

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 20, 2026

Addendum No. 1
Invitation for Bid (IFB) #05A3038
Routine and Non-Routine Heating, Ventilation and Air Conditioning (HVAC) Services
in Monterey and San Luis Obispo Counties

NOTICE TO ALL PROSPECTIVE BIDDERS:

Addendum No. 1 is being issued for the above-referenced IFB. Bids for this work shall be with the full understanding of this Addendum.

The following changes have been made for this IFB:

1. The Bid Submittal due date has been extended. Please refer to the revised IFB Timeline below:

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	08/06/26	
Written Question Submittal	08/13/26	2:00 p.m.
Final Date and Time for Bid Submission	08/27/26	2:00 p.m.
Bid Opening	08/27/26	2:30 p.m.
Proposed Award Date (estimate)	09/04/26	

2. **Scope of Work, Exhibit A, Section 10, Item G 5 – 12** has been removed from this IFB as is duplicate information. Please see Revised **Exhibit A** attached to this Addendum.
3. **Address to King City Maintenance Station has been corrected.** Please see update made in Exhibit A, attached to this Addendum.

The following represents questions submitted for this IFB and the Department's responses:

Question 1:

What is the pricing distinction between **Attachment 1, Bid Proposal line Items 3 and 4**, since both reference HVAC replacement?

Answer:

Line item 3 is for parts related to non-routine services that are not included in **line item 2**. **Line item 4** is for the units and parts when a unit must be completely replaced.

Question 2:

For **Attachment 1, Bid Proposal Line Item 4**, what representative equipment type, tonnage/capacity, efficiency, accessories, and installation conditions should bidders use for like-kind pricing?

Answer:

Anything that is required for replacement of any of the HVAC units listed in the **Scope of Work**.

Question 3:

Does **Attachment 1, Bid Proposal Line Item 4** include equipment/material cost, permits, electrical changes, controls, roof work, disposal, startup, and commissioning?

Answer:

Yes.

Question 4:

Does **Bid Proposal Line Item 1's** quantity of 70 represent individual preventive maintenance unit services over the full two-year term? Please provide the expected preventive maintenance count by site/year.

Answer:

35 units, 1 service each year (70 services in total).

Question 5:

Are filters and routine preventive maintenance consumables included in **Bid Proposal Line Item 1** or reimbursed through Item 6?

Answer:

Typically, service requests are emailed to Contract Manager of the vendor and whoever else they desire to setup the pickup date.

Question 6:

What proportion of waste is normally pre-packaged and ready for pickup versus requiring Contractor packaging on-site?

Answer:

Filters and belts if needed should be included.

Question 7:

Please confirm the King City Maintenance Station address. **Exhibit A** lists 850 South First Street, Salinas, CA 93901

Answer:

850 South First Street, King City, CA 93930. Please see update made in **Exhibit A**, attached to this Addendum.

Question 8:

Please confirm whether the apparent duplicate requirements in **Exhibit A, Section 10.G.5-12** are intentional.

Answer:

The duplicate entry has been removed. Please see **Exhibit A**, attached to this Addendum.

All other terms and conditions set forth in the IFB remain in full force and effect.

Sincerely,

Michael Dean

Michael Dean
Contract Analyst

Exhibit A
Public Works–State

Scope of Work

1. Contractor agrees to provide California Department of Transportation (Caltrans) routine and non-routine Heating, Ventilation and Air Conditioning (HVAC) services, as described herein:

Contractor shall provide all labor, equipment, vehicles, tools, materials, parts, permits, supplies, travel, legal disposal/recycling of waste, and incidentals required to maintain, repair, restore, and replace HVAC systems on Caltrans-owned properties within Monterey and San Luis Obispo Counties.

2. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement
3. These Public Works services shall be performed at the following District 05 Maintenance Stations within Monterey and San Luis Obispo Counties. Contractor must have a primary business location within Monterey and San Luis Obispo Counties or within a **60-mile radius** of one of the Maintenance Station locations listed below. A satellite or virtual office does not satisfy this requirement.
 - A. King City Maintenance Station (MS), 850 South First Street, ~~Salinas, CA 93901~~ Kings City, CA 93930.
 - B. Willow Springs MS, Highway (Hwy) 1, Big Sur, CA 93920
 - C. Cambria MS, 3130 Hwy 46, Cambria, CA 93428
 - D. Shandon MS, 444 West Centre Street, Shandon, CA 93461
 - E. Templeton MS, 640 North Main Street, Templeton, CA 93465
 - F. San Luis Obispo MS, 50 Higuera Street, San Luis Obispo, CA 93401
4. Any reference to Caltrans Contract Manager shall also include designee.
5. This Agreement will commence on **September 15, 2026 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement shall expire on **September 14, 2028 (estimate)**. The routine services shall be provided during 7:00 AM to 3:00 PM, Monday through Friday. On occasion, Contractor may be required to provide services outside of normal business hours, including weekends and holidays, to complete non-routine services as determined by Caltrans Contract Manager. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

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California Department of Transportation (Caltrans):	Contractor's Name TBD
Section/Unit: District 05/Maintenance	
Contract Manager: TBD	Project Manager:
Address:	Address:
Business Phone Number.:	Business Phone Number:
Email:	Email:

7. Assignment of Work

- A. Caltrans Contract Manager will issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 2, Service Request**.
- B. The Service Request shall include the following information:
 - 1) Agreement number **05A3038**
 - 2) Service Request number
 - 3) Date of request
 - 4) Caltrans Contract Manager name, and phone number
 - 5) Description and type of service (Routine or Non-routine)
 - 6) Location of service
 - 7) Service Request period of performance
 - 8) Estimate of hours, materials, and cost
 - 9) Specific Scope of Work to be performed under the Service Request, in accordance with the **Scope of Work** in this **Exhibit A**.
 - 10) Signature of Caltrans Contract Manager and Contractor
- C. The working days for each Service Request issued will be specified as the period of performance stated on each Service Request.
- D. Maximum term per Service Request shall not exceed three (3) months (no exceptions).

8. Routine Services

- A. Contractor shall provide routine preventative maintenance and repair services to HVAC once per calendar year and scheduled said maintenance with Caltrans Contract Manager.
- B. Services shall include, but are not limited to, preventive maintenance, diagnostics, troubleshooting, emergency repairs, and the removal and replacement of HVAC units.
- C. Below is a list of the units to be maintained under this Agreement:

**Exhibit A
Public Works–State**

Rooftop/Ground/Package	Model No.	Volts/PH/HZ	Quantity	Location
Split	LIRA054N-12A	120/1	1	King City MS
Wall pack	W36HZAD5XX4X	220/1	1	Shandon MS
Mini Split	MSZ-WR18NA	220/1	1	San Luis Obispo (SLO) MS
Mini Split Condenser	MUZ-WR18NA	220/1	1	SLO MS
Mini Split	DIY18HPWMAH230C25	220/1	1	SLO Sign
Mini Split	DIY09HPWMAH230C25	220/1	1	SLO Sign
Condenser	DIYMULTI327HP230C	220/1	1	SLO Sign
Wall Pack	W36H1A05XX4XXX	220/1	1	SLO Bridge
Wall Pack	W36H1A05XX4XXX	220/1	4	SLO 5 Wide
Wall Pack	W36H2A05XX4XXX	220/1	1	SLO 5 Wide
Mini Split	E2PRO12HPWMAH115	115/1	1	SLO Tree
Condenser	E2PRO12HPC11516	115/1	1	SLO Tree
Mini Split	MXZ-3L24NA3	220/1	1	SLO Facilities
Mini Split	MS2-GLO9NA	single	1	SLO Facilities
Split	PG8JAA036070	115/1	1	Templeton Supervisor Office
Condenser	48RAC358CC	220/3	1	Templeton Supervisor Office
Wall Pack	W36HZA05VP4XXX	220/1	3	Templeton 3 Wide
Split	TW4B36215A	220/1	1	Templeton Shop
Condenser	S8B1B080M4PTCAB	115/1	1	Templeton Shop
Package	S89PAV090-16	120/1	1	Cambria MS
Trane HB-Propane	Attic – Unknown Model	120V	1	Willow Springs MS

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Lennox Elite-Propane	Closet -Unknown Model	120V	1	Willow Springs MS
Payne-Propane	Closet-Unknown Model	120V	1	Willow Springs MS
Coleman-Propane	Laundry Room-Unknown Model	120V	1	Willow Springs MS
Guardian – Propane	Laundry Room-Unknown Model	120V	1	Willow Springs MS
Coleman-Propane	Laundry Room-Unknown Model	120V	1	Willow Springs MS
Bard	W36HY-A05YP4XXE	230/208V	1	Willow Springs MS

- D. When replacement is required, Contractor shall remove existing units and properly dispose of or recycle them in accordance with applicable federal, state, and local regulations, and shall furnish and install new units of equal or greater capacity and efficiency, subject to Caltrans approval.
- E. Routine preventative maintenance shall consist of inspecting, adjusting, testing, changing filters, cleaning burners, condensers, coils, electrical compartments, checking gas pressure, refrigerant leaks, and tightened electrical connections and repairing equipment as needed according to industry standards.
- F. For routine services, Contractor shall respond via e-mail to Service Requests within five (5) business days of issuance by Caltrans Contract Manager to Contractor. Work shall be scheduled shortly after receipt of the request unless Contractor shows proof of a need for delay due to difficulty obtaining materials, and additional time is authorized by Caltrans Contract Manager.
- D. Contractor shall perform a mandatory site inspection for initial analysis prior to the start of actual work. Contractor shall complete the mandatory site inspection within the first three (3) business days at worksite.
- E. Contractor shall identify the construction date of the building, type(s) of HVAC systems, related building materials used, and presume the presence of Asbestos Containing Materials (ACM) and Lead in areas of the requested services. If hazardous materials are thought to be present, Contractor and Caltrans Contract Manager will work together to identify and confirm the presence of hazardous substances.
- F. Contractor shall develop an HVAC assessment after the site inspection and shall send it via email to Caltrans Contract Manager prior to the commencement of work. HVAC system assessments shall include the following:
 - 1) A survey summary of existing HVAC type system(s).
 - 2) A complete, accurate, and detailed description of the HVAC system issue identifying

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need and/or recommendation for the routine maintenance and repair of the HVAC system(s). This report shall include estimated length of repair and location of the impacted HVAC system(s) within the facility.

- 3) A written draft proposal, outlining the type and cost of labor, and parts needed to maintain or repair the HVAC system(s).
 - 4) A draft schedule of work relating to the proposed routine maintenance or repair of the HVAC system(s) identified within Contractor's initial site inspection.
- G. Contractor shall submit HVAC system assessments to Caltrans Contract Manager within three (3) business days from the completion of the site inspection. The HVAC system assessments will be reviewed and approved by Caltrans Contract Manager prior to the start of work. Contractor shall then begin work within five (5) business days after receiving approval from Caltrans Contract Manager, unless directed otherwise by Caltrans Contract Manager.
- H. Contractor shall first perform a system start-up of all HVAC systems and then initiate a complete shutdown in order to complete maintenance and repair work, as necessary.

9. Non-Routine Services

- A. Contractor shall be at the site to begin work in response to a non-routine service call within 24 hours after receipt of the call, and work must be completed within 48 hours of the call or as specified and authorized by Caltrans Contract Manager.
- B. Upon commencement of work, Contractor shall notify Caltrans Contract Manager if Contractor determines that replacement of the HVAC unit is more cost effective than repair.

10. Replacement Services

- A. When directed or when system conditions warrant, Contractor shall perform HVAC replacement services. This shall include the removal of existing HVAC units and associated components, and the furnishing and installation of new units.
- B. Replacement units shall be new and of equal or greater capacity and energy efficiency than the units being replaced, unless otherwise approved by Caltrans. Contractor shall ensure all installations are complete, fully
- C. Installation (Units) – As-Needed Basis
 - 1) Contractor shall provide HVAC installation and replacement services on an as-needed basis. Specific unit quantities, sizes, types, and locations are not predetermined under this Agreement and shall be identified by Caltrans at the time of each service request.
 - 2) Upon notification by Caltrans, Contractor shall assess the existing equipment and site conditions and provide recommendations for replacement, including equipment type, capacity, and configuration appropriate for the application.
 - 3) Contractor shall furnish and install new HVAC equipment of like kind and function, with equal or greater capacity, efficiency, and performance characteristics as the equipment being replaced, unless otherwise approved in writing by the Caltrans Contract Manager.
 - 4) Equipment may include, but is not limited to:
 - a) Package units (including air handlers, condensers, and fuel-fired heating systems)

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- b) Split systems and mini-split systems (single- and multi-zone)
 - c) Ceiling-mounted or suspended heating units (gas, propane, diesel, or electric)
 - d) Evaporative coolers (swamp coolers)
 - e) Associated controls, ducting connections, and system components
- D. Final equipment selection, quantities, and installation locations shall be determined on a case-by-case basis and require written approval by the Caltrans Contract Manager prior to procurement and installation.
- E. Contractor shall ensure all installed equipment is properly sized based on field conditions, including but not limited to square footage, load requirements, airflow (CFM), and BTU capacity.
- F. All installations shall be complete, fully operational, and in compliance with applicable codes, manufacturer specifications, and Caltrans standards.
- G. Installation Specifications
- Contractor shall do the following while installing:
- 1) Relabel all new units and power disconnects for identification purposes.
 - 2) Replace all PVC with copper pipes, to condensate piping.
 - 3) Replumb gas shutoffs and sediment traps for correct installation.
 - 4) Replace old power shutoffs and correct any deficiencies.
 - 5) Replace all failed conduit with weather tight flexible steel coated conduit.
 - 6) Perform any necessary roof repair and sealing around units to prevent leaks.
 - 7) Ensure roof top units are comparable in weight to existing unit; if a heavier unit is used, Contractor shall conduct a structural analysis to ensure proper support.
 - 8) Verify that the existing power service meets the needs and requirements of all the new units. Any power supply modifications (wire size, breaker sizing and conduit sizing) shall be included, as needed, to meet voltage, phase, and/or amperage differences between units.
 - ~~9) Replace all failed conduit with weather tight flexible steel coated conduit.~~
 - ~~10) Perform any necessary roof repair and sealing around units to prevent leaks.~~
 - ~~11) Ensure roof top units are comparable in weight to existing unit; if a heavier unit is used, Contractor shall conduct a structural analysis to ensure proper support.~~
 - ~~12) Verify that the existing power service meets the needs and requirements of all the new units. Any power supply modifications (wire size, breaker sizing and conduit sizing) shall be included, as needed, to meet voltage, phase, and/or amperage differences between units.~~

11. Requirements For All Services

- A. Contractor shall be responsible to assure only licensed or certified personnel are permitted to respond to service calls.

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- B. Contractor shall assign one (1) technician to respond to Caltrans service calls. Prior written approval is required from Caltrans Contract Manager to have more than one (1) technician. The maximum number of technicians for any service request shall not exceed three (3).
- C. Contractor shall designate a contact person for the entire Agreement period. Caltrans requires Contractor to provide a telephone number or information by which the designated contact person can be reached during regular business hours, as well as during non-business hours for non-routine services. Contractor's designated contact person shall communicate effectively and be able to read and write concerning business-related issues. Contractor's designated contact person shall be available at the job site while the work is being performed.
- D. Contractor is required to have an answering machine or answering service and it shall be operational at all times.
- E. Contractor shall contact the Caltrans on-site authorized designee by telephone prior to arrival; this information will be provided by Caltrans Contract Manager.
- F. Contractor shall have sole responsibility for verifying all measurements and/or estimates required for material quantity and sizes prior to beginning any maintenance or repair work under this Agreement.
- G. Contractor shall only perform the work authorized and described in the Service Request that has been approved by Caltrans Contract Manager. If non-contemplated work is required to accomplish the intent of the order, additional authorization by email shall be obtained from Caltrans Contract Manager before said work is begun.
- H. The repaired HVAC unit shall be reinstalled and operational within the deadline established by Caltrans Contract Manager on the Service Request.
- I. Failure to begin work or to complete the work in the time required shall be considered default and be grounds for termination of this Agreement pursuant to **Exhibit D, Termination**.
- J. Classification of labor shall be categorized as:
 - 1) **HVAC Technician Journeyman**: An HVAC technician who has completed an apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform the work without supervision.
 - 2) **HVAC Technician Apprentice**: An HVAC technician who has less than five (5) years of work experience and who is enrolled in a certified apprenticeship program.
- K. Caltrans Contract Manager will inspect all work, parts, and materials. Any work that needs to be corrected will be corrected at Contractor's expense.

12. Detailed Description of Work

- A. Contractor shall maintain, repair, and service HVAC related systems components as directed. **Only parts/materials itemized specifically, and with a unique rate, on Attachment 1 will be paid separately**
- B. Contractor shall inspect and verify all measurements of the following prior to the start of **routine services**:
 - 1) Large Tonnage/Commercial HVAC (up to 20 tons) equipment

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- 2) Variable frequency drives (VFDs)
- 3) Centrifugal chillers
- 4) Packaged HVAC (including roof top units) and systems
- 5) Swamp coolers
- 6) Air handlers
- 7) Warm-air heating
- 8) Water heating
- 9) Heat pumps
- 10) Heating or cooling appliances
- 11) Plenum chambers
- 12) Ducts
- 13) Exhaust fans relating to HVAC
- 14) Registers
- 15) Flues, UV lights
- 16) Humidity and thermostatic controls
- 17) Air filters, air grilles, belts, and screens in connection with any HVAC systems
- 18) Warm-air HVAC systems which utilize solar energy
- 19) Water boiler equipment for low emission Air Quality Management District (AQMD) standards
- 20) HVAC control systems, thermostats, dial-timers, and control networks
- 21) Condenser coil, blower motor, fan blade, bearing (lubricate if required), capacitors
- 22) Packaged and split system HVAC equipment (mini split)
- 23) Ventilation, make-up, and evaporative air units
- 24) Condenser pumps, cooling towers, and chilled, condenser, steam, gas, and water pipes
- 25) Compressors, pumps, chilled water lines, water lines, controls, and meters
- 26) Water treatment systems and filters
- 27) Drain pans, drain lines
- 28) Operating inspections
- 29) Equipment overhauls
- 30) Compressor rebuilds
- 31) Sensors

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32) Freon

- C. At a minimum, requested maintenance service shall include but not be limited to:
- 1) Blower motor – inspect, measure amperage and voltage for proper operation
 - 2) Thermostats/controls – inspect, test for proper operation, calibrate and level
 - 3) Clean fins, straighten fins if possible
 - 4) Replace air filters and/or wash insert screens on equipped
 - 5) Replace belts if required
 - 6) Bearing – inspect for wear and lubricate if required
 - 7) Inspect, clean outdoor and indoor coils
 - 8) Condensate drains – inspect, flush and treat with anti-algae
 - 9) Inspect condenser coils – inspect, remove debris and clean
 - 10) Refrigerant – inspect for leaks, monitor operating pressures
 - 11) Safety devices – inspect for proper operation
 - 12) Electrical disconnect box – inspect for proper rating and safe installation
 - 13) Electrical wiring – inspect and tighten connections
 - 14) Test/inspect contactors for burned, pitted contacts
 - 15) Check electrical for exposed wiring
 - 16) Inspect and test capacitors
 - 17) Inspect fan blade, clean if necessary
 - 18) Inspect service valves for proper operation
 - 19) Measure supply/return temperature differential
 - 20) Inspect duct work for energy loss
 - 21) Compressor – monitor, measure amperage and volt draw and wiring connections
- D. Contractor shall notify Caltrans Contract Manager prior to performing any “hot” work, including but not limited, to the use of gas torches, soldering irons, or any open flame devices. Contractor shall have a fire prevention plan always including proper fire prevention (extinguisher) in place when performing hot work. Fire extinguisher equipment shall be provided at no extra cost to Caltrans.
- E. If Contractor fails to inform Caltrans Contract Manager of hot work, Contractor shall be liable for all damages resulting from failure to inform Caltrans Contract Manager of hot work that causes a fire alarm and/or building evacuation, which results in a stop work loss and/or bodily injury. Contractor shall be responsible for any costs, fees, or fines associated with fire alarms resulting from failure to inform Caltrans Contract Manager of hot work.
- F. Contractor shall perform system start-up and instruct site personnel on operation or maintenance of new systems or equipment, as necessary.
- G. During a wide-scale alert, Contractor may be contacted to provide services and/or

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equipment. Contractor shall agree that Caltrans' request for services will be a top priority.

- H. Contractor shall be responsible for any toll road access. Caltrans shall not be responsible for any toll road fees or violation.
- I. No additional compensation shall be paid for specialized equipment (whether owned or rented). No move-in/move-out will be paid on equipment or vehicles (whether owned or rented).
- J. No additional payment will be made for travel time to and from the job site. Commute time to and from the job site is not chargeable as all costs associated with travel shall be deemed to be, and are, included in **Attachment 1, Bid Proposal**. No per diem will be paid.

13. Miscellaneous Contractor Responsibilities

- A. Contractor shall provide materials, fasteners, and complete compatible HVAC units.
- B. Mounting location –
 - 1) Contractor shall inspect the mounting locations of all units.
 - 2) Determine if locations meet the manufacturers recommendations for installation.
 - 3) Demolish and replace or retrofit the mounting locations to facilitate the correct installation of the new HVAC units. Ensuring surface is correct for proper operation of HVAC unit with a flat/level mounting surface, providing adequate drainage away from the pads to ensure the proper operation and expected service life of the equipment is achieved.
- C. Contractor shall inspect serviceability of existing copper lines and control wiring between inside and outside HVAC components. Replace or clean as needed to ensure years of maintenance free service. Include in the purging and cleaning, or replacement of the existing cooper lines between the condensers and the air handlers, contractor needs to install insulation to assist in efficiency. Installation needs to be to industry standards.
- D. Relocate/replumb piping, verify/upgrade wiring as needed for correct connection, and verify control wiring serviceability for all new units.
- E. Relocate condensation drainpipes as needed to ensure correct drainage of water.
- F. Warranty provided by Contractor shall be per manufacturer's warranty, or one (1) year, whichever is longer. Workmanship shall be of one year except for the roof mounted unit will have a three (3) year leak free guarantee. That is three (3) years of no leaking caused by rain or snow. In the event of a leak in the roof caused by installation, Contactor is liable for all repairs at the Contractor's sole expense.
- G. Contractor shall perform system start-up and instruct site personnel on operation or maintenance of new systems or equipment, as necessary. Contractor shall also include a written-up manufacturing start up commission report to Caltrans Contract Manager at the completion of work.
- H. Inspect serviceability of existing insulation and copper lines and control wiring between inside and outside HVAC components. Replace or clean as needed to ensure years of maintenance free of service.
- I. Contractor is responsible for all permits needed. (This "like and kind" replacement will be exempt from State Fire Marshal (SFM) permit requirements).

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14. Compliance

All work performed under this Agreement shall be in accordance with the following:

- A. California Code of Regulations (CCR) Titles 8, 17, 19, 24.
- B. International Building Code Chapter 15.
- C. All State and Local regulations having jurisdiction over the Department of Transportation (Caltrans) facilities.
- D. Air Quality Management District (AQMD) standards.
- E. Applicable manufacturer's operating and maintenance installation instructions.
- F. Standards set forth by the California Occupational Safety & Health Administration (CAL-OSHA).

15. Parts/Materials/Supplies/Fees/Permits

- A. Contractor shall notify Caltrans Contract Manager in writing of any parts/materials/supplies/fees/permits not specifically identified in **Bid Proposal, Attachment 1** that are necessary to complete the work. Written approval from the Caltrans Contract Manager must be obtained prior to the purchase or installation of such items for the costs to be eligible for reimbursement.
- B. Contractor will be reimbursed for the actual cost of pre-approved parts/materials/supplies/fees/permits purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. No additional compensation will be made for the cost to acquire, store, deliver, or use/install any purchased items. Cost of parts/materials/supplies/fees/permits are to be verified and substantiated by submitting a copy of appropriately signed receipts. Total expenditures for parts/materials/supplies/fees/permits shall not exceed the amount set forth in **Attachment 1**.
- C. Contractor shall not be reimbursed for any parts/materials/supplies/fees/permits that were not pre-approved in writing by Caltrans Contract Manager.

16. Unforeseen Labor

- A. Contractor must notify Caltrans Contract Manager in writing of any labor not reasonably anticipated in Exhibit A, Scope of Work but necessary for completion of the work. Contractor must receive written approval from Caltrans Contract Manager prior to performing unforeseen labor.
- B. The cost of unforeseen labor shall be in accordance with bid rate in **Attachment 1, Bid Proposal**.
- C. Contractor shall not be reimbursed for any unforeseen labor that was not pre-approved in writing by Caltrans Contract Manager.

17. Materials and Workmanship

- A. The work throughout shall be executed in the best and most thorough manner under the direction of, and to the satisfaction of Caltrans Contract Manager who will interpret the meaning of the drawings and Service Requests. Caltrans Contract Manager shall have the power to reject any work and materials.

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- B. Contractor shall use standard commercial grade products. All parts and materials shall, at a minimum, be in accordance with the requirements of this scope and shall be the manufacturer's standard commercial product. Additional or better features which are not specifically prohibited by this scope, but which are a part of the manufacturer's standard commercial product shall be included in the equipment being furnished. A standard commercial product is a product which has been sold or is being currently offered for sale on the commercial market through advertisements or manufacturer's catalogs or brochures and represents the latest production model.
- C. Contractor shall use materials free from defects which would adversely affect the performance or maintainability of individual components or of the overall assembly. Materials not specified shall be of the same quality used for the intended purpose in commercial practice. Unless otherwise specified, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new.
- D. All material shall be new and shall have the Underwriters Laboratories (UL) label attached. The label shall be of the type for the intended application. Any Safety Data Sheet(s) shall be provided to Caltrans Contract Manager.
- E. If after installation, Caltrans Contract Manager determines the equipment to be operating at substandard levels due to defects, errors, or omissions, Caltrans reserves the right to discontinue operating the equipment until it can be corrected by Contractor at Contractor's sole expense. Contractor shall be responsible for all damages resulting from the work of its subcontractors caused by defective parts/materials/equipment and shall incur all costs for any necessary repair, in the sole opinion of the Caltrans Contract Manager.
- F. Where trade and manufacturers' names are specified or indicated on the drawings, they are intended to indicate the standard of material or articles required. This shall not remove the responsibility of Contractor from verifying the equipment's compliance with all rules and regulations governing the use of such equipment. No equipment shall be purchased without written authorization by Caltrans Contract Manager.

18. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Material

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, Contractor shall **STOP WORK IMMEDIATELY**. Contractor shall verbally notify Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within twenty-four (24) hours. Contractor is not responsible for any work related to clean up or disposal of these substances.
- B. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by Caltrans Contract Manager.
- C. Should it become necessary to terminate a service request, Contractor shall be compensated only for work in progress or actually completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- D. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate termination of the Agreement for default. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.

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- E. No hazardous materials or waste shall be handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials immediately upon discovery.

19. Damages to State Property

In the event that any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, Caltrans Contract Manager will approve of who shall be hired to complete the work.

20. General Contractor Responsibilities

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s) and/or the general public.
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans property, its occupants, or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. 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.

21. Contractor Project Manager Responsibilities

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's personnel including, but not limited to, the following:
 - 1) Ensure deliverables meet the criteria established by the Agreement.
 - 2) Supervise, review, monitor, train, and direct Contractor's personnel.
 - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
 - 4) Assign qualified personnel to complete the required Service Request work, as specified, on an "as-needed" basis in coordination with Caltrans Contract Manager.
 - 5) Administer personnel actions for Contractor personnel

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- 6) Implement and maintain quality control procedures to ensure product and service accuracy.
- 7) Ensure all applicable safety measures are in place.
- 8) Provide invoices in a timely manner.
- 9) Review invoices for accuracy and completion before billing to Caltrans.
- 10) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
- 11) Ensure compliance with the provisions in this Agreement and all specific Service Request requirements.

22. Code of Conduct

Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language, and shall conduct themselves in a professional manner at all times. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager will have the right to remove that employee from doing further work on this Agreement.

23. Final Clean Up

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans.
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of and/or recycle freon, to include any discarded materials resulted from installs, repairs. Contractor shall be responsible for such disposal, recycling costs and shall be included in **Bid Proposal, Attachment 1**.

24. Inspection and Acceptance for Payment

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work will be accepted only after Contractor has adjusted equipment, demonstrated that it fulfills the requirements of any drawings and service request, and has furnished all required certificates. Work is subject to inspection and acceptance by Caltrans Contract Manager.
- B. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfies Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements.

Exhibit A
Public Works–State

- C. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- D. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager.
- E. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Termination**.

25. Warranty

Upon completion and acceptance of work by Caltrans Contract Manager, Contractor shall provide a warranty for the period of one (1) year for the term of this agreement against defects and deficient workmanship. Contractor shall guarantee all parts, components, and services that were provided under this Agreement. Parts manufacturer shall provide Caltrans the manufacturer's warranty on new equipment and associate parts.

26. 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.