

California Department of Transportation

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

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<https://dot.ca.gov/programs/procurement-and-contracts/>

August 21, 2026

ADDENDUM ONE (1)**INVITATION FOR BID (IFB) #03A4220****HAZARDOUS WASTE DISPOSAL SERVICES IN PLACER, BUTTE, COLUSA,
SACRAMENTO, YOLO, YUBA, NEVADA, GLENN, EL DORADO, SIERRA AND SUTTER
COUNTIES**

A Bid Proposal for this work shall be submitted with the full understanding of this Addendum. The revisions declared in this addendum, are an essential part of the Invitation for Bid (IFB) package.

The Final Date for Bid Submission has been extended to September 1, 2026.

Refer to the revised IFB Timeline below:

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	08/10/2026	
Written Question Submittal	08/18/2026	5:00 p.m.
Final Date and Time for Bid Submission	09/01/2026	2:00 p.m.
Bid Opening	09/01/2026	2:30 p.m.

Revisions:

All revisions will be noted in red font.

Please refer to the attached **Revised Attachment 1, Bid Proposal**. All bids shall be submitted using the **Revised Attachment 1, Bid Proposal**. Bids received on the original Attachment 1 shall be deemed non-responsive.

Questions and Answers:

Question 1:

Is this contract subject to prevailing wage?

Answer 1:

No.

Question 2:

We acknowledge there is a hard copy submittal on this. Will you accept scanned/digital signatures?

Answer 2:

Yes, digital signatures are acceptable.

Question 3:

Are the poly drums to open top or closed top?

Answer 3:

The drums are open top.

Question 4:

Do the tri-wall containers need to be X-rated?

Answer 4:

No, unless there is a packing group 1 material to be transported. We generally do not have materials in packing group 1.

Question 5:

There is no line item for the fluorescent tube packaging. Does this need to be included in the per pound price or can a line item be added for that?

Answer 5:

Please refer to line item D25 on the **Revised Attachment 1, Bid Proposal**.

Question 6:

Can the nickel cadmium batteries be changed to per pound due the large variety in the sizes of these batteries?

Answer 6:

Please refer the attached **Revised Attachment 1, Bid Proposal**.

Question 7:

Why was the previous bid cancelled?

Answer 7:

IFB 03A4190 was cancelled due to the need to make material changes to the bid proposal sheet.

Question 8:

Could you please provide the current contract rates or awarded pricing schedules for the existing contract covering these services?

Answer 8:

Please refer to the attached executed agreement 03A3589.

NOTE: ALL OTHER TERMS AND CONDITIONS SET FORTH IN THE INVITATION FOR BID, SHALL REMAIN IN FULL FORCE AND EFFECT.

If you should have questions regarding this addendum, please contact Matthew Stephens at (279) 234-2331 or Matthew.Stephens@dot.ca.gov.

Matthew Stephens
Contract Analyst

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Revised Attachment 1**Contractor's Name (please print):**

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (D x E)
A. Personnel Contractor shall ascertain the appropriate Department of Industrial Relations craft/classification prevailing wage rates (if applicable). Worker Classifications, as listed below, are used in this Agreement to entitle a specific type of service and/or function and to cross-reference line items on this Attachment 1, Bid Proposal. **These classifications are not reflective of Prevailing Wage Classifications and shall not be used for determining prevailing wage hourly rates. All rates shall include all incidentals and travel to first facility and from last facility. Refer to Rates/Compensation Provisions in this Agreement's Exhibit A, Scope of Work .					
P01	**Lead Technician/Supervisor	Hour	2250	\$	\$
P02	**Technician	Hour	2250	\$	\$
P03	**Operator/Driver (without equipment)	Hour	2000	\$	\$
Subtotal A:					\$
B. Equipment (Hourly Costs cover Non-Operated Equipment as Noted) including, tools and small testing equipment include all incidental hazmat equipment, hand tools, hand truck, pallet jack, scale, "Hudson-style" compression sprayer, and forklift to remove, transport, and legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites otherwise designated by Caltrans Contract Manager.					
E01	1-ton truck or less	Hour	1250	\$	\$
E02	Bobtail Truck	Hour	700	\$	\$
E03	40-drum gear truck with lift gate	Hour	700	\$	\$
E04	Tractor and Trailer minimum 40 ft. with lift gate	Hour	700	\$	\$
E05	Single-bin transport truck	Hour	2500	\$	\$
E06	Dual-bin transport truck	Hour	2500	\$	\$
E07	Pressure Washer	Hour	25	\$	\$
Subtotal B:					\$
A+B Subtotal Page 1:					\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Revised Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost (cost is per unit of measure)	Total Amount (D x E)
C. Disposal Costs (The unit cost shall be the cost to legally dispose of the line item. For example, the cost of disposal for one (1) fifty-five (55) gallon drum or one (1) tri-wall box). Their time starts when they arrive at the first site and through the completion of work at the last site that day. No additional compensation will be paid for Travel before or after leaving the Caltrans sites. Rates for disposal shall include containers, all labels, manifests, creation of profiles for waste streams, packing absorbents, drum liners, testing equipment/materials and purchase, weighing waste, pick up, delivery, loading and unloading truck.					
D01	Paint Chips and/or Absorbent Containing Lead	55 gallons (gal)	25	\$	\$
D02	HEPA Filters containing LEAD	Tri-wall Box	2	\$	\$
D03	Gasoline/Diesel Liquid	55 gal	30	\$	\$
D04	Acetone Thinner Liquid	55 gal	5	\$	\$
D05	Waste Paint Related Material–Hazard Class 3	55 gal	30	\$	\$
D06	Waste Paint Related Material–Hazard Class 3–Lab Pack	Tri-wall Box	1	\$	\$
D07	Absorbent w/gas–diesel–emulsion	55 gal	30	\$	\$
D08	Absorbent w/gas	55 gal	10	\$	\$
D09	Corrosive Liquids	55 gal	3	\$	\$
D10	Toxic Solids (Organic/Inorganic 6.1)	55 gal	3	\$	\$
D11	Flammable/Toxic Liquids (3, 6.1)	55 gal	3	\$	\$
D12	Flammable/Toxic Solids (4.1, 6.1)	55 gal	3	\$	\$
D13	Flammable Solids–Fuses	55 gal	10	\$	\$
D14	Flammable Solids–Fuses	5 gal	1	\$	\$
D15	Toxic Liquid (Organic/Inorganic 6.1)	55 gal	1	\$	\$
D16	Oily Water	55 gal	1	\$	\$
D17	Waste Diesel and Diesel with Emulsion	55 gal	50	\$	\$
D18	Waste Oil including Hydraulic and Motor Oil	55 gal	2	\$	\$
D19	Latex Paint and/or Slop Water with Latex Paint	55 gal	100	\$	\$
D20	Waste Latex Paint–Lab Pack	Tri-wall Box	1	\$	\$
D21	Absorbent & Debris w/ Diesel and/or Oil	55 gal	100	\$	\$
D22	Grease	55 gal	2	\$	\$
D23	Gas Cylinders–Propane or Oxygen	5 gal	50	\$	\$
D24	Aerosol Cans	55 gal	10	\$	\$
D25	Fluorescent Light Tubes including 2'-3'-4'-6'-8'	Per pound	400	\$	\$
D26	Mercury Vapors	Per pound	250	\$	\$
D27	High-Pressure Sodium Bulb	Per pound	250	\$	\$
Subtotal Section C1:					\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Revised Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost (cost is per unit of measure)	Total Amount (D x E)
D28	Metal Halide Lamps	Per Pound	50	\$	\$
D29	Sealed Lead Acid Batteries	Each	40	\$	\$
D30	Compact Fluorescent	Per Pound	2000	\$	\$
D31	Medical Waste–Sharps QT.	Each	50	\$	\$
D32	Medical Waste–Sharps Gal.	Each	25	\$	\$
D33	Medical Waste–Sharps 55 gallon	Each	30	\$	\$
D34	Onsite Analytical Lab Tests	Each	10	\$	\$
D35	Offsite Analytical Lab Tests	Each	25	\$	\$
D36	Car Batteries	Each	30	\$	\$
D37	Nickel Cadmium Batteries	Per Pound Each	150	\$	\$
D38	E-Waste/L.E.D.s	Tri-Wall Box	25	\$	\$
D39	E-Waste/L.E.D.s	30 gal	15	\$	\$
D40	Ballast, transformers and capacitors	30-gal poly drum	2	\$	\$
D41	Lithium batteries	5 gal	30	\$	\$
D42	Fire extinguishers	Each	75	\$	\$
D43	Batteries - dry cell and alkaline	5 gal	40	\$	\$
D44	Spent oil filters	55 gal	1	\$	\$
D45	Anti-freeze absorbent	55 gal	8	\$	\$
D46	Anti-freeze liquid	1 gal	1	\$	\$
D47	Miscellaneous Hazard Class 2 (gasses) (various sizes)	Each	2	\$	\$
D48	Miscellaneous Hazard Class 5 (oxidizer)	55 gal	2	\$	\$
D49	Miscellaneous Hazard Class 8 (corrosive)	55 gal	5	\$	\$
D50	Miscellaneous Hazard Class 9 (Misc.)	55 gal	5	\$	\$
D51	Electronic E waste	Triwall box	50	\$	\$
D52	Thermo plastic paint/Asphalt grindings	Triwall box	1	\$	\$
D53	Raised pavement marker/Bituminous	Triwall box	1	\$	\$
D54	Empty drums (containing less than 10% product)	Each	25	\$	\$
Subtotal Section C2:					\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Revised Attachment 1

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost (cost is per unit of measure)	Total Amount (D x E)
D. Materials (containers) All materials must be hazardous waste packages 1, 2, or 3 and follow the rating guidance in Exhibit A Scope of Work . Items below are being purchased from Contractor for drop off at Caltrans facility(s) when requested. Material rates include labor (all Personal Protective Equipment (PPE) (levels C and D)) and Delivery Trucks. Payment made for picking up from supplier and dropping off at Caltrans facility(s) as requested during this Agreement. Material rates shall only be applicable for standalone material delivery(s). No separate or additional compensation for materials will be made when materials are requested to be supplied during waste disposal.					
M01	55-gallon Drum, steel, closed top for Package Group I liquids, UN1A1/X1.8/300 (review Haz Contractor Rate Schedules for container specification references).	Each	15	\$	\$
M02	55-gallon Drum, steel, open top for Package Group II & III, dual rated for liquids UN1A2/Y1.6/130 or solids - UN1A2/X400/S	Each	400	\$	\$
M03	85-gallon Drum, steel, open top for Package Group I, II & III, as directed by waste stream	Each	20	\$	\$
M04	Tri-wall containers	Each	40	\$	\$
M05	Poly drums (plastic), 5 gallons	Each	10	\$	\$
M06	Poly drums, 30 gallons	Each	20	\$	\$
M07	Poly drums, 55 gallons	Each	100	\$	\$
M08	FDA Cleared 1 Quart Sharps Containers (mail back)	Each	15	\$	\$
M09	FDA Cleared 1 Gallon Sharps Containers (mail back)	Each	15	\$	\$
Subtotal Section D:					\$
E. Per Diem					
E	Per Diem-Lodging and meal only, if approved by Caltrans Contract Manager*	Actual Cost to be Reimbursed			\$6,000.00
Contractor will be reimbursed for the actual costs as noted in Exhibit A Scope of Work (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs. (1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. (2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. (3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal may be grounds to reject the bid. (4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal may be deemed non-responsive.				Total Cost: (A+B+C1+ C2+D+E Subtotals)	\$

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A3589

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

Dillard Trucking, Inc. dba, Dillard Environmental Services

2. The term of this Agreement is:

START DATE

June 12, 2023 or upon DGS approval, whichever is later

THROUGH END DATE

June 11, 2026

3. The maximum amount of this Agreement is:

\$2,697,000.00 Two Million Six Hundred Ninety-Seven Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C*	General Terms and Conditions (GTC 04/2017)	ONLINE
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Bid Proposal - ADM1412	4
+ - Attachment 2	District 03 Maintenance Facilities	2
+ - Attachment 3	Sample Service Request	1
+ - Attachment 4	Confined Space Entry Checklist	2

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Dillard Trucking, Inc. dba, Dillard Environmental Services

CONTRACTOR BUSINESS ADDRESS

PO Box 579

CITY

Byron

STATE

CA

ZIP

94514

PRINTED NAME OF PERSON SIGNING

Melissa Roach

TITLE

Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/27/23

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

03A3589

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS-65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Kristina Parker

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Kristina Parker

DATE SIGNED

05/24/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROV

APPROVED**JUN 5 2023**

ALW:LAG:skb

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXEMPTION (If Applicable)

Exhibit A
Hazardous Waste Agreement

Scope of Work

1. Contractor shall provide on-call pickup, removal, clean up, and disposal services of waste, including but not limited to hazardous waste, environmentally regulated waste, and lab packed waste, to the California Department of Transportation (Caltrans) as described herein:
 - A. Contractor shall furnish all labor, equipment, supplies and materials required to test, identify, and reduce contamination; neutralize waste; and remove, transport, and legally dispose of waste substances and other waste materials generated at the **District 03 Caltrans Maintenance Facilities, Attachment 2**, or other sites designated by Caltrans Contract Manager within the District.
 - B. Waste to be removed under the terms of this Agreement include, but is not limited to, hazardous, non-hazardous, environmentally regulated, universal, and biological, which may be containerized or stockpiled. Waste may also include petroleum-based asphalt; soil/absorbent contaminated with oil, diesel, or gasoline; waste from asphalt tanks, wash rack clarifiers, hydraulic hoist pits, kettles, used motor oil; paints; mercury vapor lighting tubes; waste tires/rubber; polychlorinated biphenyls, treated wood waste (TWW), fuses/flammables, and used batteries. Caltrans Contract Manager may identify other hazardous waste or environmentally regulated waste subject to the terms of this Agreement.
 - C. Contractor shall provide hazardous waste assessment, identification, and characterization of stored waste in advance of subsequent pick-up and disposal.
 - D. Contractor shall maintain all applicable California and Federal licenses, endorsements, registrations, identification numbers, and permits for the removal, transport, and/or storage of hazardous and regulated materials as described herein throughout the duration of this Agreement.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. Any reference to Caltrans Contract Manager will also include designee.
4. The services shall be performed at the specific Caltrans Facilities listed on **District 03 Maintenance Facilities, Attachment 2**.
5. This Agreement will commence on **June 12, 2023**, or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **June 11, 2026**. Contractor shall provide said services during normal work hours between the hours of 6:30 a.m. and 4:00 p.m., Monday through Friday. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives identified below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

**Exhibit A
Hazardous Waste Agreement**

California Department of Transportation (Caltrans)	Dillard Trucking, Inc. dba, Dillard Environmental Services
Section/Unit: District 03/Maintenance	Project Manager: Melissa Roach
Contract Manager: Joel Coria	
Address: 3940 Rosin Court Sacramento, CA 95834	Address: PO Box 579 Byron, CA 94514
Business Phone: (530) 632-5344	Business Phone: (925) 634-6850
Email Address: joel.coria@dot.ca.gov	Email Address: melissar@dillardenv.com

7. Service Requests:

- A. On an on-call basis, Caltrans Contract Manager will assign specific services, as described herein, to contractor through the issuance of Service Requests. A **Sample Service Request** is shown in **Attachment 3**. All provisions in this Agreement apply to all Service Requests. In the event a request for services is made by telephone, the request will be confirmed in writing via Service Request by Caltrans Contract Manager within five (5) working days. Contractor shall provide the requested services within five (5) working days of the notification.
- B. When waste or sump operations impact public health, safety, or welfare, Contractor shall provide services **within 24 hours** upon notice by Caltrans Contract Manager, unless otherwise authorized in writing by Caltrans Contract Manager.
- C. All Service Requests shall be limited to the type of work specified in this **Exhibit A, Scope of Work**. Payment for these services shall be in accordance with **Exhibit B, Budget Detail and Payment Provisions and Bid Proposal, Attachment 1**. If there is a discrepancy between the Service Request and this Agreement, this Agreement shall take precedence.
- D. Each Service Request will identify the scope of services, including, but not limited to, service locations, deliverables, performance period, schedule, pickup and disposal services, and costs pursuant to the rates in **Bid Proposal, Attachment 1**. Service Requests shall be the complete instruction and authorization for the proposed work and contractor shall comply fully with all particulars thereof.
- E. Service Requests cannot extend beyond the expiration date of this Agreement. Service Requests cannot be used to amend this Agreement.
- F. Contractor shall sign and return Service Requests and include an appointment time for bin drop-off and exchange with a two (2) hour window for arrival.
- G. Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Service Request, or if any work not on the original Service Request is needed, additional written authorization shall be obtained from Caltrans Contract Manager. Caltrans will pay only for work requested and authorized in writing by Caltrans Contract Manager in a Service Request.
- H. Contractor's failure to begin work or to complete work in the time required shall be considered non-conformance with contract requirements and subject to termination of this Agreement for default pursuant to **Exhibit D, Section 2, Termination**.
- I. Should Caltrans Contract Manager determine that the work has not been completed to their satisfaction, Contractor shall correct the work at Contractor's sole expense.

Exhibit A
Hazardous Waste Agreement

8. Definitions as used in this Agreement

- A. Contractor's employees shall comply with California Occupational Safety and Health Administration (Cal/OSHA) training requirements per California Code of Regulations (CCR), Title 8, Section 5192 (8 CCR 5192), Hazardous Waste Operations and Emergency Response.
- B. Job Classifications, as listed below, are used in this Agreement to describe a specific service or function performed by Contractor's personnel. These classifications are **not** reflective of Prevailing Wage Classifications and shall not be used for determining prevailing wage hourly rates. **Contractor shall ascertain the appropriate Department of Industrial Relations (DIR) craft/classification prevailing wage rate in accordance with the work described herein.** Contractor certifies submittal of its **Bid Proposal, Attachment 1** satisfies the requirements set forth in this Agreement and prevailing wage requirements set forth by DIR and applicable, law, statute, and regulations.
 - 1) **Lead Technician/Supervisor:** Provides on-site supervision of Contractor's employees engaged in hazardous waste operations. Must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE), spill containment program, and health hazard monitoring procedures and techniques. Lead Technician/Supervisor shall comply with CCR, Title 8, Section 5192 (8 CCR 5192) and Code of Federal Regulations (CFR), Title 29, Section 1910.12(e)(4) (29 CFR 1910.12 (e)(4)).
 - 2) **Technician:** Require skills and knowledge of proper use procedures for dealing with sample and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment, and/or confinement operations.
 - 3) **Operator/Driver:** Perform hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall possess **a valid commercial driver's license** of the appropriate class and comply with California Vehicle Code Sections 15250 and 31560.
 - 4) **Teamster/Driver:** Perform sump hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. **Teamster/Driver shall possess a valid commercial driver's license of the appropriate class and comply with CVC, Sections 15250 and 31560.** Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll based on the County in which the work is performed, and the specific duties performed.
 - 5) **Laborer:** Under the direction of the Teamster/Driver, the Laborer shall assist the Teamster/Driver with performing hazardous waste cleanup operations in industrial settings. Contractor shall ascertain the appropriate prevailing wage rate listed on certified payroll based on the County in which the work is performed, and the specific duties performed.
 - 6) **Confined Space Personnel:** Employee shall have the proper training in confined space and be able to perform respective duties safely. They shall be aware of hazards, required equipment, and communication procedures. Contractor shall ascertain the appropriate prevailing wage rate listed on certified payroll based on the County in which the work is performed, and the specific duties performed.

Exhibit A
Hazardous Waste Agreement

9. Sump Cleaning/Oil Water Separator

- A. Contractor shall supply a vacuum truck/tanker (110-130 barrel capacity) or a Positive Displacement Unit (PDU) truck (i.e., vactor truck) as requested by Caltrans Contract Manager. The PDU or vacuum truck shall have the capability to clean the sumps of all materials, (water and sludge) and be transported in either the PDU or vacuum truck for disposal. Contractor shall provide all materials and tools sufficient to clean sumps at Caltrans facilities. This shall include regular floor sumps, sand traps, grease sumps, and lube rack sumps. Cleaning sumps shall consist of all on-site work. Contractor shall have the ability to provide smaller vacuum trucks (10 to 100-barrel capacity) if requested by Caltrans Contract Manager. Contractor shall also be responsible for the hauling and disposal of the contents to an appropriate disposal facility approved by Caltrans Contract Manager. Contractor shall provide services on an as-needed basis for the period of the Agreement.
- B. Contractor shall pump out, remove all sediment, debris and liquids from the sump, tanks, chambers, and channels. Remove, clean and replace all filters, grates and screens and clean with a pressure washer. Unit price bid includes all labor, equipment, transportation, disposal, Contractor equipment cleanout/washout costs, and Confined Space Entry Requirements.
- C. Where sump-cleaning operations can be performed with a single person, Contractor shall provide a Teamster/Driver. When requested by Caltrans Contract Manager, Contractor shall provide a Laborer(s) to assist the Teamster/Driver in cleaning operations. Prevailing wage is required. Contractor will be paid per bid rate for Teamster/Driver and Laborer.
- D. Contractor shall comply with all applicable State and Federal regulations for worker and public safety and will retain responsibility for compliance with guidelines and appropriate regulatory agencies, including Title 8 of the California Code of Regulations (T8 CCR), Section 3203, & (29 CFR 1910.146).
- E. Haz waste assessment, identification and characterization onsite testing may be required to determine the waste stream. Labor for these services shall be charged at the **Personnel P02 Technician** rate on **Bid Proposal, Attachment 1**.
- F. Sampling and sample management shall comply with the sampling, planning, methodology, and equipment and the sample processing, documentation, and custody procedures specified in CCR, Title 22, Division 4.5, Chapter 11, Article 3: Characteristics of Hazardous Waste, Section 66261.20 (22 CCR 66261.20).
- G. Laboratories performing chemical analyses shall be certified by the California State Water Resources Control Board Environmental Laboratory Accreditation Program (SWRCB-ELAP) for the specific laboratory test. For specific test methods not yet certified by SWRCB-ELAP, the laboratory may perform laboratory analysis only if presently certified by SWRCB-ELAP for comparable test methods, or if currently certified as a US EPA Contract laboratory. Caltrans Contract Manager will verify before the start of work. Contractor is responsible for transportation, preservation, appropriate containers, labels, and chain of custody.
- H. In the event sampling and testing are required at an offsite laboratory to determine the appropriate handling and disposal methods, the following shall apply.
 - 1) Any sampling and testing shall be approved and coordinated by Caltrans Contract Manager.

Exhibit A
Hazardous Waste Agreement

- 2) Sampling and management of waste samples shall comply with local regulatory requirements, if any.
- 3) California Environmental Protection Agency (CalEPA), Department of Toxic Substances Control (DTSC), shall certify each laboratory that performs hazardous waste analysis for the specific hazardous waste analysis performed. Laboratories not certified shall not perform hazardous waste testing.
- 4) For each sample taken, the laboratory test result shall list the test methods used and limits of detection.
- 5) The laboratory that performs hazardous waste analysis shall store the samples for a minimum of 90 calendar days.
- 6) Caltrans shall receive a copy of final report of lab reports with the invoice by Contractor.

10. Confined Space

- A. Contractor shall provide permit-required confined space program, confined space personnel, equipment, and tools to clean biological and hazardous waste, and debris within confined space areas when appropriate. Cal/OSHA defines Confined Space as:
 - 1) An employee can physically/bodily enter, and Has limited or restricted means of entry or exit, and
 - 2) Is not designed for continuous employee occupancy.
- B. According to Cal/OSHA, a permit-required confined space is a space that has one or more of the following characteristics:
 - 1) Contains or has the potential to contain a hazardous atmosphere.
 - 2) Contains a material with the potential to engulf someone who enters the space.
 - 3) Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
 - 4) Has or could have any other recognized safety or health hazards.
- C. If a workplace contains permit spaces, Contractor shall inform exposed employees of their existence, location and the hazards they pose. This can be done by posting danger signs such as "DANGER – PERMIT – REQUIRED CONFINED SPACE – AUTHORIZED ENTRANTS ONLY" or using an equally effective means.
- D. A Contractor who allows employees entry into a permit space must develop and implement a written program for the space. The written program should establish the means, procedures and practices to eliminate or control hazards necessary for safe permit space entry operations, as required by Cal/OSHA standards, <https://www.dir.ca.gov/title8/5157.html>.
- E. A confined space permit, signed by Contractor's entry supervisor, shall be posted at all entrances or otherwise made available to entrants before they enter a permit space. The permit shall verify that pre-entry preparations outlined in the standard have been completed.
- F. Contractor's employees shall not enter confined spaces with known or expected hazardous atmospheres—such as oxygen < 19.5% or > 23.5%, for LEL the concentration of flammable

Exhibit A Hazardous Waste Agreement

vapors/gas is above 10% of the lower explosive limit, Hydrogen Sulfide > 10 ppm, Carbon Monoxide > 25 ppm. If employees experience symptoms of over-exposure—GET OUT.

- G. Contractor shall perform Atmosphere tests using a Gastech (or equivalent) air sampling and monitoring instruments shall be conducted by a trained and qualified person prior to any employee entering confined space. The instrument shall be tested prior to use by a qualified person who can ensure that the unit is functioning properly and that the batteries are not low. The air shall be continually monitored with an appropriate instrument for combustible gases and oxygen- deficient atmosphere. A record of such tests shall be kept at the job site for the duration of the work. If the above conditions cannot be met, no one shall enter the confined space.
- H. The area shall be ventilated for a minimum of 15 minutes prior to atmospheric testing and entry. Culverts need not be ventilated if the crew leader determines that the natural ventilation system is sufficient, and the required atmospheric tests are satisfactory. Should the atmospheric-testing instrument's audible alarm or visual indicator, indicate a change reduction in oxygen content or increase of gas, all individuals shall evacuate the area immediately.
- I. At least one (1) person shall stand by on the outside of the confined space ready to give assistance in case of emergency.
- J. An emergency rescue plan and **Confined Space Entry Checklist, Attachment 4** or equivalent form shall be submitted and discussed with Caltrans Contract Manager prior to Contractor's entry into any confined space.
- K. Documentation (Confined Space Entry Checklist or equivalent Contractor form) shall be kept in Service Request file referencing confined space policies were followed.

11. Rates

- A. Labor rates shall include all Personal Protective Equipment (PPE) (levels C and D), completion of quarterly reports, chain of custody, sample, and test, identify, reduce contamination, neutralize waste, and materials/supplies to collect the waste at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section A (Personnel)**.
- B. Equipment rates shall include tools and small testing equipment, all hazmat equipment, hand tools, hand truck, "Hudson style" compression sprayer, forklift, and any other equipment necessary to provide the services required by this Agreement at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section B (Equipment)**.
- C. Materials rates shall include all labels, manifests, creation of profiles for waste streams, packing absorbents, drum liners, testing materials, purchase and pickup, delivery and loading into truck at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section D (Materials)**.

12. Roadside Biohazard Waste Cleanup

- A. Contractor shall provide containment, removal, and sanitization operations at roadside facilities for biowaste cleanup.
- B. Contractor shall provide all necessary equipment to remove small containers, transfer waste into bulk packaging, and dispose of waste in the most economical method. Once biowaste is removed, all contaminated surface areas shall be cleaned and sprayed with disinfectant as directed by Caltrans Contract Manager. Equipment required to perform biowaste cleanup

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Hazardous Waste Agreement

operations may include transport truck, pressure washer, water truck, "Hudson-style" compression sprayer, waste containers, and hypochlorite solution.

13. Special Provisions

- A. Waste removal work involves identifying, pre-treating, and waste analysis through onsite or offsite lab testing and profiling waste container collections, lab packs, facility sump cleaning, transporting and disposing of containerized regulated and hazardous waste substances from pump stations, brake check areas, and maintenance facilities.
- B. Contractor's employees may, if authorized by Caltrans Contract Manager, work ahead of the waste container/sump-cleaning collectors to prepare the waste by taking samples and getting a waste removal plan developed through lab analysis. Waste collections are then scheduled with written approval of Caltrans Contract Manager.
- C. Waste collections must be handled by a hazardous waste trained employee who has had proper training as defined in 8 CCR 5192. An Operator/Driver performs duties such as picking up containerized wastes in drums, bins, or by a vacuum truck operation.
- D. Where larger jobs are involved, personnel may be required to perform multiple job duties. Contractor will be compensated for the actual duties performed by the employee. These combined operations, as well as all work, must be expressly pre-approved by Caltrans Contract Manager.
- E. Contractor shall comply with all Federal, State, and local agency requirements for disposal of hazardous waste material, universal waste, recycled waste, biowaste, treated wood waste, and waste tires/rubber.
 - 1) Contractor shall provide 20-yard bins to be placed at designated Caltrans facilities for collection of such materials at the request of Caltrans Contract Manager. When Contractor picks up a loaded bin for disposal, it shall be replaced in kind with another empty bin at that time.
 - 2) Bins shall have hard retractable covers that operate smoothly and with ease to keep dumpsters covered in accordance with the national Pollutant Discharge Elimination System (NPDES) storm water requirements. Bins shall be in good operating condition with no holes and suitable for mechanical loading and unloading.
 - a) Bins equipped with hydraulic hinge lids require safety chains.
 - 3) Contractor may be requested by Caltrans Contract Manager to provide appropriate biological waste mail-in containers (Sharps containers) suitable for storage, transport, and disposal.
 - 4) Contractor must provide a receipt from licensed disposal facility.
- F. Initial Bin Drop-off

Contractor will be compensated for the initial drop-off of bins at the bid rate listed on **Bid Proposal, Attachment 1**, under **Section A (Personnel), Line P03** and the appropriate transport truck listed under **Section B (Equipment), Line E05 or E06**. At the start of this Agreement, Contractor shall be compensated for each initial trip made to deliver bin(s) to the Caltrans designated maintenance facilities or locations. Compensation begins from the time Contractor leaves its initial work site and will end when bin(s) are dropped-off at the Caltrans facility or location. Compensation will not be paid for return trip back to Contractor's Facility.

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- G. Caltrans Contract Manager will provide to Contractor a list of Environmental Protection Agency (EPA) Waste Generator Identification Numbers as appropriate.
- H. Contractor shall provide a **Hazardous Waste Spill Diary** for each location and include a copy signed by Contractor and Caltrans Contract Manager with invoice.
- I. Contractor shall provide and review all information necessary for completing a Uniform Hazardous Waste Manifest and give copies to Caltrans representative at the site. The onsite Caltrans representative shall sign all Uniform Hazardous Waste Manifests prior to transporting waste off Caltrans property. In addition, Contractor shall use the modified manifesting procedure, when appropriate, for other wastes, such as waste oil.
- J. Travel Involving Transport of Waste
 - 1) Overnight travel may be required under this Agreement. Caltrans Contract Manager must pre-approve travel in writing. Contractor will be reimbursed without markup for this and must provide justification. Refer to **Exhibit B, Budget Detail and Payment Provisions**.
 - 2) Contractor will be compensated for work when Contractor's personnel and equipment arrive at the initial Caltrans work site and ends with departure of the final Caltrans work site. No additional compensation will be paid for travel from the last pick-up location to the disposal facility(ies).
 - 3) Waste from non-Caltrans facilities shall not be commingled with Caltrans waste during pickup schedule. Contractor shall not stop at non-Caltrans facilities or locations to collect waste while traveling in between Caltrans locations.
 - 4) Caltrans Contract Manager will establish a travel pickup schedule to be followed by Contractor and to assure access to the facility for waste removal operations.
- K. Disposal Facilities: All non-recyclable waste shall be disposed of at a properly licensed disposal facility.
- L. Recycle Facilities: Contractor shall provide a listing of recycle facilities approved by the California Waste Exchange and California Department of Resources Recycling and Recovery (CalRecycle) that will be proposed for use in the course of waste disposal within the contract area. Additional recycle facilities proposed by Contractor may be added or deleted at Caltrans Contract Manager's discretion. Caltrans Contract Manager will provide written notice of any changes to recycle or disposal locations to Contractor within 48 hours.
- M. Contractor shall provide requested equipment, materials, vehicles, and staff (properly equipped and trained), and must be capable of hauling/transporting as described herein (also refer to **Bid Proposal, Attachment 1**). All equipment shall be fully operational and maintained.
- N. Contractor's methods for pickup, removal, cleanup, and disposal services will be monitored on an on-going basis to ensure the most economical methods are being utilized. Contractor shall provide, when requested by Caltrans Contract Manager, a quarterly report of expenditures and quantities of removed waste categorized by CalEPA waste stream codes per site. Quarterly report format shall be subject to approval by Caltrans Contract Manager.
- O. Contractor is subject to announced and/or unannounced inspections of their operations, records, and facilities by the State to verify contract compliance. This does not relieve contractor of its responsibility to ensure proper contract compliance through its own inspections or other means. Contractor may be asked to provide, to Caltrans Contract

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Hazardous Waste Agreement**

Manager, copies of any documentation and/or reports of Federal, State, or local government inspections pertaining to contractor's operations.

P. Personal Protective Equipment and Training Requirements

- 1) Contractor shall comply with 8 CCR 5192 and all Cal/OSHA regulations. Contractor will assure that their employees performing work under this Agreement shall comply with employee safety regulations for the class of chemicals involved at all times. Employees performing work under this Agreement shall, upon request by Caltrans Contract Manager, show proof of training documenting what work the employee is so trained to perform.
- 2) Contractor shall provide all necessary PPE to their employees.

Q. Contractor shall assume ownership of waste material immediately upon transfer from Caltrans facilities to Contractor's waste transport vehicle.

R. Contractor shall recycle or dispose of waste materials in a lawful manner.

S. Contractor shall conduct operations in a manner as to avoid damage to Caltrans property and the property of others. Any damage caused by contractor shall be repaired or replaced at contractor's sole expense.

T. Contractor shall provide all labor, tools, vehicles, materials, equipment, required to perform the services and shall pay all costs, fees, expenses, and taxes related to or arising from the Agreement services.

U. Contractor is solely responsible for any and all injuries, losses, and damages caused by Contractor, its employees, or its agents.

14. General Contractor Responsibilities

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

15. Contractor Project Manager Responsibilities

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's personnel but not limited to, the following:
 - 1) Ensure deliverables meet the criteria established by the Agreement.

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Hazardous Waste Agreement

- 2) Supervise, review, monitor, train, and direct Contractor's personnel.
- 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
- 4) Assign qualified personnel to complete the required Service Request work, as specified, on an "as-needed" basis in coordination with Caltrans Contract Manager.
- 5) Administer personnel actions for Contractor personnel.
- 6) Implement and maintain quality control procedures to ensure product and service accuracy.
- 7) Ensure all applicable safety measures are in place.
- 8) Provide invoices in a timely manner.
- 9) Review invoices for accuracy and completion before billing to Caltrans.
- 10) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
- 11) Ensure compliance with the provisions in this Agreement and all specific Service Request requirements.

16. Damages to State Property

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

17. Code of Conduct

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

18. Inspection and Acceptance for Payment

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager.

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Hazardous Waste Agreement

- B. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements (including acceptance criteria or tests).
- C. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- D. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager.
- E. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Section 2, Termination**.

Exhibit B
Hazardous Waste Agreement

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For Service Requests satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoice, Caltrans agrees to compensate contractor in accordance with the **Bid Proposal, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to contractor, unpaid, for correction.
- B. Sump Work: Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each Service Request for sump work and invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by contractor.
- C. Invoices shall be itemized per **Bid Proposal, Attachment 1** and shall be signed and submitted in triplicate not more frequently than monthly in areas of the service.
- D. Each invoice shall also include:
 - 1) Agreement Number **03A3589**
 - 2) Dates of Service
 - 3) Approved Service Requests
 - 4) Hazardous Waste Manifest and Hazardous Spill Diary
 - 5) Itemized description of all charges (includes item numbers as noted in **Bid Proposal, Attachment 1**).
 - 6) All manifest numbers (if applicable) must be noted.
 - 7) This also includes all costs for the assigned work, i.e., labor, equipment, supplies, and materials.
 - 8) Supporting documents such as per diem receipts and other required documents must accompany Contractor's invoice.
 - 9) Lodging and Meal Receipts are required when Per Diem is claimed when approved for overnight travel by Caltrans Contract Manager.
 - 10) All sump work orders shall be invoiced separately and shall also be submitted with the itemized requirements above. Labor costs shall include employee names and the DIR craft/classification and all other costs for the assigned work (i.e., labor, equipment, materials, and incidentals).
- E. Caltrans will not be required to pay invoices that do not contain all the required information and documentation or for work that is not satisfactorily completed and approved by Caltrans Contract Manager. Such invoices shall be returned to contractor for correction, unapproved and unpaid.
- F. The itemized invoice shall be signed and submitted in triplicate not more frequently than monthly in arrears, of the on-call service, to:

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California Department of Transportation (Caltrans)
District 03/Maintenance
Attention: Joel Coria
3940 Rosin Court
Sacramento, CA 95834

- G. Sampling and Testing: Contractor will not be paid for obtaining samples and delivering or shipping the samples to a lab in accordance with the assigned **Service Request, Attachment 3**. Lab analysis shall be included in the labor rates on the **Bid Proposal, Attachment 1**. **No additional compensation will be paid for lab analysis.**
- H. Per Diem: Contractor shall submit written receipts supporting actual costs for lodging and meals when per diem is claimed. Charges for per diem (lodging and meals only) shall not exceed rates authorized to be paid to State employees under current California Department of Human Resources rules. Duplicate copies of itemized travel expense receipts shall be submitted for verification and reimbursement. No additional markup or surcharges will be allowed on travel costs (<https://travelpocketguide.dot.ca.gov>).
- I. For sump work, where Prevailing Wages are required, Contractor's employees may choose to be paid per **Exhibit B, Budget Detail and Payment Provisions, Section 8, Costs Included in Bid Rates, Item C**, instead of this rate. Contractor's employee may not be paid both. Contractor will be reimbursed based on the employee's payment.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, Section 2, Termination**.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.

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- B. Pursuant to Public Contract Code Section 10262, contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$2,697,000.00**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section 4A**, above.

5. Rates

- A. Rates for these services may be found on **Bid Proposal, Attachment 1** of this Agreement.
- B. Hourly rates for Contractor's personnel and equipment will begin when they arrive at the initial Caltrans work site and end when they leave the final Caltrans work site.

6. Excise Tax

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

7. Cost Principles

- A. Contractor agrees that the Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor or Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Where prevailing wage requirements apply, Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website

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at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. If Contractor's employee chooses to be paid actual costs for lodging and meal compensation per State rates, the employee must comply with **Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment**. Contractor's employee may not be paid both.

9. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by their employees on the public works project.
 - 2) The payroll records enumerated under **paragraph 1** above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by the Caltrans representative at all reasonable hours at the principal office of contractor. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1** above, shall be made available for inspection or furnished upon request to a representative of Caltrans and the DIR Division of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations Division of Labor Standards Enforcement, and Division of Apprenticeship Standards shall not be altered or obliterated by contractor.
 - c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both electronic mail (email) or facsimile (fax) and a hard copy sent by regular mail on the business day following receipt of the request.
 - 3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
 - 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The

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name and address of contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- 5) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, they shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph 6**, above, for noncompliance with the provisions of said Labor Code Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or Designee with each invoice. When progress payments are called for, contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by contractor.
- F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. Penalty

- A. Contractor and any Subcontractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in

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violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all of the following requirements:
 - 1) Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure by, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages, and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

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- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

11. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all the applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

12. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by contractor from the DIR. These wage rate determinations are to be posted by contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After award of the Agreement, questions pertaining to predetermined wage rates should be directed to Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be

Exhibit B
Hazardous Waste Agreement

permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Labor Code Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Employment of Apprentices

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

**Exhibit D
Hazardous Waste Agreement**

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be the final decision of Caltrans regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, contractor may be liable to Caltrans for damages including the difference between contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor or immediately in the event of default or material breach by Contractor.
- C. Caltrans may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on Caltrans' notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

3. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Hazardous Waste Agreement

5. Non-Solicitation

Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State 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 in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE goal progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

7. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Without Goals)

Caltrans has established no goals for the participation of DVBEs for this contract; however, Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

Exhibit D
Hazardous Waste Agreement

9. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, contractor's indemnification obligations contained elsewhere in this Agreement, contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents, and/or employees.

10. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

11. Laws to be Observed

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

12. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve contractor from the responsibility of complying with all existing and future laws, ordinances,

Exhibit D
Hazardous Waste Agreement

regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

13. Equipment Indemnification

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of contractor or contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

15. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

16. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

17. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts

Exhibit D
Hazardous Waste Agreement

with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Hazardous Waste Agreement

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by Caltrans.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all its Subcontractors as insured under Contractor's insurance or supply evidence of insurance to Caltrans equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to contractor's limit of liability.

**Exhibit E
Hazardous Waste Agreement**

2) The policy must include:

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

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

B. Automobile Liability

- 1) Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
- 2) Contractor shall provide to Caltrans, a copy of the Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90 form for any of its hazardous material transporters.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on Caltrans or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of Caltrans. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

D. Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous material whether by Contractor or a Subcontractor and a **copy of the Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90 form must be provided to Caltrans by Contractor**. Limits of not less than **\$1,000,000** per incident and an annual aggregate amount of **\$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as contractor's agent in satisfying any SIR, contractor shall reimburse the State for the same.

Exhibit E
Hazardous Waste Agreement

F. Available Coverages/Limits

In the event the insurance coverages obtained by contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to contractor shall also be available and applicable to the State.

3. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. The MCP(s) required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager, Contractor must immediately provide to Caltrans a copy of the required MCP(s).

4. License and Permits

Contractor shall be properly licensed, registered, and/or certified and shall conform to all State, Local, and Federal laws, rules, and regulations. Contractor shall possess **at the time of bid submittal** and for the duration of the Agreement, a valid and current:

- A. **Hazardous Substance Removal (HAZ)–Certification** issued by the California Contractors State License Board (CSLB).
- B. **Hazardous Material Certificate of Registration** issued by US Department of Transportation Pipeline and Hazardous Material Safety Administration (Title 49, Code of Federal Regulations, Part 107, Subpart G).
- C. **Hazardous Materials Transportation License** issued by California Highway Patrol (CHP).
- D. **Waste Tire Hauler Registration Decal for each vehicle with effective and expiration dates** issued by Cal Recycle (Department of Resources Recycling and Recovery).
- E. **Hazardous Waste Transporter Registration** issued by the Department of Toxic Substances Control, California Environmental Protection Agency (CalEPA). (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5).
- F. **Transporter EPA ID** (Section 3010 of the Resource Conservation and Recovery Act).
- G. Bidder shall possess **at the start of work** and for the duration of the Agreement, a valid and current Hazardous Waste Operations and Emergency Response HAZWOPER Certificates, both for the initial 40 hours of training and most current eight (8) hour refresher training.
- H. Confined Space Entry Certification as required by the Department of Industrial Relations, Division of Occupation Safety and Health (Caltrans/OSHA). A permit and contractor's program documents are required **at the start of work**.

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Hazardous Waste Agreement

- I. Contractor or Contractor's employees must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE) program, spill containment program, and health hazard monitoring procedures and techniques.
- J. Contractor or Contractor's employees must have the required skills and knowledge of proper use procedures for dealing with sampling and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment, and/or confinement operations.
- K. Contractor or Contractor's employees must perform hazardous waste cleanup operations in industrial settings; have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall comply with the California Occupational Safety and Health Administration (Cal/OSHA) training requirements as outlined in California Code of Regulations (CCR), Title 8, Section 5192. Operators shall possess a valid commercial driver's license of the appropriate class and comply with Section 15250 and Section 31560 of the California Vehicle Code.
- L. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.
- M. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- N. If Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- O. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to, the following, constitute grounds for disciplinary action by the CSLB once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans, owner of the property upon which you perform work (Bus. and Prof. Code Section 7109)
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110)
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code Section 7113)
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that it shall perform all necessary repairs, replacement and

Exhibit E
Hazardous Waste Agreement

corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

6. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

7. Contractor Registration Program

No Contractor or Subcontractor may be awarded this contract or engage in the performance of any contract with prevailing wages, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5.

Contractor's Name (please print): <u>Dillard Trucking Inc. dba Dillard Environmental Services</u>					
Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (D x E)
A. Personnel Contractor shall ascertain the appropriate Department of Industrial Relations craft/classification prevailing wage rates (if applicable). Worker Classifications, as listed below, are used in this Agreement to entitle a specific type of service and/or function and to cross-reference line items on this Attachment 1, Bid Proposal. **These classifications are not reflective of Prevailing Wage Classifications and shall not be used for determining prevailing wage hourly rates. Also refer to this Agreement's Exhibit A, Scope of Work.**					
P01	**Lead Technician/Supervisor	Hour	4,500	\$ 80.00	\$ 360,000.00
P02	**Technician	Hour	4,500	\$ 80.00	\$ 360,000.00
P03	**Operator/Driver (without equipment)	Hour	4,000	\$ 135.00	\$ 540,000.00
P04	**Teamster/Driver (without equipment)	Hour	1,260	\$ 150.00	\$ 189,000.00
P05	**Laborer	Hour	2,000	\$ 80.00	\$ 160,000.00
P06	**Confined Space	Hour	24	\$ 0	\$ 0
Subtotal A:					\$ 1,609,000.00
B. Equipment (Hourly Costs cover Non-Operated Equipment as Noted) Tools and small testing equipment include all incidental hazmat equipment, hand tools, hand truck, "Hudson-style" compression sprayer, and forklift to remove, transport, and legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites otherwise designated by Caltrans Contract Manager.					
E01	1-ton truck or less	Hour	2,500	\$ 0	\$ 0
E02	Bobtail Truck	Hour	1,400	\$ 0	\$ 0
E03	40-drum gear truck with lift gate	Hour	1,400	\$ 0	\$ 0
E04	Tractor and Trailer minimum 40 ft. with lift gate	Hour	2,650	\$ 0	\$ 0
E05	Single-bin transport truck	Hour	5,000	\$ 0	\$ 0
E06	Dual-bin transport truck	Hour	5,000	\$ 0	\$ 0
E07	Pressure Washer	Hour	50	\$ 0	\$ 0
E08	Vacuum Truck (110-130-barrel capacity), (Refer to Exhibit A, Section 9)	Hour	1,413	\$ 0	\$ 0
E09	Vacuum Truck (10-100-barrel capacity), (Refer to Exhibit A, Section 9)	Hour	1,413	\$ 0	\$ 0
E10	Positive Displacement Unit truck (i.e., Vector truck—see Exhibit A, Section 9)	Hour	1,413	\$ 0	\$ 0
E11	Positive Displacement Unit truck (i.e., Vector truck—see Exhibit A, Section 9)	Hour	1,413	\$ 0	\$ 0
Subtotal B:					\$ 0
A+B Subtotal Page 1:					\$ 1,609,000.00

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost (cost is per unit of measure)	Total Amount (D x E)
C. Disposal Costs (The unit cost shall be the cost to legally dispose the line item. For example, the cost of disposal for one (1) fifty-five (55) gallon drum or one (1) tri-wall box)					
D01	Paint Chips and/or Absorbent Containing Lead	55 gallons (gal)	50	\$ 150.00	\$ 7500.00
D02	HEPA Filters containing LEAD	Tri-wall Box	10	\$ 200.00	\$ 2000.00
D03	Gasoline/Diesel Liquid	55 gal	30	\$ 200.00	\$ 6000.00
D04	Acetone Thinner Liquid	55 gal	30	\$ 300.00	\$ 9000.00
D05	Waste Paint Related Material-Hazard Class 3	55 gal	30	\$ 400.00	\$ 12000.00
D06	Waste Paint Related Material-Hazard Class 3-Lab Pack	Tri-wall Box	6	\$ 400.00	\$ 2400.00
D07	Absorbent w/gas-diesel-emulsion	55 gal	30	\$ 150.00	\$ 4500.00
D08	Absorbent w/gas	55 gal	200	\$ 150.00	\$ 30000.00
D09	Corrosive Liquids	55 gal	15	\$ 150.00	\$ 2250.00
D10	Toxic Solids (Organic/Inorganic 6.1)	55 gal	40	\$ 250.00	\$ 10000.00
D11	Flammable/Toxic Liquids (3, 6.1)	55 gal	20	\$ 250.00	\$ 5000.00
D12	Flammable/Toxic Solids (4.1, 6.1)	55 gal	20	\$ 250.00	\$ 5000.00
D13	Flammable Solids-Fuses	55 gal	30	\$ 700.00	\$ 21000.00
D14	Flammable Solids-Fuses	5 gal	10	\$ 500.00	\$ 5000.00
D15	Toxic Liquid (Organic/Inorganic 6.1)	55 gal	10	\$ 250.00	\$ 2500.00
D16	Oily Water	55 gal	30	\$ 150.00	\$ 4500.00
D17	Waste Diesel and Diesel with Emulsion	55 gal	100	\$ 150.00	\$ 15000.00
D18	Waste Oil including Hydraulic and Motor Oil	55 gal	60	\$ 150.00	\$ 9000.00
D19	Latex Paint and/or Slop Water with Latex Paint	55 gal	200	\$ 150.00	\$ 30000.00
D20	Waste Latex Paint-Lab Pack	Tri-wall Box	3	\$ 150.00	\$ 450.00
D21	Absorbent & Debris w/ Diesel and/or Oil	55 gal	200	\$ 150.00	\$ 30000.00
D22	Grease	55 gal	5	\$ 150.00	\$ 750.00
D23	Gas Cylinders-Propane	5 gal	100	\$ 0	\$ 0
D24	Aerosol Cans	55 gal	20	\$ 275.00	\$ 5500.00
D25	Fluorescent Light Tubes including 2' -3' -4' -6' -8'	Per Pound	4,000	\$ 1.00	\$ 4000.00
D26	Mercury Vapors	Per pound	500	\$ 10.00	\$ 5000.00
D27	High-Pressure Sodium Bulb	Per pound	500	\$ 10.00	\$ 5000.00
Subtotal Section C:					\$ 233350.00

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost (cost is per unit of measure)	Total Amount (D x E)
D28	Metal Halide Lamps	Per Pound	100	\$ 10.00	\$ 1000.00
D29	Sealed Lead Acid Batteries	Each	50	\$ 10.00	\$ 500.00
D30	Compact Fluorescent	Per Pound	4,000	\$ 1.00	\$ 4000.00
D31	Medical Waste—Sharps QT.	Each	50	\$ 50.00	\$ 2500.00
D32	Medical Waste—Sharps Gal.	Each	100	\$ 70.00	\$ 7000.00
D33	Medical Waste—Sharps 55 gallon	Each	50	\$ 100.00	\$ 5000.00
D34	Treated Waste Wood (bin)	Ton	600	\$ 100.00	\$ 60000.00
D35	Tires (bin)	Ton	688	\$ 200.00	\$ 137600.00
D36	Onsite Analytical Lab Tests	Each	20	\$ 50.00	\$ 1000.00
D37	Offsite Analytical Lab Tests	Each	50	\$ 50.00	\$ 2500.00
D38	Car Batteries	Each	100	\$ 5.00	\$ 500.00
D39	Nickel Cadmium Batteries	Each	200	\$ 5.00	\$ 1000.00
D40	E-Waste/L.E.D.s	Tri-Wall Box	20	\$ 100.00	\$ 2000.00
D41	E-Waste/L.E.D.s	30 gal	20	\$ 100.00	\$ 2000.00
D42	Ballast	Tri-Wall Box	20	\$ 100.00	\$ 2000.00
D43	Wash rack sediment/sludge	55 gal	300	\$ 175.00	\$ 52500.00
D44	Non-RCRA waste	55 gal	100	\$ 150.00	\$ 15000.00
D45	Non-RCRA bulk liquid	gallon	150,000	\$ 1.25	\$ 187500.00
D46	Biological waste-Urine, feces, blood, tissue/absorbent	55 gal	10	\$ 100.00	\$ 1000.00
D47	Lithium batteries	5 gal	40	\$ 100.00	\$ 4000.00
D48	Fire extinguishers	Each	100	\$ 10.00	\$ 1000.00
D49	Batteries - dry cell and alkaline	5 gal	60	\$ 150.00	\$ 9000.00
D50	20 Cubic yard soil bin (hazard class 9)	Each	1	\$ 1500.00	\$ 1500.00
D51	Spent oil filters	55 gal	10	\$ 150.00	\$ 1500.00
D52	Anti-freeze absorbent	55 gal	10	\$ 150.00	\$ 1500.00
D53	Anti-freeze liquid	1 gal	100	\$ 100.00	\$ 10000.00
D54	Miscellaneous Hazard Class 2 (gases)	Each	2	\$ 350.00	\$ 700.00
D55	Miscellaneous Hazard Class 5 (oxidizer)	55 gal	2	\$ 350.00	\$ 700.00
D56	Miscellaneous Hazard Class 8 (corrosive)	55 gal	5	\$ 350.00	\$ 1750.00
D57	Miscellaneous Hazard Class 9 (Misc.)	55 gal	5	\$ 300.00	\$ 1500.00
D58	Electronic E waste	Triwall box	100	\$ 75.00	\$ 7500.00
D59	Thermo plastic paint/Asphalt grindings	Triwall box	1	\$ 500.00	\$ 500.00
D60	Raised pavement marker/Bituminous	Triwall box	1	\$ 500.00	\$ 500.00
D61	Empty drums (containing less than 10% product)	Each	50	\$ 100.00	\$ 5000.00
Subtotal Section C:					\$ 531250.00

D. Materials Rates for materials shall include all labels, manifests, creation of profiles for waste streams, packing absorbents, drum liners, testing materials and purchase, pick up, delivery and loading into truck (for all empty drums)

M01	Metal open top drum, 55 gallons (new or reconditioned)	Each	600	\$ 60.00	\$ 36000.00
M02	Metal drum 85 gallons overpack (pick up)	Each	20	\$ 100.00	\$ 2000.00
M03	Tri-wall containers	Each	40	\$ 50.00	\$ 2000.00
M04	Poly drums, 5 gallons	Each	200	\$ 10.00	\$ 2000.00
M05	Poly drums, 30 gallons	Each	20	\$ 60.00	\$ 1200.00
M06	Poly drums, 55 gallons	Each	50	\$ 60.00	\$ 3000.00
M07	FDA Cleared 1 Quart Sharps Containers (mail back)	Each	100	\$ 50.00	\$ 5000.00
M08	FDA Cleared 1 Gallon Sharps Containers (mail back)	Each	100	\$ 70.00	\$ 7000.00
Subtotal Section D:					\$ 58200.00

E. Bins

For amount in Column E, Unit Cost, list the **per bin cost**. Multiply the # of bins in Column C by # of months in Column D times the per bin cost in E to determine the Total Amount in Column F. Example: 20 bins per month for 36 months times the cost per bin. (20 x 36 x cost per bin = Total Amount for the bins)

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (per bin cost)	Total Amount (C x D x E)
Example	40 Cubic Yard Bins (with Hard Retractable Covers)	20 bins (per month)	36	\$100.00	\$72,000.00
B1	20 Cubic Yard Bins (with Hard Retractable Covers)	24 bins (per month)	36	\$ 300.00	\$ 259200.00
Subtotal Section E:					\$ 259200.00

F. Per Diem

F1	Per Diem-Lodging and meal only, if approved by Caltrans Contract Manager*	Actual Cost to be Reimbursed:	\$6,000.00
*Contractor will be reimbursed for the actual costs as noted in F1 (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs. (1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. (2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. (3) All line items must include a bid price.		Total Cost (A+B+C+D+ E+F Subtotals):	\$ 2697000.00

Attachment 2
District 03 Maintenance Facilities

Facility Name	Street address	City	Bin Size (Cu YD)	Number of Bins	Type of Waste Stored in Bin (Treated Wood Waste (TWW) or Tire)	Wash Rack Sump with Confined Space
Auburn	1050 Grass Valley Hwy.	Auburn	20	2	1TWW/1Tire	
Chico	2535 Notre Dame Blvd.	Chico	20	2	1TWW/1Tire	
Colusa	1401 Will S Green Ave.	Colusa	20	2	1TWW/1Tire	
Elk grove	9087 Elkmont Way	Elk grove	20	3	1TWW/2Tire	
Esparto	1740 Yolo St.	Esparto	20	2	1TWW/1Tire	
Kingvale	51121 Donner Pass Rd.	Soda springs	20	2	1TWW/1Tire	
Marysville	1001 N. Beale Rd.	Marysville	20	2	1TWW/1Tire	
Nevada City	10057 Gold Flat Rd.	Nevada City	20	2	1TWW/1Tire	
Woodland	624 N. East St.	Woodland	20	2	2 Tire	
Whitmore	I-80 4 miles east of Baxter	Alta	20	2	1TWW/1Tire	
Northgate	3940 Rosin Ct.	Sacramento	20	3	1TWW/2Tire	
Willows	939 Humboldt Ave.	Willows	20	2	1TWW/1Tire	
Spec. Crews	1403 Furneaux Rd.	Olivehurst	20	2	2 TWW	X
West Sacramento	1040 South River Rd.	West Sacramento	20	4	2TWW/2Tire	
Sunrise	1135 Sanders Dr.	Rancho Cordova	20	2	1TWW/1Tire	
Placerville	3065 Blairs Ln.	Placerville	20	2	1TWW/1Tire	
Roseville	1000 Atlantic St.	Roseville	20	1	Tire	
Truckee	10152 Keiser Ave.	Truckee	20	1	Tire	
Sierraville	241 Lincoln St.	Sierraville	20	1	Wood	

Attachment 2
District 03 Maintenance Facilities

Facility Name	Street address	City	Bin Size (Cu YD)	Number of Bins	Type of Waste Stored in Bin (Treated Wood Waste (TWW) or Tire)	Wash Rack Sump with Confined Space
Downieville	Hwy 49 2mi North of Downieville	Downieville	N/A	N/A	N/A	
South Lake Tahoe	2243 Cornelian Dr.	South Lake Tahoe	N/A	N/A	N/A	
Kyburz	13561 Hwy 50	Kyburz	N/A	N/A	N/A	
Tahoe City	Hwy 89 1/2mi North of Tahoe City	Tahoe City	N/A	N/A	N/A	
Sunrise Bridge Crew	2809 B St.	Sacramento	N/A	N/A	N/A	
District Tree Crew	312 East 12 th St.	Marysville	N/A	N/A	N/A	
Total Number of Bins				39		

Attachment 3
Sample Service Request

Service Request Number:	Date Issued:	Contract Manager:	Contractor: TBD
Service Request Performance Period: No Service Request shall extend beyond the expiration date of the Agreement. Work under this Service Request shall begin on _____ and terminate on _____.			
Description of Services (include the scope of services needed for this Service Request, expected results, and deliverables). All work herein shall be in accordance with Exhibit A, Scope of Work , of the Agreement. ☐ Generated Waste Removal/Disposal ☐ Sump Cleaning ☐ Bin Pick-Up ☐ Other (describe)			
Service Location(s):			
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Location:	Pick Up Date:	Location:	Pick Up Date:
Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the Service Request, or if any work not on the original Service Request is requested, additional written authorization shall be obtained from Contract Manager. Caltrans will pay only for work requested and authorized in writing by Contract Manager (see Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment). Costs: Contractor will be paid in accordance with Exhibit A, Scope of Work, Service Requests; Exhibit B, Budget Detail and Payment Provisions, Section 1, Invoicing and Payment ; and the Rates shown on Contractor's Bid Proposal.			
APPROVAL SIGNATURES:			
I certify that this Service Request complies with the provisions of Agreement Number 03A3589 and are necessary for the satisfactory completion of the product(s) contracted for, and sufficient funding has been encumbered to pay for this work. _____ Contract Manager's Signature			
IN WITNESS WHERE OF, this Service Request has been executed under the provisions of Agreement Number 03A3589 between the State of California, Department of Transportation, and Dillard Trucking, Inc. dba, Dillard Environmental Services by signature below, the parties hereto agree that all terms and conditions of this Service Request Number TBD and Agreement Number 03A3589 shall be in full force and effect.			
_____ Contract Manager's Signature		_____ Contractor's Signature	

CONFINED SPACE ENTRY CHECKLIST

HS-0040 (REV. 5/2013)

**FORM FOR ONE SHIFT ONLY. NEW FORM MUST
BE COMPLETED FOR EACH SUBSEQUENT SHIFT.***This form must be readily available at the confined space while the work is in progress. After work is completed, give to your supervisor for retention.*

DESCRIBE WORK TO BE DONE

DATE	TIME	FROM	TO	☐ Pumping Plant	☐ Culvert
LOCATION OF CONFINED SPACE				☐ Bridge Cell	☐ Other
LOCATION OF WORK WITHIN CONFINED SPACE (DRAW SKETCH BELOW, ESTIMATE AND SHOW DISTANCE AND DIRECTION FROM WORK ACCESS)					

NOTE: If more space is needed use back of form.

CHECKLIST BELOW MUST BE COMPLETED BEFORE ENTRY

NOTE: THE RESPONSIBLE PERSON IN CHARGE INITIALS ITEMS 1-4 AND 6-8. ENTER SPACE ONLY AFTER THE PROCEDURES LISTED BELOW HAVE BEEN COMPLETED.

INITIAL

- Review *Code of Safe Practices* for entry and work in confined spaces.
- Review emergency/rescue procedures and list contact information. _____
- Notify nearest Traffic Management Center or Responsible Person and list contact information. _____
- Complete at least 2 tests of atmospheric conditions in the confined space using a four gas meter. Additional testing may be necessary depending on the depth and configuration of the space.
- Testing of atmosphere conditions -- pre-entry

SIGNATURE OF TESTER	TIME	LOCATION OF SAMPLED AIR	METER READING				
			OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER
PRINT NAME							
SIGNATURE							

NOTE: If more lines are needed use back of form.

- Suitable lighting provided in work area.
- Effective means of providing continuous communication between the attendant and entrants.
- Assure that atmosphere will be tested during work within confined space. NOTE: If atmosphere becomes hazardous, all workers shall STOP WORK and LEAVE CONFINED SPACE IMMEDIATELY - DO NOT RE-ENTER; contact Responsible Person in Charge.

AUTHORIZED PERSONS

	PRINT NAME	INITIAL	PRINT NAME	INITIAL
RESPONSIBLE PERSON IN CHARGE				
ATTENDANT				
ALTERNATE ATTENDANT				
ENTRANTS				

I have determined that the above procedures have been completed and it is safe to enter and work in this confined space.

RESPONSIBLE PERSON IN CHARGE SIGNATURE	DATE
--	------

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONFINED SPACE ENTRY CHECKLIST

HS-0040 (REV. 5/2013)

LOCATION OF WORK WITHIN CONFINED SPACE (DRAW SKETCH BELOW, ESTIMATE AND SHOW DISTANCE AND DIRECTION FROM WORK ACCESS)(CONTINUED)

Note: any new hazards or changes that need to be added to the confined space index

☐ Form sent to Safety Officer for change to the index.

TESTING OF ATMOSPHERE CONDITIONS -- PRE ENTRY (CONTINUED)

TIME	LOCATION OF SAMPLED AIR	METER READING				
		OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER

FOR ONGOING TESTING DURING OCCUPATION OF ENCLOSED SPACE

TESTING OF ATMOSPHERE CONDITIONS -- POST ENTRY

TIME	LOCATION OF SAMPLED AIR	METER READING				
		OXYGEN (%)	COMBUSTIBLES (%Lower Explosive Limit - LEL)	CARBON MONOXIDE	HYDROGEN SULFIDE	OTHER

ACCEPTABLE ENTRY CONDITIONS (atmospheric):

oxygen level 19.5% - 23.5%

Combustible Gas / Vapor < 10% LEL

Carbon Monoxide < 25 ppm

Hydrogen Sulfide < 10 ppm