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

AGREEMENT NUMBER
IWM05017
REGISTRATION NUMBER
3910040616231

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
Remedial Construction Services, L.P. (RECON)

2. The term of this Agreement is: April 1, 2006 through May 15, 2008 or upon final approval signature.

3. The maximum amount of this Agreement is: $5,000,000.00 (Five million dollars and no 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 page(s)
Exhibit B – Budget Detail and Payment Provisions	6 page(s)
Exhibit C* – General Terms and Conditions	GTC 306 (03/23/06)
Exhibit D – Special Terms and Conditions	7 page(s)
Attachment A – Contractor Certification Clauses CCC-1005	4 page(s)
Attachment B – Recycled Content Certification	2 page(s)
Request for Qualifications, Addendum 1, Addendum 2	By reference
Contractor's Statement of Qualifications	By reference
Standard Specifications	By reference

Items shown with an Asterisk (or **), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
**These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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.)* **Remedial Construction Services, L.P. (RECON)**		
BY *(Authorized Signature)* [redacted]	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING [redacted] Steven R. Birdwell, Managing Partner		
ADDRESS 9720 Derrington Houston, TX 77064		
STATE OF CALIFORNIA		
AGENCY NAME California Integrated Waste Management Board		
BY *(Authorized Signature)* [redacted]	DATE SIGNED *(Do not type)* 4/11/06	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Leary, Executive Director		☒ Exempt per: PRC 48024
ADDRESS 1001 I Street, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with remediation services as described herein.

2. The project coordinators during the term of this agreement will be:

CIWMB	RECON
Name: Brad Williams	Name: Robert Lartz
Phone: 916.341.6351	Phone: 951.272.2877
Email:bwilliam@ciwmb.ca.gov	Email: robert.lartz@recon-net.com

3. Statement of Work

I. INTRODUCTION/OBJECTIVES

Pursuant to Public Resources Code (PRC) Sections 48020 et seq., the California Integrated Waste Management Board (CIWMB) administers the Solid Waste Site Cleanup Program (Program). In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. The purpose of this contract is to provide environmental services where the CIWMB determines that the direct expenditure of funds is the appropriate method for site cleanup.

II. WORK TO BE PERFORMED

All work under this contract shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications, available for viewing at http://www.ciwmb.ca.gov/Contracts/Forms/StdSpecs99.pdf, that is in effect when the work is performed and the plans, special provisions, approved Work Plans, and instructions included in Work Orders issued under the contract.

The Contractor may be required to perform remediations at solid waste disposal sites and illegal disposal sites located in Southern California on an as-needed basis during the contract period. For the purpose of this contract, Southern California is defined as all counties within California located to the south of, and including, San Luis Obispo County, Kern County, and San Bernardino County. The Contractor will serve as backup for other environmental services contractors serving other geographic areas of California and may be required to work in those areas in case resources to perform required tasks in accordance with the CIWMB's requirements are unavailable.

Based on previous remediation contracts, as many as three different sites may be under remediation at any one time. The level of cleanup may vary significantly, but activities listed herein are expected to be required for up to three concurrent remediation projects. Firms interested in this contract must be able to provide staff with technical abilities, related experience, and sufficient workforce to ensure cost effective and timely remediation of sites selected for the Program. All Site Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated work include, but are not limited to:

1. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical.

2. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste.

3. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers.

4. Site grading and construction of drainage systems.

5. Installation of erosion control systems and establishment of vegetative cover.

6. Construction of excavations, embankments, and placement of fill.

7. Installation of fencing, barriers and signs.

8. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites.

9. Identification, collection, segregation, removal, disposal, and/or recycling of hazardous waste as defined in California Health and Safety Code Section 25117, and other wastes encountered during solid waste cleanup.

10. Preparation of Work Plans. Work Plans shall include, but are not limited to, project work elements, a project schedule, a cost estimate, a site specific injury and illness prevention plan, and any other required documents.

III. TASKS IDENTIFIED

All work under this contract will be performed through Work Orders issued to the Contractors. When Program staff determines the need for Contractor services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order cost will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Program staff of any condition or event that may interfere with completion of the work or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Program staff, will not be considered for compensation.

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. PROGRESS PAYMENTS: Progress payments will be made in accordance with Section 9.106 of the Standard Specifications, available for viewing at http://www.ciwmb.ca.gov/Contracts/Forms/StdSpecs99.pdf.

6. COST BREAKDOWN:

Allowable Markups. Allowable markups to the rates specified in Section VI, "Special Provisions" of the Request for Qualifications are listed in Table B1.

Prevailing Wage Employees. Markups for prevailing wage employees shall be as specified in Table B1 and applied as shown in Table B3.

Office Support Employees. The Contractor will be reimbursed for hours worked at the hourly billing rates specified in the Table B2. The specified hourly rates shall include fringe benefits, overhead, general administration, and profit and shall remain fixed for the duration of the contract.

Overtime. Unless otherwise specified in the Work Order or directed by the Contract Manager, the normal workweek shall consist of 40 hours. Overtime may be required, however, overtime shall be worked only when directed in writing by the Contract Manager or specifically required by the Work Order and will only be paid to persons covered by the Fair Labor Standards Act.

Non-Compensable Services. As specified in Section VI.M of the Request for Qualifications.

Subsistence and Travel Allowance. Subsistence and travel allowance for all employees covered under this agreement shall be paid at the daily rates shown below for each day the employee is deployed to the job site other than weekend and holidays, unless work is performed on those days:

One-Way Travel Distance from Corona, California Office	Daily Allowance
60 miles	$100.00

At the discretion of the CIWMB Contract Manager, if it is mutually agreed that the distance from Recon's Corona office to the jobsite requires employees to remain during the weekend(s) and/or holidays they will be compensated subsistence pay for those days. In the case of inclement weather and work is stopped, employees deployed to the job site will receive the applicable daily allowance.

Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules. At the discretion of the CIWMB Contract Manager, in the case where living expenses exceed the designated subsistence for a project area, a reasonable rate will be negotiated during development of the Work Plan.

Other travel expenses including, but not limited to airfare, rental cars, fuel, and parking will be reimbursed at cost verified by bills or printed receipts. In areas of paid subsistence and travel allowance, said allowance shall be deducted from the daily allowance specified above. The State will only reimburse the cost of mid-size/economy rental cars. The use of rented four-wheel drive vehicles and/or trucks will only be allowed if pre-authorized in the Work Order. First Class or Business Class air travel is not allowed. The method of travel shall be the least costly to the State. No markup will be allowed for travel expenses.

Subcontractors. The Board will reimburse the Contractor for subcontractor services at negotiated rates. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the Contract Manager, except that which is expressly identified in the Contractor's Work Plan. Any substitution of subcontractors must be approved in writing by the Contract Manager in advance of assigning work to a substitute subcontractor.

Personnel Substitutions. Written approval is required for any substitutions or alterations to the Contractor's originally proposed staff and project organization, as depicted on the Contractor's Organization Chart contained within the Contractor's Statement of Qualifications, which is incorporated by reference. The Contractor may petition the Contract Manager to add or remove Contractor personnel or subcontractors at any time during the life of this Agreement by providing the following information to the Contract Manager in writing:

A. A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to achieve the goals of this Agreement.

B. If adding a new individual within the Contractor's firm a resume in the format prescribed in the Contractor's original Statement of Qualifications.

C. An amended Cost Proposal including all new staff for the prime Contractor, in the format prescribed in the Contractor's original Cost Proposal.

D. A revised organizational chart for the Contractor's team depicting all subcontractors and key staff.

Equipment and Tools. Contractor shall provide all necessary tools, instruments and safety equipment required to perform the work identified in each Work Order accurately, efficiently, and safely.

Only equipment purchases authorized in a Work Order will be reimbursable. For non-expendable equipment with a cost exceeding $500, the Contractor shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of $500 or more. A copy of the inventory record must be submitted to the State upon request.

At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the State in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the State and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

Tire Damage. Tires on construction equipment at remediations may be damaged in excess of normal wear due to the composition of the materials handled and/or terrain. In such cases, the Contractor may request to be compensated for anticipated tire repairs in the Work Plan. If approved, the replacement reimbursement will be prorated based on the evaluation of the remaining life of the tire. Work performed by subcontractors will be subject to the agreed upon requirements and markup.

TABLE B1
CONTRACTOR COST MARKUPS
(Not to Exceed)

Labor actual wage [1]	33%
Office support employees [2]	0%
Contractor-owned equipment	15%
Rental equipment	15%
Materials	15%
Subcontractor/special services	10%
Non-hazardous material transport and disposal	10%
Hazardous material transport and disposal	10%
Other authorized services and materials	5%

[1] Markup may be applied to the actual wages, which shall include basic hourly rate and any employer payments to or on behalf of the workmen for health, welfare, pension, vacation, and similar purposes. See attached example calculation presented in Table B3.

[2] The rates specified in this Exhibit for Office Support Employees are fully loaded rates including all wages, employer payments, overhead, and profit.

TABLE B2
OFFICE SUPPORT EMPLOYEE RATES

LABOR CATEGORY	EMPLOYEE	HOURLY RATE
Program Manager	[redacted]	$140.00
Managing Partner	[redacted]	$153.00
Cost Estimator	[redacted]	$140.00
Cost Estimator	[redacted]	$80.00
Cost Estimator	[redacted]	$79.00
H&S Manager	[redacted]	$93.00
H&S Officer	[redacted]	$64.00
Project Manager	[redacted]	$79.00
Project Manager	[redacted]	$80.00
Construction Manager	[redacted]	$63.00
Construction Manager	[redacted]	$79.00
Construction Manager	[redacted]	$60.00
Field Supervisor	[redacted]	$52.00
Project Engineer (Registered)	[redacted]	$85.00
Administrative Assistant	[redacted]	$30.00

TABLE B3
EXAMPLE PREVAILING WAGE BILLING RATE CALCULATION

		EMPLOYER PAYMENTS									
CLASSIFICATION	RATE TYPE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION AND HOLIDAYS	TRAINING	OTHER PAYMENT	ACTUAL WAGE	MARKUP (33%) [a]	LABOR SURCHARGE [b]	TOTAL BILLING RATE [c]
Group 1 Laborer [d]	Straight-time	$21.24	$4.16	$5.35	$3.01	$0.37	$0.27	$34.40	$11.35	$5.85	$51.60
Group 1 Laborer [d]	Overtime (1 1/2X)	$31.86	$4.16	$5.35	$3.01	$0.37	$0.27	$45.02	$14.86	$6.75	$66.63

[a] Markup specified in Table B1 and shall be applied to actual wage only.

[b] Labor surcharge set forth in the Department of Transportation publication "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is accomplished (17 percent for straight time and 15 percent for overtime through March 31, 2006).

[c] Total billing rate = actual wage + allowable markup + labor surcharge

[d] Laborer, Group 1, Southern California, determination SC-23-102-2-2005-1, issued 22 AUG 2005, used for illustrative purposes only.

GTC 306

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. 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), 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. Government Code Section 4552.

c. If an 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 by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. 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 Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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 though 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 (Insert), Total Contract Amount (Insert), 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. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by Board Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of $1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

20. 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.

21. 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.

22. 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.

23. 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. 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.

24. 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.

25. SETTLMENT 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.

26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.

27. 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.]

28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.

29. 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.

30. 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.

31. 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.

32. 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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
REMEDIAL CONSTRUCTION SERVICES, L.P.	[redacted]
By (Authorized Signature) [redacted]	
Printed Name and Title of Person Signing STEVEN R. BIRDWELL, MANAGING PARTNER	
Date Executed APRIL 5, 2006	*Executed in the County of* HARRIS, TEXAS

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.

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

RECYCLED-CONTENT CERTIFICATION

Contract # _____

Recycled-Content Certification for Contracts

☐ 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	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.