



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **C-1**

June 15, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**RUBBERIZED ASPHALT CONCRETE TECHNOLOGY CENTER  
AGREEMENT WITH CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Public Works, or his designee, to conduct business with the State of California, California Integrated Waste Management Board (Waste Board), on any and all matters relating to the Department of Public Works operation of the Southern California Rubberized Asphalt Concrete Technology Center (Technology Center), including negotiating and executing an agreement substantially similar to the enclosed Agreement and signing any amendments and requests for reimbursement, commencing upon your Board's approval through June 30, 2007, at a reimbursable cost not to exceed \$50,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This action involves authorizing the Director of Public Works, or his designee, to enter into a contract with the Waste Board for the Department of Public Works to continue operation of the Technology Center.

Since 1997, the Department of Public Works has operated the Technology Center under agreements approved by your Board with the Waste Board. The Technology Center provides information and training about the use of rubberized asphalt concrete to other government agencies and interested parties within the State of California. Rubberized asphalt concrete incorporates crumb rubber from waste tires thus diverting waste tires from potential disposal in landfills.

### **Implementation of Strategic Plan Goals**

This project is consistent with the County Strategic Plan Goal of Service Excellence since it will provide information about the use of rubberized asphalt concrete to other government agencies and interested parties thus encouraging the recycling of waste tires.

### **FISCAL IMPACT/FINANCING**

The cost of the services to be provided is not to exceed \$50,000.

The cost of providing the services will be reimbursed by the Waste Board under the terms of the proposed Agreement. There are no County costs associated with this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Enclosed is a draft Agreement. The final Agreement will be approved by County Counsel prior to its execution by the Director of Public Works, or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The recommended action does not constitute a project as defined under Section 15378(b)(4) of the California Environmental Quality Act Guidelines and therefore does not require an environmental finding.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects associated with the proposed action.

The Honorable Board of Supervisors  
June 15, 2006  
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**CONCLUSION**

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>IWM05061</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Integrated Waste Management Board

CONTRACTOR'S NAME

Los Angeles County

2. The term of this Agreement is: May 22, 2006 through June 30, 2007 or upon final approval signature.

3. The maximum amount of this Agreement is: \$50,000.00 (Fifty thousand dollars and zero cents)

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	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions <i>viewable at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a></i>	GTC 1005 (10/3/05)
Exhibit D – Special Terms and Conditions <i>viewable at <a href="http://www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf">www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf</a></i>	04/06*
Attachment A – Contractor Certification Clauses CCC-1005	4 page(s)
Attachment B – Recycled Content Certification	2 page(s)
Exhibit E – Additional Provisions	1 page(s)

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Los Angeles County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael D. Antonovich, Mayor, Board of Supervisors		
ADDRESS County of Los Angeles Board of Supervisors, 383 Kenneth Hahn, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012		
STATE OF CALIFORNIA		
AGENCY NAME California Integrated Waste Management Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Leary, Executive Director		
ADDRESS 1001 I Street, Sacramento, CA 95814		

Exempt per: SCM 4.04.5.b

## **EXHIBIT A**

### **SCOPE OF WORK**

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with Southern California Rubberized Asphalt Concrete Technology Center (RACTC) services as described herein.
2. The project coordinators during the term of this agreement will be:

#### CIWMB

Special Waste Division

Name: Nate Gauff

Phone: (916) 341-6686

Fax: (916) 319-7343

Email: [ngauff@ciwmb.ca.gov](mailto:ngauff@ciwmb.ca.gov)

#### Los Angeles County

Construction Division

Name: Erik Updyke

Phone: (626) 458-4914

Email: [eupdyke@ladpw.org](mailto:eupdyke@ladpw.org)

Direct all administrative agreement inquiries to:

#### CIWMB

Contracts Unit

Attention: Carol Baker

Address: 1001 I Street  
Sacramento, CA 95814

Phone: (916) 341-6105

Fax: (916) 319-7582

Email: [cbaker@ciwmb.ca.gov](mailto:cbaker@ciwmb.ca.gov)

#### Los Angeles County

Construction Division

Name: Erik Updyke

Address: Construction Division, 8th Floor,  
P.O. Box 1460

Alhambra, CA 91802-1460

Phone: (626) 458-4914

Email: [eupdyke@ladpw.org](mailto:eupdyke@ladpw.org)

3. Statement of Work

### **I. INTRODUCTION/OBJECTIVES**

Local government use of rubberized asphalt concrete (RAC) represents the single largest growth potential for its use. The purpose of the Rubberized Asphalt Concrete Technology Centers (RACTC) is to assist the California Integrated Waste Management Board (Board) in meeting its RAC program goal of increasing the use of RAC by local governments. This Scope of Work (SOW) addresses the activities for the Southern California RACTC for the period of January 2006 through June 2007.

### **II. WORK TO BE PERFORMED**

The Contractor shall:

- 1) Assist in RAC technology transfer and training activities for local government officials and staff as requested by the Board's Contract Manager or MACTEC Engineering and Consulting, Inc. (MACTEC).
- 2) Disseminate educational and informational materials on RAC as requested or approved by the Board's Contract Manager.

- 3) Monitor a toll-free telephone number and respond to questions and/or requests for information.
- 4) Prepare and submit quarterly reports to the Board.

### III. TASKS IDENTIFIED

#### Task 1: Assistance in RAC Technology Transfer Activities

Consultation, technology transfer and training on RAC processes and use will be provided for the staff of local governments through a separate Board contract with MACTEC. The RACTC will work collaboratively with MACTEC within the Board's RAC program through "Government talking to Government," a successful, decade-old strategy in which RACTC staff share their experience in using RAC.

#### Task 2: Disseminate Educational/Informational Materials

This task may involve revision of existing materials, republication of existing materials or distribution of materials supplied by the Board or MACTEC. The Board's Contract Manager must approve all revisions and final drafts prior to reproduction or dissemination.

#### Task 3: Respond to Toll-Free Telephone and E-Mail Inquiries

RACTC staff will handle this activity and report the number of responses in the quarterly reports to the Board.

#### Task 4: Quarterly Reports

The reports, which will provide "measurable performance" data, will include data on who was assisted, type of assistance provided (e.g., toll-free telephone inquiry, information request, consultation, training, etc.). Information will also be provided as to the number of publications and related information that is distributed as a result of Task 2. Reports are due on March 31, June 30, September 30 and December 31 of each year.

### IV. CONTRACT/TASK TIME FRAME

Task	Deliverables	Date
1	Technology Transfer Assistance	May 2006-June 2007
2	Technical Manuals and Bulletins; Informational Pamphlets, Facts Sheets, Booklets Distribution	May 2006-June 2007
3	Monitor and Respond to Toll-Free Telephone Number and E-Mail Inquiries	May 2006-June 2007
4	Quarterly Reports (due 3/31, 6/30, 9/30, 12/31)	May 2006-June 2007

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board  
Financial Assistance Branch  
1001 "I" Street  
P.O. Box 4025, MS-10  
Sacramento, CA 95812-4025

- C. Each invoice submitted to the CIWMB must include the following information:
  - Invoice Number
  - Contract Number
  - Description of Rendered Activities/Services
  - Submitting Contractor's Address
  - Invoice Period

#### 2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

#### 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. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State 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 or use tax imposed by another state.

5. **COST BREAKDOWN:** The following is only an estimate of the cost for each task. The line item costs can be adjusted as long as the total does not exceed fifty thousand dollars (\$50,000). If the total does exceed \$50,000 a formal amendment will be required.

Task #	Personnel Services: (Do not include travel or overhead) estimated # of hrs needed for contract services multiplied by the individual or position rates per hr.. (Include name/position title and hours)				Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Equipment Costs (Include a description of equipment)	Travel Expenses (Include travel expenses and per diem. Rates are set at the LA County rates)	Total by Task
	Name/ Position	\$/Hr	Hrs	Total \$				
1	Erik Updyke, Senior Civil Eng.	138	100	13,800		Chargeback Rate for Use of County Vehicle \$2,700*	\$1,500	<b>\$18,000</b>
2	“ “	138	50	6,900	Reproduction: \$3,020			<b>\$9,920</b>
3	“ “	138	128	17,664				<b>\$17,664</b>
4	“ “	138	32	4,416				<b>\$4,416</b>
Total by Line Item	(Sum of Total \$) <b>\$42,780</b>				<b>\$3,020</b>	<b>\$2,700</b>	<b>\$1,500</b>	<b>GRAND TOTAL</b> <b>\$50,000</b>

\* currently fifty-four cents per mile driven

6. **TRAVEL:** All travel will be reimbursed at the County travel rates in accordance with the Los Angeles County Code Title 5. When a County vehicle is used in the performance of contracted services, the Contractor will be reimbursed at the chargeback rate for use of Department vehicles established by the Los Angeles County Department of Public Works (currently fifty-four cents per mile driven).
7. **PROGRESS PAYMENTS:** Progress payments are permitted for work performed under this agreement. Ten percent of the invoiced amount shall be withheld pending final completion of the agreement, receipt, and acceptance by the State of any final reports required under the agreement.



The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. AGENCY LIABILITY: 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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CIWMB shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. BANKRUPTCY: In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then the CIWMB may terminate this Agreement by giving Contractor five (5) days written notice.
3. CALIFORNIA WASTE TIRES: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but the Board reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the CIWMB's Contract Manager's prior written approval. The CIWMB may change the Contract Manager by notice given to the Contractor at any time. The CIWMB staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, the CIWMB's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CIWMB's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of the CIWMB's staff for coordination or monitoring functions.
5. CONTRACTOR EVALUATIONS: The CIWMB will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by the CIWMB for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, the CIWMB will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, the

CIWMB shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to the CIWMB and the DGS. The CIWMB and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT- FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code section 10365.5:
  - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to the CIWMB any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of the CIWMB. Such title will include exclusive copyrights and trademarks in the name of the CIWMB. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CIWMB, shall include a notation on the inside cover as follows:

"Prepared as part of CIWMB contract number IWM05061, Total Contract Amount \$50,000.00, pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Guidelines for Preparing CIWMB

Reports (available upon request) and shall be reviewed by the CIWMB's Contract Manager in consultation with one of the CIWMB's editors.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither the CIWMB nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: The CIWMB may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of the CIWMB, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, Without notice at the option of the Contractor, if the Contractor's or the CIWMB premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring the CIWMB, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to the CIWMB within ten (10) days after notification of the CIWMB's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to the CIWMB.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.
- C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- D. The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- E. The CIWMB is not liable for the payment of premiums or assessments on said policy.
- F. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CIWMB may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CIWMB, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the CIWMB for any additional expenses incurred to cure such defects.

18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the CIWMB may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: The CIWMB will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to the Board upon request. The CIWMB will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

20. PATENTS: The Contractor assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

21. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge the CIWMB's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

22. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment A). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.ciwmb.ca.gov/RCP](http://www.ciwmb.ca.gov/RCP). If after searching the database, contractors are unable to find the

recycled-content products they are looking for, please notify the CIWMB's Contract Manager. All recycled-content products purchased or charged/billed to the CIWMB that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. If the contractor does not feel 100% PC paper is appropriate for the publication, such as one with many full color photos, the contractor shall suggest a lower PC paper. However, no paper shall be used containing less than 30% PC fiber. All papers containing less than 100% PC fiber must be approved by the contract manager prior to the substitution. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the CIWMB's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

23. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
24. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the CIWMB, Director or his/her designee with ten (10) days of discovery of the problem. With ten (10) days, the Director or his/her designee shall meet with the Contractor and CIWMB Project Manager for the purpose of solving the dispute.
25. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
26. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the CIWMB. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or Executive Director. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If the CIWMB or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB 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 the CIWMB 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 the CIWMB's obligation to make payments to the Contractor. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.]
27. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.

28. TERMINATION: The CIWMB shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
29. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to the CIWMB a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on the CIWMB Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on the CIWMB Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

30. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
31. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by the CIWMB to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- A. All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
  - B. The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
  - C. The CIWMB reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.

- D. Each work authorization will be numbered sequentially.
- E. The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
  2. Augment the work authorization budget; or
  3. Authorize the Contractor to complete the work for the actual costs; or
  4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.



CCC-1005

**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.)

3. 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 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](http://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 executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## 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.

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.

RECYCLED-CONTENT CERTIFICATION

STATE OF CALIFORNIA  
California Integrated Waste Management Board  
CIWMB 74C (Revised 2/03 for Contracts)

**Recycled-Content Certification for Contracts**

Contract # \_\_\_\_\_

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager. This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Web site \_\_\_\_\_

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
										100%
										100%
										100%
										100%
										100%
										100%
			<b>Total:</b>							
			\$							
					Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.					
					Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.					

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

RECYCLED-CONTENT CERTIFICATION

Footnotes

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put "N/A."** Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.

Product category State's recycled content requirements

**compost and co-compost (CO)** landscaping materials, erosion control, weed control, decomposed organic yard, or food materials 50% TR  
10% PC

**glass products (GL)** windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets 50% TR  
10% PC

**lubricating oils (LO)** motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses 50% TR  
10% PC

**paint (PT)** latex paint, interior/exterior, maintenance 50% TR  
10% PC

**paper products (PP)** paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers 50% TR  
10% PC

**plastic products (PL)** toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets 50% TR  
10% PC

**printing and writing paper (PW)** xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock 30% PC

**solvents (SO)** heavy printer cleaner, auto degreaser, parts cleaner 50% TR  
10% PC

**steel products (ST)** For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving 25% TR  
10% PC

**tire-derived products (TD)** flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts 50% PC

**tires (TI)** passenger, truck, bus, trailer/equipment tires. 50% TR  
10% PC

TR = total recycled-content PC = postconsumer

2. **Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

3. **Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer's paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not include** postconsumer material.

**Example:** If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.

4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.

5. The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

## EXHIBIT E

1. CONFERENCING PROVISIONS: The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.
  - A. Paper Products: All paper products used to fulfill the requirements of this Contract (name tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.
  - B. Re-usable Cups, Plates, & Utensils: To the greatest extent possible, use reusable washable Utensils, dishes, tableware, and etc. rather than single use disposable products.
  - C. Leftover Food & Beverages: All leftover food and or beverages associated with the event Will be donated to an established food donation outlet. The arrangements for the donation Must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.
  - D. Recycling/Composting: The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or Biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.
  - E. Soy-based Printing Ink: To the greatest extend possible, soy ink instead of petroleum based Inks should be used to print all documents for the event.