

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

Agreement No. 04A4281

Bid Due Date: 07/08/2013

Postage

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

BID SUBMITTAL DO NOT OPEN

DEPARTMENT OF TRANSPORTATION
ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS MS-67
1727 30th STREET
SACRAMENTO, CA 95816-7006
PHONE (916) 227-0774 or 6000
FAX (916) 227-6155
TTY (800) 735-0193 or (916) 227-2857
INTERNET <http://caltrans-opac.ca.gov>



Flex your power!
Be energy efficient

June 10, 2013

INVITATION FOR BID (IFB)
IFB # 04A4281
Notice to Prospective Contractors

You are invited to review and respond to this IFB #04A4281, entitled, "District 4- Hazardous Waste Cleanup and Disposal". 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, Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro businesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs, are encouraged to submit bids. See Section D, Special Programs, Item 1, in this IFB for requirements.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a **three percent (3%)** goal is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See Section D, Special Programs, Item 2, in this IFB for requirements.

Note that all contracts entered into with Caltrans will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>.

This contract requires Prevailing Wages. Refer to Attachment 12, Proposed form of Agreement for requirement details.

The designated contact person for this IFB is:

Rachel Wylie
Department of Transportation
(916) 227-6098
(916) 227-6138

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** Item 1, **Time Schedule** for more details.

Sincerely,

RACHEL WYLIE
Acquisition Analyst

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A) Purpose and Description of Services

Contractor agrees to provide pickup, removal, clean up and disposal services of hazardous waste, environmentally regulated waste, and lab packed waste for the Department of Transportation (Caltrans).

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 11** for a more complete description of services.

B) Bidder's Minimum Qualifications

1. By submitting its bid, Bidder certifies, under penalty of perjury, that it possesses a current and active HAZ Certification issued by the California State License Board (CSLB) to conduct the work to be undertaken as identified in the Proposed Form of Agreement, Exhibit A, Scope of Work, Attachment 11. This requirement is identified in the Proposed Form of Agreement, Exhibit E. Refer to Section 3, Licenses and Permits for submittal requirements.
2. Laboratories performing chemical analyses shall be certified by the California Department of Public Health Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific laboratory test. For Specific test methods not as yet certified by DHS-ELAP, the laboratory may perform laboratory analysis only if presently certified by DHS-ELAP for comparable test methods, or if currently certified as a US EPA Contract laboratory.
3. 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.
4. 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.
5. 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. 8 CCR 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 (CVC).
6. Bidder must have at the time of bid submittal and for the duration of the contract, a valid Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). Caltrans will verify that the bidder has met this requirement prior to Agreement award and may check periodically throughout the term of the Agreement to ensure that the bidder's MCP is in effect and in good standing. Failure to meet this requirement will result in rejection of that bidder's bid or termination of the Agreement for default under the Termination and Default provisions in Exhibit D of the Agreement, as applicable.

C) Bid Requirements and Information

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	6/10/2013	
Written Question Submittal	7/01/2013	
Final Date and Time for Bid Submission	7/08/2013	2:15 PM
Bid Opening	7/08/2013	3:00 PM
Proposed Award Date (estimate)	7/19/2013	

1. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions via Bid Sync by 07/01/2013
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 04A4281. Questions must be sent to the following

E-MAIL OR MAIL OR FAX TO:

rachel.wylie@dot.ca.gov
Department of Transportation
Division of Procurement and Contracts
Attention: Rachel Wylie
1727 - 30th Street, MS-65
Sacramento, CA 95816
Fax No.: (916) 227-6138

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the BidSync website (see below). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB, Section C 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the bidder to check BidSync for all addenda. Bidder can contact the Acquisition Analyst named above:

<http://www.bidsync.com/>

2. 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.

3. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

4. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the County(ies) of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma, and Solano as described in the attached Proposed Form of Agreement (**Attachment 11**). The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <http://www.dir.ca.gov> or from the District or Region Labor Compliance Officer (**Attachment 11**). It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

5. Motor Carrier Permit

- A. Bidder must have at the time of bid submittal and for the duration of the contract, a valid Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). Caltrans will verify that the bidder has met this requirement prior to Agreement award and may check periodically throughout the term of the Agreement to ensure that the bidder's MCP is in effect and in good standing. Failure to meet this requirement will result in rejection of that bidder's bid or termination of the Agreement for default under the Termination and Default provisions in Ex. D of the Agreement, as applicable.
- B. Bidder must complete Section 11(a) on the Bid/Bidder Certification sheet to certify whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws and regulations. If the MCP is required, the bidder shall pay any fees required to obtain and maintain in good standing all necessary licenses and permits to accomplish the work.
- C. For more information, the bidder may call its local DMV permit office or the Sacramento DMV Motor Carrier Services Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, the bidder must have a California "CA Number" issued by the California Highway Patrol (CHP). To request a CA Number, the bidder may call its local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810. DMV: (<http://dmv.ca.gov/vehindustry/mcp/mcpinfo.htm>)

6. Contractor License

- A. Bidder shall be properly licensed, registered and/or certified and shall conform to all State, Local, and Federal laws and regulations. This includes, but is not limited to:
 - 1. California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), [Hazardous Waste Transporter Registration](#) (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.

2. [HAZ – Hazardous Substance Removal Certification issued by the CA Contractors State License Board \(CSLB\)](#)
3. Hazardous Material Certificate of Registration (US Department of Transportation (DOT), Title 49, Code of Federal Regulations (CFR), Part 107, Subpart G)
4. California Department of Motor Vehicle (DMV) [Motor Carrier Permit](#), CVC, Section 34601.
5. California Integrated Waste Management Board (CIWMB) Waste Tire Hauler Registration
6. Transporter EPA ID (Section 3010 of the Resource Conservation and Recovery Act)

Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid Hazardous Waste Transporter License and other HAZ Certifications will be performed by Caltrans.

7. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is/are used, complete the Bidder Declaration form GSPD-05-105 (**Attachment 2**). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid. Subcontractors are subject to Caltrans approval.

8. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within ten (10) working days from 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 Exhibit E in the Proposed Form of Agreement (**Attachment 11**), 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:

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

9. Darfur Contracting Act

- A. The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three 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 PCC section, 10475. All bidders shall complete the Darfur Contracting Act Certification form, **Attachment 8**, and submit with bid.

- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete Option 1 on the Darfur Contracting Act Certification form, **Attachment 8**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a proposal for an Agreement with a State agency for goods or services. (PCC section 10477(a)).
- D. Therefore, PCC 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 (DGS) according to the criteria set forth in PCC section 10477(b).

10. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit by dates and times shown in the IFB, Section C) Bid Requirements and Information, Item 1) Time Schedule.
- 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. 04A4281 Bid Due Date: 7/8/2013 Bid Due Time: 2:15 P.M. Bid Opening: 3:00 P.M.
	Department of Transportation Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006
BID SUBMITTAL DO NOT OPEN	

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB’s Attachment Checklist (**Attachment 9**). Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- E. 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 an original ink signature.
- F. 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 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 227-6000 to have your bid package picked up.
- G. Bid opening will be held at the above address at **3:00 PM** on the date specified in Section C - Bid Requirements and Information, Item 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at **2:50 PM** 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. Bid opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 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.
- H. 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.
- I. 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.
- J. 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.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (**Attachment 4**). The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- L. 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.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with Section K above. 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.

- N. 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.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. 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.
- Q. 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.
- R. 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 GTC are not negotiable. The GTC 610 may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

11. 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, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive responsible bidder.
- B. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. 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 lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

12. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at <http://caltrans-opac.ca.gov>.
- 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 telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery.
- C. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement.
- D. Grounds for Filing a Protest: After the issuance of the applicable Agreement award notices as specified in this IFB, the right to protest the proposed award of an Agreement is afforded any bidder who claims it should have been awarded the Agreement because it was the lowest responsible bidder meeting the specifications.
- E. Filing a Protest: The initial protest must be submitted to the 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.
- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit with a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts Attention: Bid, Protest, & Dispute Branch Chief 1727 30 th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-1950	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- G. Upon award of the Agreement contractor shall complete and submit to Caltrans, the Payee Data Record form (STD 204), to determine if the 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 www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 3**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> Bidder may also, as an option, submit the CCC with bid package.

- I. Contractor must provide a copy the Published Rate Sheet.
- J. Contract Manager will provide to Contractor a list of Environmental Protection Agency (EPA) Waste Generator Identification Numbers at time of contract award.

13. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by the Caltrans Contract Manager and the Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Caltrans Contract Manager, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the 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 U.S.C. Sec. 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code {BPC}), 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. (See GC 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 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. (See GC 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 there from or ten 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 Section 17030 of the California Business and Professions Code. "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. GC 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 SB shall also include 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 (2 CCR) 1896 *et seq.*
- B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and 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%) SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (**Attachment 4**).
- C. Pursuant to GC section 14838 and 2 CCR 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least 25 percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) NSB preference, complete Section 17 of the Bid/Bidder Certification Sheet (**Attachment 4**), and Bidder Declaration, GSPD-05-105 (**Attachment 2**). Bidder shall list the names of all certified SB firms being claimed for credit on the GSPD-05-105 form. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB as **Attachment 7**, titled "Quotes from SB Subcontractors." This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060, or E-mail: osdshelp@dgs.ca.gov.
- G. Additional references are at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

- A. DVBE Participation Program with Goals

- 1) The required DVBE participation goal for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to PCC, section 10115 et seq., Military and Veterans Code (MVC), §999 et seq., and Title 2, California Code of Regulations (2 CCR), §1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Bidder shall complete and submit the Bid/Bidder Certification Sheet (**Attachment 4**), Bidder Declaration, GSPD-05-105 (**Attachment 2**), and as applicable, the Disabled Veteran Business Enterprise Declarations form STD 843 (**Attachment 6**). Bidder shall complete or collect STD 843(s) when the following situations occur:
 - Bidder is DVBE (prime) Contractor.
 - Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

For each certified DVBE subcontractor listed on the Bidder Declaration, GSPD-05-105, the bidder shall submit a copy of the quotes from each DVBE as **Attachment 7**, titled “Quotes from DVBE Subcontractors.” as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

- 3) Additional references: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

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

3) Tables for IFB (Low Price Method)

Required 3% Goal

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5% - 4.99%	4%
4.0% - 4.49%	3%
3.5% - 3.99%	2%
3.01% - 3.49%	1%

- 4) When applying the DVBE Incentive, a NSB shall not displace an award to a DGS Certified Small Business.
- 5) Additional information: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

Attachment 1
Bid Proposal for Hazardous Waste Agreement

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 (unit cost multiplied by estimated quantity)

A. Personnel Contractor shall ascertain the appropriate DIR 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. Also refer to this Agreement's Exhibit A, Scope of Work.**

P01	**Lead Technician / Supervisor	Hour	1000		
P02	**Technician	Hour	1000		
P03	**Operator / Driver (without equipment)	Hour	1000		
P04	**Teamster/ Driver (without equipment and as specified in Exhibit A, Section 8 (b)(4))	Hour	500		
P05	**Laborer (as specified in Exhibit A, Section 8 (b)(5))	Hour	1000		

The following items shall be **inclusive of the Hourly Rates** as applicable:

1. The cost of employer payments to or on behalf of employees, 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.
2. All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's personnel rates.
3. Rates include all personal protective equipment (PPE) (level C and D), completion of quarterly reports, chain of custody, and incidentals required to test, identify, reduce contamination, and neutralize waste. Incidental materials include labels, manifests, packing absorbents, drum liners, and incidental testing materials. Tools and small testing equipment includes all incidental hazcat equipment, hand tools, hand truck, "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 Contract Manager.

B. Equipment (Hourly Costs cover Non-Operated Equipment)

E01	1 ton truck or less	Hour	1000		
E02	Bobtail Truck	Hour	40		
E03	40 drum gear truck with lift gate	Hour	1000		
E04	Tractor and Trailer minimum 40ft. With lift gate	Hour	500		
E05	Single bin transport truck	Hour	100		
E06	Dual bin transport truck	Hour	1000		
E07	Water Truck (min. 1,000 gal capacity)	Hour	40		
E08	Pressure Washer	Hour	40		
E09	Vacuum Truck (110-130 barrel capacity), (Refer to Exhibit A, Section 9 B)	Hour	500		
E10	Vacuum Truck (10-100 barrel capacity), (Refer to Exhibit A, Section 9 B)	Hour	40		
E11	Positive Displacement Unit truck (i.e. Vactor truck (Refer to Exhibit A, Section 9 B)	Hour	100		

A+B +B (1) = Subtotal Cost (Column F, Page 1)

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Est. Quantity	Unit Cost Cost is per unit of measure)	Total Amount (unit cost multiplied by estimated quantity)

C. Materials

M01	Metal drum 55 gallons (new or reconditioned)	Each	1000		
M02	Metal drum 85 gallons overpac	Each	30		
M03	Tri-wall containers	Each	30		
M04	Poly drums, 5 gallons	Each	200		
M05	Poly drums, 30 gallons	Each	200		
M06	Poly drums, 55 gallons	Each	200		
M07	Stericycle 1 Qrt Sharps Containers (mail back)	Each	50		
M08	Stericycle 1 Gal Sharps Containers (mail back)	Each	20		
M09	20 Cubic Yard Bins (covered) hard retractable	Per Month (for 30 bins)	24		
M10	40 Cubic Yard Bins (covered) hard retractable	Per Month (for 30 bins)	24		

D. Incidentals*

I01	Disposal Fee			actual costs	\$500,000.00
I02	Per Diem			actual costs	\$3,000.00
I03	Lab and incidental (per Exhibit B, Section 6) Costs			actual costs	\$3,000.00

*Contractor will be reimbursed for the actual costs as noted in I01-I03 (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) All line items must include a bid price.
- (4) Any bid may be rejected if it is unreasonable as to price. Unreasonable of Price includes not only the total price of the Bid, but prices for individual line items as well.

C+D = Subtotal Cost (Column F, Page 2)	
TOTAL COST (A - D Subtotals)	

ATTACHMENT 2

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (**MB, SB, SB/NVSA, DVBE**): _____ **or None** ____ (If "None", go to Item #2)
- b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

ATTACHMENT 2

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
1. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply

ATTACHMENT 3

with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

ATTACHMENT 3

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

ATTACHMENT 3

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 4

BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
11(a) Are the vehicles being used for this Agreement subject to DMV/CHP Motor Carrier Permit laws? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes (If required by law), the lowest responsive responsible bidder must provide evidence, before contract award.		
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ".		
Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

ATTACHMENT 4

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
11a	Bidder has read the required scope of services for this Agreement and is certifying whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to http://www.pd.dgs.ca.gov/smbus/default.htm
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

ATTACHMENT 5

Invitation for Bid (04A4281)

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

_____ acknowledges that State General Prevailing Wage Rates will
Print Name of Bidder

apply for the County(ies) of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma, and Solano. If awarded this Agreement, I acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who participate on this Agreement throughout the duration of this Agreement.

Bidder's Signature

Date

ATTACHMENT 6

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____	_____	_____
(Printed Name)	(Signature)	(Date Signed)
_____	_____	_____
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

PRINT

ATTACHMENT 7
Invitation for Bid No. 04A4281

QUOTES FROM SB OR DVBE SUBCONTRACTORS

Bidder shall attach copies of **SB OR DVBE SUBCONTRACTORS** quotes from any SB or DVBE subcontractors listed in the form GSPD-05-105. Refer to instructions in IFB Section D), Items 1 C and 2 A 2).

**ATTACHMENT 8
Darfur Contracting Act**

Instructions: Complete, as applicable, and submit with bid. Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION #1 - CERTIFICATION

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

ATTACHMENT 9
Invitation for Bid No. 04A4281

ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

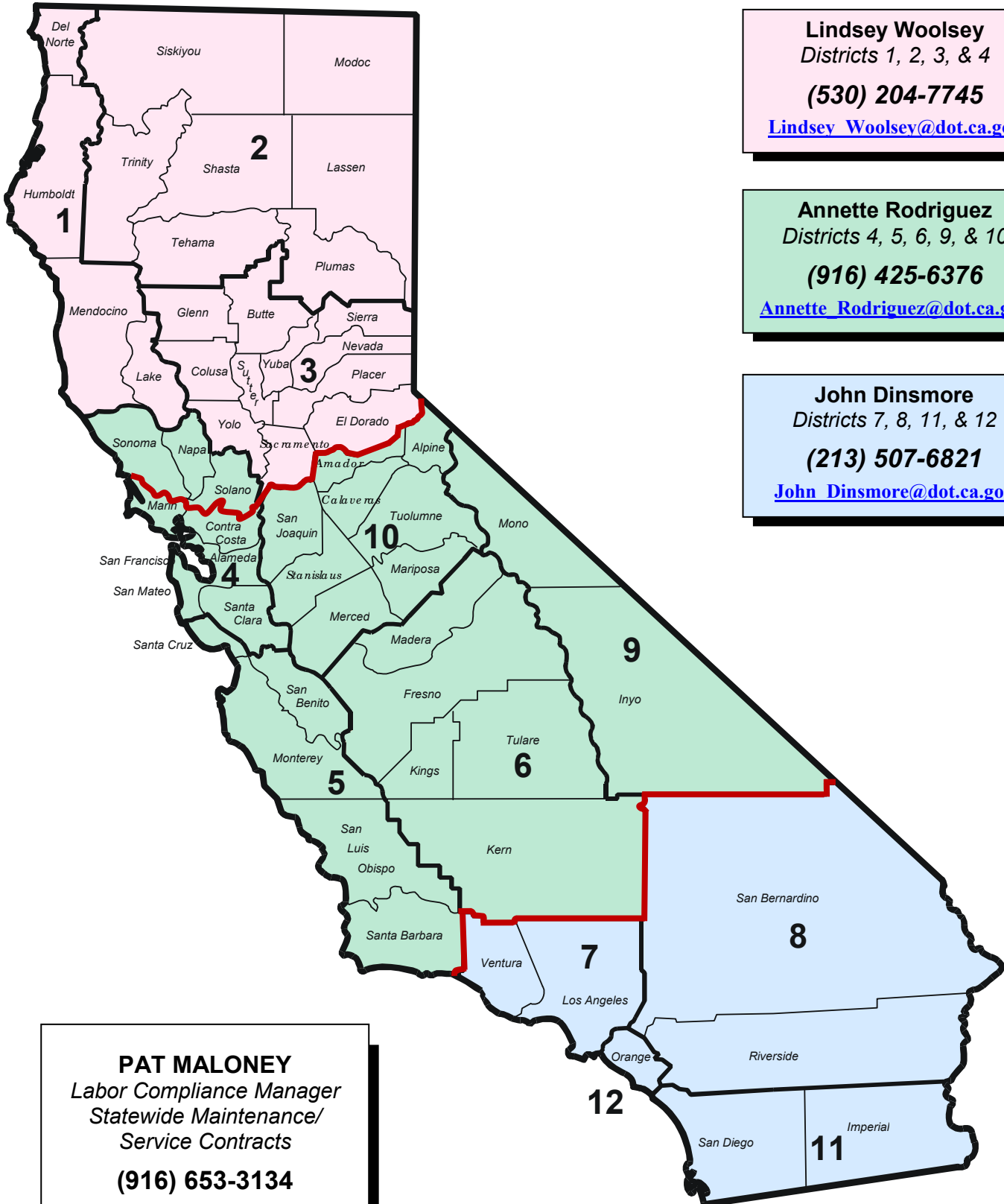
Complete this checklist to confirm the items in your bid package. Place a check mark or “X” next to each item that you are submitting to Caltrans. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return the Attachment Checklist with your bid package.**

Do NOT submit the Proposed Form of Agreement, **Attachment 11**, company advertisements, brochures, informational pamphlets or any other document unless specifically noted in the IFB Requirements and/or as listed below.

<u>Attachments</u>	<u>Attachment Name/Description</u>
Attachment 1	Bid Proposal, ADM 1412
Attachment 2	Bidders Declaration, GSPD-05-105
Attachment 3	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/ols/home.aspx . Page one (1) must be signed and submitted prior to the award of the contract.
Attachment 4	Bid/Bidder Certification Sheet
Attachment 5	Bidder’s Acknowledgement of Prevailing Wage Requirements
Attachment 6	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
Attachment 7	Quotes from SB or DVBE Subcontractors
Attachment 8	Darfur Contracting Act
Attachment 9	Attachment Checklist
Copy	Hazardous Waste Transporter Registration issued by the California Department of Toxic Substances Control
Copy	Hazardous Substance Removal Certification issued by the California State Licensing Board
Copy	Active/Current Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Maintenance Labor Compliance Administrators by District/Region



Lindsey Woolsey
Districts 1, 2, 3, & 4
(530) 204-7745
Lindsey.Woolsey@dot.ca.gov

Annette Rodriguez
Districts 4, 5, 6, 9, & 10
(916) 425-6376
Annette.Rodriguez@dot.ca.gov

John Dinsmore
Districts 7, 8, 11, & 12
(213) 507-6821
John.Dinsmore@dot.ca.gov

PAT MALONEY
Labor Compliance Manager
Statewide Maintenance/
Service Contracts
(916) 653-3134
Pat.Maloney@dot.ca.gov

ATTACHMENT 11

AGREEMENT NUMBER 04A4281

Note to Bidders:
 The following 31 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.

1. This Agreement is entered into between the State Agency and the Contractor
 STATE AGENCY'S NAME
Department of Transportation
 CONTRACTOR'S NAME
TBD

2. The term of this Agreement is: **TBD** or upon (DGS)approval, through **TBD** whichever is later

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.

Exhibit A – Scope of Work	9 Pages
Exhibit B – Budget Detail and Payment Provisions	10 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 610)	
Exhibit D – Special Terms and Conditions	5 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 - Bid Proposal (Attach at Time of Award)	3 Pages
Attachment 2 – District Maintenance Facilities	4 Pages
Attachment 3 – Bidder Declaration, GSPD-05-105 (Attach at Time of Award)	2 Pages
Attachment 4 – List of Labor Compliance Offices (Attach at Time of Award)	1 Page
Attachment 5 – Sample Task Order	1 Page

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TBD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Phillip Rodriguez, Contract Officer		
ADDRESS 1727 30th Street, MS 65, Sacramento, CA 95816		

Exempt per:

EXHIBIT A
Hazardous Waste Agreement

SCOPE OF WORK

1. Contractor agrees to provide on-call pickup, removal, clean up, and disposal services of hazardous waste, environmentally regulated waste, and lab packed waste to the Department of Transportation (Caltrans) as described herein:
 - A. Work under this Agreement may include hazardous waste assessment, identification and characterization of stored hazardous waste by the Contractor in advance of pickup and subsequent disposal. Contractor shall furnish all labor, equipment, and materials required to test, identify, reduce contamination, neutralize waste and remove, transport and legally dispose of waste substances and other materials generated at the Caltrans maintenance facilities or sites designated within **District 4** (Attachment 2), by the Caltrans' Contract Manager (Contract Manager). Labor shall include all Personal Protective Equipment (PPE) (levels C and D), completion of quarterly reports, and chain of custody. Materials shall include all labels, manifests, packing absorbents, drum liners, and incidental testing materials. Equipment shall include all incidental hazcat equipment, hand tools, hand truck, "Hudson style" compression sprayer, forklift, and any other equipment necessary to provide the services required by this Agreement.
 - B. Caltrans' types of waste includes, but is not limited to, hazardous, non-hazardous, environmentally regulated, universal, and biological, which may be containerized or stockpiled. Waste may also include petroleum based asphalt; soil/absorbent contaminated with oil, diesel or gasoline; waste from asphalt tanks, wash rack clarifiers, hydraulic hoist pits, kettles, used motor oil; paints; mercury vapor lighting tubes; waste tires/rubber; polychlorinated biphenyls, treated wood waste (TWW), fuses/flares and used batteries. The Contract Manager may determine other hazardous waste or environmentally regulated waste that will be handled under the terms of this Agreement.
 - C. Contractor shall, throughout the terms of this Agreement, maintain all applicable California and Federal licenses, endorsements, registrations, identification numbers and permits for the removal, transport and/or storage of hazardous and regulated materials as described herein.
2. The services shall be performed at the specified Caltrans facilities in the District 4 area (Attachment 2).
3. Agreement will commence on October 15, 2013 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. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on October 14, 2015. The parties may amend this agreement as permitted by law. Contractor shall provide said services during normal work hours between the hours of 7:30 A.M. and 3:30 P.M., Monday through Friday except designated legal holidays listed in Exhibit A, Scope of Work, Section 7, Overtime, Item C, unless authorized by the Contract Manager.

EXHIBIT A
Hazardous Waste Agreement

4. At the discretion of the Caltrans Contract Manager, the Contractor agrees that Caltrans reserves the option to extend the term of the Agreement up to an additional 12 months under the same terms and conditions as the original Agreement, including the bid rates set forth in Attachment 1. The option to extend the term shall require that Caltrans and the Contractor ("the parties") amend the Agreement for time and if necessary, increase the maximum amount set forth on the STD 213 and in Exhibit B, Section 4. Such amendment shall be executed by the parties and approved as required by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

Department of Transportation	Contractor:
Section/Unit	Section/Unit
Contract Manager	Project Manager
Address:	Address
Business Phone Number (include Area Code) ()	Business Phone Number (include Area Code) ()
Fax Number (include Area Code) ()	Fax Number (include Area Code) ()
Email Address	Email Address

The term "Contract Manager," as used in this Agreement, includes his or her designee. The term "Contractor" as used in this Agreement includes contractor's employees and/or its subcontractors as applicable.

6. Request for Services (Task Order):
 - A. On an on-call basis, the Contract Manager shall assign specific services, as described herein, to the Contractor through the issuance of Task Orders. A Sample Task Order is shown in **Attachment 5**. Task Orders are subject to the requirements in this Agreement. Whether made in writing or by telephone, all provisions in this Agreement apply to all Task Orders. In the event a request for services is made by telephone, the request will be confirmed in writing via Task Order by the Contract Manager within five (5) working days. Contractor shall provide the requested services within five (5) working days of the notification.
 - B. When waste or sump operations impact public health, safety or welfare, the Contractor shall provide services **within 24 hours** upon notice by the Contract Manager, unless otherwise authorized in writing by the Contract Manager.
 - C. All work requested 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 Exhibit B, Budget Detail and Payment Provisions. If there is a discrepancy between the Task Order and this Agreement, this Agreement shall take precedence.

EXHIBIT A
Hazardous Waste Agreement

- D. Each Task Order will identify the scope of services, including but not limited to, service locations, deliverables, performance period, schedule, pick up services, and costs pursuant to the rates in Bid Proposal, (Attachment 1),. This notification shall be the complete instruction and authorization for the proposed work and the Contractor shall comply fully with all particulars thereof. Task Order assignments cannot extend beyond the expiration date of this Agreement. Task Orders cannot be used to amend this Agreement.
 - E. The Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Task Order, or if any work not on the original Task Order is requested, additional written authorization shall be obtained from the Contract Manager. Caltrans will pay only for work requested and authorized in writing by the Contract Manager in a Task Order (Also refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment).
 - F. 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 (also refer to Exhibit D, Special Terms and Conditions, Section 2, Termination).
 - G. Should the Contract Manager determine that the work has not been completed to his/her satisfaction; the Contractor shall correct the work at the Contractors' sole expense.
7. Overtime:
- A. All overtime shall be authorized in writing by the Contract Manager prior to start of work. Overtime is defined as any time worked over eight (8) hours in a day. The Contractor shall provide the Contract Manager with documentation substantiating any legal exceptions or revisions to this definition of overtime. Refer to Exhibit B, Budget Detail and Payment Provisions, Section 5, Rates, Item C, for overtime wage rates.
 - B. As requested by the Contract Manager, the Contractor shall work overtime on Sunday or designated legal holidays. Refer to Exhibit B, Budget Detail and Payment Provisions, Section 5, Rates (C) for overtime wage rates.
 - C. Designated legal holidays* are as follows:

New Years Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday and Friday in November
Christmas Day	December 25 th

* When a holiday falls on a Sunday, it is observed the following Monday.

EXHIBIT A
Hazardous Waste Agreement

8. Definitions as used in this Agreement:

- A. Worker classification/specifications/responsibilities. 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].
- B. Worker Classifications, as listed below, are used in this Agreement to describe a specific type of service and/or function and to cross-reference line items on Attachment 1, Bid Proposal. 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 its Bid Proposal, (Attachment 1), satisfies the requirements set forth in this Agreement.
- 1) **Lead Technician/Supervisor:** Provide on-site supervision of Contractor's employees engaged in hazardous waste operations. Must have knowledge of the employer's safety and health program, 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 1910.12 (e)(4) [29 CFR 1910.12 (e)(4)].
 - 2) **Technician:** Require skills and knowledge of proper use procedures for dealing with sample and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment and or confinement operations.
 - 3) **Operator/Driver:** 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 possess a valid commercial driver's license of the appropriate class and comply with California Vehicle Code (CVC), Sections 15250 and 31560.
 - 4) **Teamster/Driver:** Perform sump hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Teamster/Driver shall possess a valid commercial driver's license of the appropriate class and comply with CVC, Sections 15250 and 31560. Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll based on the County in which the work is performed and the specific duties performed.
 - 5) **Laborer:** Under the direction of the Teamster/Driver, the Laborer shall assist the Teamster/Driver with performing hazardous waste cleanup operations in industrial settings. Contractor shall ascertain the appropriate prevailing wage rate listed on certified payroll based on the County in which the work is performed and the specific duties performed.

EXHIBIT A
Hazardous Waste Agreement

9. Sump Cleaning

- A. Contractor shall supply a vacuum truck/tanker (110-130 barrel capacity) or a Positive Displacement Unit (PDU) truck (i.e. vactor truck) as requested by the Contract Manager. The PDU or vacuum truck shall have the capability to clean the sumps of all materials, (water and sludge) and be transported in either the PDU or vacuum truck for disposal. Contractor shall provide all materials and tools sufficient to clean sumps at Caltrans facilities. This shall include regular floor sumps, sand traps, grease sumps and lube rack sumps. Cleaning sumps shall consist of all on-site work. Contractor will have the ability to provide smaller vacuum trucks (10-100 barrel capacity) if requested by the Contract Manager. Contractor shall also be responsible for the hauling and disposal of the contents to an appropriate disposal facility approved by the Contract Manager. Contractor shall provide services on an as-needed basis for the period of the Agreement.
- B. Where sump-cleaning operations can be performed with a single person, Contractor shall provide a Teamster/Driver. When requested by the Contract Manager, Contractor shall provide a Laborer(s) to assist the Teamster/Driver in cleaning operations. Prevailing wage is required. Contractor will be paid per bid rate for Teamster/Driver and Laborer (refer to Exhibit B, Budget Detail and Payment Provisions, Section 13, Hours of Labor).
- C. Contractor shall comply with all applicable State and Federal regulations for worker and public safety and will retain responsibility for compliance with guidelines and appropriate regulatory agencies.

10. Sample and Testing

- A. Sampling and sample management 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].
- B. In the event sampling and testing are required to determine the appropriate handling and disposal methods, the following shall apply.
 - 1) Any sampling and testing shall be approved and coordinated by the Contract Manager.
 - 2) Sampling and management of waste samples shall comply with local regulatory requirements, if any.
 - 3) California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), shall certify each laboratory that performs hazardous waste analysis for the specific hazardous waste analysis performed. Laboratories not certified shall not perform hazardous waste testing.
 - 4) For each sample taken, the laboratory test result shall list the test methods used and limits of detection.

EXHIBIT A
Hazardous Waste Agreement

5) The laboratory that performs hazardous waste analysis shall store the samples for a minimum of ninety (90) calendar days.

11. Roadside Biohazard Waste Cleanup

- A. Contractor will provide containment, removal and sanitization operations at roadside facilities for biowaste cleanup.
- B. Contractor shall provide all necessary equipment to remove small containers, 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 the 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.

12. Special Provisions

- A. Waste removal work involves identifying, pre-treating, and waste analysis through lab testing and profiling waste container collections, lab packs, facility sump cleaning, transporting and disposing of containerized regulated and hazardous waste substances from pump stations, brake check areas, and maintenance facilities. Contractor may be requested to provide written estimates/quotations for anticipated third party lab analysis and waste disposal projects prior to scheduling of work. (Refer to Exhibit B, Budget Detail and Payment Provisions, Section 6, Incidentals).
- B. Contractor's employees may, if authorized by the Contract Manager, work ahead of the waste container/sump-cleaning collectors 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 the Contract Manager.
- C. Waste collections must be handled by a hazardous waste trained employee who has had proper training as defined in 8 CCR 5192. An Operator/Driver performs duties such as picking up containerized wastes in drums, bins or by a vacuum truck operation.
- D. 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 the Contract Manager.
- E. Contractor shall comply with all Federal, State and local agency requirements for disposal of hazardous waste material, universal waste, recycled wastes, biowaste, treated wood wastes and waste tires/rubber.
 - 1) Contractor will provide 20-yard and/or 40-yard bins to be placed at designated Caltrans facilities for collection of such materials at the request of the Contract Manager. When the Contractor picks up a loaded bin for disposal it shall be replaced in kind with another empty bin at that time.

EXHIBIT A
Hazardous Waste Agreement

- 2) Bins shall have hard retractable covers that operate smoothly and with ease to keep dumpsters covered in accordance with the National Pollutant Discharge Elimination System (NPDES) storm water requirements. Bins shall be in good operating condition and suitable for mechanical loading and unloading.
 - 3) Contractor may be requested by the Contract Manager to provide appropriate biological waste mail-in containers suitable for storage, transport and disposal.
- F. Initial Bin Drop-off
- Contractor will be compensated for the initial drop-off of bins at the bid rate listed on Bid Proposal, Attachment 1, under Section A (Personnel), Line P03 and the appropriate transport truck listed under Section B (Equipment), Line E05 or E06. At the start of this Agreement, Contractor shall be compensated for each initial trip made to deliver bin(s) to the Caltrans maintenance Facilities listed on Attachment 2, District 4 Maintenance Facilities. Compensation begins from the time Contractor leaves its initial work site and will end when bin(s) are dropped-off at the Caltrans facility. Compensation will not be paid for return trip back to Contractor's worksite.
- G. Contract Manager will provide to Contractor a list of Environmental Protection Agency (EPA) Waste Generator Identification Numbers as appropriate.
- H. Laboratories performing chemical analyses shall be certified by the California Department of Public Health Environmental Laboratory Accreditation Program (CDPH-ELAP) for the specific laboratory test. For specific test methods not as yet certified by CDPH-ELAP, the laboratory may perform laboratory analysis only if presently certified by CDPH-ELAP for comparable test methods, or if currently certified as a US EPA Contract laboratory. The Contractor is responsible for transportation, preservation, appropriate containers, labels, and chain of custody. Refer to Exhibit A, Scope of Work, Section 10, Sample and Testing, for additional information.
- I. 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.
- J. Travel Involving Transport of Waste
- 1) Overnight travel may be required under this Agreement. The Contract Manager must pre-approve travel in writing. Refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment, Item H, Travel Involving Transport of Waste. If Prevailing Wage are required, refer to Exhibit B, Budget Detail and Payment Provisions, Section 8, Costs Included in Bid Rates, Item B.
 - 2) Contractor will be compensated for work when Contractor's personnel and equipment arrive at the initial Caltrans work site and ends with departure of the final Caltrans work site. Additional time will be allowed to transport waste materials from final Caltrans work site to designated approved disposal facilities and ends with

EXHIBIT A
Hazardous Waste Agreement

departure from approved disposal facility. Contractor shall not stop at other non-Caltrans facilities in between Caltrans facilities. Refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment and Section 5, Rates, Item A and Item B.

- 3) Waste from non-Caltrans facilities shall not be commingled with Caltrans waste during pick-up unless pre-approved by the Contract Manager. Contractor may transport Caltrans waste with that of a non-Caltrans waste, only with the prior approval in writing by the Contract Manager (this is not an exception to the requirements in Exhibit A, Scope of Work, Section 12, Special Provision Item J. 2). If this occurs, cost for labor, equipment, transport and disposal shall be prorated between Caltrans and the non-Caltrans facility so that Caltrans is only paying the disposal of its own waste.
 - 4) The Contract Manager will establish a travel pick up schedule to be followed by the Contractor and to assure access to the facility for waste removal operations.
- K. **Recycle Facilities:** Contractor will provide a listing of recycle facilities approved by the California Waste Exchange and California Integrated Waste Management Board (CIWMB) that will be proposed for use in the course of waste disposal within the contract area. **The Contract Manager shall determine which disposal locations shall be used by the Contractor.** Additional recycle and disposal facilities proposed by the Contractor may be added or deleted at the Contract Manager's discretion. The Contract Manager will provide written notice of any changes to recycle or disposal locations to the Contractor within 48 hours. Contractor may be asked to provide written quotations from approved treatment, storage and disposal facilities (TSDF) and recycle facilities for cost comparison.
- L. 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.
- M. 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, when requested by the Contract Manager, a quarterly report of expenditures and quantities of removed waste categorized by CAL/EPA waste stream codes per site. Quarterly report format shall be subject to approval by the Contract Manager.
- N. The Contractor (including its subcontractor(s)) 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 the Contractor of its responsibility to ensure proper contract compliance through its own inspections or other means. The Contractor may be asked to provide, to the Contract Manager, copies of any documentation and/or reports of federal, state or local government inspections pertaining to the Contractor's operations.

EXHIBIT A
Hazardous Waste Agreement

- O. Personal Protective Equipment and Training Requirements
- 1) Contractor will comply with 8 CCR 5192 and all California Occupational Safety & Health Administration (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 the Contract Manager, show proof of training documenting what work the employee is so trained to perform.
 - 2) The Contractor shall provide all necessary PPE to their employees. Refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment, Item G, and Bid Proposal, (Attachment 1) for costs.
- P. The trash is expected to include hazardous waste. Once the contractor takes possession of the materials, the Contractor will take ownership of the materials and will dispose of or recycle the materials in a lawful manner.
- Q. Contractor's bid shall include the cost to dispose of or recycle the materials, and Contractor shall be responsible for such disposal and recycling costs.
- R. The Contractor shall conduct operations in a manner as to avoid damage to Caltrans property and the property of others. Any damage caused by the Contractor shall be repaired or replaced at the Contractor's sole expense.
- S. Contractor shall provide all labor, tools, vehicles, material, equipment, and incidentals required to perform the services, and shall pay all costs, fees, expenses, and taxes related to or arising from the services.
- T. Contractor is solely responsible for any and all injuries, losses and damages caused by the Contractor, its employees or its agents.
- U. Caltrans and its employees are not responsible for any injury, loss or damage that may occur to the Contractor's operator, trucks, equipment, tools, or materials.

EXHIBIT B
Hazardous Waste Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For Task Orders satisfactorily rendered and approved by the Contract Manager, and upon receipt and approval of the invoice, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, (Attachment 1). Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Sump Work: The Contractor shall submit a certified copy of all payroll records for verification by the Contract Manager with each Task Order for sump work and invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- C. Invoices shall be itemized per Bid Proposal, (Attachment 1) and shall also include
 - 1) Agreement Number
 - 2) Date(s) of Service
 - 3) Approved Task Orders
 - 4) Itemized description of all charges (includes item numbers as noted in Bid Proposal, (Attachment 1). All manifest numbers (if applicable) must be noted. This also includes all costs for the assigned work, i.e., labor, equipment, materials, and incidentals. Supporting documents such as lab invoices, per diem receipts, original Hazardous Waste Manifests, and other required documents must accompany Contractor's invoice.
 - a. Incidentals: Disposal Fees, Lab, and Incidental costs (also see Exhibit B, Budget Detail and Payment Provisions, Section 6, Incidentals (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.
 - b. Lodging and Meal Receipts when Per Diem is claim (see Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment, Item H, Per Diem)
 - 5) All sump work orders shall be invoiced separately and shall also be submitted with the itemized requirements above. Labor costs shall include employee names and the DIR craft/classification and all other costs for the assigned work (i.e., labor, equipment, materials and incidentals).
- D. Caltrans shall 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 the Contract Manager. Such invoices shall be returned to the Contractor for correction unapproved and unpaid.

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

Department of Transportation
District 4/ Maintenance, MS 4A
Attention: Laura Horan
111 Grand Ave
Oakland, CA 94623

- F. Sampling and Testing: Contractor shall be paid for obtaining samples and delivering or shipping the samples to a lab in accordance with the assigned Task Order and Bid Proposal, (Attachment 1). The Contractor's vehicle for obtaining, delivering, or shipping the samples shall be a one (1) ton truck or less as referenced in Bid Proposal, (Attachment 1), Item B, Equipment, line (E01). Lab analysis will be paid for at cost, with no mark up. The Lab invoice shall be attached to the Contractor's invoice and the cost of labor and vehicle shall be itemized and listed on Contractor's invoice.
- G. If Level A and B, PPE is required (per Title 8, CCR, Section 5192 and all Cal-OSHA regulations), Contractor shall be reimbursed at the rate listed in the Contractor's current published rate sheet for non-emergency response. Contractor will not be reimbursed unless prior written approval has been obtained from the Contract Manager. Contractor shall provide the Contract Manager a copy of its current published rates and in force for the duration of this Agreement.
- H. Per Diem: Contractor shall submit written receipts supporting actual costs for lodging and meals when per diem is claimed. Charges for per diem (lodging and meals only) shall not exceed rates authorized to be paid to State employees under current California Department of Human Resources rules. Duplicate copies of itemized travel expense receipts shall be submitted for verification and reimbursement. No additional markup or surcharges will be allowed on travel costs. (<http://www.dot.ca.gov/hq/asc/travel/index.htm>).
- I. For sump work, where Prevailing Wages are required, the Contractor's employees may choose to be paid per Exhibit B, Budget Detail and Payment Provisions, Section 9, Costs Included in Bid Rates, Item C, instead of this rate. The Contractor's employee may not be paid both. Contractor will be reimbursed based on the employee's payment.
- J. Contractor will be paid an hourly rate for the transport of waste from the final Caltrans work site to the designated TSDf for disposal. Upon the Contractor's departure from the designated TSDf, the Contractor hourly rate will terminate.

EXHIBIT B
Hazardous Waste Agreement

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 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 the Congress or the 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

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

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.

5. Rates

- A. Rates for these services may be found on Bid Proposal, (Attachment 1), of this Agreement.
- B. Hourly rates for Contractor's personnel and equipment will begin when they arrive at the initial Caltrans work site and end when they leave the final Caltrans work site. Additional time will be allowed to transport waste materials from final work site to designated, approved TSDf. Refer to Exhibit B Section 1(G).

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- C. All overtime, including Sunday or designated legal holidays, shall be authorized in writing by the Contract Manager prior to start of work. Overtime is defined as any time worked over eight (8) hours in a calendar day. An overtime wage rate of time and one half of the employee's actual hourly rate will be paid for any authorized overtime worked over eight (8) hours a day for Caltrans. The Contractor shall provide the Contract Manager with documentation substantiating any exceptions or revisions to this definition of overtime.

6. Incidentals

The Contractor will be reimbursed for incidentals (includes Lab work as applicable and disposal fees) that are covered in Section D, Incidentals of Bid Proposal, (Attachment 1), Item A. 3, (except Per Diem charges refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment, Item H, Per Diem). Actual costs will be reimbursed for these incidentals in performance of this Agreement (including applicable sales tax), without additional allowance for markup. Contractor's costs associated with the purchase and installation of incidentals are considered a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of incidentals is to be substantiated by a copy of the appropriately signed original invoice verifying the actual cost and/or delivery of the incidentals to Caltrans.

7. Excise Tax

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

8. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Where prevailing wage requirements apply, Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at www.dir.ca.gov/DLSR/PWD/. If Contractor's employee chooses to be paid actual costs for lodging and meal compensation per State rates, the employee must comply with Exhibit B, Budget

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Detail and Payment Provisions, Section 1, Invoicing and Payment, Item H.
Contractor's employee may not be paid both.

9. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the CCR, 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 the 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 Sections 1771, 1811, and 1815 for any work performed by his or her 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 the Caltrans's representative at all reasonable hours at the principal office of the Contractor.
 - 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, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c. The Contractor is required to forward any requests for certified payrolls to the Contract Manager by both electronic mail (email), or facsimile (fax) and a hard copy sent by regular mail on the business day following receipt of the request.

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- 3) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
 - 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - 5) The Contractor shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - 6) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to Caltrans, forfeit twenty five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the 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 employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

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- E. The Contractor shall submit a certified copy of all payroll records for verification by Caltrans's Contract Manager and/or Designee with each invoice. When progress payments are called for, the 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 the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to Caltrans, not more than fifty dollars (\$50.00) 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 contract by him or her, or by any subcontractor under him/her, 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 the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her 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 the 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 his or her 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 the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
 - 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the

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provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.

- 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
 - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the 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 contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the 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 of the provisions of this clause.

11. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The 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 Section 1771.5 of the Labor Code, 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,

EXHIBIT B
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- 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

12. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with Caltrans's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR Internet site at: <http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from Caltrans's District/Regional Labor Compliance Officer (LCO). These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to Caltrans's Regional or District LCO. A list of local LCOs is attached. (Attachment 4), or can be obtained for LCO Internet site at: <http://pd.dot.ca.gov/construction/LaborCompliance/roster/contacts.pdf>

13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the 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 forty (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 forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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14. Employment of Apprentices

- A. When either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

EXHIBIT D
Hazardous Waste Agreement

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's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be the final decision of Caltrans regarding the dispute
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- 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 Caltrans' notification to the 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 thirty (30) days notice to Contractor.

3. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from Caltrans' obligation to make payments to the Contractor.

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- B. The Contractor shall perform at least 51 percent (51%) of the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for Subcontractors listed on the Bidder Declaration, GSPD-05-105, (Attachment 3).
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Contractor, subcontractors and Caltrans 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, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the 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 article.

5. Non-Solicitation

The 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, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, Caltrans shall have the right to terminate this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)

- A. The Contractor has complied with the requirements of Public Contract Code (PCC) Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the

EXHIBIT D
Hazardous Waste Agreement

estimated dollar value of this contract, and are identified on the Bidder Declaration, GSPD-05-105, (Attachment 3).

- B. The following goals are the Contractor's commitment set forth in this contract based upon the estimated total dollar amount to be expended*

Three percent (3 %) of work for DVBE(s)

*If this contract is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change.

- C. Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to Caltrans, unless a substitution has been pre-approved in writing by the Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the contractor's substitution request must include:
- 1) a written explanation of the substitution reason; and if applicable, the contractor must also include the reason a non-DVBE subcontractor is proposed for use;
 - 2) the contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 - 3) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substitute firm will perform.
- E. **Prior** to the approval of the prime contractor's substitution request, the **Contract Manager** must give written notice to subcontractor being substituted by the prime contractor. A copy of the notice sent by the contract manager must be sent to the Contracts office. The notice must:
- 1) give the reason the prime contractor is requesting substitution of the listed subcontractor;
 - 2) give the listed subcontractor five (5) working days within which to submit written objections to the Contracts Office and copies to the Contract Manager;
 - 3) notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 - 4) the notice shall be served by certified or registered mail to the last known address of the listed subcontractor.

If written objections are filed by the listed contractor, the Contract's Office will render a written decision. The Contracts Office shall give written notice of at least five (5)

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working days to the listed subcontractor of a hearing by Caltrans on the prime contractor's request for substitution.

- F. Caltrans may consent to the substitution of another subcontractor in any of the following situations:
- 1) When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime contractor.
 - 2) When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) When the listed subcontractor fails or refuses to perform his or her subcontract.
 - 4) When the listed subcontractor fails or refuses to meet the bond requirements, if any of the prime contractor.
 - 5) When the prime contractor demonstrates to Caltrans, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - 6) When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) When Caltrans or the Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, contract requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.
- G. The request for substitution and Caltrans' approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. of the PCC) or any other contract requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the contract may be cause for contract termination and recovery of damages under the rights and remedies due to Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. The Contractor shall maintain records of all subcontracts entered into with DVBE sub-contractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the

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contract, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the Contract Manager.

7. Contractor's Priority Hiring Considerations

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

8. Laws to be Observed

The Contractor shall keep fully informed of all existing and future State and federal laws and county, and municipal ordinances and regulations 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, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. 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 work. The 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 the Contractor, a subcontractor, or an employee. 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, the Contractor shall immediately report the same to Contract Manager in writing.

9. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

10. Equipment Indemnification

- A. The Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The 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 the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

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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 the Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 04A4281.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, 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 the 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 DGS, Office of Risk and Insurance Management (ORIM). If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. DGS, ORIM Website: <http://www.dgs.ca.gov/orim/home.aspx>.
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to Caltrans equal to the policies, coverage's and limits required of Contractor.
- I. Caltrans 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

EXHIBIT E
Hazardous Waste Agreement

and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. 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.

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

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 worker's 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 Caltrans or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of Caltrans. The waiver of subrogation endorsement shall be provided to the Contract Manager.

D. Pollution Liability

Contractor shall maintain Pollution Liability covering the 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 the 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 the Contractor. Limits of not less than **\$1,000,000.00** per incident and an annual aggregate amount of **\$2,000,000.00** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

EXHIBIT E
Hazardous Waste Agreement

E. Motor Carrier Permit

Contractor must have a valid Motor Carrier Permit issued from the Department of Motor Vehicles (DMV). The Contractor shall pay all fees to obtain and maintain, in good standing, all necessary licenses and permits to accomplish work under this Agreement

3. License and Registration Requirements

- A. Contractor shall be properly licensed, registered and/or certified and shall conform to all State, Local, and Federal laws and regulations. This includes, but is not limited to:
1. California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), [Hazardous Waste Transporter Registration](#) (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.
 2. [HAZ – Hazardous Substance Removal Certification issued by the CA Contractors State License Board \(CSLB\)](#)
 3. Hazardous Material Certificate of Registration (US Department of Transportation (DOT), Title 49, Code of Federal Regulations (CFR), Part 107, Subpart G)
 4. California Department of Motor Vehicle (DMV) [Motor Carrier Permit](#), CVC, Section 34601.
 5. California Integrated Waste Management Board (CIWMB) Waste Tire Hauler Registration
 6. Transporter EPA ID (Section 3010 of the Resource Conservation and Recovery Act)

4. Equipment Rental Provisions

- A. Caltrans shall not be responsible for loss or damage to the rental equipment arising from causes beyond the control of Caltrans. Caltrans responsibility for repairs and liability for damage or loss are restricted to that made necessary by or resulting from the negligent act or omission of Caltrans or its officers, employees or agents.
- B. Contractor shall maintain the equipment in good working order and make all necessary repairs and adjustments. The Contractor will be given full and adequate access to the equipment at reasonable times for this purpose. Caltrans reserves the right to terminate this Agreement or to cease payment of rent if the Contractor fails to maintain the equipment properly.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ATTACHMENT 2

DISTRICT 04 MAINTENANCE FACILITIES

FACILITY NAME	STREET ADDRESS	CITY	BIN SIZE 20/40 CU YD	QUANTITY AT LOCATION	TYPE OF WASTE STORED IN BIN (TWW/TIRE)
Walnut Creek East	2616 N. Main Street	Walnut Creek	20	1	Tire
Hercules Maintenance	1369 Willow Ave	Hercules	20	1	Tire
Antioch Maintenance	2817 Windsor Dr	Antioch	20	1	Tire
Walnut Creek West	2581 N. Main Street	Walnut Creek	20	1	TWW
Rio Vista Maintenance	480 State Route 12	Rio Vista	20	1	Tire
San Leandro Maintenance	600 Lewelling Blvd	San Leandro	20	1/1	TWW/Tire
Livermore Maintenance	6153 Southfront Rd	Livermore	20	1	Tire
Fremont Maintenance	245 Mowry Ave	Fremont	20	1	Tire
Petaluma Maintenance	611 Payran St	Petaluma	20	1/1	Tire
Napa Maintenance	3161 Jefferson St	Napa	20	1	TWW
Sebastopol Maintenance	5611 Sebastopol Rd	Sebastopol	20	1	Tire
Manzanita Maintenance	40 Shoreline Hwy	Mill Valley	20	1	Tire
Dixon Maintenance	8683 Sparling Lane	Dixon	20	1	Tire
Fairfield Maintenance	2019 Texas St	Fairfield	20	1/1	TWW/Tire
East Bay Paint Burma Road End of SFOBB	210 Burma Rd	Oakland	40	1	Tire

**ATTACHMENT 2
DISTRICT 4 MAINTENANCE FACILITIES**

FACILITY NAME	STREET ADDRESS	CITY	BIN SIZE 20/40 CU YD	QUANTITY AT LOCATION	TYPE OF WASTE STORED IN BIN (TWW/TIRE)
So. Petaluma Signs	1485 S. Petaluma Blvd	Petaluma	20	1	TWW
San Jose Equipment Shop	6010 Monterey Road Bldg A & B Shop	San Jose	20	1	Tire
Mt. View Sign Crew	1770 Old Middlefield Rd	Mountain View	20	1	TWW
San Leandro Specialty	15525 Hesperian Blvd	San Leandro	20	1	TWW
San Jose Maintenance	500 Queens Lane	San Jose	20	1/1	TWW/Tire
Gilroy Maintenance	11155 No Name Uno	Gilroy	20	1/1	TWW/Tire
Foster City Maintenance	380 Foster City Blvd	Foster City	20	1/1	TWW/Tire
Cupertino Maintenance	10130 Bubb Rd	Cupertino	20	1	Tire
SF Maintenance	110 Rickard St	San Francisco	20	1/1	TWW/Tire

ATTACHMENT 2
DISTRICT 4 MAINTENANCE FACILITIES

Note: The following Maintenance Facilities contain various types of hazardous, non-hazardous, environmentally regulated, universal and biological waste per Exhibit A, Section 1, Item B of this Standard Agreement.

FACILITY NAME	STREET ADDRESS	CITY
District Office	111 Grand Ave	Oakland
Fort Ross Maintenance	21265 Coast Highway	Jenner
Alemanly Electrical	30 Rickard St	San Francisco
Caldecott Tunnel	West Portal	Oakland
Posey/Webster Tubes	415 Harrison St	Oakland
Special Crews	1112 29 th Ave	Oakland
Castro Valley	21195 Center St	Castro Valley
Geyserville Maintenance	21629 Old Redwood Highway	Geyserville
Santa Rosa Maintenance	224 Lincoln St	Santa Rosa
Calistoga Maintenance	1413 Tubbs Lane	Calistoga
Vallejo Maintenance	1700 Sears Point Road	Vallejo
San Jose Maintenance	6010 Monterey Rd Bldg A & B Shop	San Jose
West Bay Paint	435 Beale Street	San Francisco
Redwood City Maintenance	2501 East Bayshore	Redwood City
Dumbarton Bridge	Pier 44	Fremont, CA

ATTACHMENT 2
DISTRICT 4 MAINTENANCE FACILITIES

Note: The following Maintenance Facilities contain various types of hazardous, non-hazardous, environmentally regulated, universal and biological waste per Exhibit A, Section 1, Item B of this Standard Agreement.

FACILITY NAME	STREET ADDRESS	CITY
San Mateo Bridge East End	San Mateo Bridge East End	Foster City
Woodside Maintenance	5055 Farmhill Rd	Woodside
Half Moon Bay Maintenance	2300 Cabrillo Hwy	Half Moon Bay
Richmond-San Rafael Bridge	200 Main Street	San Quentin
SFOBB Toll Plaza	SFOBB Toll Plaza Administration Building	Oakland
Tri-Bridge Maintenance	100 Industrial Way	Benicia
Richmond- San Rafael Bridge Maintenance	295 Western Drive	San Rafael
Benicia Bridge Toll Plaza	I-80 Paint	Benicia
Toll Plaza Truck Shop	SFOBB Equipment Shop	Oakland
Equipment Shop 4	1993 Marina Blvd	San Leandro
SF Equipment Shop	120 Rickard Street	San Francisco
Caltrans	813 Miller Street	Vallejo

**ATTACHMENT 5
SAMPLE TASK ORDER**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION					
Task Order Number:	Date Issued:	Contract Manager:	Contractor:		
Task Order Performance Period: No Task order shall extend beyond the expiration date of the Agreement. Work under this Task Order shall begin on October 15, 2013 and terminate on October 14, 2015.					
Description of Services (Include the scope of services needed for this Task Order, expected results, and deliverables.) All work herein shall be in accordance with Exhibit A. Scope of Work of the Agreement.					
<input type="checkbox"/> Generated Waste Removal/Disposal <input type="checkbox"/> Sump Cleaning <input type="checkbox"/> Bin Pick-Up <input type="checkbox"/> Other (describe)					
Service Location(s)					
Location:	Pick Up Date	Location:	Pick Up Date		
Location:	Pick Up Date	Location:	Pick Up Date		
Location:	Pick Up Date	Location:	Pick Up Date		
Location:	Pick Up Date	Location:	Pick Up Date		
The Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Task Order, or if any work not on the original Task Order is requested, additional written authorization shall be obtained from the Contract Manager. Caltrans will pay only for work requested and authorized in writing by the Contract Manager (also refer to Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment.					
Costs: The Contractor will be paid in accordance with Exhibit A, Scope of Work, Task Orders, Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment; and the Rates shown on the Contractor's Bid Proposal.					
SIGNATURES:					
_____ DATE: _____ Contract Manager or Designee			_____ DATE: _____ Contractor		