

**CONTRACT TO ADMINISTER THE BACK 2 WORK PROGRAM  
IN [SELECTED COUNTIES]  
BY AND BETWEEN  
BUTTE COUNTY OFFICE OF EDUCATION  
AND  
[SUB-CONTRACTOR]**

This Contract to Administer the Back 2 Work Program (“Contract”) is made as of [Month Day], 2023, between the **Butte County Office of Education** (“BCOE”) and [Name of Sub-Contractor], (“SUB-CONTRACTOR”). The BCOE and SUB-CONTRACTOR may be collectively referred to as the “Parties.”

1. **TERM OF CONTRACT**

The term of this Contract shall begin on July \_\_, 2023, and end on June 30, 2024.

2. **SUB-CONTRACTOR SERVICES**

SUB-CONTRACTOR shall provide for the administration of [Number of] Work Crews for the BCOE Back 2 Work Program (“Program”) in [Selected Counties] as more specifically described in the attached Exhibit “A” (“Services”).

SUB-CONTRACTOR agrees to complete and deliver the Services to the satisfaction of BCOE in compliance with the specifications, terms and conditions in this Contract and in the Cooperative Agreement between the BCOE and the California Department of Transportation (“CALTRANS”), numbered \_\_\_\_\_, incorporated herein by reference and attached as Exhibit “B”.

3. **PAYMENT PROVISIONS**

a. For Services rendered to the satisfaction of BCOE, and upon BCOE approval of invoices submitted by SUB-CONTRACTOR in accordance with the provisions below, BCOE agrees to reimburse SUB-CONTRACTOR on a monthly basis, in arrears, for actual allowable costs incurred, as specified herein and in accordance with the rates specified in the attached Exhibit “C”.

b. The BCOE will only reimburse the SUB-CONTRACTOR for the cost of Services actually rendered and as authorized by the BCOE up to the maximum total payment available. The maximum total payment available to SUB-CONTRACTOR for the duration of this Contract is [\$\_\_\_\_\_ .00.]. SUB-CONTRACTOR

understands and agrees that the maximum total payment amount is provided as an estimate. SUB-CONTRACTOR agrees that if funding from the State of California for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, BCOE shall have the option to terminate this Contract immediately with no liability occurring to BCOE, or offer a Contract amendment to SUB-CONTRACTOR to reflect the reduced amount. The BCOE shall provide written notice to SUB-CONTRACTOR upon learning that State of California funding will be so reduced or deleted.

- c. SUB-CONTRACTOR, on a monthly basis, shall provide BCOE with the following, completed documents, attached hereto as Exhibit "D", with a monthly invoice of Services rendered:
  - i. BCOE Cover Invoice
  - ii. CALTRANS Monthly Crew Summary
  - iii. CALTRANS Work Crew Program Register of Participation
  - iv. CALTRANS Work Crew Program Weekly Time Record
  - v. CALTRANS Work Crew Program Weekly Bag Count
  - vi. CALTRANS Monthly Expense Report
- ci. SUB-CONTRACTOR shall submit a monthly invoice of Services rendered, in arrears, to BCOE, no later than 15 days following the last day of the month during which Services were rendered. Invoice shall be submitted electronically to: [b2w@bcoe.org](mailto:b2w@bcoe.org) Incomplete or disputed invoices shall be returned to SUB-CONTRACTOR unpaid and for correction.
- cii. BCOE shall not be liable to SUB-CONTRACTOR for any costs or expenses paid or incurred by SUB-CONTRACTOR in performing Services, other than as expressly provided in the Contract. SUB-CONTRACTOR agrees that BCOE only be obligated to pay under this Contract to the extent that funds are received from the State of California.

4. **ALLOWABLE COSTS**

- a. The method of payment for this Contract will be based on the agreed upon daily rate per work crew and budget submitted in SUB-CONTRACTOR's proposal for actual allowable costs. BCOE will reimburse SUB-CONTRACTOR for expended actual

allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the SUB-CONTRACTOR has an approved indirect cost allocation plan) and contracted consultant services costs incurred by SUB-CONTRACTOR in performance of the Services, not to exceed the maximum total payment available set forth in Section 3(b), above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Exhibit "C" without prior written agreement between BCOE and SUB-CONTRACTOR.

- b. Reimbursement of SUB-CONTRACTOR expenditures will be authorized only for those allowable costs actually incurred by SUB-CONTRACTOR in the performance of the Services. SUB-CONTRACTOR must not only have incurred the expenditures on or after the effective date of this Contract and before the termination date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to SUB-CONTRACTOR, or its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

5. **COST PRINCIPLES**

- a. SUB-CONTRACTOR shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. SUB-CONTRACTOR agrees, and will require that their contractors, subcontractors, and other sub-recipients will be obligated to agree, that 48 CFR, Part 31, Contract Cost Principles and Procedures and 2 CFR, Part 200 shall be used to determine the permissibility of individual cost items of Services rendered for the Program, and shall comply with federal administrative procedures set forth in 2 CFR, Part 200.
- c. Any costs for which SUB-CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by SUB-CONTRACTOR to BCOE. Should SUB-

CONTRACTOR fail to reimburse moneys due BCOE within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, BCOE is authorized to intercept and withhold future payments due SUB-CONTRACTOR from BCOE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.

- d. SUB-CONTRACTOR agrees to include Services rendered for the Program in the schedule of projects to be examined in SUB-CONTRACTOR's annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR, Part 200, if applicable.
- e. Prior to SUB-CONTRACTOR seeking reimbursement of indirect costs, SUB-CONTRACTOR must: prepare an indirect cost rate proposal and a central service costs allocation plan (if any); or request the use of the de minimis rate, or request an extension of a negotiated indirect rate, in compliance with 2 CFR Part 200, Cost Principles for State, Local and Indian Tribal Governments, and Chapter 5 of the Local Assistance Program Procedures Manual which may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with, CALTRANS Audits and Investigations requirements which may be accessed at: <https://ig.dot.ca.gov/audits>
- f. SUB-CONTRACTOR agrees and shall require that all of its agreements with consultants and third parties contain provisions requiring adherence to this Article in its entirety, except for section (d) above.

## 6. **EQUIPMENT PURCHASE**

- a. Prior authorization in writing by the CALTRANS Contract Manager and BCOE Program Manager shall be required before SUB-CONTRACTOR enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. SUB-CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered under Exhibit "A" and exceeding \$500.00, three competitive quotations must be submitted with

the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the CALTRANS Contract Manager and BCOE Program Manager.

- c. Any equipment purchased as a result of this Contract is subject to the following: SUB-CONTRACTOR shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established CALTRANS procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to BCOE and CALTRANS upon request by BCOE and/or CALTRANS.
- d. At the conclusion of the Contract, or if the Contract is terminated, SUB-CONTRACTOR may either keep the equipment and credit CALTRANS in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established CALTRANS procedures and credit CALTRANS in an amount equal to the sales price. If SUB-CONTRACTOR elects to keep the equipment, fair market value shall be determined, at SUB-CONTRACTOR expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CALTRANS and SUB-CONTRACTOR. If SUB-CONTRACTOR is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CALTRANS.
- e. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Program.
- f. Any agreement entered into as a result of this Contract shall contain all of the provisions of this Article.

7. **MONTHLY AND FINAL REPORTS**

- a. SUB-CONTRACTOR shall submit written progress reports, on a monthly basis with its invoice, to allow the BCOE Program Manager to determine if SUB-CONTRACTOR is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. SUB-CONTRACTOR shall provide in its monthly progress reports, and upon request of BCOE or CALTRANS, data pertaining to Services rendered, including but not limited to:
  - i. Name, address, contact information, and demographics for each participant in the Program
  - ii. Employment obtained by participants in the Program (place of employment and wage)
  - iii. Reasons for each participant leaving the Program
  - iv. Recidivism or returning to custody (For justice-involved sites)
- c. SUB-CONTRACTOR may be required to use a BCOE-provided database for all data pertaining to this program.
- d. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of any and all contracts and subcontracts relating to the preparation of the documents or reports.
- e. SUB-CONTRACTOR will provide one (1) electronic version of a final written report to the BCOE Contract Manager at the end of the Contract term.

8. **DRUG FREE WORKPLACE**

By signing this Contract, SUB-CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that SUB-CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture,

distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace,
  - ii. the person's or organization's policy of maintaining a Drug-Free workplace,
  - iii. any available counseling, rehabilitation, and employee assistance programs, and
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code section 8355(c), that every employee who provides the Services pursuant to this Contract :
  - i. will receive a copy of the SUB-CONTRACTOR's Drug-Free policy statement, and
  - ii. will agree to abide by the terms of the SUB-CONTRACTORs statement as a condition of providing the Services under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under this Contract or termination of this Contract or both, and SUB-CONTRACTOR may be ineligible for the award of any future state or BCOE contracts if CALTRANS determines that any of the following has occurred: (1) SUB-CONTRACTOR has made a false certification, or (2) SUB-CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

9. **USE OF OFFICE SPACE**

SUB-CONTRACTOR will allow BCOE to utilize office space at SUB-CONTRACTOR [Common Name of Office Building or Location], located at [Address, City, State, Zip], three (3) business days per week, during regular business hours, and as to not

unreasonably interfere with the operations of SUB-CONTRACTOR, in order to perform work necessary and related to the Program.

**10. INSURANCE**

- a. Comprehensive Auto and General Liability: During the term of the Contract, SUB-CONTRACTOR shall maintain comprehensive auto insurance of no less than two million dollars (\$2,000,000) single limit per occurrence, issued by an admitted insurer or insurers and defined by the California Insurance Code.
- b. Additionally, SUB-CONTRACTOR shall maintain general liability insurance of no less than two million (\$2,000,000) single limit per occurrence, issued by an admitted insurer or insurers with no less than an A Standard and Poor's credit rating.
- c. The Butte County of Education, California Department of Transportation, State of California, and their respective officers, employees, and agents are to be named as additional insured under the policy. Proof of coverage shall be provided to the BCOE on or before the effective date of the Contract.
- d. During the term of the Contract, SUB-CONTRACTOR shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability SUB-CONTRACTOR may have for Workers' Compensation.

**11. INDEMNIFICATION AND HOLD HARMLESS**

The SUB-CONTRACTOR shall hold harmless, defend, and indemnify the Butte County Office of Education, the California Department of Transportation, the State of California, and each and all of their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education, from any and all claims, demands and/or losses which may be made by reason of:

- a. Any injury to person or property sustained by the SUB-CONTRACTOR or by a person, firm, or corporation employed directly or indirectly by him or her, in connection with his or her performance under the Contract.



- b. Any injury to person or property sustained by any person, firm, or corporation caused by act, neglect, default, or omission by the SUB-CONTRACTOR or of any person, firm, or corporation directly or indirectly employed by him in connection with his performance under the Contract.
  - i. The SUB-CONTRACTOR, at its own risk and expense, shall defend any legal proceeding or claim that may be brought against the Butte County Office of Education, California Department of Transportation, the State of California, and each and all of their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education. The SUB-CONTRACTOR will also satisfy any settlement or judgment that may be rendered against the Butte County Office of Education, California Department of Transportation, State of California, and each and all of their respective officers or employees for injuries or damages sustained in connection with its performance under the Contract.
  - ii. The indemnity provisions of this section shall not apply to any claim, demand, proceeding, settlement or suit arising or resulting from the gross negligence or willful misconduct of Butte County Office of Education, California Department of Transportation, State of California, and their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education.

**12. LIMITATION OF BCOE LIABILITY**

Other than as provided in this Contract, BCOE's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.

**13. NONDISCRIMINATION CLAUSE (2 CCR 11105 Clause b)**

- a. During the performance of this Contract, SUB-CONTRACTOR, and its Subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. SUB-CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. SUB-CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.
- c. SUB-CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.
- d. SUB-CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The SUB-CONTRACTOR shall include the nondiscrimination provisions in all subcontracts to perform work under this Contract.

**14. AMERICANS WITH DISABILITIES ACT**

By signing this Contract, SUB-CONTRACTOR assures BCOE that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 *et seq.*)

**15. PERMITS AND LICENSES**

SUB-CONTRACTOR and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or Services listed herein. All operations and materials shall be in accordance with the requirements of California law.

**16. FEDERAL OR STATE REGULATIONS**

SUB-CONTRACTOR shall perform the Services under this Contract in accordance with all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State of California now in effect or which shall be in effect during the period of this Contract.

**17. IRAN CONTRACTING ACT**

SUB-CONTRACTOR must complete and submit to BCOE the Iran Contracting Act Certification certifying that it is not on the most current Department of General Services (DGS) list to Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 ([https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran\\_Contracting\\_Act\\_Verification\\_Form.pdf](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf)), before this Contract is executed, unless the Contractor is exempted from the certification requirement by Public Contract Code section 2205(c) or (d). If claiming an exemption, the SUB-CONTRACTOR shall provide written evidence that supports the exemption under Public Contract Code section 2203(c) or (d) before execution of this Contract.

**18. RECORDS RETENTION**

- a. SUB-CONTRACTOR, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and

segregate incurred Program costs and matching funds by line item for the Services. The accounting system of SUB-CONTRACTOR, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of SUB-CONTRACTOR, its contractors and subcontractors connected with performance under this Contract shall be maintained for a minimum of three years from the date of final payment to SUB-CONTRACTOR and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by SUB-CONTRACTOR, its contractors, and its subcontractors upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this Contract, CALTRANS will rely to the maximum extent possible on any prior audit of SUB-CONTRACTOR pursuant to the provisions of federal and State of California law. In the absence of such an audit, any acceptable audit work performed by SUB-CONTRACTOR's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of SUB-CONTRACTOR's contracts with third parties pursuant to Government Code section 8546.7, SUB-CONTRACTOR, SUB-CONTRACTOR's contractors and subcontractors and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the duration of this Contract and for three years from the date of final payment to SUB-CONTRACTOR under this Contract. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and

documents that are pertinent to this Contract for audits, examinations, excerpts, and transactions, and SUB-CONTRACTOR shall furnish copies thereof if requested.

- c. SUB-CONTRACTOR, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this Contract.

19. **STATE OWNED DATA**

- a. SUB-CONTRACTOR agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - i. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - ii. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - iii. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - iv. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State of California, and limit use of State of California information assets for State of California purposes only.
  - v. Install and maintain current anti-virus software, security patches,

and upgrades on all computing devices used during the course of the Contract.

- vi. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - vii. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State of California purposes under this Contract.
  - c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) section 5335.1.

**20. INDEPENDENT CONTRACTOR**

In performance of the Services, duties and obligations assumed by the SUB-CONTRACTOR, it is mutually understood and agreed that the SUB-CONTRACTOR, including any and all of the SUB-CONTRACTOR's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of BCOE.

SUB-CONTRACTOR agrees that, for any and all persons performing any Services and/or work contemplated by this Contract and/or related or incidental hereto, that are employees of the SUB-CONTRACTOR, SUB-CONTRACTOR shall withhold federal and state income taxes as well as the required employee social security contribution of each said persons. SUB-CONTRACTOR shall comply with all regulations regarding employees, and SUB-CONTRACTOR shall

pay and/or contribute its required share as the employer of said persons.

SUB-CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of BCOE, nor are any of the persons employed by the SUB-CONTRACTOR to be so construed.

**21. EMPLOYMENT WITH PUBLIC AGENCY**

SUB-CONTRACTOR, if an employee of another public agency, agrees that SUB-CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Contract.

**22. ASSIGNMENT**

SUB-CONTRACTOR may not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations under this Contract without the prior written consent of the BCOE.

**23. CHANGES IN TERMS/AMENDMENT**

This Contract may only be amended or modified by written agreement, signed by the Parties.

**24. NOTICE**

Unless otherwise indicated in this Contract, any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**Butte County Office of Education**  
Back 2 Work  
Attention: Keith Lane, Contract Manager  
2015 J Street, Suite 205  
Sacramento, CA 95811

**[Name of Sub-Contractor]**  
Attention: [Name, Title]  
[Address 1]  
[Address 2]  
[City, State Zip]

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

25. **FORCE MAJEURE**

The Parties to the Contract shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, natural disaster, strike, loss, accident, or any other cause beyond the control of the Parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the SUB-CONTRACTOR.

26. **TERMINATION**

This Contract may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUB-CONTRACTOR will include all authorized, non-cancelable obligations and prior costs incurred.

27. **ENTIRE CONTRACT**

This Contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this Contract will not be valid or binding on the Parties. Any modification to the terms of this Contract must be made in writing and signed by the Parties. Services shall not be rendered until this Contract is approved by the Butte County Superintendent of Schools.

28. **ATTORNEYS' FEES**

The prevailing party, as defined by California law, shall be entitled to any and all attorneys' fees and costs related to any disputes arising under this Contract, and the attorneys' fees and cost relating to the resolution of such disputes whether or not any such dispute proceeds to final judgment.

29. **APPLICABLE LAW**

This Contract is made and entered into in the State of California and shall in all respects be interpreted and enforced under California law. The Parties agree that venue for any legal proceedings hereunder will be in Butte County, California.

30. **WAIVER**

The waiver by either party of any breach of any term, covenant, or condition



herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**31. SEVERABILITY**

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**32. COUNTERPARTS**

This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**33. SIGNATURES**

By affixing its signature to this Contract, each party warrants and represents that each has the authority to enter into this Contract and to perform all obligations under the Contract, and further that signatory of this Contract is authorized to legally bind the party.

Butte County Office Education

SUB-CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from the successful Proposer pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

Proper Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Butte County Office of Education** ("BCOE") and \_\_\_\_\_ ("Vendor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Vendor.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Proper Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[END OF DOCUMENT]

**EXHIBIT A**  
**SCOPE OF WORK**

**GENERAL TERMS AND CONDITIONS**

It is specifically understood and agreed that SUB-CONTRACTOR shall administer a transitional employment program for underserved and underrepresented adults in the Program by carrying out duties and responsibilities in strict conformance with the terms and conditions required by the CALTRANS under the Agreement with BCOE (Exhibit B) and as set forth below.

SUB-CONTRACTOR shall provide mission-critical litter and debris removal and related services for the CALTRANS Division of Maintenance. The SUB-CONTRACTOR shall be responsible for providing [number of] work crews per day. Each work crew shall consist of six (6) to eight (8) crew members each day unless uncontrollable situations dictate smaller crew sizes for safety or labor shortage reasons. Each work crew shall have one (1) crew supervisor. SUB-CONTRACTOR acknowledges that the needs of the Program may change, and Contracts may be amended to increase or decrease the number of needed work crews and/or working days.

1. Work crews are expected to work an eight (8) hour day, five (5) days per week, Monday through Sunday, excluding State of California holidays. Work days and hours are set by CALTRANS according to need. Typical work hours are Monday through Friday, between the hours of 6:30 a.m.–3:00 p.m., with a thirty (30) minute lunch break. Work hours may vary by location and are subject to change based on the needs of CALTRANS. SUB-CONTRACTOR may be required to provide services outside of the expected working hours, including alternative work hours or on weekends and holidays, to complete urgent or emergency services, as determined by the CALTRANS Contract Manager or designee.
2. The CALTRANS Contract Manager designee, usually a CALTRANS Maintenance Supervisor shall inform the designated representative of SUB-CONTRACTOR as to the specific location and scope of the work to be performed. The CALTRANS Maintenance Supervisor, BCOE, and SUB-CONTRACTOR shall agree upon a schedule to complete the work to be performed. The work shall be performed on CALTRANS right-of-way within a 60-mile radius of the work crew staging area.
3. SUB-CONTRACTOR will not work within the CALTRANS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SUB-CONTRACTOR at no cost to SUB-CONTRACTOR. SUB-CONTRACTOR shall ensure that it has an encroachment permit in its possession prior to the start of any work within CALTRANS' right-of-way.
4. SUB-CONTRACTOR shall be solely responsible for the supervision and care of the work crew(s) assigned to work on CALTRANS right-of-way.

5. SUB-CONTRACTOR shall be solely responsible for issuing the pay to work crew members, workers' compensation, and any other benefits required by State of California law. SUB-CONTRACTOR and crew members shall not be considered employees of CALTRANS or BCOE at any time.
6. SUB-CONTRACTOR crew Supervisors shall possess a valid, current California driver's license of appropriate class and shall operate vans for the towing of portable toilets/work trailers.
7. SUB-CONTRACTOR shall report to the BCOE Program Manager or designee any inappropriate behavior on the part of crew members or any personal injury or property damage arising out of work performed under this Contract.
8. Upon notice by the CALTRANS Contract Manager or BCOE Program Manager, SUB-CONTRACTOR shall immediately investigate and report on all incidents involving property damage, theft, or disruptive behavior. SUB-CONTRACTOR shall take appropriate action, including, but not limited to, removal of offending crew member or SUB-CONTRACTOR staff from the job site.
9. At any time, BCOE, the CALTRANS Contract Manager or CALTRANS Supervisor may request removal of any work crew member, or supervisor from the job site for inappropriate conduct, and the SUB-CONTRACTOR shall immediately comply with such request.
10. SUB-CONTRACTOR shall provide, on-a-monthly basis, including but not limited to: any invoices, Registration of Participation, Weekly Time Record and Weekly Production record to BCOE. Sub-contractor must also keep a record of costs for review upon request by Contract Manager as stated in Exhibit C.
11. SUB-CONTRACTOR shall establish performance measures as approved by BCOE to ensure litter is removed from the state highway system and shall establish a goal of removing an average of 900 +/- bags of litter per month per crew over the term of the Agreement.

#### **RATES OF REIMBURSEMENT**

1. For the Services rendered to the satisfaction of BCOE, and upon BCOE approval of invoices submitted by SUB-CONTRACTOR in accordance with the provisions of the Contract, BCOE agrees to reimburse SUB-CONTRACTOR on a monthly basis, in arrears, for actual allowable costs incurred, as specified in Exhibit C.

## **EQUIPMENT**

1. SUB-CONTRACTOR shall not permit crew members or any SUB-CONTRACTOR staff to operate complex equipment such as power chain saws, weed eaters with metal blade attachments, power shears, etc.
2. SUB-CONTRACTOR shall supply each work crew a fully functional van with a rotating amber light to transport crew members and work trailer with portable restroom that is in safe operable condition at-all-times and in compliance with the California Motor Vehicle Code
3. Sub-Contractor must supply each work crew with a work trailer with a portable restroom that meets all California Motor Vehicle Codes and Cal/OSHA standards. Minimum requirements for the work trailer with portable restroom are: trailer with mounted flushing toilet and restroom; a toilet installed in a lockable, weatherproof enclosure; a wash basin; fresh water and waste holding tanks; a toolbox or storage area; and a waste storage bin.
4. SUB-CONTRACTOR shall be responsible for appropriate vehicle registration, insurance, and identification. SUB-CONTRACTOR shall be responsible for all vehicle fuel, maintenance, and repair.
5. The van shall have a first aid kit onboard for minor injuries of crew members. The van shall have non-flammable safety flares mounted onboard to use in case of emergencies.
6. SUB-CONTRACTOR shall supply each work crew supervisor and Program manager with a cell phone, which they shall keep on their person at all times, and a hands-free device to ensure the safety of the work crews when simultaneously talking and driving.

## **SAFETY**

1. SUB-CONTRACTOR must provide a work crew supervisor to direct crew operations, safety procedures, and drive the van for transporting the work crew. Dependent on the safety aspects of the work site, CALTRANS personnel do not have to be present at a worksite but shall be in the general geographic area to respond to emergencies. CALTRANS shall give daily pre-job technical instructions and safety information specific to the work location. The SUB-CONTRACTOR agrees to follow applicable safety guidelines within the CALTRANS Safety Manual and any applicable regulation or standard issued by Cal/OSHA.
2. SUB-CONTRACTOR shall submit its Injury and Illness Prevention Program ("IIPP") to the BCOE Program Manager or designee. The Program must conform to Cal/OSHA's

California Code of Regulations (CCR) Title 8, Subchapter 7, General Industry Safety Orders (GISO), §3203, Injury and Illness Prevention Program and address common safety risks encountered in the workplace. The IIPP must also include procedures for complying with the Cal/OSHA heat illness prevention standard.

3. SUB-CONTRACTOR reserves the right to refuse to provide Services on any work site which may be deemed unsafe in good faith. If SUB-CONTRACTOR uses this right, they must submit a written report to BCOE Program Manager or designee detailing why the work was deemed unsafe.
4. Crew supervisor must be available by cell phone during normal work hours for technical instructions and emergencies.
5. In the event that a crew member is injured on the job, the SUB-CONTRACTOR shall be responsible for ensuring that the injured worker receives transportation to a medical facility for appropriate medical care. The SUB-CONTRACTOR shall be responsible for the administration and processing of any and all workers' compensation claims due to any injuries incurred on the job. SUB-CONTRACTOR shall notify BCOE within 24 hours or by the following work day of any injuries sustained while working under this Contract.
6. Upon execution of this Contract, CALTRANS will conduct initial safety training to work crews of SUB-CONTRACTOR and include relative handouts and applicable topics from the CALTRANS Safety Manual, Chapter 8, Protection of Workers and Code of Safe Practices relating to Litter Removal Roadside.
7. SUB-CONTRACTOR shall conduct quarterly safety meetings and provide documentation of such to the CALTRANS Maintenance Supervisor or designee.
8. SUB-CONTRACTOR's work crew supervisor shall conduct daily "tailgate" safety briefings for the work crew that include identifying hazards specific to work locations and any applicable seasonal safety hazards.
9. Daily safety briefings (tailgate meetings) conducted by the SUB-CONTRACTOR's work crew supervisor shall be documented on CALTRANS Form PMS0110 or contractor equivalent. Upon request, copies of daily safety briefings shall be submitted to the CALTRANS Maintenance Supervisor at the location where the work crew is deployed.
10. CALTRANS Maintenance Supervisor or designee shall provide additional oversight, technical safety advice, additional meeting topics, or provide "special focus" daily safety briefings as needed.



11. SUB-CONTRACTOR shall train all work crew members about the hazards of handling and disposing of hypodermic needles per CALTRANS safety protocols.
12. CALTRANS and SUB-CONTRACTOR shall not allow crews to cleanup active homeless encampments. SUB-CONTRACTOR shall remove litter and debris once encampment is deemed safe by the following process:
  - a. Unsheltered Encampment Relocation. LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within CALTRANS right-of way. LOCAL AGENCY shall comply with the processes and procedures set forth in CALTRANS' "Interim Guidance on Encampments", dated July 2021, (Exhibit "B") and as may be amended during the term of this Agreement.
  - b. Abandoned Encampments. If LOCAL AGENCY encounters abandoned homeless encampments at or within CALTRANS right-of-way, LOCAL AGENCY shall comply with the processes and procedures set forth in CALTRANS' "Interim Guidance on Encampments" (Exhibit B), including but not limited to coordination with CALTRANS and the local California Highway Patrol.
  - c. Hazardous Material Clean up. LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to blood borne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this Agreement, LOCAL AGENCY shall immediately contact CALTRANS' District Hazardous Material Manager for appropriate action.
13. Sharps containers must be utilized for disposal of needles and sharp objects. Needles must be picked up with a litter stick and shall never be placed in plastic bags for disposal.
14. SUB-CONTRACTOR shall ensure appropriate clothing and footwear is worn for the work being performed according to all guidelines for Personal Protective Equipment contained in the CALTRANS Safety Manual. Crew members are expected to report to work reasonably dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the work place.
15. The following CALTRANS Approved Personal Protective Equipment (PPE) shall be provide by the SUB-CONTRACTOR:
  - a. Orange Color Safety Hardhat (ANSI Z89.1 1997, Class G OR latest), No

CALTRANS Logo;

- b. Safety glasses (ANSI Z87.1-1989 compliant);
- c. Puncture resistant gloves;
- d. Lime green vests ANSI/ISEA 107-2010 Class II or Class III – latest edition ANSI spec; and
- e. Raingear if needed. Raingear must be ANSI/ISEA 1070-2010 Class III compliant – (latest edition) OR ANSI/ISEA 107-2010 Class III compliant – (latest edition) warning garments must be worn over the raingear. During inclement weather CALTRANS will investigate other work assignments away from roadside.

16. CALTRANS will furnish:

- f. Bags;
- g. Litter sticks;
- h. Hand tools, shovels, hoes, rakes, etc.;
- i. Sharps containers;
- j. Tyvek coveralls if needed; and
- k. Necessary safety cones, warning signs and/or flags.

17. Local CALTRANS Maintenance Supervisor or designee shall determine if worksite conditions require signs, flags, vehicle protection (barrier vehicle), or lane closures. If signage, flags or lane closures are appropriate for conditions, CALTRANS will:

- l. Either provide training to SUB-CONTRACTOR so they may perform sign and flag setup;
- m. Setup signs and flags for SUB-CONTRACTOR
- n. Setup lane closure for SUB-CONTRACTOR;
- o. Request Maintenance Zone Enhanced Enforcement Program (MAZEEP) services, if needed;
- p. Provide a barrier vehicle, if needed.

**PRIORITY WORK TO BE PERFORMED BY CREWS**

Work crews provided by SUB-CONTRACTOR shall perform litter and debris removal. WHEN NO LITTER AND DEBRIS IS PRESENT, CREWS MAY ALSO PERFORM WORK INCLUDING, BUT NOT LIMITED TO:

1. Weed and vegetation control;
2. Trim or remove unwanted, unsightly, dead, overgrown, etc. brush and trees within the right-of-way;
3. Make firebreaks at fence lines and where appropriate adjacent to shoulders in lieu of spraying, grading, mowing or disking;
4. Remove fire tinder within the right-of-way, e.g. dead grass, fallen limbs;
5. Plant or seed natural vegetation on friable cut and fill slopes and any other areas

- subject to erosion;
6. Plant restoration in landscaped area by removing dead plants and replanting;
  7. General cleanup and yard work at CALTRANS maintenance stations and facilities; and
  8. Minor storm damage repair activities.

## **STAFF**

1. SUB-CONTRACTOR, at its own cost and expense, shall provide such staff as is reasonable and necessary to fulfill the terms and conditions of this Contract who shall remain employees of SUB-CONTRACTOR. SUB-CONTRACTOR, at its own cost and expense, shall be responsible for wages, benefits, payroll taxes, workers' compensation, disability insurance, unemployment insurance, and any and all other applicable State of California laws governing employment.

Each Participant/Crew member must be paid at least the applicable city/county minimum wage.

2. Each SUB-CONTRACTOR work crew shall consist of six (6) to eight (8) crew members each day unless uncontrollable situations dictate smaller crew sizes for safety or labor shortage reasons. Any crew consisting of five (5) or less crew members will have the daily crew rate decreased by the State minimum wage of the number of missing crew member(s) and reflect the actual daily number of crew members. Any crew consisting of nine (9) or more crew members will have the daily crew rate increased by the State minimum wage of the number of additional crew member(s) and reflect the actual daily number of crew members.
3. SUB-CONTRACTOR will be responsible to ensure total costs billed are not to exceed total contract costs.
4. SUB-CONTRACTOR is responsible for recruiting work crew members to ensure work crews are meeting the staffing needs. It is understood that it is the responsibility of the SUB-CONTRACTOR to maximize the contracted dollars at all times and ensure that work crews at each location are meeting the staffing needs at all times.
5. Within 60 days of hire, all work crew supervisors must:
  - a. Be CPR/First Aid certified;
  - b. Have completed AB1825 Sexual Harassment Training; and
  - c. Possess a valid OSHA 10 card.
6. Below are the minimum required positions with suggested duties for those positions. It is the responsibility of SUB-CONTRACTOR to ensure it has all necessary staff to fulfill its obligations and duties under this Contract and create job descriptions for each position:

- a. Work crew supervisor, one (1) per work crew, who shall be responsible for, but not limited to:
  - i. Driving the van that transports the work crew to work locations;
  - ii. Managing the day-to-day performance of work crew members in meeting their assigned job responsibilities;
  - iii. Training and managing the work and safety of the work crew;
  - iv. Coordinating with other SUB-CONTRACTOR staff, BCOE, CALTRANS and Program Partners;
  - v. Ensuring the safety of the work crew members at all times during the workday and that daily Program deliverables are met;
  - vi. Preparing work crew members to be successful in the workforce by teaching them critical employment soft skills and transferable skills;
  - vii. Preparing necessary documentation and reporting to fulfill the terms and conditions of this Contract;
  - viii. Ensuring that the work crew van and any other vehicle used are in proper working condition, contain proper tools and equipment, and are outfitted for the day's work assignment; and
  - ix. Otherwise maintaining the integrity of the Program.
  
- b. A Program Manager who will be the principal liaison between the work crew supervisors, BCOE, CALTRANS, other Program providers, and the community at large, and shall be responsible for:
  - i. Staffing each work crew with sufficient staff in order to perform all duties and responsibilities under this Contract;
  - ii. Screening, hiring and training work crew supervisors;
  - iii. Recruiting work crew members to maintain the minimum number of crew members;
  - iv. Coordinating with CALTRANS to identify the work assignments and locations;
  - v. Ensuring that the work crew supervisors have the necessary directions, special instructions, appropriate tools, and other information to perform the job and training aspects of the work;
  - vi. Ensuring all duties and responsibilities of SUB-CONTRACTOR under this Contract are met; and
  - vii. Otherwise maintaining the full integrity of the program.

#### **SUB-CONTRACTOR'S ADDITIONAL RESPONSIBILITIES**

1. SUB-CONTRACTOR shall furnish, as needed and as it develops, the following information to BCOE, no less often than weekly:
  - a. Current problems and developments;
  - b. Staffing changes under this agreement;

- c. Information on perceived risks; and
  - d. All complaints, comments, and critical remarks.
2. SUB-CONTRACTOR shall strive to furnish maximum service to BCOE and all Program participants and shall include, but not be limited to the following:
- a. Regular attendance at BCOE requested meetings;
  - b. Attendance at BCOE annual Sub-Contractor conference;
  - c. Communication of BCOE's policies to CALTRANS and Program participants as requested;
  - d. Maintenance of adequate staffing;
  - e. Cooperation with BCOE's personnel;
  - f. Investigation and handling of problems and complaints;
  - g. Prompt handling of inquiries and correspondence; and
  - h. Prompt follow-up of all inquiries received from BCOE.

**DRAFT**

B2W FUNDING BUDGET  
BACK 2 WORK PROGRAM  
SUB-CONTRACTOR ENTERED

Fiscal Year	Month-Year	Working Days in Month	No. Work Crews <sup>(1)</sup>	*Maximum Daily Total Reimbursement Rate Per Work Crew <sup>(2)</sup>	Maximum Monthly Total Compensation (Estimated)
FY 2023/24	Jul-23	21	1	\$2,300	\$48,300
	Aug-23	22	1	\$2,300	\$50,600
	Sep-23	21	1	\$2,300	\$48,300
	Oct-23	20	1	\$2,300	\$46,000
	Nov-23	19	1	\$2,300	\$43,700
	Dec-23	23	1	\$2,300	\$52,900
	Jan-24	20	1	\$2,400	\$48,000
	Feb-24	19	1	\$2,400	\$45,600
	Mar-24	22	1	\$2,400	\$52,800
	Apr-24	21	1	\$2,400	\$50,400
	May-24	21	1	\$2,400	\$50,400
	Jun-24	22	1	\$2,400	\$52,800
Total FY 2023/24		251			<b>\$589,800</b>

TOTAL MAXIMUM CONTRACT WORK CREW FUNDING

**\$589,800**

(1) Represents an estimate. Number of crews may fluctuate from month to month.

(2) Crew Members will be paid at least city/county minimum wage and this reflects a 6-8 person crew. Daily Rate to be reduced by \$120 per day for each crew member less than 6. See Chart Below.

Daily Rate for Full Crew	5 Crew Members	4 Crew Members	3 Crew Members
\$ 2,400	\$ 2,280	\$ 2,160	\$ 2,040