

AGREEMENT NUMBER IWM05058
REGISTRATION NUMBER

- 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 Stearns, Conrad, And Schmidt, Consulting Engineers, Inc. (SCS Engineers)
- The term of this Agreement is: **May 15, 2006** through **May 15, 2008**
 or upon final approval signature.
- The maximum amount of this Agreement is: **\$500,000.00**
 (Five Hundred Thousand Dollars and No Cents)
- 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 page(s)
Exhibit B – Budget Detail and Payment Provisions	9 page(s)
Exhibit C – General Terms and Conditions <i>Viewable at www.ols.dgs.ca.gov/Standard+Language</i>	GTC 306 <i>(03/23/06)*</i>
Exhibit D – Special Terms and Conditions viewable at <i>www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf</i>	04/06*
Attachment A – Contractor Certification Clauses CCC-1005	4 page(s)
Attachment B – Recycled Content Certification	2 page(s)
Request For Qualifications, Addendum No. 1	By Reference*
Contractors Submitted Statement of Qualifications	By Reference*

Items shown with an Asterisk(s) (*), 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.) Stearns, Conrad, And Schmidt, Consulting Engineers, Inc. (SCS Engineers)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Sullivan, Vice President		
ADDRESS 3050 Fite Circle, Suite 106 Sacramento, CA 95827		
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		
		<input checked="" type="checkbox"/> Exempt per: PRC 48024

EXHIBIT A

SCOPE OF WORK

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

CIWMB

Name: Stacey Patenaude
Phone: 916.341.6418
Fax: 916.319.7475
Email: spatena@ciwmb.ca.gov

SCS Engineers

Name: Ambrose McCready
Phone: 916.361.1297

3. Statement of Work

I. INTRODUCTION/OBJECTIVES The primary purpose of this contract is to promote the use of Tire Derived Aggregate (TDA) as light-weight fill in civil engineering projects. Through this contract, the California Integrated Waste Management Board (CIWMB) will hire an engineering contractor to help provide construction oversight on projects, in which TDA is used as lightweight fill and to help with the development and implementation of pilot projects using TDA in new and innovative civil engineering applications. If deemed necessary, the Contractor will be responsible for supplying TDA material for selected projects.

II. WORK TO BE PERFORMED The Contractor will be responsible for conducting Quality Assurance/Quality Control (QA/QC) of shredded tire product on projects in which the CIWMB has agreed to supply technical support. The contractor will be available to supply construction oversight on projects using TDA as light-weight fill. The Contractor will assist in the CIWMB's continuing efforts to educate the public and private sector engineering community on the benefits of using tire shreds. The Contractor, if requested by the CIWMB, will purchase TDA material to be used in designated projects.

III. TASKS IDENTIFIED Types of work anticipated includes, but is not limited to:

- 1) QA/QC of tire shredding production.
- 2) QA/QC of tire shred/light-weight fill placement at project site.
- 3) Coordinate shredding, stockpiling and hauling of TDA fill material.
- 4) Supply TDA material for selected projects through a competitive bid process.
- 5) Coordinate environmental issues with regulatory agencies.
- 6) Construction management, including daily work logs and construction reports.
- 7) Conduct long term monitoring of tire shred project.
- 8) Organize work shops to educate engineers and other individuals on using TDA in civil engineering applications.
- 9) The scope of investigation may vary significantly, but oversight, testing, sampling and coordination with local agencies and other activities above may be required at several

different sites at the same time. Firms interested in this contract must be able to provide staff with technical abilities in sufficient numbers to ensure cost effective and timely project completion.

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 "T" 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:

**SCS ENGINEERS FEE SCHEDULE
CIWMB CONTRACT NO. IWM-05058
APRIL 1, 2006 THROUGH MARCH 31, 2007**

	<u>Rate/Hour</u>
Principal.....	\$210
Project Director.....	180
Principal Project Professional.....	175
Senior Technical Manager.....	160
Regional Field Manager.....	135
Certified Industrial Hygienist.....	135
Project Manager.....	135
Senior Professional.....	125
Field Project Manager.....	125
Project Professional.....	105
Senior Superintendent (non-exempt).....	90
Staff Professional.....	85
Project Administrator.....	80
Superintendent (non-exempt).....	78
Senior Engineering Technician.....	70
Designer/Drafter.....	65
Senior Technician/Equipment Operator (non-exempt).....	57
Administrative/Secretarial.....	60
Foreman (non-exempt).....	60
Fusion Technician (non-exempt).....	50
Technician (non-exempt).....	44
Laborer (non-exempt).....	38

General Terms

1. Scheduled rates are effective from April 1, 2006 through March 31, 2007 and are specific to CIWMB Contract No. IWM-05058. Work performed thereafter, or outside this contract, is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors are billed at actual cost plus a 7% percent administrative fee. Overtime (outside of the standard 8-hour day, 40-hour work week) hours for non-exempt personnel will be billed at 1.5 times the standard fee schedule rate.
3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule (Attached) performed plus a 7% administrative fee. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 150 miles per job per day; a \$0.15 per mile

surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.

4. The rates presented herein for non-exempt employees are based on non-union, non-prevailing wage scales.
5. For special situations such as expert court testimony, hourly rates will be on an individually negotiated basis.
6. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Standard Fee Schedule for Equipment and Analysis and will not be subject to administrative mark-up.

SCS ENGINEERS
STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
(CIWMB Contract No. IWM-05058)
APRIL 1, 2006 THROUGH MARCH 31, 2007

GEM 500 Gas Analyzer.....	\$ 115/day
GEM 2000 Gas Analyzer.....	\$ 170/day
SEM 500 Emissions Monitor.....	\$ 180/day
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles.....	\$ 50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/Combustibles.....	\$ 50/day
Gas-Tech Tritector Gas Analyzer O ₂ /H ₂ S/Combustibles.....	\$ 45/day
Magnehelic Pressure Set.....	\$ 20/day
Kurz Air Velocity Meter.....	\$ 35/day
Digital Readout Thermocouple.....	\$ 25/day
Gastech Detector Tubes/Pump.....	\$ 15/each
Metal Bellows Vacuum Pump.....	\$ 35/day
Bar punch.....	\$ 10/day
Fisher M95 Metal Detector.....	\$ 30/day
Dewatering Pump (Trash Pump).....	\$ 45/day
TVA Flame Ionization Detector	
-Daily Rate.....	\$110/day
-Weekly Rate.....	\$500/week
-Monthly Rate.....	\$1400/month
MiniRae 2000PID	
-Daily Rate.....	\$100/day
-Weekly Rate.....	\$400/week
-Monthly Rate.....	\$1200/month
Air Sampling Station	
-Daily Rate.....	\$ 40/day
-Weekly Rate.....	\$175/week
Transit	
-Daily Rate.....	\$ 15/day
-Weekly Rate.....	\$ 75/week
-Monthly Rate.....	\$250/month
Level	
-Daily Rate.....	\$ 15/day
-Weekly Rate.....	\$ 65/week
-Monthly Rate.....	\$195/month
Pipe Laser	
- Daily Rate.....	\$ 50/day
- Weekly Rate.....	\$220/week
- Monthly Rate.....	\$650/month
Water Trailer.....	\$ 75/day
PAS 3000 Air Sampling Pump.....	\$ 25/day
Non-Contaminating Air Sampling Pump.....	\$ 25/day
Fyrite Carbon Dioxide Indicator.....	\$ 15/day
Interface Probe.....	\$ 50/day
Submersible Pump.....	\$ 50/day

Water Level Indicator	\$ 25/day
Teflon Well Bailer	\$ 10/day
Minuteman Drill Rig (excluding operator).....	\$60/hour
Vacuum Box/Carbon Cannister & Blower.....	\$ 25/day
Tool Truck	\$100/day
Air Compressor.....	\$ 60/day
Arc Welder.....	\$ 75/day
Generator (5000 Watt).....	\$ 60/day
Generator (3500 Watt).....	\$ 45/day
Isolation Pinch Off Tools.....	\$ 60/day
Leister Extrusion Welding Gun	\$ 120/day
Plate Compactor.....	\$ 75/day
Safety Equipment	
-Tyvek Suit - each.....	\$ 15/ea
-Polyethylene suit - each.....	\$ 20/ea
-Nitrile gloves - per pair	\$ 15/ea
-PVC Gloves - per pair	\$ 15/ea
-Rubber booties - per pair	\$ 15/ea
-Organic Vapor Cartridges - per pair.....	\$ 20/ea
-Organic Vapor/Acid Cartridges - per pair.....	\$ 25/ea
-Cartridges pre-filters - per pair.....	\$ 15/ea
-Full face respirator - each	\$ 25/day
-Half face respirator - each	\$ 20/day
-Ventilator/manhole blowers	\$ 25/day
-Parachute harness	\$ 10/day
-Tripod	\$ 35/day
-SCBA.....	\$ 35/day

General Terms:

1. Rates are in effect for the duration of CIWMB Contract No. IWM-05058. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client and will not be subject to administrative mark-up.
3. Outside rental equipment and materials, are billed at cost plus 7 percent.
4. The cost of equipment owned by SCS Engineers will not be subject to administrative mark-up.

**SCS ENGINEERS FEE SCHEDULE
CIWMB CONTRACT NO. IWM-05058
APRIL 1, 2007 THROUGH MARCH 31, 2008**

Rate/Hour

Principal.....	\$215
Project Director.....	185
Principal Project Professional.....	180
Senior Technical Manager.....	165
Regional Field Manager.....	140
Certified Industrial Hygienist.....	140
Project Manager.....	140
Senior Professional.....	130
Field Project Manager.....	130
Project Professional.....	110
Senior Superintendent (non-exempt).....	95
Staff Professional.....	90
Project Administrator.....	84
Superintendent (non-exempt).....	80
Senior Engineering Technician.....	74
Designer/Drafter.....	70
Senior Technician/Equipment Operator (non-exempt).....	60
Administrative/Secretarial.....	63
Foreman (non-exempt).....	63
Fusion Technician (non-exempt).....	53
Technician (non-exempt).....	46
Laborer (non-exempt).....	40

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8. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors are billed at actual cost plus a 7% percent administrative fee. Overtime (outside of the standard 8-hour day, 40-hour work week) hours for non-exempt personnel will be billed at 1.5 times the standard fee schedule rate.
9. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule (Attached) plus a 7% administrative fee. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 150 miles per job per day; a \$0.15 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
10. The rates presented herein for non-exempt employees are based on non-union, non-prevailing wage scales.

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-Cartridges pre-filters - per pair	\$ 15/ea
-Full face respirator - each.....	\$ 25/day
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3. Outside rental equipment and materials, are billed at cost plus 7 percent.
4. The cost of equipment owned by SCS Engineers will not be subject to administrative mark-up.
6. **TRAVEL CLAUSE:** All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1.

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, 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 _____ E-mail _____ Web site _____

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Secondary Material (Percent) ³	Virgin Material (Percent) ⁴	Total Percent ⁵
										100%
										100%
										100%
										100%
										100%
										100%
			Total:							
			\$ _____							
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

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.