

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>

August 11, 2026

**Invitation for Bid (IFB)
IFB # 11A4344
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 11A4344**, titled **Traffic Loop Repair and/or Replacement in Imperial and San Diego Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net price to certified SBs or MBs (if applicable) are encouraged to submit bids. **Note: SB Public Works (SB-PW) certification does not count toward SB goals for this agreement.** See **Section D, Special Programs** in this IFB for requirements.

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

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

The designated contact person for this IFB is:

Catherine Andersen
California Department of Transportation (Caltrans)
Email address: catherine.andersen@dot.ca.gov
Phone: (916) 639-6323

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

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

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

Sincerely,

Catherine Andersen
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, tools, materials, equipment, travel, and incidentals necessary to repair and/or replace non-functioning loop detectors and piezoelectric axle sensors on an on-call, as-needed, routine, and non-routine basis to Caltrans.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, 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.
2. Bidder shall have at time of bid submittal, continually thereafter, and for the duration of the Agreement, a current and **Class A General Engineering or C-10 Electrical Contractor** license with a **C-31 Construction Zone Traffic Control Contractor** license issued by the California Contractors State Licensing Board (CSLB) for the type of work to be performed.
3. 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.
4. 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	08/11/2026	
Written Question Submittal	08/18/2026	
Final Date and Time for Bid Submission	08/27/2026	2:00 p.m.
Bid Opening	08/27/2026	2:30 p.m.
Proposed Award Date (estimate)	09/03/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **08/18/2026**. Bidders must submit their questions via e-mail to catherine.andersen@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 11A4344**
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. ADM-1412 – Bid Proposal

The total bid proposal for this Agreement must not exceed \$484,000.00. A bid amount more than \$484,000.00 will be deemed non-responsive and will be rejected.

4. 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.

5. Employment of Undocumented Workers

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

6. Small Business Preference

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

7. State General Prevailing Wage Rates

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

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 bid submittal and for the duration of the contract, a valid, current **Class A General Engineering or C-10 Electrical Contractor** license with a **C-31 Construction Zone Traffic Control 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 rejection of the bid. Caltrans will verify a valid license issued by the CSLB (Bus. and Prof. Code Section 7028.15).

12. Subcontractors

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

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. Non-Collusion Declaration for Public Works

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

15. Bonds

Payment Bond (ADM-2009) Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price is \$25,000 or more. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Service Request. Refer to **Proposed Form of Agreement, Exhibit D**.

16. 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.

17. 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.

18. 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).

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

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

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

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

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in

State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

21. Bid Submittal

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

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

YOUR RETURN ADDRESS

Agreement No. 11A4344
Bid Due Date: 08/27/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 08/27/2026
Bid Opening: 2:30 p.m.
Attention: Catherine Andersen

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

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB’s **Required Documents, Attachment 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid

cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.

- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

22. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

23. Award

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

24. Protest

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

- A. Filing a Protest: The initial protest must be submitted to Caltrans, Protest Unit prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded

until either the protest has been withdrawn or Caltrans has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the address below:

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

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

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

25. Standard Conditions of Service

- A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
- 1) Contractor offers and agrees and will require all of other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.
 - 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB or SB-PW. References to a small business (SB) shall also include micro-business (MB) and SB-PW. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB preference, the contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the Bid/Bidder Certification Sheet and attach a copy of your certification. Additionally, the contractor may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one (1) or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the Bid/Bidder Certification Sheet as well as Bidder Declaration (GSPD-05-105). The bidder shall list the names of all certified SB firms being claimed for credit. Bidders must include quotes from each subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or email: osdshelp@dgs.ca.gov.

G. SB or MB bidders or bidders using the “Non-Small Business” preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder’s total bid if the lowest bid is from a non-certified SB or MB.

H. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

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

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements:

<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

B. DVBE Incentive Program

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

3) Participation Table

No Participation Requirement

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4%-4.99%	4%
3%-3.99%	3%
2%-2.99%	2%
0.1%-1.99%	1%

- 4) When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.

- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	60	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary for Type A loop replacement on freeway main line, ramp, and conventional highway with splice to Detector Lead-in Cable (DLC), labels, and termination in cabinet, per STD 213, Exhibit A, Scope of Work.	\$	\$
2	25	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary for Type D loop Replacement (bike detector) on freeway main line, ramp, and conventional highway with splice to DLC, labels, and termination in cabinet, per STD 213, Exhibit A, Scope of Work.	\$	\$
3	20	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary for installation of piezoelectric axle sensors including the epoxy grout with labels and termination in cabinet, per STD 213, Exhibit A, Scope of Work.	\$	\$
4	5	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to install curb termination, per STD 213, Exhibit A, Scope of Work.	\$	\$
5	15	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to install shoulder termination, per STD 213, Exhibit A, Scope of Work.	\$	\$
6	16	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to remove and dispose No. 5(T)(E) Pull Box, per STD 213, Exhibit A, Scope of Work.	\$	\$
7	5	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to remove and dispose No. 6(T)(E) Pull Box, per STD 213, Exhibit A, Scope of Work.	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

8	16	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to install No. 5(T)(E) Pull Box, per STD 213, Exhibit A, Scope of Work.	\$	\$
9	5	Each	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to install No. 6(T)(E) Pull Box, per STD 213, Exhibit A, Scope of Work.	\$	\$
10	1,000	Linear Foot	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary remove and install DLC, per STD 213, Exhibit A, Scope of Work.	\$	\$
11	200	Per Hour	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, traffic control, and incidentals necessary to provide traffic control lane and ramp closures, per STD 213, Exhibit A, Scope of Work.	\$	\$
12	200	Per Hour	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, traffic control, and incidentals necessary to provide nighttime traffic control lane and ramp closures, per STD 213, Exhibit A, Scope of Work.	\$	\$
13	100	Per Hour	All labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, and incidentals necessary to provide non-routine services per STD 213, Exhibit A, Scope of Work.	\$	\$
1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.				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)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Non-Collusion Declaration for Public Works [Non-Collusion Declaration](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)

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

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

Attachment 3
Proposed Form of Agreement

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

11A4344

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

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

THROUGH END DATE

September 30, 2029 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	16
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	6
Exhibit E	Additional Provisions	5
Attachment 1	Bid Proposal, ADM 1412 (attached upon award)	2
Attachment 2	Bidder Declaration (GSPD-05-105) (attached upon award)	2
Attachment 3	Service Request	1
Attachment 4	List of Locations	1

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

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

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

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

CA

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

11A4344

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportations (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10107

SCM 10.00

Exhibit A
Public Works (State)

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) Inductive Loop Detector and Piezoelectric Axle Sensor Replacement and/or Restoration to an "as-built" condition as described herein:

Contractor shall provide all labor, parts, tools, supplies, materials, equipment, disposal, permits, travel, traffic control, and incidentals necessary to repair and/or replace non-functioning loop detectors and piezoelectric axle sensors on an on-call, as-needed, routine, and non-routine basis.

2. The services shall be performed at various locations in Caltrans District 11 throughout Imperial and San Diego Counties. See **Attachment 4, List of Locations**.
3. Any reference to Caltrans Contract Manager shall also include designee.
4. This Agreement will commence on **September 1, 2026 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **August 31, 2029 (estimate)**. The routine services shall be provided during normal business hours of Monday through Friday 9:00 a.m. to 3:00 p.m. Monday through Friday, and night hours of 9:00 p.m. to 5:00 a.m. Sunday evening through Friday morning, excluding State holidays. The non-routine services shall be provided on days and times specified by Caltrans Contract Manager and may take place outside the normal business hours of 9:00 a.m. to 3:00 p.m. Monday through Friday, and night hours of 9:00 p.m. to 5:00 a.m. Sunday evening through Friday morning, excluding State holidays. The parties may amend this Agreement as permitted by law.
5. This Agreement cites specific portions of the most current version of the Caltrans 2025 Standard Plans and Specifications (including revisions), herein collectively referred to as the "Standard Specifications". The Standard Specifications can be accessed via the Internet at: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standards Specifications are not applicable to this Agreement.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

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

Exhibit A
Public Works (State)

7. Assignment of Work

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 3, Service Request**.
- B. The Service Request shall include the following information:
 - 1) Agreement Number **11A4344**
 - 2) Service Request Number
 - 3) Date of Request
 - 4) Contact name, requestor, and/or District Single Point of Contact (DSPOC)
 - 5) Caltrans Contract Manager's name
 - 6) Prospective Date of Service
 - 7) Type of Service (routine or non-routine)
 - 8) Time of Service (day(s) and time(s))
 - 9) Location Address of service
 - 10) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**
 - 11) Signatures of DSPOC and/or Caltrans Contract Manager
- C. A Service Request may be classified as either of the following types:
 - 1) Routine: work that requires maintenance and/or repair services where there is no immediate danger, no risk to public health, and no unsafe conditions posed to State property and/or employees.
 - 2) Non-Routine: vital work that requires repair services to be done in order to limit imminent damage, or safety hazard of State property and/or employees.
- D. Contractor shall respond to routine Service Requests within five (5) of issuance. A non-routine Service Request shall be initiated first via phone call and shall be followed up with the written Service Request. Once contacted for non-routine services, Contractor shall have 24 hours to respond to Caltrans Contract Manager.

8. Detailed Description of Work:

Contractor shall provide routine and non-routine services that include all labor, tools, materials, equipment, travel, work signs, cones and/or traffic control equipment, traffic control flaggers and incidentals required to saw/cut, repair and/or replace non-functioning loop detectors and piezoelectric axle sensors, including replacing pull boxes and pull box covers and conduit, and provide a field foreman at every location.

A. General Requirements

- 1) Before starting work, Contractor shall designate, in writing, an authorized representative who shall have the authority to represent and act on Contractor's behalf. Said authorized representative shall be present at the work site at all times while work is actually in progress.

Exhibit A
Public Works (State)

- 2) All materials, workmanship and installation of loop detectors and piezoelectric axle sensors shall comply with **Sections 87-1.03K and 87-1.03V(2) of the Revised Standard Specifications**.
- 3) No move-in/move-out costs will be paid on equipment. No per diem will be paid. No additional payment will be made for travel time to and from the job site.
- 4) No additional compensation will be paid for specialized equipment.
- 5) Contractor shall follow prescribed fire protection measures as directed by Caltrans Contract Manager for work off the travel-way.
- 6) Contractor shall vacuum all residue resulting from saw-cutting activities.
- 7) Contractor shall use water to mitigate dust dispersal.
- 8) All permits required by local ordinances are to be secured and paid for by Contractor. Costs for permits shall be included in the line item rate for the Type-A and Type D loop detector and piezoelectric axle sensor on the **Attachment 1, Bid Proposal**.
- 9) Contractor shall make its own arrangements for legally disposing materials outside the Caltrans' right-of-way and shall pay all costs for disposal. Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be included in the unit price for Type-A and Type D Loop Detector and piezoelectric axle sensor on the **Attachment 1, Bid Proposal**.

B. Type A and Type D Loop Detectors

- 1) Work shall consist of replacing approximately 85 non-functioning loop detectors of various types during the Agreement term, at locations specified by Caltrans Contract Manager in each Service Request. See **Attachment 4, List of Locations**. Please see <https://dot.ca.gov/programs/construction/construction-manual/section-4-87-electrical-systems> for a list of various types of loop detectors.
- 2) Full compensation for all labor, travel, supplies, incidentals, tools, traffic control, materials, equipment, trenching, boring, asphalt, cement, concrete, disposal, backfill and replaced pull boxes, covers and/or lids if needed for non-functioning traffic signal detector loops and traffic count stations on State highway right-of-ways shall be included in the bid rate on **Attachment 1, Bid Proposal**.
- 3) Contractor shall be responsible for re-cutting (saw-cutting) existing loop detectors and installing new loop detector lead-in cables (DLC) to the adjacent pull boxes, under the curb on the roadside, through existing conduit. Where conduit is impassable, or where necessary, a minimum one and one-half inch (1-1/2") conduit, polyvinyl chloride (PVC) schedule 80, shall be installed. Contractor shall install new PVC conduit runs by trenching or boring method when directed by Caltrans Contract Manager, in association with loop detection. This will include all bends, bushings, and associated hardware. Contractor shall bore under curb unless curb cutting is approved in advance by Caltrans Contract Manager. Caltrans Contract Manager will inspect the final hookups. Replacement of damaged or unserviceable stub outs shall be included in the per loop rate on **Attachment 1, Bid Proposal**.
- 4) All materials, workmanship and installation of loop detectors shall comply with **Standard Specifications, Section 87-1.03V, Detectors, And Electrical Systems– Detectors, Es-5a And Es-5b**.

Exhibit A
Public Works (State)

- 5) Inductive Loop Wire shall be Type 2E which shall conform to Type 2 wire, see **Standard Specifications, Construction, Section 87-1.03V.**
- 6) Contractor shall perform a six foot (6") circular saw cuts with a three eighths inch (3/8") maximum cut width, with a five inch (5") depth, using a self-propelled flat concrete saw with a minimum five inch (5") depth capacity while maintaining a one-half inch (1/2") trench width.
- 7) Slots cut in the pavement shall be washed clean, blown out and thoroughly dried before installing conductors. Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface. Residue shall not be allowed to flow into any drainage structure or adjacent vegetation. Contractor shall be responsible for any damage resulting from any work they perform.
- 8) Contractor shall provide an ample water supply and vacuum system for water and saw cutting recovery.
- 9) Loop sealant shall be Hot-Melt Asphalt which shall be in solid form at room temperature and fluid at a temperature of 375° - 400° F. Fumes from the material shall be non-toxic. Sealant shall be suitable for use in both asphalt concrete and Portland cement concrete. Material shall conform to **Standard Specifications, Hot-Melt Rubberized Asphalt Sealant, Section 87-1.03W(4).**

C. Piezoelectric Axle Sensor

- 1) Work shall consist of replacing approximately 20 non-functioning piezoelectric axle sensors during the Agreement term, at various locations specified by Caltrans Contract Manager in each Service Request.
- 2) Full compensation for all labor, supplies, tools, traffic control, materials, incidentals, equipment, trenching, boring, asphalt, cement, concrete, backfill and replaced pull boxes, covers and/or lids if needed for non-functioning piezoelectric axle sensor at traffic count stations on State highway right-of-ways shall be included in the bid rate on **Attachment 1, Bid Proposal.**
- 3) Contractor shall be responsible for re-cutting (saw-cutting) existing piezoelectric axle sensors with field verified length of Screen Transmission Cables (STC) from sensor to cabinet. There shall be no splicing of STC. Contractor shall install STC to the adjacent pull box, under the curb on the roadside, through existing conduit. Where conduit is impassable, or where necessary, a minimum one and one-half inch (1-1/2") conduit, polyvinyl chloride (PVC) schedule 80, shall be installed. Contractor shall bore under curb unless curb cutting is approved in advance by Caltrans Contract Manager. Caltrans will complete the final hookups. Replacement of damaged or unserviceable stub outs shall be included in the per loop rate on **Attachment 1, Bid Proposal.**
- 4) All materials, workmanship and installation of piezoelectric axle sensors shall comply with **Revised Standard Specifications, Sections 86-1.02E, 87-1.01D(2)(d), 87-1.03K, & 87-1.03V(2).**
- 5) Piezoelectric axle sensors shall conform with **Revised Standard Specifications, Section 86-1.02E.**

Exhibit A
Public Works (State)

- 6) The cured Hot-Melt Rubberized Asphalt Sealant must comply with requirements in **Revised Standard Specifications, Section 86-1.02W(4)**.
- 7) Contractor shall provide and a self-propelled flat concrete saw with a minimum five-inch (5") depth capacity while maintaining a one-half inch ($\frac{1}{2}$ ") trench width.
- 8) Slots cut in the pavement shall be washed clean, blown out and thoroughly dried before installing conductors. Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface. Residue shall not be allowed to flow into any drainage structure or adjacent vegetation. Contractor shall be responsible for any damage resulting from any work they perform.
- 9) Contractor shall provide an ample water supply and vacuum system for water and saw cutting recovery.

D. Curb/Shoulder Terminations, Pull Boxes and Detector Lead Cable (DLC)

- 1) Work shall consist of installing approximately five (5) curb terminations, 15 shoulder terminations, 16 No. 5 (T)(E) pull boxes, five (5) No. 6 (T)(E) pull boxes, and installing DLC during the Agreement term, at various locations specified by Caltrans Contract Manager in each Service Request.
- 2) Full compensation for all labor, travel, tools, traffic control, supplies, materials, incidentals, equipment, installing terminations, installing pull boxes and installing DLC, if needed for non-functioning traffic signal detector loops and traffic count stations on State highway right-of-ways included in the bid rate on **Attachment 1, Bid Proposal**.
- 3) Contractor shall be responsible for installation of curb or shoulder terminations to the adjacent pull box as specified in the Service Request. Where conduit is impassable, or where necessary and approved by Caltrans Contract Manager, a minimum one and one-half (1-1/2") conduit, polyvinyl chloride (PVC) schedule 80, shall be installed. Contractor shall bore under curb unless curb cutting is approved in advance by Caltrans Contract Manager.
- 4) All materials, workmanship and installation of curb or shoulder terminations shall comply with **Revised Standard Specifications, Section 86-1.02B, & Revised Standard Plans ES-5A and ES-5D (Electrical Systems – Loop Detectors & Curb and Shoulder Terminations)**.
- 5) All materials, workmanship and installation of No. 5(T)(E) or No.6(T)(E) pull boxes shall conform to **Revised Standard Specifications, Sections 86-1.02C and 87-1.03C and per Revised Standard Plans ES-8A or ES-8B**.
- 6) All materials, workmanship and installation of Type B Detector Lead-in Cable (DLC) shall conform to **Revised Standard Specifications, Sections 86-1.02F(3)(d)(iii) and 87-1.03F(2)(c)(ii)**.

E. Materials

- 1) Contractor shall furnish all new materials required to complete the work. Only materials conforming to the **Standard Specifications, Construction, Section 87-1.03**, shall be incorporated in the work.

Exhibit A
Public Works (State)

- 2) Materials shall be manufactured, handled, and used in a workmanlike manner to ensure completed work. Materials will be subject to inspection and tests by Caltrans Contract Manager. Contractor shall furnish samples without charge to Caltrans.
- 3) A Certificate of Compliance shall be furnished to Caltrans Contract Manager for materials required by the **Standard Specifications**. Caltrans Contract Manager may permit use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer and shall state that materials comply in all respects with requirements of this Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered and clearly identified as the lot in the certificate.
- 4) Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. Material used on the basis of a Certificate of Compliance does not relieve Contractor of its responsibility to use material that conforms to the requirements of the Agreement. Non-conforming materials will be subject to rejection, whether in place or not.
- 5) Contractor shall furnish a list of material sources and locations where materials can be inspected. The list shall be submitted on a Caltrans furnished form and shall be submitted to Caltrans Contract Manager in sufficient time to permit inspecting and testing. Caltrans Contract Manager may inspect, sample, or test materials at the source of supply or other locations. Such inspection, sampling, or testing will not be undertaken until Caltrans Contract Manager is assured by Contractor of the cooperation and assistance of Contractor and the supplier.
- 6) Contractor shall assure Caltrans Contract Manager that he/she has free access, at all times, to materials being inspected, sampled, or tested. Such inspections and tests made shall in no way guarantee acceptance of materials.
- 7) Reports and records of inspections and tests shall be available to Contractor upon request from Caltrans Contract Manager.
- 8) Upon completion of work, Contractor shall provide a warranty compatible to industry standards against material defects and workmanship, including manufacturer's warranty.
- 9) Any manufacturer's warranties, guarantees, instruction sheets, and parts list, shall be turned over to Caltrans Contract Manager at completion of work.
- 10) Materials to be disposed of shall be in a legal manner per the **Standard Specifications, Section 4-1.13, Cleanup**. Contractor shall make its own arrangements for legally disposing of materials outside the Caltrans' right-of-way. Cost involved with disposing of materials shall be included in the bid rate.

F. Defective Materials

All materials, supplied by Contractor, which Caltrans Contract Manager has determined do not conform to the requirements of this Agreement will be rejected whether in place or not. These materials shall be removed immediately from the site of the work, unless otherwise directed by Caltrans Contract Manager. No rejected material shall be used in the work, unless approval in writing has been given by Caltrans Contract Manager. Upon failure of Contractor to comply promptly with any order of Caltrans Contract Manager made under these provisions, Caltrans Contract Manager shall have authority to cause

Exhibit A
Public Works (State)

the removal and replacement of rejected material at the sole expense of Contractor.

G. Alternative Equipment

- 1) While certain specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.
- 2) Contractor may request, in writing, permission from Caltrans Contract Manager to use equipment of a different size or type in place of the equipment specified. Caltrans Contract Manager, before considering or granting such request, may require Contractor to furnish, at its own expense, evidence satisfactory to Caltrans Contract Manager that the equipment proposed for use by Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by Caltrans Contract Manager, it shall be understood that such permission is subject to continuous attainment of results which, in the opinion of the Contract Manager, are equal to, or better than, that which can be obtained with the equipment specified.
- 3) Caltrans Contract Manager shall have the right to withdraw such permission at any time that Caltrans Contract Manager determines that the alternative equipment is not producing work that is at least equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of such permission by Caltrans Contract Manager, Contractor shall be required to use the equipment originally specified and shall, in accordance with the directions of Caltrans Contract Manager, remove and legally dispose of, or otherwise remedy, at its own expense, any defective or unsatisfactory work produced with the alternative equipment.
- 4) Contractor shall not have any claim against Caltrans for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of such permission.
- 5) Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by Caltrans Contract Manager to be in furtherance of the purposes of this Agreement. The approval for use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.
- 6) Nothing in this section shall relieve Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in this Agreement.

H. Alternative Methods

When more than one specified method of construction or specified type of material or construction equipment may be used to perform portions of the work and the selection of the method of construction or the type of material or equipment to be used will be decided by Contractor, it is understood that Caltrans shall not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be Contractor's responsibility to select and use the alternative(s) which will satisfactorily perform the work under the conditions encountered. In any event, some of the alternatives may not be feasible or it may be necessary to use more than one of the alternatives on any project.

Exhibit A
Public Works (State)

I. Work Area Traffic Control Devices - General

- 1) All traffic-handling equipment and devices, and any flagging used in carrying out the Agreement work will meet the requirements set forth in **Standard Specifications, Temporary Traffic Control, Section 12, with the exception that Section 12-1.03, "Flagging Costs"** shall not apply.
- 2) Furnishing and installing work area traffic control devices shall be included in the unit price on **Attachment 1, Bid Proposal**, for each loop detector and no additional compensation will be allowed, except as may be indicated in '**Traffic Control Systems For Lane And Ramp Closures**', **Section K** (below) in this **Exhibit A**.

J. Maintaining Traffic-General

- 1) Contractor must comply with all applicable requirements in the Manual of Traffic Controls published by Caltrans located at: <https://dot.ca.gov/programs/traffic-operations>. Nothing in this section is to be construed as to reduce the minimum standards required in this Agreement.
- 2) Furnishing and installing work area traffic control devices, traffic control systems and flaggers required in Service Requests shall be included in the loop detector unit price **Attachment 1, Bid Proposal**. Traffic Control (Additional Flaggers) shall be included under a separate line item on **Attachment 1, Bid Proposal**.
- 3) Personal vehicles of Contractor's employees shall not be parked on the traveled way or on shoulders, including any section closed to public traffic.
- 4) Whenever vehicles or equipment are parked on the shoulder within six feet (6') of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 ft. intervals to a point not less than 25 ft. past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. C23 (ROAD WORK AHEAD) and/or C24 (SHOULDER WORK AHEAD) signs shall be mounted on portable sign stands with flags.
- 5) In addition to the provisions set forth in **Section R - Public Safety** (below) in this **Exhibit A**, whenever work to be performed on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within six feet (6') of the adjacent traffic lane, the adjacent traffic lane shall be closed.
- 6) Work that requires lane or ramp closures shall require notification to Caltrans Contract Manager one week prior to commencing work in order to arrange for proper notifications of traffic control at specific locations. Specifics will be coordinated in a Service Request identified by Caltrans Contract Manager. Normal work requires daily notification of the specific work locations planned.
- 7) Ramp closure signs shall be placed 10 days in advance of the ramp closure. Contractor shall notify Caltrans Contract Manager seven (7) calendar days prior to installing the warning signs.
- 8) Generally, lanes and ramps will be closed only during the hours of 9:00 a.m. and 3:00 p.m. Time restrictions for lane and ramp closures will be provided on the Service Request.
- 9) All traffic cones used for night closures shall have reflective cone sleeves.

Exhibit A
Public Works (State)

- 10) On multi-lane roadways, a minimum of one (1) paved traffic lane, not less than 12 ft. wide, shall be open for use by public traffic in each direction of travel.
- 11) On two-lane, two-way roadways, a minimum of one (1) paved traffic lane, not less than 12 ft. wide, shall be open for use by public traffic. When the Agreement operations are not actively in progress, not less than two (2) of these lanes shall be open to public traffic.
- 12) On all roadways, except as otherwise provided, the full width of the traveled way shall be open for use by public traffic after 3:00 p.m. on Fridays, Saturdays, Sundays, designated legal holidays and the day preceding designated legal holidays, on Saturdays, Sundays; and when the Agreement operations are not actively in progress. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.
- 13) Designated legal holidays are:

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

- 14) Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of Contractor if in the opinion of Caltrans Contract Manager, public traffic will be better served and the work expedited. These deviations shall not be adopted by Contractor until Caltrans Contract Manager has provided written approval.
- 15) Contractor shall provide additional devices and take additional measures to comply with **Standard Specifications, Section 7, Legal Relations and Responsibility to the Public, 7-1.04 Public Safety**, as necessary.

Exhibit A
Public Works (State)

- 16) When closing a lane, a barrier vehicle or a shadow vehicle shall be used for the installation of the signs and the flashing arrow sign (Flashing Message Sign) unless they can be placed while off the traveled way on the shoulder or median. A shadow vehicle or a barrier with a truck mounted crash cushion (TMCC) shall be used as the protective vehicle during the installation and retrieval of traffic cones and signs in taper and tangent sections of lane closure. All devices placed in areas with no shoulders from an open lane require the use of a shadow vehicle for protection.
- 17) When lane and ramp closures are set up, all components of the traffic control system shall be removed from the traveled way and shoulder, except portable delineators placed along open trenches or excavation adjacent to the traveled way. Contractor may store components at selected central locations approved by Contract Manager.
- 18) Contractor shall utilize Changeable Message Signs (CMS's) for traffic control if directed by Caltrans Contract Manager.

K. Traffic Control Systems for Lane and Ramp Closures

- 1) The provisions in this section will not relieve Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in **Section R, Public Safety in this Exhibit A along with Standard Specifications, Temporary Traffic Control, Section 12 and Legal Relations and responsibility to the Public, Section 7-1.04, Public Safety.**
- 2) Each vehicle used to place, maintain, and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign and shall be in operation. Vehicles equipped with Type II flashing arrow operated within a stationary type lane closure, shall only display the caution display mode. The Type II flashing arrow sign shall be controllable by the operator of the vehicle while the vehicle is in motion.
- 3) If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.
- 4) Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for the contract operations.
- 5) No lane obstruction/traffic control will be allowed when the pavement is wet or when atmospheric visibility is less than one half (½) mile.
- 6) Time restrictions for lane or ramp closures will be provided when each Service Request is issued.
- 7) At any time, a lane is closed for operations in accordance with the provisions of this section and it becomes necessary to clear the lane for use by public traffic due to congested conditions or for any other reason as determined by Caltrans Contract Manager, Contractor shall immediately, upon notice from Caltrans Contract Manager, stop active contract operations and commence clearing the lane.
- 8) If Contractor is ordered to clear a lane in accordance with these provisions or Contractor is unable to begin work at the scheduled time, Contractor will be granted an

Exhibit A
Public Works (State)

extension of time to complete the task in accordance with **Standard Specifications, Prosecution and Progress, Section 8-1.07.**

- 9) If the cancellation of work is caused, in any way, by Contractor due to lack of proper equipment or personnel, or failure to show up at the worksite on time, then no compensation (time extension or hours paid) will be given Contractor.
- 10) Full compensation for providing the traffic control system shown on the plans (including signs) is included in the unit price per Attachment 1 for each loop detector installed.

L. Construction Area Signs

- 1) Construction Area Signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in **Standard Specifications, Temporary Traffic Control, Section 12.**
- 2) The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the contract work during contract operations. Such signs are referred to in the current **Caltrans Manual on Uniform Traffic Control Devices (MUTCD)** located at: <https://dot.ca.gov/programs/traffic-operations>.

M. Sound Control Requirements

The noise level from Contractor's operations shall not exceed 86 dBA L Max at a distance of 50 feet from the job site activities between the hours of 9:00 p.m. and 6:00 a.m. per **Standard Specifications, Noise Control, Section 14-8.02.**

N. Air Pollution Control

- 1) Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, provided in **Section 11017 of the Government Code**. The Government Code can be accessed at: [Law section \(ca.gov\)](http://leginfo.ca.gov).
- 2) Unless otherwise provided in this Agreement, Contractor may not dispose of material through burning, either inside or outside the highway right of way.

O. Water Pollution Control

- 1) Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride and other harmful materials. Work operations shall be conducted and scheduled so as to avoid or minimize muddying and silting of said bodies of water. Care shall be taken to preserve roadside vegetation beyond the limits of the work.
- 2) Contractor shall coordinate water pollution control work with all other work performed in this Agreement. Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing facilities as directed by Caltrans Contract Manager.
- 3) Nothing in this Agreement shall relieve Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution. The Fish and Game Code can be accessed at: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Exhibit A
Public Works (State)

P. Safety and Health Provisions

- 1) Contractor shall conform to all applicable State standards, rules, regulations, and orders.
- 2) All working areas utilized by Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders. The Division of Occupational Safety and Health can be accessed at <http://www.dir.ca.gov/dosh/PublicSafety.html/>.
- 3) Contractor shall provide all safety equipment, materials and training as required.
- 4) All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.
- 5) During daytime operations, all of Contractor's employees shall wear Class II reflective wear, and during nighttime operations, all of Contractor's employees shall wear Class III reflective wear.

Q. Public Safety

- 1) It is Contractor's responsibility to provide for the safety of traffic and the public when working under this Agreement.
- 2) Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls at: <https://dot.ca.gov/programs/traffic-operations> hereby incorporated by reference. Signs or other protective devices furnished and erected by Contractor as required by this Agreement, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by Contractor shall be approved by Caltrans Contract Manager as to size, wording and location.
- 3) The installation of general roadway illumination shall not relieve Contractor of the responsibility for furnishing and maintaining any of the protective facilities required by this Agreement.
- 4) Equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the same direction of public traffic. All movements of workers and equipment on or across lanes or ramps which are open to public traffic shall be performed in a manner that will not endanger the traveling public.
- 5) When entering the work area and leaving a freeway lane open to traffic, Contractor's trucks or other mobile equipment shall slow down gradually in advance of the location of the turnoff to give public traffic an opportunity to slow down.
- 6) When Contractor's equipment, whether empty or loaded, is leaving a work area and entering a roadway open to traffic, Contractor's driver shall yield to traffic in all cases.
- 7) No material or equipment shall be stored where it will interfere with the free and safe passage of traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by traffic.

Exhibit A
Public Works (State)

- 8) Any tools, equipment, supplies or facilities which Contractor uses to perform the work shall be removed from Caltrans right of way at the end of each day unless otherwise approved by Caltrans Contract Manager. No tool, equipment, supplies or facilities shall be installed or placed so as to interfere with the free and safe passage of traffic.
- 9) Should Contractor fail to provide warning devices and take protective measures as required by this Agreement, Caltrans Contract Manager may inform Contractor about hazards and require Contractor to place warning devices and institute other protective measures at Contractor's sole expense.

R. Public Convenience

This section defines Contractor's responsibility with regard to convenience of the public and public traffic in connection with the operations.

- 1) Contractor shall conduct its operations as to offer the least possible obstruction and inconvenience to the traveling public and the adjacent property owners. All traffic will be permitted to pass through the work zone with as little inconvenience and delay as possible.
- 2) Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of work.
- 3) Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.
- 4) Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. Caltrans Contract Manager will determine which signs shall be covered.
- 5) See **Section Q—Public Safety** (above) in this **Exhibit A** and the **Standard Specifications, Section 7, Legal Relations and Responsibility to the Public, 7-1.04 Public Safety**, for provisions relating to Contractor's responsibility for the safety of the public. Contractor will not be relieved of responsibilities as set forth in said "Public Safety" by reason of his conformance with any of the provisions in "Public Convenience".

S. Preservation of Property

- 1) Contractor shall avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed or damaged.
- 2) Contractor shall protect the following from damage:
 - a) Roadside trees, shrubs, and other plants
 - b) Pole lines
 - c) Fences
 - d) Signs
 - e) Markers and monuments
 - f) Buildings and structures

Exhibit A
Public Works (State)

- g) Conduits
 - h) Pipelines above or below ground level
 - i) Sewer and water lines
 - j) All highway facilities
 - k) All other improvements or facilities within or adjacent to highway
- 3) If property is damaged by reason of Contractor's operations, it shall be replaced or restored, in kind, at Contractor's expense. Any repairs temporarily made by Caltrans to restore necessary service will be borne by Contractor and may be deducted from any money due or to become due under this Agreement.
 - 4) It shall be Contractor's responsibility, to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by reason of its operations.
 - 5) As part of its activities, Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees).
 - 6) Contractor shall be responsible for replacing Caltrans property, or private property, lost or damaged due to Contractor's operations. Contractor shall be liable to Caltrans or the property owner for the cost of replacing these facilities in kind. If replacement is not made, costs may be deducted from any monies due to Contractor.

T. Cooperation

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

U. Authority of Caltrans Contract Manager

- 1) Caltrans Contract Manager will decide all matters regarding the quality and acceptability of materials, work performance, manner of performance, and rate of progress.
- 2) All other questions related to interpretations of plans and special provisions, compensation, and fulfillment of the Agreement on the part of Contractor shall be decided by Caltrans Contract Manger.
- 3) Caltrans Contract Manger's decision will be final and will have the authority to enforce and make such decisions and orders effective, if Contractor fails to carry out (orders) promptly.

Exhibit A
Public Works (State)

- 4) If Caltrans Contract Manager determines that Contractor's operation is a problem for environmental or safety reasons, the operation may be shut down by Caltrans Contract Manager until the problem is remedied.
- 5) Caltrans Contract Manager will, at all times, have safe access to the work. The materials and the workmanship shall be in accordance with the requirements of this Agreement.
- 6) All work performed and all materials furnished shall be subject to inspection and acceptance by Caltrans Contract Manager. Any work that needs to be corrected shall be at Contractor's sole expense.
- 7) Caltrans Contract Manager will have the authority to suspend the work, wholly or in part, due to unsuitable weather, or other conditions considered hazardous for a time period deemed necessary. Contractor shall immediately comply with the written order to suspend work. Suspended work shall resume when conditions are favorable, as ordered and approved in writing by Caltrans Contract Manager.

V. Character of Workers

If any employees of Contractor or Subcontractor(s) appear to Caltrans Contract Manager to be incompetent or to act in a disorderly or improper manner, Caltrans Contract Manager may request that Contractor immediately remove the employee from the job. That employee shall be barred from performing further services under this Agreement unless approved in advance by Caltrans Contract Manager.

W. Removal of Rejected and Unauthorized Work

- 1) The inspection of the work shall not relieve Contractor of any of the obligations to fulfill the Agreement requirements. Work not meeting such requirements shall be made good and any unsuitable work may be rejected even if such work has been previously inspected by Caltrans Contract Manager. All work which has been rejected shall be remedied by Contractor and no additional compensation will be paid for the remedial work
- 2) Any work done beyond that established by Caltrans Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of Caltrans Contract Manager, unauthorized work shall be remedied, removed, or replaced at Contractor's expense. Upon failure of Contractor to comply promptly with any order to remove rejected or unauthorized work, Caltrans may cause such work to be remedied, removed, or replaced, and deduct the costs from any money due or to become due Contractor.
- 3) Contractor shall not occupy Caltrans-owned property outside the right-of-way in which the work is situated, unless Contractor enters into a rental agreement with Caltrans.

X. Legal Actions Against Caltrans

- 1) In the event litigation is brought against Caltrans concerning compliance by Caltrans with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.
- 2) If, pursuant to court order (other than an order to show cause) Caltrans is prohibited from requiring Contractor to perform all or any portion of the work, Caltrans may, if it so elects, eliminate the enjoined work or terminate the Agreement.

Exhibit A
Public Works (State)

- 3) If the final judgment in the action prohibits Caltrans from requiring Contractor to perform all or any portion of the work, Caltrans will either eliminate the enjoined work or terminate the Agreement.
- 4) If the Agreement is to be terminated, the termination shall be governed by the provisions of the section titled **Termination in Exhibit D, Section 2**, of this Agreement.

9. Warranty

Upon completion and acceptance of work by Caltrans Contract Manager, Contractor shall provide a warranty for one (1) year against defects and deficient workmanship. Contractor shall guarantee all parts, components, and services that were provided under this Agreement.

10. 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.

Exhibit B
Public Works—State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Attachment 1, Bid Proposal**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Invoice(s) shall be itemized in accordance with **Attachment 1, Bid Proposal**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **11A4344**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Number of Hours by Classifications (if applicable)
 - 5) Description of Work Performed
 - 6) Copy of Service Requests
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 11/Maintenance
Attention: TBD
1102 Montenegro Way
El Centro, CA 92243
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

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

Exhibit B
Public Works–State

refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

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

3. Prompt Payment Clause

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

4. Cost Limitation

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

5. Excise Tax

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

6. Costs Included in Bid Rates

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

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements

Exhibit B
Public Works—State

for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.

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

8. Payroll Records

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

Exhibit B
Public Works—State

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

Exhibit B
Public Works—State

9. Penalty

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

Exhibit B
Public Works—State

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

10. State General Prevailing Wage Rates

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

11. State Prevailing Wage Rate Determinations

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

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

Exhibit B
Public Works–State

12. Hours of Labor

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

13. Employment of Apprentices

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

Exhibit D
Public Works—State

Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Retention of Records/Audits

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

Exhibit D
Public Works–State

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

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

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from Caltrans obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on the **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

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

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

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

Exhibit D
Public Works–State

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

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

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

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

8. DVBE Participation (Not Required)

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

9. Non-Solicitation

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

10. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any

Exhibit D
Public Works—State

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.

11. Specific Legal References

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

12. Equipment Indemnification

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

13. Force Majeure

- 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 the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.
- 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.

14. Employment of Undocumented Workers

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

Exhibit D
Public Works—State

15. Bonds (Service Request)

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

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

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all 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.

17. Mandatory Organic Waste Recycling

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

18. Exclusion of Retention

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

Exhibit D
Public Works–State

19. Air or Water Pollution Violation

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

20. 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.

21. 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.

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

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

Exhibit E
Public Works–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

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

2. Insurance Requirements

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

Exhibit E
Public Works—State

2) The policy must include:

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

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

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

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **Class A General Engineering or C-10 Electrical Contractor** license with a **C-31 Construction Zone Traffic Control Contractor** license issued by the California Contractors State Licensing Board (CSLB).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If

Exhibit E
Public Works—State

Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

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

4. Licensed Contractor Standards for Quality of Work

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

5. Motor Carrier Permit Requirements

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

Exhibit E
Public Works–State

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

6. Prohibition of Delinquent Taxpayers

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

7. Debarment and Suspension Certification

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

8. State-Owned Data–Integrity and Security

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

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

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

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

Exhibit E
Public Works–State

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

9. Interfacing with Pedestrian and Vehicular Traffic

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

10. Contractor Registration Program

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

Attachment 3

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contractor Name TBD
Agreement Number 11A4344
Page 1 of 1

SERVICE REQUEST

Service Request Number:		Agreement Number: 11A4344		Date Issued:
Project Title:				
Contractor:		Project Manager/Designee:		Phone Number:
Caltrans Contract Manager:		Email:		Phone Number:
Approved Work Start Date:		Estimated Work Finish Date:		Agreement Expiration Date:
Service Location(s):			Type of Service: ☐ Routine ☐ Non-Routine	
NO SERVICE REQUEST SHALL EXTEND BEYOND AGREEMENT EXPIRATION DATE				
Scope of Services:* (Include Service Request scope of work, expected deliverables and results, and an overview of estimated cost calculations using Attachment 1, Bid Proposal Units of Measure and Unit Prices)				
Report(s)*: ☐ Yes ☐ No *Shall be in accordance with Exhibit A of Agreement				
Cost:	Total estimated amount of this Service Request:			\$
	The estimated amount of this Service Request shall not be exceeded without additional Caltrans Contract Manager written approval. The Contractor will be paid in accordance with Attachment 1, Bid Proposal .			
Approval Signatures: I certify this Service Request complies with the provisions of Agreement Number 11A4344 and are necessary for the satisfactory completion of the product(s) contracted for, and sufficient funding has been encumbered to pay for this work. IN WITNESS WHEREOF, this Service Request has been executed under the provisions of Agreement Number 11A4344 between the State of California Department of Transportation and the Contractor, and by signature below, the parties hereto agree all terms and conditions of this Service Request Number _____ and Agreement Number 11A4344 shall be in full force and effect.				
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			CONTRACTOR	
Signature		Date		Signature
				Date

Attachment 4
List of Locations

S.D. – San Diego

I.C. - Imperial County

Route 5 Post Mile 0.3 to 72.36 S.D.

Route 7 Post mile 0.00 to 6.82 I.C.

Route 8 Post Mile 0.00 to 77.77 S.D. (Imperial County Line)

Route 8 Post Mile 0.00 to 96.98 I.C. (Arizona County Line)

Route 11 Post Mile 0.13 to 1.40 S.D.

Route 15 Post Mile 0.40 to 54.25 S.D.

Route 52 Post Mile 0.00 to 17.27 S.D.

Route 54 Post Mile 0.00 to 14.21 S.D.

Route 56 Post Mile 0.00 to 9.83 S.D.

Route 67 Post Mile 0.00 to 24.37 S.D.

Route 75 Post Mile 11.19 to 22.26 S.D.

Route 76 Post Mile 0.00 to 52.31 S.D.

Route 78 Post Mile 0.00 to 95.31 S.D. (Imperial County line)

Route 78 Post Mile 0.00 to 80.74 I.C. (End of County)

Route 79 Post Mile 0.04 to 53.03 S.D.

Route 86 Post Mile 0.00 to 67.82 I.C. (End of County)

Route 94 Post Mile 1.41 to 65.37 S.D.

Route 98 Post Mile 0.00 to 57.01 I.C.

Route 111 Post Mile 0.00 to 65.39 I.C. (End of County)

Route 115 Post Mile 3.20 to 35.23 I.C.

Route 125 Post Mile 0.39 to 22.30 S.D.

Route 163 Post Mile 0.53 to 11.66 S.D.

Route 186 Post Mile 0.00 to 2.12 I.C.

Route 188 Post Mile 0.00 to 1.85 S.D.

Route 228 Post Mile 0.00 to 2.00 S.D.

Route 282 Post Mile 0.00 to 058 S.D.

Route 805 Post Mile 0.14 to 28.87 S.D.

Route 905 Post Mile 0.00 to 11.73 S.D.

Route SBX125 Post Mile .97 to 6.92 S.D. (Otay Mesa Road to San Miguel Ranch Road)