California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
https://dot.ca.gov/programs/procurement-and-contracts/

August 19, 2026

Invitation for Bid (IFB)
IFB # 01A6671
Notice to Prospective Bidders

You are invited to review and respond to this **IFB 01A6671**, titled **Hazardous Waste Disposal Services in Mendocino, Lake, Humboldt, and Del Norte 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) 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:

Matthew Stephens
California Department of Transportation (Caltrans)
Email address: Matthew.Stephens@dot.ca.gov
Phone: (279) 234-2331

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,

Matthew Stephens

Contract Analyst

A) Purpose and Description of Services

1. Contractor shall provide on-call, delivery, pickup, drop off, transport and disposal or recycling services of hazardous waste disposal services including but not limited to hazardous waste biological waste, environmentally regulated waste, and laboratory (lab) packed waste, and provide guidance and recommendations regarding these services to Caltrans.
2. Refer to the **Proposed Form of Agreement**, **Exhibit A**, which is attached to this IFB, for a more complete description of services**.**

B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV).
2. 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.
3. 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	08/19/2026	
Written Question Submittal	08/27/2026	5:00 p.m.
Final Date and Time for Bid Submission	09/03/2026	2:00 p.m.
Bid Opening	09/03/2026	2:30 p.m.
Proposed Award Date (estimate)	09/11/2026	

2. Questions and Answers

A. Questions regarding this IFB must be submitted by **5:00 p.m.** on **August 27, 2026**. Bidders must submit their questions via e-mail to matthew.stephens@dot.ca.gov.

B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 01A6671.**

C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (https://caleprocure.com/pages/index.aspx). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

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

4. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) will be granted this preference. **SB-PW certifications are not eligible for SB preference, as this is not a public works agreement.** For more information, refer to **Section D, Special Programs**.

5. State General Prevailing Wage Rates

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

6. Mandatory Organic Waste Recycling

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

7. Motor Carrier Permit Requirements

A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).

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

8. Contractor's License

A. 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).

B. Bidder must have at the time of bid submittal and for the duration of the contract:

1) **Class A General Engineering license** issued by the California Contractors State License Board (CSLB)

2) **Hazardous Substance Removal (HAZ)**–**Certification** issued by the California Contractors State License Board (CSLB)

3) **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G)

4) **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP)

5) **Waste Tire Hauler Registration Decal (for each vehicle with effective and expiration dates)** issued by Cal Recycle (Department of Resources Recycling and Recovery)

6) **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5)

7) **Hazardous Waste Transporter Registration Number** "Medical Waste Transporter" issued by CA - Department of Public Health, HSC Section 118025

8) **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act)

9) **Motor Carrier Certificate** issued by US DOT - Federal Motor Carrier Safety Administration, (Title 49 of the U.S. Code of Federal Regulations

8. 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.

9. 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.

10. 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.

11. 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).

12. Iran Contracting Act

A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter "the Act"), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter "List") are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.

B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the Iran Contracting Act Certification (DOT ADM-0078)**,** provided as a link in

Attachment 2, Required Documents, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.

C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans Iran Contracting Act, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

13. 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.

14. 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.

15. 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. 01A6671** **Bid Due Date: September 3, 2026** Bid Due Time: 2:00 p.m. **Bid Opening Date: September 3, 2026** Bid Opening: 2:30 p.m. **Attention: Matthew Stephens** 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.

16. 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.

17. 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.

18. Protest

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

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

California Department of Transportation (Caltrans) **Division of Procurement and Contracts** Attention: Bid, Protest, and Dispute Branch Chief 1727 30th Street, MS 65 Sacramento, CA 95816 **Phone Number**: (916) 639-6322 **Email:** DPAC.Protest.Disputes.Terminations@dot.ca.gov	**Department of General Services** **Office of Legal Services** Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 **Phone Number**: (916) 376-5080 **Email**: OLSProtests@dgs.ca.gov

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

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

19. Standard Conditions of Service

A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.

B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Antitrust Provisions

1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).

2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.

3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).

D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.

E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a “loss leader” as defined in California Business and Professions Code Section 17030. “Loss Leader” means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars ($50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.

C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).

D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email:osdshelp@dgs.ca.gov.

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

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

2. Disabled Veteran Business Enterprise (DVBE) Programs

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

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=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 Code of Regulations, Section 1896.99 (2 CCR Section1896.99) et seq. 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 Table in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.

2) Caltrans will apply an incentive to bids from DGS-certified DVBE firms. The bidders who claim to be DGS-certified DVBE firms will be verified by Caltrans prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.

3) Participation Table

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

4) When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede 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/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise.

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (please print):

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Amount (D x E)**
A. Personnel Contractor shall ascertain the appropriate Department of Industrial Relations craft/classification prevailing wage rates (if applicable). Worker Classifications, as listed below, are used in this Agreement to entitle a specific type of service and/or function and to cross-reference line items on this Attachment 1, Bid Proposal. **These classifications are not reflective of Prevailing Wage Classifications and shall **not** be used for determining prevailing wage hourly rates. All rates shall include all incidentals and travel to first facility and from last facility. Refer to Rates/Compensation Provisions in this Agreement's **Exhibit A, Scope of Work**.					
P01	**Lead Technician/Supervisor	Hour	1,000	$	$
P02	**Technician	Hour	1,000	$	$
P03	**Operator/Driver (without equipment)	Hour	1,000	$	$
				Subtotal A:	$
B. Equipment (Hourly Costs cover Non-Operated Equipment as Noted) including, tools and small testing equipment include all incidental hazmat equipment, hand tools, hand truck, pallet jack, scale, "Hudson-style" compression sprayer, and forklift to remove, transport, and legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites otherwise designated by Caltrans Contract Manager.					
E01	1-ton truck or less	Hour	750	$	$
E02	Bobtail Truck	Hour	500	$	$
E03	40-drum gear truck with lift gate	Hour	150	$	$
E04	Pressure Washer	Hour	100	$	$
E05	Water Truck (minimum 1,000 gallon capacity)	Hour	10	$	$
				Subtotal B:	$
				A+B Subtotal Page 1:	$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**Unit Cost (cost is per unit of measure)**	**Total Amount (D x E)**
C. Disposal Costs (The unit cost shall be the cost to legally dispose of the line item. For example, the cost of disposal for one (1) fifty-five (55) gallon drum or one (1) tri-wall box). Their time starts when they arrive at the first site and through the completion of work at the last site that day. No additional compensation will be paid for Travel before or after leaving the Caltrans sites. Rates for disposal shall include containers, all labels, manifests, creation of profiles for waste streams, packing absorbents, drum liners, testing equipment/materials and purchase, weighing waste, pick up, delivery, loading and unloading truck.					
D01	Paint Chips and/or Absorbent Containing Lead	55 gallons (gal)	500	$	$
D02	HEPA Filters containing LEAD	Tri-wall Box	10	$	$
D03	Gasoline/Diesel Liquid	55 gal	10	$	$
D04	Acetone Thinner Liquid	55 gal	10	$	$
D05	Waste Paint Related Material–Hazard Class 3	55 gal	10	$	$
D06	Waste Paint Related Material–Hazard Class 3–Lab Pack	Tri-wall Box	3	$	$
D07	Absorbent w/gas–diesel–emulsion	55 gal	50	$	$
D08	Absorbent w/gas	55 gal	20	$	$
D09	Corrosive Liquids	55 gal	5	$	$
D10	Toxic Solids (Organic/Inorganic 6.1)	55 gal	20	$	$
D11	Flammable/Toxic Liquids (3, 6.1)	55 gal	10	$	$
D12	Flammable/Toxic Solids (4.1, 6.1)	55 gal	10	$	$
D13	Flammable Solids–Fuses	55 gal	10	$	$
D14	Flammable Solids–Fuses	5 gal	15	$	$
D15	Toxic Liquid (Organic/Inorganic 6.1)	55 gal	10	$	$
D16	Oily Water	55 gal	200	$	$
D17	Waste Diesel and Diesel with Emulsion	55 gal	50	$	$
D18	Waste Oil including Hydraulic and Motor Oil	55 gal	30	$	$
D19	Latex Paint and/or Slop Water with Latex Paint	55 gal	100	$	$
D20	Waste Latex Paint–Lab Pack	Tri-wall Box	3	$	$
D21	Absorbent & Debris w/ Diesel and/or Oil	55 gal	100	$	$
D22	Grease	55 gal	5	$	$
D23	Gas Cylinders–Propane or Oxygen	5 gal	30	$	$
D24	Aerosol Cans	55 gal	10	$	$
D25	Fluorescent Light Tubes including 2’-3’-4’-6’-8’	Per pound	1500	$	$
D26	Mercury Vapors	Per pound	400	$	$
D27	High-Pressure Sodium Bulb	Per pound	400	$	$
				Subtotal Section C1:	$

Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**Unit Cost (cost is per unit of measure)**	**Total Amount (D x E)**
D28	Metal Halide Lamps	Per Pound	400	$	$
D29	Sealed Lead Acid Batteries	Each	50	$	$
D30	Compact Fluorescent	Per Pound	200	$	$
D31	Medical Waste–Sharps QT.	Each	25	$	$
D32	Medical Waste–Sharps Gal.	Each	25	$	$
D33	Medical Waste–Sharps 55 gallon	Each	5	$	$
D34	Onsite Analytical Lab Tests	Each	15	$	$
D35	Offsite Analytical Lab Tests	Each	15	$	$
D36	Car Batteries	Each	150	$	$
D37	Nickel Cadmium Batteries	Each	50	$	$
D38	E-Waste/L.E.D.s	Tri-Wall Box	5	$	$
D39	E-Waste/L.E.D.s	30 gal	3	$	$
D40	Ballast, transformers and capacitors	30-gal poly drum	3	$	$
D41	Wash rack sediment/sludge	55 gal	20	$	$
D42	Non-RCA waste	55 gal	20	$	$
D43	Lithium batteries	5 gal	5	$	$
D44	Fire extinguishers	Each	20	$	$
D45	Batteries - dry cell and alkaline	5 gal	20	$	$
D46	Spent oil filters	55 gal	1	$	$
D47	Anti-freeze absorbent	55 gal	1	$	$
D48	Anti-freeze liquid	1 gal	5	$	$
D49	Miscellaneous Hazard Class 2 (gasses) (various sizes)	Each	5	$	$
D50	Miscellaneous Hazard Class 5 (oxidizer)	55 gal	2	$	$
D51	Miscellaneous Hazard Class 8 (corrosive)	55 gal	2	$	$
D52	Miscellaneous Hazard Class 9 (Misc.)	55 gal	2	$	$
D53	Electronic E waste	Triwall box	1	$	$
D54	Thermo plastic paint/Asphalt grindings	Triwall box	5	$	$
D55	Raised pavement marker/Bituminous	Triwall box	5	$	$
D56	Empty drums (containing less than 10% product)	Each	1	$	$
				Subtotal Section C2:	$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**Unit Cost (cost is per unit of measure)**	**Total Amount (D x E)**
D. Materials (containers) All materials must be hazardous waste packages 1, 2, or 3 and follow the rating guidance in **Exhibit A Scope of Work**. Items below are being purchased from Contractor for drop off at Caltrans facility(s) when requested. Material rates include labor (all Personal Protective Equipment (PPE) (levels C and D)) and Delivery Trucks. Payment made for picking up from supplier and dropping off at Caltrans facility(s) as requested during this Agreement. Material rates shall only be applicable for standalone material delivery(s). No separate or additional compensation for materials will be made when materials are requested to be supplied during waste disposal.					
M01	55-gallon Drum, steel, closed top for Package Group I liquids, UN1A1/X1.8/300 (review Haz Contractor Rate Schedules for container specification references).	Each	10	$	$
M02	55-gallon Drum, steel, open top for Package Group II & III, dual rated for liquids UN1A2/Y1.6/130 or solids - UN1A2/X400/S	Each	400	$	$
M03	85-gallon Drum, steel, open top for Package Group I, II & III, as directed by waste stream	Each	50	$	$
M04	Tri-wall containers (3x3x3)	Each	10	$	$
M05	Poly drums (plastic), 5 gallons	Each	100	$	$
M06	Poly drums, 30 gallons	Each	40	$	$
M07	Poly drums, 55 gallons	Each	20	$	$
M08	FDA Cleared 1 Quart Sharps Containers (mail back)	Each	50	$	$
M09	FDA Cleared 1 Gallon Sharps Containers (mail back)	Each	50	$	$
M10	8-foot fiber coffin (for floor lamps)	Per Foot	20	$	$
				Subtotal Section D:	$
E. Per Diem					
E	Per Diem-Lodging and meal only, if approved by Caltrans Contract Manager	**Actual Cost to be Reimbursed**			$18,000.00

Contractor will be reimbursed for the actual costs as noted in **Exhibit A Scope of Work** (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs.

(1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
(2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.
(3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal may be grounds to reject the bid.
(4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal may be deemed non-responsive.

Total Cost: (A+B+C1+C2+D+E) Subtotals)	$

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
- ☐ Copy of current and valid Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) California Civil Rights Laws Certification
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) Darfur Contracting Act Certification
- ☐ Iran Contracting Act Certification (DOT ADM-0078) Iran Contracting Act Certification
- ☐ Copy of **Class A General Engineering license** issued by the California Contractors State License Board (CLSB)
- ☐ Copy of **Hazardous Substance Removal (HAZ)–Certification** issued by the California Contractors State License Board (CLSB)
- ☐ Copy of **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G)
- ☐ Copy of **Waste Tire Hauler Registration Decal (for each vehicle with effective and expiration dates)** issued by Cal Recycle (Department of Resources Recycling and Recovery)
- ☐ Copy of **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5)
- ☐ Copy of **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery)
- ☐ Copy of **Motor Carrier Certificate** issued by US DOT - Federal Motor Carrier Safety Administration, (Title 49 of the U.S. Code of Federal Regulations
- ☐ Copy of **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP)
- ☐ Copy of **Hazardous Waste Transporter Registration Number** “Medical Waste Transporter” issued by CA - Department of Public Health, HSC Section 118025

Attachment 2
Required Documents

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.

Reset Form | Print Form

SCO ID: 2660-01A6671

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
01A6671	

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 DGS 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	10
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Bid Proposal (attached upon award)	4
+ - Attachment 2	District 01 Maintenance Facilities	2
+ - Attachment 3	Service Request	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Reset Form | Print Form

SCO ID: 2660-01A6671

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
01A6671	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Transportation (Caltrans)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1727 30th Street, MS 65	Sacramento	CA	95816
PRINTED NAME OF PERSON SIGNING	TITLE		
	Contract Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Exhibit A
Commercial Services

Scope of Work

1. Contractor shall provide on-call, delivery, pickup, drop off, transport and disposal or recycling services of hazardous waste disposal services including but not limited to hazardous waste biological waste, environmentally regulated waste, and laboratory (lab) packed waste, and provide guidance and recommendations regarding these services to the California Department of Transportation (Caltrans) as described herein:

A. Waste to be removed under the terms of this Agreement include, but is not limited to, hazardous, environmentally regulated, universal, and biological, which may be containerized, lab packed or stockpiled. Waste may also include petroleum-based asphalt; soil/absorbent contaminated with coolant, oil, diesel or gasoline; waste from asphalt tanks, wash rack clarifiers, hydraulic hoist pits, kettles, used motor oil; paints; solvents, thinners; various types of aerosols, gases, adhesives, freon, refrigerants, propane in cans, cylinders, tanks; water softener, clarifier filters in cylinders and or tanks; all types of lighting ballasts, fixtures and bulbs/tubes, LED, mercury vapor, and exit signs/possibly radioactive type, waste from all types of corrosives; polychlorinated biphenyls, fuses/flares, human waste (biological) in bottles, pails, needles, and, various types of used batteries. Caltrans Contract Manager may identify other hazardous waste or environmentally regulated waste subject to the terms of this Agreement.

B. Contractor shall provide necessary guidance, recommendations, preparations, and shall furnish all labor, personnel, travel, equipment, supplies and materials required to conduct hazardous waste assessment, reduce contamination, neutralize waste, cleanup, collect and deliver samples to lab, test, identify, characterize, profile, package, seal, label, mark, and manifest stored materials and/or waste in advance of subsequent pick-up and recycling/disposal. Caltrans Contract Manager is the final decision maker of which guidance and recommendations are followed.

C. Contractor shall provide new or reconditioned, dual rated, packaging materials for liquids and solids when applicable, and shall be of the greatest ratings available and compliant for packing and disposing of RCRA listed or characterized waste for transport in accordance with all applicable Federal, State and local laws and regulations. Steel drums shall include but are not limited to having a ring bolt with tamper proof hole and shall include a jam nut and materials shall have a dual rating of (Y), (X) or combination thereof for packaging meeting Packing Group I, II and III tests for liquids and solids, when applicable; (CFR Title 49/Subtitle B/Chapter I/Subchapter C/Part 178), as requested by Contract Manager.

D. Reconditioned drums shall be identified by "R" and if they pass the leak proofness test with an "L". Markings are placed at the end of the specifications, R or RL.

Drum, steel, closed top for Package Group I liquids, UN1A1/X1.8/300
Drum, steel, open top for Package Group II & III, dual rated for
liquids - UN1A2/Y1.6/130 &
solids - UN1A2/X400/S

E. Contractor shall supply a portable scale large enough to weigh 85-gallon drums with weight limit of up to 1500 pounds during each Drum Run and shall weigh the containers to properly complete the manifest.

F. Contractor shall have access to State certified analytical facilities capable of performing chemical analyses. Laboratories performing chemical analyses for Contractor shall be certified

Exhibit A
Commercial Services

by the California State Water Resources Control Board, Environmental Laboratory Accreditation Program (SWRCB-ELAP) for the specific waste required analyses. Mobile laboratory units shall be certified by SWRCB, for the specific waste analyses. Laboratory methods not certified by SWRCB may be performed by laboratories only if recognized by SWRCB for comparable test methods or if the laboratory is certified as a US EPA Contract laboratory. Standard turnaround time for laboratory analysis **shall be 48 hours but may be longer at the discretion of Caltrans Contract Manager**.

G. Contractor sampling and sample management including but not limited to, providing decontaminated/new sample containers, labels, appropriate preservation, transport, and chain of custody records for the sampling from the work site to the laboratory shall comply with the sampling, planning, methodology, and equipment and the sample processing, documentation, and custody procedures specified in CCR, Title 22, Division 4.5, Chapter 11, Article 3: Characteristics of Hazardous Waste, Section 66261.20 (22 CCR 66261.20).

H. Sampling

1) Contractor shall ensure that all lab work is done at a California Environmental Protection Agency (CalEPA) certified Environmental Laboratory Accreditation Program (ELAP) lab. The laboratory performing hazardous waste analysis shall be certified by the CalEPA Department of Toxic Substances Control (DTSC) for that specific hazardous waste analysis category.

2) No Contractor or Subcontractor performing sampling at the worksite may be awarded this contract unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code (LC) section 1725.5 [with limited exceptions from this requirement for bid purposes only under LC section 1771.1(a)]. A Contractor or Subcontractor performing only the lab testing is exempt from the registration requirement.

I. Contractor shall legally dispose of all waste substances and other waste materials generated at the **District 01 Caltrans Maintenance Facilities**, **Attachment 2**, or other sites designated by Caltrans Contract Manager within the District's right of way in accordance and compliance with all applicable Federal, State, and local laws and regulations.

J. Contractor shall transport waste to appropriate facilities within the State of California. Only waste that cannot be treated or disposed in California's TSDF shall be transported out of state, however Contractor shall inform Contract Manager before disposal or departure why it cannot be disposed in California. Treatment, storage, and disposal of hazardous or regulated non-hazardous waste shall be at a DTSC permitted facility. Non-hazardous material recycling/disposal shall be in accordance and compliance with all State and local regulations and meet landfill acceptance criteria.

K. Contractor shall provide a list of all disposal and recycling facilities within the District and of closest out of District locations for Caltrans Contract Manager approval. Contractor shall use sites and recycling/disposal methods that are most cost-effective and in the best interest of the State.

L. Contractor shall assure Caltrans that the recycling/disposal sites used are approved by Federal, State, and local governments and are operated with integrity; and that there are no known pending administrative or judicial actions to restrict their use. Caltrans may conduct inspections of recycling/disposal facilities used by Contractor to ensure proper compliance with Federal, State and local law, regulations and permit requirements.

Exhibit A
Commercial Services

M. Contractor shall maintain all applicable California and Federal licenses, certifications, endorsements, registrations, identification numbers, and permits for the removal, transport, and/or storage of hazardous and regulated materials as described herein throughout the duration of this Agreement. Contractor shall provide hard copy or electronic, as specified by Caltrans Contract Manager, a current and continuously updated copy as needed of all required aforementioned documentation, including those of all their employees expected to work under this agreement, prior to but no later than at the scheduled Pre-Job Meeting and at the hiring of new employees.

N. Waste recycling/disposal shall require a final copy of signed Manifest or proof of receipt from designated disposal facility, and a certified weight receipt/tag with printed name and signature of person certifying weight when applicable.

O. Contractor shall provide materials including picking up from vendors and delivering to Caltrans Facilities and pick up and legally dispose of waste as requested upon issuance of Service Request. This may or may not involve multiple sites per request.

P. Contractor shall provide Roadside Cleanup on Caltrans right of way as requested on Service Request.

2. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.

3. Any reference to Caltrans Contact Manager will also include designee.

4. The services shall be performed in the Counties of Mendocino, Lake, Humboldt, and Del Norte. Refer to **District 01 Maintenance Facilities, Attachment 2** for a list of locations.

5. This Agreement will commence on **October 1, 2026 (estimate)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **September 30, 2029 (estimate).** Contractor shall provide said services during normal work hours between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.Caltrans Contract Manager may have varying individual facility hours and days of operation within the described normal work hours, which can be limited to Monday through Thursday or Tuesday through Friday. The parties may amend this Agreement as permitted by law.

6. All inquiries during the term of this Agreement will be directed to the project representatives identified 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.

Exhibit A
Commercial Services

California Department of Transportation (Caltrans)	**Contractor TBD**
Section/Unit: District 01/Maintenance	Project Manager:
Contract Manager: **TBD**	
Address:	Address:
Business Phone:	Business Phone:
Email Address:	Email Address:

7. Service Requests

A. On an on-call basis, Caltrans Contract Manager shall assign specific services, as described herein, to contractor through the issuance of Service Requests. Refer to **Service Request Attachment 3**. All provisions in this Agreement apply to all Service Requests as appropriate for the requested service. In the event a request for services is made by telephone, the request will be confirmed in writing via Service Request by Caltrans Contract Manager within five (5) working days. Contractor shall provide the requested services within five (5) working days of the notification.

B. When waste operations impact public health, safety, or welfare, Contractor shall provide services **within 4 hours** upon notice by Caltrans Contract Manager, unless otherwise authorized in writing by Caltrans Contract Manager.

C. All Service Requests shall be limited to the type of work specified in this **Exhibit A**, **Scope of Work**. Payment for these services shall be in accordance with **Rates/Compensation Provisions, Exhibit B**, **Budget Detail and Payment Provisions** and **Bid Proposal, Attachment 1.** If there is a discrepancy between the Service Request and this Agreement, this Agreement shall take precedence.

D. Each Service Request will identify the scope of services, including, but not limited to, service location (s), deliverables, materials, performance period, schedule, pickup and disposal services, and costs pursuant to the rates in **Bid Proposal, Attachment 1**. Service Requests shall be the complete instruction and authorization for the proposed work and Contractor shall comply fully with all particulars thereof. Changes to the Service Request are not allowed unless prior approval received from Caltrans Contract Manager.

E. Each Service Request will identify the Caltrans Facility Contact.

F. Service Requests cannot extend beyond the Estimated Work Finish Date of the request without prior CALTRANS CONTRACT MANAGER approval, nor beyond the expiration date of this Agreement. Service Requests cannot be used to amend this Agreement.

G. Contractor shall sign and return Service Requests to Caltrans Contract Manager.

H. Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Service Request, or if any work not on the original Service Request is needed, additional written authorization shall be obtained from Caltrans Contract Manager. Caltrans will pay only for work requested and authorized in writing by Caltrans Contract Manager in a Service Request. Service Request shall not be combined to charge for

Exhibit A
Commercial Services

travel between sites, unless clearly indicated on the request that the service is for multiple or various sites.

I. Contractor's failure to begin work or to complete work in the time required shall be considered non-conformance with contract requirements and subject to termination of this Agreement for default pursuant to **Exhibit D, Termination**.

J. Should Caltrans Contract Manager determine that the work has not been completed to their satisfaction, Contractor shall correct the work at Contractor's sole expense.

8. Definitions As Used in This Agreement

A. Contractor's employees shall comply with California Occupational Safety and Health Administration (Cal/OSHA) training requirements per California Code of Regulations (CCR), Title 8, Section 5192 (8 CCR 5192), Hazardous Waste Operations and Emergency Response.

B. Job Classifications, as listed below, are used in this Agreement to describe a specific service or function performed by Contractor's personnel. These classifications are **not** reflective of Prevailing Wage Classifications and shall not be used for determining prevailing wage hourly rates. **Contractor shall ascertain the appropriate Department of Industrial Relations (DIR) craft/classification prevailing wage rate in accordance with the work described herein.** Contractor certifies submittal of its **Bid Proposal, Attachment 1** satisfies the requirements set forth in this Agreement and prevailing wage requirements set forth by DIR and applicable, law, statute and regulations.

1) **Lead Technician/Supervisor:** Provides on-site supervision of Contractor's employees engaged in hazardous waste operations. Must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE), spill containment program, and health hazard monitoring procedures and techniques. Lead Technician/Supervisor shall comply with CCR, Title 8, Section 5192 (8 CCR 5192) and Code of Federal Regulations (CFR), Title 29, Section 1910.120 (e)(4) (29 CFR 1910.120 (e)(4)). The predominate duty of the Lead Technician/Supervisor is to provide onsite supervision. One (1) Lead Technician/Supervisor is required to be present during the full work shift at each job site. Lead Technician/Supervisor must be listed on the billing invoice and payrolls as working the full shift(s). Lead Technician/Supervisor's name and title shall be listed on the billing invoice, daily work summary and/or the payrolls.

2) **Technician/Bio-hazard Personnel:** Require specialized skills and knowledge of proper practices and use procedures for dealing with sampling and testing instruments and equipment, specialized PPE, and techniques for advanced sampling, control, containment, lab packing, and/or confinement operations. Technician/bio-Hazard Personnel's name and title shall be listed on the billing invoice, daily work summary and payrolls.

3) **Operator/Driver:** Perform hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, pack, load, secure, transport, and dispose of hazardous materials. Operators/Drivers shall possess **a valid commercial driver's license** of the appropriate class and comply with California Vehicle Code Sections 15250 and 31560.

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9. Rates/Compensation Provisions

A. **Personnel/Labor rates** shall include all Personal Protective Equipment (PPE) (levels C and D). at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section A, Personnel**, Lunch times and Contractor caused standby are excluded. All rates shall include all incidentals.

B. **Equipment rates** shall include all tools, hand tools, hand truck, portable scale, pallet jack, straps, and any other equipment and supplies necessary to provide the services required by this Agreement at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section B Equipment**.

C. **Disposal Costs** – Contractor will be compensated for the disposal or recycling costs of containerized waste at the appropriate bid rate in **Section C, Disposal Cost** on **Bid Proposal Attachment 1**. Unit Cost per line item shall be a flat rate and shall include all related costs for the required containers listed in **Section C, Disposal Cost**.

1) Disposal Costs (The unit cost shall be the cost to legally dispose of the line item. For example, the cost of disposal for one (1) fifty-five (55) gallon drum or one (1) tri-wall box). Disposal includes pick up and drop off and all incidentals, including travel (unless for travel from site to site). Rates for disposal shall include all labels, manifests, creation of profiles for waste streams, packing absorbents, drum liners, testing materials and purchase, pick up, delivery and loading into truck.

2) Unit costs include supplies, documents, and recycling/disposal, including but not limited to, providing any necessary guidance, recommendations, preparations, tools, smaller incidental equipment, hand truck, pallet jack, tools, hazmat equipment, PPE(s), conducting hazardous waste assessment, cleanup, identifying, characterizing, profiles/profiling, sealing, labels/labeling, marking, manifests/manifesting, collecting, loading, removing, transporting, and legally recycling/disposing of waste substances, completion of chain of custody reports, Spill Diary, quarterly reports, and appropriate documentation as listed under **Exhibit B, Budget Detail and Payment Provisions.**

3) Compensation begins from the time all required Contractor employees and equipment arrive and make contact with the Caltrans representative at the Caltrans facility or location, labels, marks, loads, and secures container(s) and will end when Contractor' signs Spill Diary at the last Caltrans facility or location.

4) Assessment by the Technician may be required in advance of and in preparation for recycling/disposal and per the Service Request. Assessment will be paid at the hourly rate for Technician under Personnel, on **Bid Proposal, Attachment 1.**

5) Waste recycling/disposal shall require a final copy of signed Manifest or proof of receipt from designated recycling/disposal facility, and a certified weight receipt/tag with printed name and signature of person certifying weight when applicable.

D. **Materials rates** shall only be applicable for standalone material delivery(s) and shall include all new materials rated and compliant for packing RCRA listed or characterized waste tools, hand truck, straps, travel, purchase and pickup from vendor, and delivery to Caltrans facility(s) at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section D Materials.**

E. **Per Diem rates** : Overnight travel may be required under this Agreement. Caltrans Contract Manager must pre-approve travel in writing. Contractor will be reimbursed for per diem only

without markup for this and must provide justification and receipts. Refer to **Exhibit B, Budget Detail and Payment Provisions**.

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

G. **Travel**

1) No separate or additional compensation will be paid for any incidentals (such as travel)unless between Caltrans facilities only if listed on the Service Request, and on the same day.

2) Haz waste, with material delivery: Contractor will be compensated for travel from the first site to the last site on the same day. No compensation to the first or from the last.

3) Material delivery only: Pay the driver by the hour, from first site to last site.

10. Roadside Biohazard Waste Cleanup

A. Contractor shall provide containment, clean up, removal, and sanitization operations at roadside facilities or locations (within the Caltrans right of way for biowaste cleanup).

B. Contractor shall provide all necessary equipment to remove small containers, lab pack, transfer waste into bulk packaging, and dispose of waste in the most economical method. Once biowaste is removed, all contaminated surface areas shall be cleaned and sprayed with disinfectant as directed by Caltrans Contract Manager. Equipment required to perform biowaste cleanup operations may include transport truck, pressure washer, water truck, "Hudson-style" compression sprayer, waste containers, and hypochlorite solution.

11. Special Provisions

A. Waste removal work involves identifying, pre-treating, and waste analysis through onsite or offsite lab testing and profiling of waste, container collections, lab packs, transporting and legally recycling/disposing of containerized regulated and hazardous waste substances from pump stations, brake check areas, maintenance facilities and other locations within Caltrans right of way.

B. Contractor shall provide said services during normal work hours between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Varying individual facility hours and days of

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operation within the described normal work hours, which can be limited to Monday through Thursday or Tuesday through Friday, will be determined and provided by Caltrans Contract Manager.

C. Contractor's employees may schedule with Caltrans Contract Manager, work ahead of the waste container collections to prepare the waste by taking samples and getting a waste removal plan developed through lab analysis. Waste collections are then scheduled with written approval of Caltrans Contract Manager and per the Service Request.

D. Waste collections must be handled by a hazardous waste trained employee who has had proper training as defined in Title 8 CCR 5192. An Operator/Driver performs duties such as picking up containerized wastes in drums or by a vacuum truck operation.

E. Where larger jobs are involved, personnel may be required to perform multiple job duties. Contractor will be compensated for the actual duties performed by the employee. These combined operations, as well as all work, must be expressly pre-approved by Caltrans Contract Manager.

F. Contractor shall comply with all Federal, State, and local agency requirements for recycling/disposal of hazardous waste material, universal waste, recycled waste, biowaste,

G. Caltrans Contract Manager will provide to Contractor a list of Environmental Protection Agency (EPA) Waste Generator Identification Numbers as appropriate.

H. Contractor to only bill invoice(s) separately per Service Request once all work and documents (final manifest) have been properly completed.

J. Contractor's invoice due date shall not be less than 45 days from the invoice date. Contractor shall provide a **Hazardous Waste Spill Diary** for each Service Request(s) and include a copy signed by Contractor and Caltrans Contract Manager with invoice.

K. Contractor shall complete a Spill Diary(ies) per day as provided by Caltrans Facility Contact.

L. Contractor shall provide and review all information necessary for completing a Uniform Hazardous Waste Manifest and give copies to the Caltrans representative at the site. The onsite Caltrans representative shall sign all Uniform Hazardous Waste Manifests prior to transporting waste off Caltrans property. In addition, Contractor shall use the modified manifesting procedure, when appropriate, for other wastes, such as waste oil.

M. Waste from non-Caltrans facilities shall not be commingled with Caltrans waste during pickup schedule. Contractor shall not stop at non-Caltrans facilities or locations to collect waste while traveling in between Caltrans locations or while transporting to designated recycling/disposal facility.

B. Caltrans Contract Manager will establish a travel pickup schedule to be followed by Contractor and to assure access to the facility for waste removal operations.

C. Contractor shall follow the schedule listed in the Service Request. No compensation will be made if the schedule in the Service Request is not followed, unless change is approved in advance by Contract Manager.

D. Disposal Facilities: All non-recyclable waste shall be disposed of at a properly licensed disposal facility.

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E. Recycle Facilities: Contractor shall provide a listing of recycle facilities approved by the California Waste Exchange and California Department of Resources Recycling and Recovery (CalRecycle) that will be proposed for use in the course of waste disposal within the contract area. Additional recycle facilities proposed by Contractor may be added or deleted at Caltrans Contract Manager's discretion. Caltrans Contract Manager will provide written notice of any changes to recycle or disposal locations to Contractor within 48 hours.

F. Contractor shall provide requested equipment, materials, vehicles, and staff (properly equipped and trained), and must be capable of hauling/transporting as described herein (also refer to **Bid Proposal, Attachment 1**. All equipment shall be fully operational and maintained.

G. Contractor's methods for pickup, removal, cleanup, and disposal services will be monitored on an on-going basis to ensure the most economical methods are being utilized. Contractor shall provide Caltrans Contract Manager, a quarterly report of expenditures and quantities of removed waste categorized by CalEPA waste stream codes per site. Quarterly report format shall be subject to approval by Caltrans Contract Manager.

H. Contractor and subcontractor is subject to announced and/or unannounced inspections of their operations, records, and facilities by the State to verify contract compliance. This does not relieve Contractor of its responsibility to ensure proper contract compliance through its own inspections or other means. Contractor may be asked to provide, to Caltrans Contract Manager, copies of any documentation and/or reports of Federal, State, or local government inspections pertaining to contractor's operations.

I. Personal Protective Equipment and Training Requirements

   1) Contractor shall comply with Title 8 CCR 5192 and all Cal/OSHA regulations. Contractor will assure that their employees performing work under this Agreement shall comply with employee safety regulations for the class of chemicals involved at all times. Employees performing work under this Agreement shall, upon request by Caltrans Contract Manager, show proof of training documenting what work the employee is so trained to perform.

   2) Contractor shall provide all necessary PPE to their employees.

J. Contractor shall assume ownership of waste material immediately upon transfer from Caltrans facilities to Contractor's waste transport vehicle.

K. Contractor shall recycle or dispose of waste materials in a lawful manner.

L. Contractor shall conduct operations in a manner as to avoid damage to Caltrans property and the property of others. Any damage caused by contractor shall be repaired or replaced at contractor's sole expense.

M. Contractor shall provide all personnel/labor, tools, vehicles, materials, equipment, required to perform the services and shall pay all costs, fees, expenses, and taxes related to or arising from the Agreement services.

N. Contractor is solely responsible for any and all injuries, losses, and damages caused by Contractor, its employees, or its agents.

12. No Waiver

No failure or delay by Caltrans Contract Manager to enforce any provisions of this Agreement shall be deemed a waiver of Caltrans' rights, nor shall partial enforcement preclude further

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enforcement. No action or inaction by Caltrans Contract Manager shall create an estoppel against strict enforcement of this Agreement.

13. Waste Disposal

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

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Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For Service Requests satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoice, Caltrans agrees to compensate Contractor in accordance with the **Bid Proposal, Attachment 1** and **Exhibits A and B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.

B. Contractor to only bill invoice(s) once all work and documents have been properly completed.

C. Contractor's invoice due date shall not be less than 45 days from the invoice date.

D. Contractor shall submit the invoice within 15 days of receiving final destination disposal documentation.

E. All Service Requests shall be invoiced separately, and shall be itemized per **Bid Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in areas of the service.

F. Each invoice shall also include:

1) Agreement Number **01A6671**
2) Dates of Service
3) Approved Service Requests
4) Service Request Number
5) Hazardous Waste Manifest - signed final copy, or proof of receipt from disposal facility.
6) Certified weight receipt/tag with printed name and signature of person certifying weight when applicable.
7) Hazardous Spill Diary – signed at Caltrans facility by Caltrans and Contractor.
8) Itemized description of all charges (includes employee names, equipment numbers, bin numbers, item numbers, personnel/labor, equipment, disposal costs, materials, and sump as noted in **Bid Proposal, Attachment 1**.
9) All manifest numbers (if applicable) must be noted.
10) Supporting documents such as per diem receipts and other required documents must accompany Contractor's invoice.
11) Lodging and Meal Receipts are required when Per Diem is claimed when approved for overnight travel by Caltrans Contract Manager.

G. Caltrans will not be required to pay invoices that do not contain all the required information and documentation or for work that is not satisfactorily completed and approved by Caltrans Contract Manager. Such invoices shall be returned to contractor for correction, unapproved and unpaid.

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

California Department of Transportation (Caltrans)
District 01/Maintenance
Attention: TBD
Street Address/PO Box
City, CA Zip Code

I. Sampling and Testing: Contractor will not be paid for obtaining samples and delivering or shipping the samples to a lab in accordance with the assigned **Service Request, Attachment 3.** Lab analysis shall be included in the rates on the **Bid Proposal, Attachment 1**. **No additional compensation will be paid for lab analysis.**

J. Travel/time: Contractor will not be paid for any travel or time as it is included in the costs of the appropriate type of service as described in **Bid Proposal, Attachment 1**. No additional compensation will be paid for travel or time.

K. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager 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 the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.

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

3. Prompt Payment Clause

A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

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

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4. 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.

5. Costs Included in Bid Rates

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.

6. Cost Principles

A. Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.

B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.

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

7. Payroll Records

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

1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.

2) The payroll records, enumerated under **paragraph 1** above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Certified payrolls shall be made available as follows:

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a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b) A certified copy of all payroll records enumerated in **paragraph 1** above, shall be made available for inspection or furnished upon request to a representative of Caltrans and the Department of Industrial Relations Division (DIR) of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards shall not be altered or obliterated by contractor.

c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and a hard copy sent by regular mail on the business day following receipt of request.

d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1,** above**,** to the entity that requested the records within 10 days after receipt of a written request.

e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1,** above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1,** above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

B. The penalties specified in **paragraph g** above, for noncompliance with the provisions of said Labor Code Section 1776, will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.

C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed

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inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.

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

8. Penalty

A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.

C. If a worker employed by a Subcontractor on a public works project is not paid general prevailing per diem wages by Subcontractor, Prime Contractor of project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:

1) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

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2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.

3) Upon becoming aware of the failure of Subcontractor to pay their workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.

4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.

D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due to Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.

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

9. State General Prevailing Wage Rates

A. Contractor agrees to comply with all applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. Pursuant to Labor Code Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:

1) More than $25,000 for public works construction; or

2) More than $15,000 for the alteration, demolition, installation, repair, or maintenance of public works.

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

10. 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

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Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.

B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.

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

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

11. 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.

12. Employment of Apprentices

A. Where the prime contract is $30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.

B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, PO Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.

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

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Special Terms and Conditions

1. Settlement of Disputes

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.

B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

C. The final decision by Caltrans Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.

2. Termination

A. If, after award and execution of the Agreement, contractor's performance is unsatisfactory, the Agreement may be **immediately** terminated for default. Additionally, contractor may be liable to Caltrans for damages including the difference between contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as contractor failing to perform services required by the Agreement in a satisfactory manner.

B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.

C. Caltrans may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.

D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day notice to Contractor.

3. Retention of Audits

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

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

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4. Subcontractors

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

5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059) to Caltrans Contract Manager with each invoice.

B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold $10,000, or full payment if it is less than $10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the DOT ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

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

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

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

7. DVBE Participation (Not Required)

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

8. 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

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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.

9. Laws to be Observed

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

10. 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.

11. 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.

12. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of 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.

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13. State-Owned Data-Integrity and Security

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

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

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

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

3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

B. Contractor shall use the State-owned data only for State purposes under this Agreement.

C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual Section 5335.1).

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.

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

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with performance of this Agreement, to any and all environmental health hazards, local

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

16. 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.

17. 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.

18. Electronic Signatures

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

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Additional Provisions

1. General Provisions Required in all Insurance Policies

A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least 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 Contactor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by Caltrans.

E. Inadequate Insurance: Inadequate or lack of insurance does not negate contractor's obligations under this Agreement.

F. Endorsements: **Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.**

G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If contractor is self -insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: https://www.dgs.ca.gov/ORIM.

H. Contractor shall include all its Subcontractors as insured under Contractor's insurance or supply evidence of insurance to Caltrans equal to the policies, coverages, and limits required of Contractor.

I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

A. Commercial General Liability

1) Contractor shall maintain general liability on an occurrence form with limits not less than **$1,000,000** per occurrence and **$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall

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apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

2) The policy must include:

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

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

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

B. Automobile Liability

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

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

C. Workers' Compensation and Employer's Liability

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

D. Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous material whether by Contractor or a Subcontractor and a **copy of the Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90 form must be provided to Caltrans by Contractor**. Limits of not less than **$1,000,000** per incident and an annual aggregate amount of **$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Satisfying a Self-Insured Retention (SIR)

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

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pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

F. Available Coverages/Limits

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

3. Motor Carrier Permit Requirements

A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).

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

4. License and Permits

Contractor shall be properly licensed, registered, and/or certified and shall conform to all State, Local, and Federal laws, rules, and regulations. Contractor shall possess **at the time of bid submittal, during evaluation,** and for the duration of the Agreement, a valid and current:

A. **Class A General Engineering license** issued by the California Contractors State License Board (CSLB)

B. **Hazardous Substance Removal (HAZ)–Certification** issued by the California Contractors State License Board (CSLB)

C. **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G)

D. **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP)

E. **Waste Tire Hauler Registration Decal (for each vehicle with effective and expiration dates)** issued by Cal Recycle (Department of Resources Recycling and Recovery)

F. **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5

G. **Hazardous Waste Transporter Registration Number** "Medical Waste Transporter" issued by CA - Department of Public Health, HSC Section 118025

H. **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act)

I. **Motor Carrier Certificate** issued by US DOT - Federal Motor Carrier Safety Administration, (Title 49 of the U.S. Code of Federal Regulations)

J. Bidder shall possess **at the start of work** and for the duration of the Agreement, a valid and current **Hazardous Waste Operations and Emergency Response HAZWOPER**

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Certificates, both for the initial 40 hours of training and most current eight (8) hour refresher training.

H. Contractor or Contractor's employees must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE) program, spill containment program, and health hazard monitoring procedures and techniques.

I. Contractor or Contractor's employees must have the required skills and knowledge of proper use procedures for dealing with sampling and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment, and/or confinement operations.

J. Contractor or Contractor's employees must perform hazardous waste cleanup operations in industrial settings; have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall comply with the California Occupational Safety and Health Administration (Cal/OSHA) training requirements as outlined in California Code of Regulations (CCR), Title 8, Section 5192. Operators shall possess a valid commercial driver's license of the appropriate class and comply with Section 15250 and Section 31560 of the California Vehicle Code

K. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.

L. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.

M. If Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.

N. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. 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

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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.

6. Prohibition of Delinquent Taxpayers

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

Attachment 2
District 01 Maintenance Facilities

Facility Name	Street Address	City
Crescent City Maintenance Station	7110 North Hwy 101	Crescent City
Eureka Maintenance Station	6100 North Hwy 101	Eureka
Willow Creek Maintenance Station	634 Hwy 36	Willow Creek
Garberville Maintenance Station	1500 Redwood Drive	Garberville
Ukiah Maintenance Station	90 West Lake Mendocino Dr.	Ukiah
Orleans Maintenance Station	156 W Pearch Creek Rd.	Orleans
Gasquet Maintenance Station	15600 Highway 199	Gasquet
Bridgeville Maintenance Station	26360 Hwy 36	Bridgeville
Fortuna Maintenance Station	1924 Smith Lane	Fortuna
Leggett Maintenance Station	65441 Drive Thru Tree Rd.	Leggett
Willits Maintenance Station	21340 Baechtel Rd	Willits

Attachment 2
District 01 Maintenance Facilities

Facility Name	Street Address	City
Fort Bragg Maintenance Station	1200 North Main st.	Fort Bragg
Boonville Maintenance Station	13500 Anderson Valley way	Boonville
Manchester Maintenance Station	19835 South Hwy 1	Manchester
Lakeport Maintenance Station	3218 Hill rd.	Lakeport
Clearlake Oaks Maintenance Station	13070 East Hwy 20	Clearlake Oaks
Eureka Equipment Shop	1650 Albee St.	Eureka
Dist 4 Paint crew shop	1473 Eeloa Ave	Rio Dell

Attachment 3
SERVICE REQUEST

Service Request Number:		**Agreement Number:** 01A6671	**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 **01A6671** 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 **01A6671** 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 **01A6671** shall be in full force and effect.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		CONTRACTOR	
Signature	Date	Signature	Date