities are estimates only and are given as a basis for comparison of quotes. 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 quote proposal sheet. Any alterations, modifications, or changes to this quote 4) Each line item must be quoted. Do not leave any unit price column blank or this quote proposal sheet will be deemed non-responsive.				Total This Proposal	\$

Attachment 2 Required Documents

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

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Attachment 3 - Prime Contractor Experience Letter and References
- ☐ Attachment 4 - Restoration Specialist Experience Letter and References
- ☐ Copy of Restoration Specialist Degree
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Copy of Pest Control Business license issued by CDPR
- ☐ Copy of QAL issued by CDPR
- ☐ Subcontracting Provision/List (DOT ADM-1511) [Subcontracting Provisions/List](#)
- ☐ 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](#)

1. A minimum of five (5) years' restoration and maintenance experience with California native wetland, riparian, and/or oak woodland habitats.
2. Three (3) references of successful California native wetland, riparian, and/or oak woodland restoration and mitigation planting projects with over 3,000 plants and a minimum three (3) year 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

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

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

Detailed Description of Services Performed (include information pertaining to invasive weed management and herbivory management services performed):

Attachment 4
Restoration Specialist Experience Letter and References

Bidder Company Name: _____

Bidder: Complete the following form to document your attainment of **IFB 03A4120, Section B (Bidder's Minimum Qualifications), Item 3**, Bidder must possess the following:

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

Name of Restoration Specialist: _____

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

- | | | | |
|-----------------------------------|--------------------------------------|--|--|
| ☐ Botany | ☐ Biology | ☐ Restoration Ecology | ☐ Horticulture |
| ☐ Forestry | ☐ Agriculture | ☐ Plant Sciences | ☐ Environmental Studies |

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 experience with identification of Inland Northern California native wetland, riparian, and/or oak woodland plant species and identification of non-native weeds):

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

03A4120

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 Caltrans 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	14
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	11
+ - Exhibit E	Additional Provisions	4
+ - Exhibit F	Required Contract Provisions Federal-Aid Construction Contract	1
+ - Attachment 1	Bid Proposal (attached upon award)	2
+ - Attachment 2	Subcontracting Provisions/List (ADM-1511) (attached upon award)	TBD
+ - Attachment A	Map of Planting Sites	4
+ - Attachment B	Container Plant List	1
+ - Attachment C	Target Weeds and Non-native Plants	3
+ - Attachment D	Seed List of Native CA Species	1
+ - Attachment E	Equipment Cleaning Log	1
+ - Attachment F	Federal Prevailing Wage Determinations (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

03A4120

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)

PCC 10295(c)(3)

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, erosion control and plant protection services for the Placer 49 Safety Barrier Restoration Project to the California Department of Transportation (Caltrans) as described herein.
2. The services shall be performed in Placer County, California along Highway 49 between Post Miles (PMs) 8.7 and 10.6, identified on **Attachment A, Map of Planting Sites**. The restoration project is a total of 1.06 acres, with 0.85 acres of planting and 1.06 acres of vegetation control onsite, divided among four (4) locations. Site 1 is located at the southwest corner of Highway 49 and Lone Star Road. While sites 2, 3 and 4 are located northwest of the corner of Lorensen Road and Highway 49.
3. Any reference to Caltrans Contract Manager shall also include their designee.
4. This Agreement will commence on **September 15, 2026 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **September 14, 2031 (estimate)**. The services shall be provided during working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: Environmental	Section/Unit: N/A
Caltrans Contract Manager: TBD	Project Manager:
Address: 703 B Street Marysville, CA 95901	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

6. 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 Caltrans Contract Manager has given Contractor the Notice to Proceed (NTP), a pre-work meeting will be held to discuss the site preparation, planting, watering, and weeding prior to the start of any work under this Agreement, and in accordance with this **Exhibit A, Scope of Work**.

Exhibit A
Commercial Services Agreement--Federal

C. Contractor shall provide the following site preparation:

- 1) Contractor shall dig up to, and no more than, 248 planting holes in the 0.85 acre planting areas (Shown on **Attachment A, Map of Planting Sites, Figures 3 and 4**; with an estimated number of 191 holes dug in 2026 and an estimated number of 57 replacement holes dug over 2027, 2028, and 2029 as needed and directed by Caltrans Contract Manager. Holes may be dug using auger, hand tools or other methods approved by Caltrans Contract Manager. Soils primarily consist of rocky, clayey loam. The number of holes listed is an estimate and actual amount will be determined at time of planting by Caltrans Contract Manager.
 - a) Location for planting holes and individual species will be flagged by Caltrans Contract Manager.
 - b) Holes shall be dug up to a maximum of two feet (2') deep and two feet (2') wide as directed or approved by Caltrans Contract Manager. Soil conditions vary throughout the sites, and the holes size will vary according to the soil conditions. The dimensions of the planting hole are an estimate and the actual dimensions will be determined at the time of planting as approved and directed by Caltrans Contract Manager.
 - c) 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 two (2) parts wood mulch, two (2) parts native topsoil and one (1) part compost until uniform. Holes shall be completely filled with no voids up to ground level. In areas with intact and nutrient rich soils, soil amendments may not be added as directed and approved by Caltrans Contract Manager.
 - d) After holes are dug, they may only remain open for a maximum of one (1) week before being planted and covered with mulch.
- 2) Contractor shall provide wood mulch and compost with approval by Caltrans Contract Manager.
 - a) Wood mulch shall be a tub ground blend, with wood pieces ranging from fines to seven inches (7"), with no more than twenty-five percent (25%) of material less than one inch (1") in size. Mulch shall be generated from non-allopathic woody material from fruit trees (material other than oak, redwood and eucalyptus).
 - b) Compost shall be finished compost consisting 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) Mulch and finished compost shall be handled with equipment that has been sanitized since being in contact with other potentially contaminated material (e.g. unfinished compost, yard trimmings, soil from other sites).
 - d) Prior to delivering wood mulch and compost to the site, Contractor shall provide Caltrans Contract Manager with a sample for approval. Wood mulch and compost must be obtained from source materials originating from northern California Sierra Nevada foothill sources, although inland northern California sources may be used if Sierra Nevada foothill sources are unavailable.

Exhibit A
Commercial Services Agreement--Federal

- 3) Digging and amending of planting holes shall be completed each planting year by December 8th. Schedule may be adjusted to account for flooding or other unforeseen events as approved and directed by Caltrans Contract Manager. Contractor shall obtain approval by Caltrans Contract Manager prior to the digging and amending of planting holes.

D. Contractor shall provide the following when planting container plants:

- 1) Contractor shall plant a total of up to, and no more than 248 container plants across the 0.85 acre planting areas (shown on **Attachment A, Map of Planting Sites, Figures 3 and 4**); with an estimated number of 191 plants planted in 2026 and an estimated number of 57 replacement plants planted over 2027, 2028, and 2029 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 by Caltrans Contract Manager. Initial fall 2026 planting may be delayed depending on execution date of contract and winter flooding, as approved and directed by Caltrans Contract Manager.
 - a) Container plants shall consist of trees, shrubs and herbs shown in **Attachment B, Container Plant List**. Trees, shrubs and herbs must be provided in the container sizes specified in **Attachment B, Container Plant List**. Plant species and/or container size substitutions must be approved by Caltrans Contract Manager.
 - b) Trees and shrubs shall be planted on approximately fifteen-foot (15') centers. Herbs shall be planted where indicated by Caltrans Contract Manager.
 - c) 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, 2027, 2028 and 2029, then Contractor shall pre-water the planting areas to a two-foot (2') depth, prior to planting on the same day as planting.
 - d) The planting window for container plants is October 15 through December 15 of each planting year within this Agreement.
 - e) 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 NTP. Plants must be obtained from source materials originating from and produced in inland northern California Sierra Nevada foothills, or other inland northern California source as approved by Caltrans Contract Manager, 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. Order and source must be approved by Caltrans Contract Manager prior to purchase. Container plants must have established roots and be healthy, in good condition, and free of disease and damage.

Exhibit A
Commercial Services Agreement--Federal

- 3) Plants shall be delivered to the project site in types and quantities shown in 2026 Planting (**Attachment B, Container Plant List**) at a location and schedule determined by Contractor.

E. Contractor shall provide the following willow cuttings:

Contractor shall cut, prepare, and plant up to 182 willow stakes in Planting Site 1 (see **Attachment A, Map of Planting Sites, Figure 3: Planting Site 1**) as follows:

- 1) Willow cuttings are to consist of Arroyo willow (*Salix lasiolepis*) and Sandbar Willow (*Salix exigua*).
- 2) Contractor shall install up to 140 willow cuttings in 2026, and up to 42 cuttings over 2027, 2028, and 2029. Of the estimated 140 cuttings planted in 2026, Contractor shall install at least fifty percent (50%) *S. lasiolepis* cuttings and as much as fifty percent (50%) *S. exigua* cuttings or as directed and approved by Caltrans Contract Manager. Distribution of the number of cuttings per species during any 2027, 2028, and 2029 plantings will be determined at the time of planting. The exact distribution of each species will be determined at the time of planting by, and/or with the approval of Caltrans Contract Manager. Cutting numbers are an estimate and the actual number will be determined at the time of planting by Caltrans Contract Manager.
- 3) Willows shall be planted on approximately five-foot (5') centers.
- 4) Willows shall be planted December 15th through February 7th 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 ensure that the cutting areas are pre-wet to at least five inches (5"). Any changes in planting dates may be approved and directed by Caltrans Contract Manager.
- 5) Willows shall be collected from the vicinity of the project from a location approved by Caltrans Contract Manager in coordination with Caltrans Contract Manager.
- 6) Willow stake must be ½-1¾ inches in diameter (over the entire length) and 2.5 to 5 feet long.
- 7) Contractor may take from up to fifty percent (50%) of the plant population growing in an area and up to thirty percent (30%) of each individual plant. Each cutting shall be one-half inch (1/2") to one inch (1") in diameter and twenty-four to thirty inches (24-30") in length. Cuttings shall be straight sections of new growth, without any damaged sections (splits in bark, insect damage holes, etc.).
- 8) The base of the cuttings shall be cut at a 45-degree angle directly below a node.
- 9) Cuttings shall be planted so that eighteen to twenty-four inches (18-24") and at least four (4) nodes of the cutting are buried, and six inches (6") and at least two (2) nodes are above ground. Cuttings shall be planted in their original direction of growth, with nodes pointing upwards. Willows can be taken up to one (1) week before planting, as long as they are kept with one (1) end submerged in several inches of water and not allowed to dry out. Water shall be changed every three (3) days.

Exhibit A
Commercial Services Agreement--Federal

F. Contractor shall provide the following when installing plant and tree shelters:

- 1) Contractor shall install up to, and no more than, 155 tree shelters immediately after planting trees; with an estimated number of 131 tree shelters installed in 2026 and an estimated number of 24 replacement tree shelters installed over 2027, 2028, and 2029 as needed and as directed by Caltrans Contract Manager. The number of 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 at the top and bottom to hardwood stakes that are driven two foot (2') into the ground.
- 2) No trees shall remain un-covered after planting for more than three (3) days before installing tree shelter.
- 3) Shelters shall consist of UV-stabilized polypropylene co-polymer tubes two foot (2') tall by five (5) to seven (7) inches in diameter, hardwood stakes four foot (4') x one inch (1") x one inch (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. Shelters shall have ventilation holes to promote healthy growing conditions. Changes to tree shelters must be approved by Caltrans Contract Manager.
- 4) Prior to delivering tree shelters to site, Contractor shall provide Caltrans Contract Manager with a sample for approval.

G. Contractor shall provide the following when installing tree mulch pads:

- 1) Contractor shall scrape two-foot (2') radius area around each planted tree or shrub to bare ground to prepare tree mulch pad, creating a slightly depressed circular bowl up to two inches (2") lower than surrounding ground level.
- 2) Contractor shall cover all tree mulch pads with wood mulch immediately after installing container plants; with up to, and no more than 224, pads installed, and an estimated number of 173 tree mulch pads installed in 2026 and an estimated number of 51 mulch pads installed over 2027, 2028, and 2029 as needed and as directed by Caltrans Contract Manager. Each plant shall receive a four-inch (4") depth of mulch, placed in a two-foot (2') radius circle around the plant.
- 3) Mulch shall be generated from non-allelopathic woody material from fruit trees, (material other than oak, redwood and eucalyptus), and shall be tub ground or shreds ranging in size from seven inches (7") to fines, with no more than twenty-five percent (25%) of the mulch being less than one inch (1").
- 4) Prior to delivering mulch to site, Contractor shall provide Caltrans Contract Manager with a sample for approval.

Exhibit A
Commercial Services Agreement--Federal

H. Contractor shall provide the following watering services:

- 1) Watering shall be done with a small water truck or all-terrain vehicle (ATV), temporary drip irrigation system, by hose, 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. Contractor shall be responsible for replacing and responsibly disposing of any broken or unusable irrigation material throughout the duration of this Agreement.
- 2) If Contractor decides to use a drip irrigation system, Contractor must install check valves that allow water flow to be stopped, along the irrigation line in locations directed and approved by Caltrans Contract Manager. If a drip irrigation system is installed, Contractor shall provide Caltrans Contract Manager with a sample of the check valve for approval.
- 3) Any irrigation lines installed in the planting area are the responsibility of Contractor to remove from the Caltrans State Right of Way at the conclusion of watering services and dispose of responsibly.
- 4) It shall be the responsibility of Contractor to identify water source(s) and obtain all permits and permissions associated with accessing water.
- 5) Watering shall be performed so that up to 199 plants, are watered immediately after planting or staking, and then as needed, and at the direction of Caltrans Contract Manager.
- 6) A minimum of four (4) gallons shall be applied to each plant for each watering. Watering shall be performed such that plants are saturated and water penetrates to a minimum of two feet (2') below ground, at each watering effort. Water shall be applied to immediate area adjacent tree shelters, but water is not to be applied directly into shelters or onto plants to prevent mold from forming on leaves. Watering must be done in such a way that water absorbs into ground adjacent plant and does not form puddles that allow water to drain off of tree mulch pad.
- 7) Watering of the four (4) sites is proposed up to 86 times over the term of this Agreement, which shall allow for one (1) watering immediately after planting, watering every two (2) weeks over the dry season (May through October), and allow for Fall/Winter watering as needed. Watering shall be focused from May through October, but available if needed in Fall/Winter based on actual precipitation. The number of waterings listed is an estimate and the actual amount will be determined based on need by Caltrans Contract Manager.
- 8) The estimated watering schedule is as follows:
 - a) 2026 – All estimated 199 plants shall be watered one (1) time immediately after planting and then watered afterward as needed through December 2026 at the direction of Caltrans Contract Manager, for a maximum of six (6) additional times if natural precipitation does not occur or is not consistent.
 - b) 2027 – All plants shall be watered as needed and as directed by Caltrans Contract Manager, a maximum of 30 times spread over the period between January through December 2027. Watering over this period shall include

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watering of up to 199 plants. It is estimated that plants will need to be watered up to three (3) times a month through the dry season (May through October) with an additional 12 times over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees planted in fall 2027 will need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground.

- c) 2028 – All Plants shall be watered as needed and as directed by Caltrans Contract Manager, a maximum of 27 times spread over the period between January through December 2028. Watering over this period shall include watering of up to 199 plants. It is estimated that plants will need to be watered up to three times a month through the dry season (May through October) with an additional nine (9) times over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees planted in fall 2028 will need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground.
 - d) 2029 – All plants shall be watered as needed and as directed by Caltrans Contract Manager, a maximum of 22 times spread over the period between January through December 2029. Watering over this period shall include watering of up to 199 plants. It is estimated that plants will need to be watered up to three times a month through the dry season (May through October) and an additional four (4) times over winter if natural precipitation does not occur or is not consistent, as needed and directed by Caltrans Contract Manager. Any replacement trees planted in fall 2029 will need to be watered after planting and as needed until natural precipitation has sufficiently wetted the ground.
- I. Contractor shall provide and install metal tree guards as follows:
- 1) Contractor shall provide and install up to, and no more than, 136 metal tree guards, with an estimated number of 114 tree guards on tree plantings in the fall of 2026 and an estimated number of 22 tree guards installed over 2027, 2028, and 2029, as needed and as directed by Caltrans Contract Manager.
 - a) Tree guards shall be placed with plant in center of guard, with plant not obstructed by shelter.
 - b) Two and half-inch (2.5") rebar stakes shall be driven two foot (2') into the ground on four sides of each tree guard, with stakes spaced evenly apart. Tree guards shall be securely attached to 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.
 - 2) Tree guards shall consist of metal field fencing, rebar stakes and metal clips or metal ties. Tree guards shall be cylindrical in shape, five-foot (5') tall by three-foot (3') in diameter, and be made of one (1) continuous piece of 12.5-gauge galvanized metal field fencing with two-inch (2") by four-inch (4") mesh openings. The seam of each tree guard shall be secured with metal clips or ties spaced every 12 inches apart from the bottom to top of field fencing.

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- 3) Contractor shall remove any debris captured by tree cages such as debris caused by floods or storms. Organic, non-invasive material may be left on the planting site. Inorganic or invasive material may be disposed of off-site and in a responsible manner.
 - 4) Prior to delivering tree guards to site, Contractor shall provide Caltrans Contract Manager with a sample for approval.
 - 5) Contractor shall furnish and provide tree guards with approval by Caltrans Contract Manager.
- J. Contractor shall remove metal tree guards as follows:
- 1) Contractor shall remove up to 136 protective metal cages, once trees have grown to a height sufficient to prevent animal grazing or as directed by Caltrans Contract Manager. If this height is not achieved by the final year, the metal cages shall be removed at that time, or as directed by Caltrans Contract Manager. Sufficient height shall be determined by Caltrans Contract Manager.
 - 2) Tree guards shall be removed from the site and disposed of legally and responsibly.
- K. Contractor shall provide the following when installing new fencing and gates:
- 1) Contractor shall provide and install up to 250 linear feet of fencing installed around the perimeter of planting Site 2 and replace as much as 250 linear feet of damaged fencing during the remainder of this Agreement as needed and as directed by Caltrans Contract Manager.
 - 2) Fencing shall be seven-feet (7') tall above ground and consist of metal t-posts, 12.5-gauge metal mesh fencing, t-post clips, and ground stakes. The purpose of the fencing is to increase visibility of the planting sites, and to prevent people and deer from entering the restoration sites.
 - a) T-posts are to be made of steel, coated with a rust-resistant coating, have studs along the interior length of the post, have a height of nine feet (9'), and a minimum width of one and a half inches (1.5"). T-posts shall be installed with two feet (2') submerged in the ground.
 - b) T-posts shall be installed in soil firm enough to hold the posts in a sturdy, upright position for five (5) years. Loose substrates such as sand or gravel shall be avoided, or a hole two feet and a half (2.5') deep shall be dug in the loose substrate, filled with soil, and compacted so that it can hold the stake upright for the duration of this Agreement.
 - c) Field fencing is to consist of seven-foot (7') tall, twelve and a half (12.5) or thicker gauge metal mesh fencing. Mesh shall be no more than four inches (4") in height and/or width, and no less than two inches (2") in height and/or width. Fencing shall be silver, not green, black, or another color that easily blends in with the surrounding environment. Field fencing is to be securely attached to the top, middle, and bottom of the t-posts using t-post clips. T-posts shall be placed every ten feet (10') along the length of the fence. Field fencing is to be staked to the ground using heavy duty ground staples or other similar methods every ten (10) feet, between T-posts, to further secure the fencing. Metal stakes or landscape

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staples are to be used that are six-inches (6") in length. Stakes are to be inserted into the ground their full length so that fencing is pulled flush with the ground.

- d) The planting area is to have a seven-foot (7') tall by four-foot (4') wide gate to provide access necessary to maintain plantings, for a total of one (1) gate at Site 2. Gate shall be comprised of twelve and half (12.5) gauge metal field fencing with no more than four inches (4") in height and/or width, and no less than two inches (2") in height and/or width, and a metal frame to provide structural support, or as agreed and decided upon by Caltrans Contract Manager. Gates shall be able to be locked.
- 3) Fencing shall be installed at time of planting and remain in place until end of Agreement.
- 4) Fencing shall be constructed in such a manner as to stay upright and intact for the duration of this Agreement, with no gaps along the length of the fencing.
- 5) Prior to delivering fencing material to site, Contractor shall provide Caltrans Contract Manager with a sample for approval.
- 6) If fencing is damaged by flooding, the public, or other unforeseen circumstances, then Contractor shall perform repairs by installing replacement fencing to ensure that there are no gaps in the fencing.
- L. Contractor shall provide the following when removing fencing from Site 2:
Contractor shall remove up to 500 feet of fencing and dispose of in a responsible manner as needed if the fence is replaced, and/or at the conclusion of this Agreement.
- M. Contractor shall provide the following weed mowing services in the planting area:
 - 1) Weed 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.
 - 2) Weed mowing shall be performed so that all unflagged grasses and herbaceous vegetation are mowed to height of two to four inches (2-4") above ground level across the across the 1.06 acre planting, access, and parking areas, and ten to fifteen feet (10-15') wide across the access paths (shown on **Attachment A, Map of Planting Sites, Figures 3 and 4**) each mowing, including in and around tree and plant shelters, guards and flagged plants. Contractor shall avoid flagged plants while mowing. Vegetation to be mowed primarily consists of annual non-native grasses and herbs. Some newly established woody plants such as blackberry and/or seedling trees and shrubs may be present in mowing areas.
 - 3) Weed mowing of the four sites is proposed seventeen (17) times over the term of this Agreement, which shall allow for the planting and vegetation control areas to be mowed one (1) time prior to first planting and then three (3) times in 2027, 2028, and 2029, with seven (7) additional times as needed and as directed by Caltrans Contract Manager. The number of weed mowings listed is an estimate and the actual amount will be determined on a yearly basis by Caltrans Contract Manager. Mowing shall be done in the spring after new year's growth of annual weeds has established and again in late summer or fall after second flush of annual weeds has established, as needed and on a schedule determined by Caltrans Contract Manager.

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- 4) Care shall be taken to avoid damage to plantings within the planting areas during mowing efforts. Contractor shall assume responsibility for any damages to tree guards, tree shelters, irrigation lines, or other Caltrans assets within the ROW as a result of mowing or other maintenance activities.
 - 5) When performing mowing, Contractor must 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.
- N. Contractor shall provide the following target weed removal:
- 1) Contractor shall remove target weeds from up to 0.79 of an acre section of the 1.06-acre planting and access/parking areas (shown on **Attachment A, Map of Planting Sites, Figures 3 and 4**) on a as needed basis and as directed by Caltrans Contract Manager. Target weeds are considered invasive and if left alone will expand over the site and overgrow plantings and limit survival.
 - 2) There are currently five (5) target weeds present of the site in the planting area:
 - a) Himalayan blackberry (*Rubus armeniacus*).
 - b) Yellow star-thistle (*Centaurea solstitialis*)
 - c) Peppermint (*Mentha x piperita*)
 - d) Common smartweed (*Persicaria hydropiper*)
 - e) Skeletonweed (*Chondrilla juncea*)
 - 3) Contractor shall remove target weeds including any new target weeds that establish in the planting and access areas, a maximum of seventeen (17) times, for up to 13.43 acres of target weed removal within the term of this Agreement. The number of target weed removals listed is an estimate and the actual amount needed will be determined on a yearly basis by Caltrans Contract Manager.
 - a) Target weeds shall be removed by hand or by small equipment, with root removal to six inches (6") below soil surface. Heavy equipment to remove target weeds will require prior approval and be at the direction of Caltrans Contract Manager.
 - b) Himalayan blackberry (*Rubus armeniacus*) may also be removed by cutting vines at one foot above ground level, remove cut portions from planting area and applying basal bark herbicide treatment to one (1) foot sections of plants that remain. Herbicide shall be applied during late summer or fall. Any herbicide use will require prior approval and be at the direction of Caltrans Contract Manager.
 - c) Yellow Star-thistle (*Centaurea solstitialis*) and Skeletonweed (*Chondrilla juncea*) may also be removed by application of post-emergence herbicide to plants prior to bolting, or as directed by the herbicide used. Any herbicide use will require prior approval and be at the direction of Caltrans Contract Manager.

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- d) If there is risk of erosion from invasive species removal, Contractor shall install coir logs along the waterway according to this **Exhibit A, Scope of Work, Section O**. Caltrans Contract Manager may direct or approve the use/necessity of coir wattles if need is determined.
 - e) Contractor shall obtain approval by Caltrans Contract Manager on the proposed removal method and use of equipment prior to the start of work.
 - f) Target weed material shall be removed from the planting and access areas. If target weeds have set seed, they shall immediately be placed in enclosed bags upon removal. Contractor shall dispose of any materials in a legal and proper manner at a location pre-approved by Caltrans Contract Manager.
 - g) The estimated schedule for target weed removal shall occur one (1) time in 2026 before planting, two (2) times in 2027, two (2) times in 2028, and then two (2) times in 2029. Ten (10) additional target weed removal services may be used at the discretion of Caltrans Contract Manager.
 - h) A list of Target Weeds for this project is provided in **Attachment C, Target Weeds and Non-native Plants**.
- O. Contractor shall provide the following coir wattles:
- Contractor shall install up to 130 feet of coir wattles as follows:
- a) Coir wattles shall be installed along water features if there is a risk of sediment entering waterways due to removal of invasive species, or as directed by Caltrans Contract Manager.
 - b) Coir wattles shall be twelve inches (12") in diameter.
 - c) Wattles shall not have a monofilament mesh on the outside.
 - d) Coir logs shall be installed by digging a trench 2/3 of the diameter of the coir wattles. Coir wattles shall be secured with eighteen to twenty-four inch (18-24") wooden stakes installed at least one and a half (1.5) feet deep. Stakes shall be installed every three (3) feet or as necessary.
- P. Contractor shall provide and perform the following when seeding bare ground sections of planting area:
- 1) Contractor shall apply seed to approximately 0.212 acres of bare ground areas on the project site (shown on **Attachment A, Map of Planting Sites, Figure 3: Planting Site 1 and Figure 4: Planting, Mowing, and Target Weed Sites 2, 3, and 4**) up to 10 times, for a maximum of 2.12 acres. The number of seedings listed is an estimate and the actual amount needed will be determined on an as needed basis, and upon approval of or direction by Caltrans Contract Manager.
 - 2) Seed shall be applied by a portable seed spreader, by hand or other means approved by Caltrans Contract Manager.
 - 3) Seed shall be spread evenly across the seeding area.
 - 4) All seed applied shall be of a plant species listed in **Attachment D, Seed List of Native CA Species**. The exact species composition of the seed mix will be determined by Caltrans Contract Manager.

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- 5) Bare ground shall be raked no more than one (1) week prior to seeding, to create surface microtopography and increase seed germination. Contractor shall rake the ground using a metal rake with tines no less than three (3) centimeters long, or other method approved by Caltrans Contract Manager.
 - 6) Seed mix shall be applied to bare ground areas at a minimum seeding rate of one (1) pound per acre, and a maximum of five (5) pounds per acre. The exact seeding rate for each species in the seed mix will be determined by Caltrans Contract Manager according to seeding rates per species and seed mix composition.
 - 7) All seed applied in the project area must be Native California seed obtained from source materials that originated and were grown in inland northern California. Order and source must be approved by Caltrans Contract Manager prior to purchase.
- Q. Contractor shall provide and perform the following when covering seeding with grass straw:
- 1) Contractor shall apply straw to approximately 0.212 acres of bare ground areas on the project site (shown on **Attachment A, Map of Planting Sites, Figure 3: Planting Site 1 and Figure 4: Planting, Mowing, and Target Weed Sites 2, 3, and 4**) up to 10 times, for a maximum of 2.12 acres. The number of straw applications listed is an estimate and actual amount needed will be determined on an as needed basis, and upon approval or direction by Caltrans Contract Manager.
 - 2) 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.
 - 3) Straw shall be spread by a portable spreader, by hand, or by other means approved by Caltrans Contract Manager.
 - 4) Straw shall be spread evenly across the seeding area at a one-half inch (0.5") depth.
 - 5) Straw shall be comprised of Beardless wild rye (*Elymus triticoides*), Meadow barley (*Hordeum brachyantherum* var. *californicum*), Tufted hairgrass *Deschampsia caespitosa*, or Slender hairgrass (*Deschampsia elongata*), that is free of weed seeds as to not spread non-native weeds to the site. Straw shall be furnished in air-dry condition with a consistency compatible for application with commercial straw-blowing equipment.
- R. Contractor shall adhere to the following Best Management Practices (BMPs):
- 1) Contractor shall clean and disinfect all tools using 5000 ppm bleach solution or 70% alcohol prior to bringing them on to the restoration site so that they are free from foreign soil, vegetative material, and pathogens.
 - 2) Any vehicles onsite must be cleaned thoroughly of foreign soil and vegetative material prior to entering the restoration site, including the undercarriage, exterior frame, bed, and cab.
 - 3) Contractor shall ensure that all employees working on the site wear clothes and shoes that are free of foreign soil, vegetative material, and plant pathogens since working in other outdoor sites. Shoes should be sanitized using 5000 ppm bleach solution or 70% alcohol before entering site and/or clean vehicle.

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- 4) Contractor shall complete and submit **Attachment E, Equipment Cleaning Log** to the Caltrans Contract Manager identifying that tools and vehicles were cleaned prior to entering the worksite, up to 110 times. The form may be submitted with the invoice associated with the work.

7. 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.

8. 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.

9. 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.

10. Inspection and Acceptance for Payment

- A. 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**.

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- B. 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, 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 **03A4120**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Work Performed including:
 - a) Type of service
 - b) Unit of Measure
 - c) Quantity of unit
 - d) Unit price
- F. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
D3 / Environmental – Environmental Stewardship Branch
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,

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

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

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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.
- 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.

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- d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1** above, to the entity that requested the records within 10 days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1** above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1** above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. 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.

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

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid 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.

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- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

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

11. State Prevailing Wage Rate Determinations

- A. The 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.

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- 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

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.

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- 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 for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

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

5. Payment to Subcontractor

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

6. 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.

7. 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

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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](#)

8. 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.

9. Exclusion of Retention

- A. In conformance with 49 CFR 26.29(b)(1), the retention of proceeds required by Public Contract Code Section 10261 shall not apply.
- B. In conformance with Public Contract Code Section 7200(b), in subcontracts between Contractor and a Subcontractor and in subcontracts between a Subcontractor and any Subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in Public Contract Code Section 7200(c), shall not apply. At the option of Contractor, Subcontractor(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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.

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- 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 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,

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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 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.

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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

- A. Except for defaults of Subcontractors, neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is [directly or indirectly] caused by "Force Majeure" without the fault, intentional act or negligence of 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.
- B. If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the [direct or indirect] control of both Contractor and Subcontractor, and without the fault, intentional act or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

19. State-Owned Data–Integrity and Security

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

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

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

20. 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.

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21. Title VI Assurances

A. Appendix A

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

1) Compliance with Regulations:

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

2) Non-Discrimination:

Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the 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.

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6) Incorporation of Provisions:

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

B. Appendix E (Pertinent Non-Discrimination Authorities)

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

- 1) Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq., 78 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;

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- 9) The Federal Aviation Administration's non-discrimination statute (49 USC Section 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 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.

22. 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.

23. 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.

24. 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

Exhibit D
Commercial Services Agreement–Federal

advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Commercial Services Agreement--Federal

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 (Landscape 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

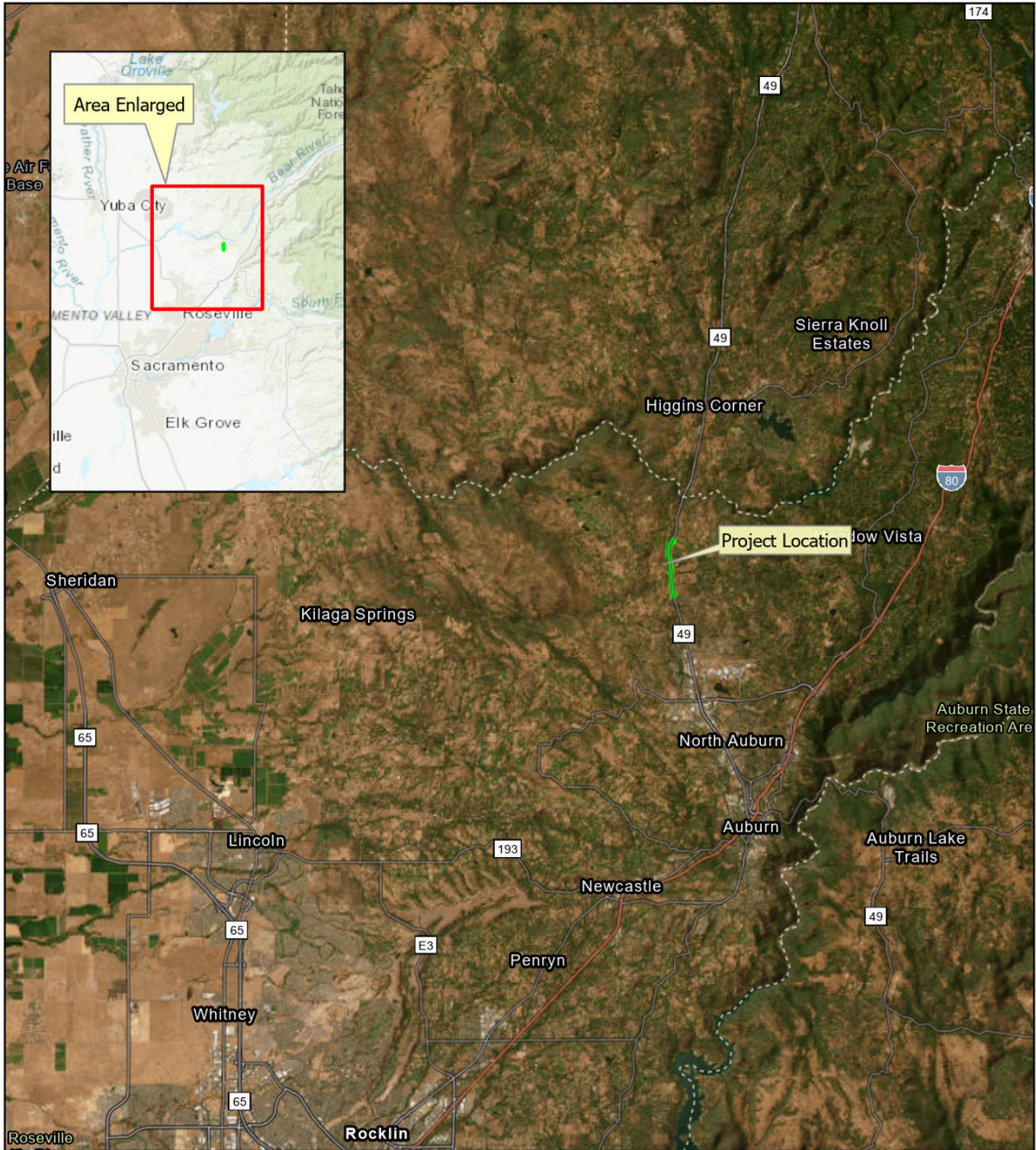
No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract with prevailing wages, unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5.

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).



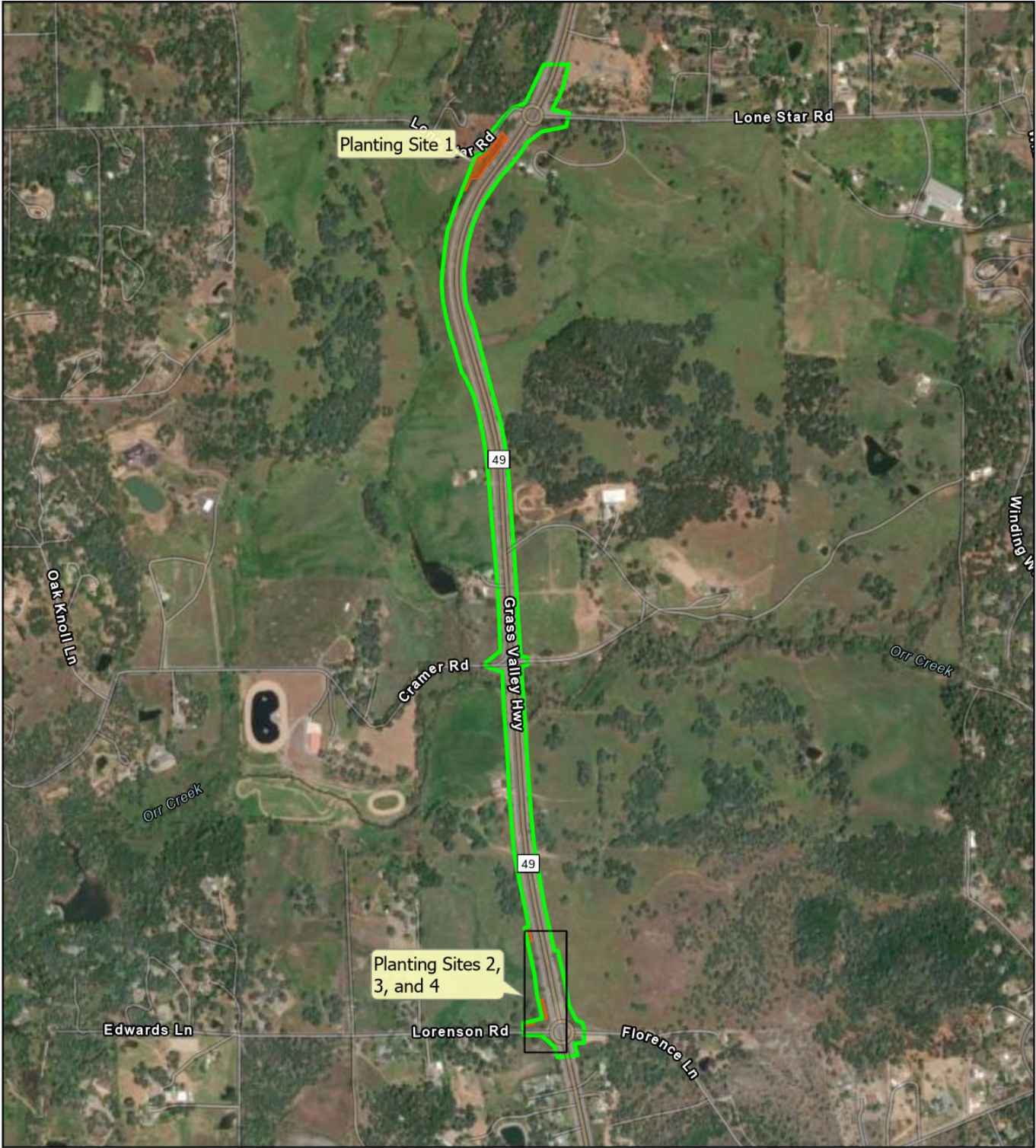
Construction Project
Boundary

Attachment A: Map of Planting Sites
Figure 1: Map of the Project Vicinity

Placer 49 Safety Improvement Project
Placer County, CA
03-PLA-49-PM 8.700-10.600
EA 03-4H600
EFIS 0319000004

0 1.25 2.5 5 7.5 10 Miles





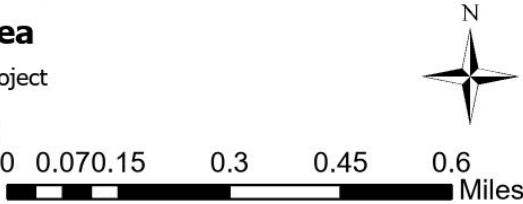
1:14,500

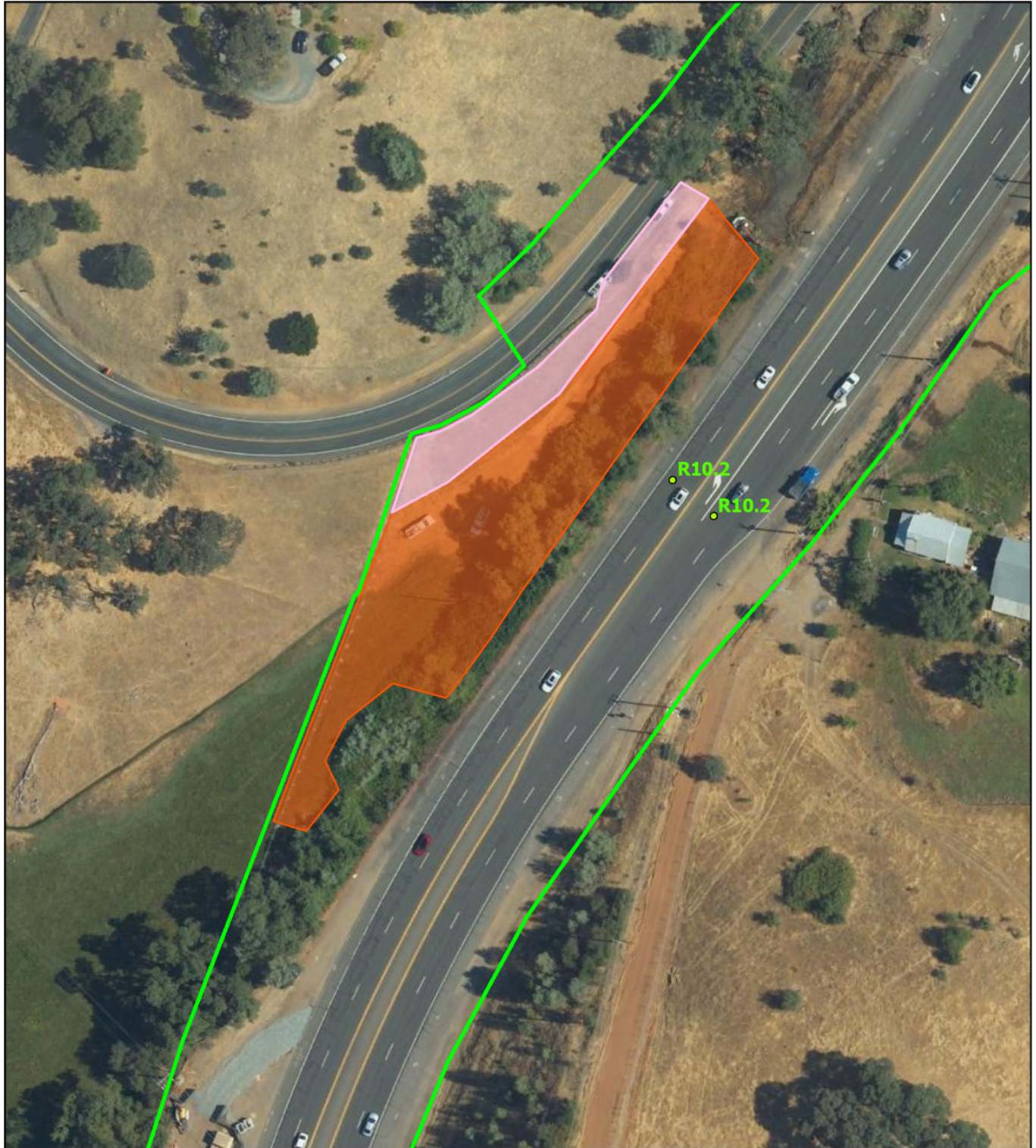
Attachment A: Map of Planting Sites

- Construction Project Boundary
- Planting Site

Figure 2: Project Area

Placer 49 Safety Improvement Project
Placer County, CA
03-PLA-49-PM 8.700-10.600
EA 03-4H600
EFIS 0319000004





- SHN Post Miles
- Construction Project Boundary
- Planting Area (0.65 ac)
- Access Area (0.14 ac)

Attachment A: Map of Planting Sites

Figure 3: Planting Site 1

Placer 49 Safety Improvement Project
Placer County, CA
03-PLA-49-PM 8.700-10.600
EA 03-4H600
EFIS 0319000004

1:1,300



0 20 40 80 120 160
Feet

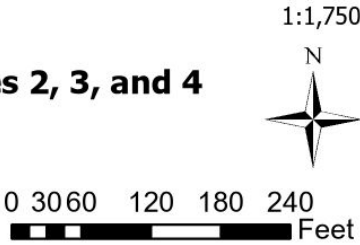


Attachment A: Map of Planting Sites

Figure 4: Planting, Mowing, and Target Weed Sites 2, 3, and 4

- Construction Project Boundary
- SHN Post Miles
- Parking Area (0.07 ac)
- Access Path
- Planting Sites

Placer 49 Safety Improvement Project
Placer County, CA
03-PLA-49-PM 8.700-10.600
EA 03-4H600
EFIS 0319000004



Attachment B: Container Plant List						
Scientific Name	Common Name	Plant Type	Container Size	2026 Planting	2027-2029 Replanting Estimates (Distribution subject to change)	Total
<i>Populus fremontii</i>	Fremont's Cottonwood	Tree	Treeband 4 (4" x 4" x 10")	23	10	33
<i>Pinus sabiniana</i>	Gray Pine	Tree	Treeband 4 (4" x 4" x 10")	3	3	6
<i>Quercus douglasii</i>	Blue Oak	Tree	Treeband 5 (2.25" x 2.25" x 5")	5	4	9
<i>Quercus lobata</i>	Valley oak	Tree	Treeband 5 (2.25" x 2.25" x 5")	28	17	45
<i>Quercus wislizenii</i>	Interior Live Oak	Tree	Treeband 5 (2.25" x 2.25" x 5")	21	13	34
<i>Alnus rhombifolia</i>	White alder	Tree	Treeband 4 (4" x 4" x 10")	20	8	28
<i>Baccharis pilularis</i>	Coyote Brush	Shrub	Treeband 5 (2.25" x 2.25" x 5")	2	2	4
<i>Rosa californica</i>	California Rose	Shrub	Treeband 5 (2.25" x 2.25" x 5")	5	0	5
<i>Heteromeles arbutifolia</i>	Toyon	Shrub	Treeband 5 (2.25" x 2.25" x 5")	3	0	3
<i>Cercis occidentalis</i>	Redbud	Shrub	Treeband 5 (2.25" x 2.25" x 5")	5	0	5
<i>Ceanothus cuneatus</i>	Buckbrush	Shrub	Treeband 5 (2.25" x 2.25" x 5")	4	0	4
<i>Frangula californica</i> ssp. <i>tomentella</i>	Coffeeberry	Shrub	Treeband 5 (2.25" x 2.25" x 5")	2	0	2
<i>Calycanthus occidentalis</i>	Spicebush	Shrub	Treeband 5 (2.25" x 2.25" x 5")	2	0	2
<i>Cephalanthus occidentalis</i>	Buttonbush	Shrub	Treeband 5 (2.25" x 2.25" x 5")	2	0	2
<i>Asclepias speciosa</i>	Showy milkweed	Herb	1G	6	0	6
<i>Asclepias fascicularis</i>	Narrow-leaf milkweed	Herb	1G	6	0	6
<i>Chlorogalum pomeridianum</i>	Soaproot	Herb	DP16 (2" x 7")	6	0	6
<i>Juncus occidentalis</i>	Western Rush	Graminoid	Treeband 5 (2.25" x 2.25" x 5")	16	0	16
<i>Carex praegracilis</i>	Slender Sedge	Graminoid	Treeband 5 (2.25" x 2.25" x 5")	16	0	16
<i>Artemisia douglasiana</i>	California Mugwort	Herb	Treeband 5 (2.25" x 2.25" x 5")	16	0	16
				191	57	248

Attachment C: Target Weeds and Non-native Plants			
Scientific Name	Common Name	Native Status	Target Weed
<i>Ailanthus altissima</i>	Tree of Heaven	Cal-IPC Moderate	
<i>Aira caryophyllea</i>	Silvery hairgrass	Non-native	
<i>Anthriscus caucalis</i>	Bur chervil	Non-native	
<i>Avena fatua</i>	Wildoats	Invasive	
<i>Barbarea verna</i>	Wintercress	Non-native	
<i>Bellardia viscosa</i>	Yellow glandweed	Non-native	
<i>Brassica sp.</i>	Mustard	Cal-IPC Unknown	
<i>Briza minor</i>	Little Rattlesnake Grass	Non-native	
<i>Bromus commutatus</i>	Hairy chess	Non-native	
<i>Bromus diandrus</i>	Ripgut brome	Cal-IPC Moderate	
<i>Bromus racemosus</i>	Smooth brome	Non-native	
<i>Bromus tectorum</i>	Downy chess	Cal-IPC High	
<i>Capsella bursa-pastoris</i>	Shepherd's purse	Non-native	
<i>Carduus pycnocephalus</i>	Italian thistle	Cal-IPC Moderate	
<i>Centaurea solstitialis</i>	Yellow starthistle	Cal-IPC High	X
<i>Centaureum tenuiflorum</i>	Slender centaury	Non-native	
<i>Cerastium glomeratum</i>	Large mouse ears	Non-native	
<i>Chondrilla juncea</i>	Skeletonweed	Cal-IPC Moderate	X
<i>Convolvulus arvensis</i>	Field Bindweed	Non-native	
<i>Cynosurus echinatus</i>	Dogtail grass	Cal-IPC Moderate	
<i>Daucus carota</i>	Queen Anne's Lace	Non-native	
<i>Eleocharis pachycarpa</i>	Broad fruit spikerush	Non-native	
<i>Elymus caput-medusae</i>	Medusa head	Cal-IPC High	
<i>Erodium botrys</i>	Big heron bill	Non-native	
<i>Erodium cicutarium</i>	Coastal heron's bill	Cal-IPC Limited	
<i>Erodium moschatum</i>	Whitestem filaree	Non-native	
<i>Festuca perennis</i>	Italian rye grass	Cal-IPC Moderate	
<i>Geranium dissectum</i>	Cutleaf geranium	Cal-IPC Limited	
<i>Geranium molle</i>	Crane's bill geranium	Non-native	

<i>Hirschfeldia incana</i>	Mustard	Cal-IPC Moderate	
<i>Holcus lanatus</i>	Common velvetgrass	Cal-IPC Moderate	
<i>Hordeum murinum</i>	Foxtail barley	Cal-IPC Moderate	
<i>Hypericum perforatum</i>	Klamathweed	Cal-IPC Limited	
<i>Hypochaeris glabra</i>	Smooth cat's ear	Cal-IPC Limited	
<i>Iris germanica</i>	Bearded iris	Non-native	
<i>Lamium amplexicaule</i>	Henbit	Non-native	
<i>Lamium purpureum</i>	Purple dead nettle	Non-native	
<i>Lathyrus latifolius</i>	Sweet pea	Non-native	
<i>Linum usitatissimum</i>	Common flax	Non-native	
<i>Logfia gallica</i>	Narrowleaf cottonrose	Non-native	
<i>Lysimachia arvensis</i>	Scarlet pimpernel	Non-native	
<i>Lythrum salicaria</i>	Purple loosestrife	Cal-IPC High	
<i>Medicago arabica</i>	Spotted burclover	Non-native	
<i>Medicago polymorpha</i>	California burclover	Cal-IPC Limited	
<i>Melissa officinalis</i>	Lemon balm	Non-native	
<i>Mentha x piperita</i>	Peppermint	Non-native	X
<i>Petrorhagia prolifera</i>	Pink grass	Non-native	
<i>Plantago lanceolata</i>	Ribwort	Cal-IPC Limited	
<i>Persicaria hydropiper</i>	Common smartweed	Non-native	X
<i>Ranunculus muricatus</i>	Buttercup	Non-native	
<i>Raphanus sativus</i>	Jointed charlock	Cal-IPC Limited	
<i>Rubus armeniacus</i>	Himalayan blackberry	Cal-IPC High	X
<i>Rumex acetosella</i>	Sheep sorrel	Cal-IPC Moderate	
<i>Rumex crispus</i>	Curly dock	Invasive	
<i>Rumex pulcher</i>	Fiddleleaf dock	Non-native	
<i>Scandix pecten veneris</i>	Shepherd's needle	Non-native	
<i>Senecio vulgaris</i>	Common groundsel	Non-native	
<i>Sesbania punicea</i>	Rattlebox	Cal-IPC High	
<i>Sherardia arvensis</i>	Field madder	Non-native	
<i>Silene gallica</i>	Common catchfly	Non-native	
<i>Silybum marianum</i>	Milk thistle	Cal-IPC Limited	
<i>Sinapis arvensis</i>	Charlock	Cal-IPC Limited	
<i>Solanum carolinense</i>	Carolina horse nettle	Non-native	

<i>Soliva sesselis</i>	South american soliva	Non-native	
<i>Spergularia rubra</i>	Purple sand spurry	Non-native	
<i>Stellaria media</i>	Chickweed	Non-native	
<i>Taraxacum officinale</i>	Red seeded dandelion	Non-native	
<i>Tragopogon porrifolius</i>	Salsify	Non-native	
<i>Trifolium aureum</i>	Hop clover	Non-native	
<i>Trifolium hirtum</i>	Rose clover	Invasive	
<i>Trifolium incarnatum</i>	Crimson clover	Non-native	
<i>Trifolium pratense</i>	Red clover	Non-native	

Attachment D: Seed List of Native CA Species	
Scientific Name	Common Name
<i>Agrostis pallens</i>	Leafy Bent Grass
<i>Festuca microstachys</i>	Small Fescue
<i>Deschampsia cespitosa</i>	Tufted hair grass
<i>Juncus effusus</i>	Common Rush
<i>Juncus patens</i>	Spreading Rush
<i>Carex barbarae</i>	Santa Barbara Sedge
<i>Cyperus eragrostis</i>	Tall Flatsedge
<i>Achillea millefolium</i>	Yarrow
<i>Prunella vulgaris</i>	Common Self-heal
<i>Ranunculus californica</i>	California Buttercup
<i>Sisyrinchium bellum</i>	Western Blue Eyed Grass
<i>Deschampsia elongata</i>	Slender Hairgrass
<i>Elymus glaucus</i>	Blue Wildrye
<i>Lupinus bicolor</i>	Annual lupine
<i>Clarkia purpurea</i>	Purple Clarkia

Attachment E: Equipment Cleaning Log

Sanitization = all surfaces sanitized with 70% alcohol or ≥5000 ppm bleach solution. Only applicable to tools and shoes, not vehicles.

<i>Date</i>	<i>Equipment Type/ID</i>	<i>Location Cleaned</i>	<i>Employee Overseeing</i>	<i>Cleaning/Sanitization</i>						
				Soil-free	Yes	☐	No	☐	N/A	☐
				Vegetative matter-free	Yes	☐	No	☐	N/A	☐
				Sanitized (applicable to tools, not vehicles)	Yes	☐	No	☐	N/A	☐
				Soil-free	Yes	☐	No	☐	N/A	☐
				Vegetative matter-free	Yes	☐	No	☐	N/A	☐
				Sanitized (applicable to tools, not vehicles)	Yes	☐	No	☐	N/A	☐
				Soil-free	Yes	☐	No	☐	N/A	☐
				Vegetative matter-free	Yes	☐	No	☐	N/A	☐
				Sanitized (applicable to tools, not vehicles)	Yes	☐	No	☐	N/A	☐
				Soil-free	Yes	☐	No	☐	N/A	☐
				Vegetative matter-free	Yes	☐	No	☐	N/A	☐
				Sanitized (applicable to tools, not vehicles)	Yes	☐	No	☐	N/A	☐
				Soil-free	Yes	☐	No	☐	N/A	☐
				Vegetative matter-free	Yes	☐	No	☐	N/A	☐
				Sanitized (applicable to tools, not vehicles)	Yes	☐	No	☐	N/A	☐