

CONTRACT
BY AND BETWEEN BUTTE COUNTY OFFICE OF EDUCATION AND

TO ADMINISTER ONE (1) WORK CREW FOR
THE BACK 2 WORK PROGRAM

This Contract ("Contract") is made as of, between the **Butte County Office of Education** ("BCOE") and _____, hereinafter referred to as SUB-CONTRACTOR. The SUB-CONTRACTOR shall furnish to the BCOE the following services under the terms of this Contract: the administration of the ONE (1) Work Crews for the Back 2 Work Program (B2W) in San Bernardino County at the prices specified on Attachment I ("Services"). SUB-CONTRACTOR agrees to satisfactorily complete all project work described in Attachment I and in compliance with the specifications, terms and conditions enumerated in this Contract and in the CALTRANS Agreement #56A0589 (Attachment II). The Services are further described below.

1. **TERM OF CONTRACT**

SUB-CONTRACTOR shall commence providing Services under this Contract beginning on August 1, 2021, running until June 30, 2022; upon mutual agreement the Contract may be extended for up to twelve (12) additional months.

2. **CHANGES IN TERMS/AMENDMENT**

This Contract may only be amended or modified by mutual written agreement of the parties.

3. **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.

4. **NOTIFICATION OF PARTIES**

- a. Butte County Office of Education Contract Manager is Keith Lane, (916) 929-2649.
- b. SUB-CONTRACTOR Program Manager is TBD, INSERT NUMBER

- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given made in writing and received by the parties at their respective addresses:

Butte County Office of Education

Back 2 Work
Attention: Keith Lane
2015 J Street, Suite 205
Sacramento, CA 95811

SUB-CONTRACTOR INFO INSERTED HERE

5. **PAYMENT PROVISIONS**

- a. It is understood and agreed that this Contract fund limit is an estimate and that BCOE will only reimburse the cost of services at the agreed upon rate per day per crew as specified in Attachment I for services actually rendered as authorized by the BCOE Program Manager or its designee at or below the fund limitation amount set forth in section 5e, below.
- b. For services satisfactorily rendered and approved by BCOE and upon receipt and approval of invoices, BCOE agrees to reimburse SUB-CONTRACTOR for actual allowable costs incurred as specified herein and in accordance with the rates specified in Attachment I.
- c. Incomplete or disputed invoices shall be returned to SUB-CONTRACTOR unpaid for correction.
- d. SUB-CONTRACTOR on a monthly basis shall provide BCOE with the completed documents with the monthly invoice:
 - I. BCOE COVER INVOICE (Appendix A)
 - II. CALTRANS Monthly Crew Summary (Appendix B)
 - III. CALTRANS Work Crew Program Register of Participation (Appendix C)
 - IV. CALTRANS Work Crew Program Weekly Time Record (Appendix D)
 - V. CALTRANS Work Crew Program Weekly Bag Count (Appendix E)
 - VI. CALTRANS Monthly Expense Report (Appendix F)

e. SUB-CONTRACTOR shall submit a monthly invoice in arrears to BCOE, no later than 10 days following each monthly billing period. Invoice shall be submitted electronically to:

Electronically at:

b2w@bcoe.org

The maximum total payment to be received by SUB-CONTRACTOR for its performance under this Contract is _____. It is mutually agreed that if State funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, BCOE shall have the option to cancel this Contract with no liability occurring to BCOE, or offer a Contract Amendment to SUB-CONTRACTOR to reflect the reduced amount. In the event of such cancellation, BCOE shall provide written notice to SUB-CONTRACTOR immediately upon learning that State funding will be so reduced or deleted.

f. 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.

6. **ALLOWABLE COSTS**

- a. The method of payment for this Contract will be based on the agreed upon rate per day per crew and budget submitted in 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 cost reimbursement limitation set forth in 5e, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment I 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.

7. **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 allow ability of individual Project cost items, and shall comply with federal administrative procedures set forth in 2 CFR, Part 200.
- c. Any Project 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 Project 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 Local Assistance Program Procedures Manual which may be accessed at: http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/ch05.pdf. Proposals and requests must be submitted to, and in accordance with, CALTRANS Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/

8. EQUIPMENT PURCHASE (By SUB-CONTRACTOR)

- 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 the Services and/or Attachment I and exceeding \$500, 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 Project.
- f. Any sub-agreement entered into as a result of this Contract shall contain all of the provisions of this Article.

9. **REPORTS**

- a. SUB-CONTRACTOR shall submit written progress reports with each set of invoices 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. 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 all contracts and subcontracts relating to the preparation of those documents or reports.
- c. SUB-CONTRACTOR will provide one (1) electronic version of the final written report to the CALTRANS Contract Manager at the end of the contract term.
- d. Sub-Contractor will provide data pertaining to this Contract to BCOE on a monthly basis and/or upon request from BCOE and/or Caltrans such as but not limited to:
 - I. Name, Addresses, Contact, Demographics for each participant

- II. Employment obtained by participants (Place of employment and wage)
 - III. Participants attending school
 - IV. Participants enrolled into Apprenticeships
 - V. Participants applied for employment, interview with and/or obtain employment with Caltrans or other state agencies
 - VI. Reasons for each participant leaving program
 - VII. Recidivism or returning to custody (For Justice involved sites)
- e. SUB-CONTRACTOR may be required to use BCOE provided database for all data pertaining to this 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. Caltrans and BCOE, its officers, employees, and agents are to be named as additional insured under the policy. Proof of coverage shall be provided to the County Office on or before the effective date of the Contract.
- d. Workers' Compensation: 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. PREMISES

Sub-Contractor will allow BCOE to utilize space at the _____, upon all of the terms

and conditions hereof, the existing building currently at _____ Sub-Contractor agrees to provide necessary office space during regular business hours scheduled to not interfere with Sub-Contractors currently scheduled staff, events, etc. Office space will be utilized by BCOE for a maximum of three (3) business days per week to perform duties necessary to functioning of BTW.

12. 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 to this Contract. Any modification to the terms of this Contract must be made in writing and signed by all parties to this Contract. Services shall not be rendered until this Contract is approved.

13. 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.

14. 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.

15. 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 works on the proposed contract or grant:

- I. will receive a copy of the company's Drug-Free policy statement, and
- II. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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 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.

15. 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.

16. 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, fire, 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.

17. FEDERAL OR STATE REGULATIONS

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

18. 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.

19. HOLD HARMLESS CLAUSE

The SUB-CONTRACTOR shall hold harmless and indemnify BCOE and the Butte County Board of Education, officers, and employees from every claim or demand 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 Board of Education or BCOE, its officers, and employees. The SUB-CONTRACTOR will also satisfy any judgment that may be rendered against the Board of Education, BCOE, its 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 BCOE, CALTRANS, or the Board of Education.

20. PERMITS AND LICENSES

The 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.

21. NONDISCRIMINATION CLAUSE (2 CCR 11105 Clause b)

- a. During the performance of this Contract, the 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 the awarding state agency to implement such article.
- c. SUB-CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 and compliance provisions of this clause in all subcontracts to perform work under the Contract.

22. 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.

23. RECORDS RETENTION

- a. SUB-CONTRACTOR, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. 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 Project 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 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 entire Project period 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 a Project 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.

24. 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, and limit use of State information assets for State 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 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.

25. **AUDIT**

SUB-CONTRACTOR shall establish and maintain books, records, and systems of

account, in accordance with generally accepted accounting principles, reflecting all business operations of SUB-CONTRACTOR transacted under this Contract. SUB-CONTRACTOR shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter. SUB-CONTRACTOR shall permit the BCOE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the BCOE shall give reasonable prior notice to SUB-CONTRACTOR and shall conduct audit(s) during SUB-CONTRACTOR's normal business hours, unless SUB-CONTRACTOR otherwise consents.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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

By: _____

Title: Superintendent

Date: _____

SUB-CONTRACTOR:

By: _____

Title: _____

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]

SCOPE OF WORK

1. It is specifically understood and agreed that on BCOE's behalf SUB- CONTRACTOR shall administer a transitional employment program for disadvantaged and underserved adults in the B2W by carrying out BCOE'S duties and responsibilities in strict conformance with the terms and conditions required by the CALTRANS under the Agreement #56A0589 and as set forth below.
2. SUB-CONTRACTOR understands the role of CALTRANS as it relates to SUB- CONTRACTOR'S responsibilities as outlined in this paragraph and agrees that SUB- CONTRACTOR shall perform the following duties and shall provide the following Services to CALTRANS on BCOE's behalf under this Contract.
3. SUB-CONTRACTOR shall provide mission-critical litter and debris removal services for the Division of Maintenance. At BCOE direction, the SUB-CONTRACTOR shall provide ONE (1) work crews per day. Each work crew shall consist of a minimum of six (6) crew members and up to a maximum of eight (8) crew members and a minimum of one (1) crew supervisor. The number of work crews shall vary by each Caltrans facility.
4. Work Crews are expected to work an eight (8) hour day, five (5) days per week, Monday through Sunday, excluding State holidays. Work days and hours are set by Caltrans per business needs. As per business needs, the SUB-CONTRACTOR may be required to provide services outside of normal business 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.
5. If SUB-CONTRACTOR allows a Work Crew's size to fall below the average of at least six (6) participants a month, BCOE shall request a Corrective Action Plan with a 30-day deadline and notify Caltrans of that request. If the Work Crew size falls below the average of six (6) participants for in that following month, BCOE and CALTRANS may move Work Crews to a new service location or have the option to amend or terminate the Contract.

GENERAL AGREEMENT

1. The Contract Manager Designee, usually a Caltrans Maintenance Supervisor, shall inform the designated Sub-contractor representative as to the specific location and work parameters of the work to be performed. The Caltrans Maintenance Supervisor, BCOE and SUB-CONTRACTOR shall agree upon a schedule. The work shall be performed on Caltrans Right of Way within a 60-

mile radius of the crew staging area.

2. SUB-CONTRACTOR shall be solely responsible for supervision and care of the work crew(s) assigned to work on Caltrans Right of Way.
3. Sub-contractor shall be solely responsible for crew pay, workers compensation, and any other benefits required by state law. Subcontractors and crew members are not considered employees of Caltrans nor BCOE at any time.
4. SUB-CONTRACTOR shall furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid Workers ' Compensation coverage, which names Caltrans and BCOE as an additional insured.
5. BCOE shall reimburse SUB-CONTRACTOR for costs associated with the utilization of its crews to perform the required work at the agreed upon rate listed on rate sheet in Attachment I.
6. Sub-contractor van drivers shall possess a valid, current California driver's license of appropriate class and shall operate vans for the towing of portable toilets.
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 Agreement.
8. Upon notice by the Caltrans Contract Manager/BCOE Program Manager, SUB-CONTRACTOR shall immediately investigate and report back 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 from the job site
9. At any time, BCOE, the Caltrans Contract Manager or Caltrans Supervisor may request removal of any crew member, van driver or crew 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 Appendix F.

EQUIPMENT

1. Sub-contractor and crew members shall not operate complex equipment for any work under this Agreement, i.e. power chain saws, weed eaters with blade attachments, power shears etc.
2. Sub-contractor shall supply each crew a fully functional van with a rotating amber light to legally transport crew members and portable toilet/work trailer that is in safe operable condition at-all-times, as per the California Motor Vehicle Code
3. Work trailer must be equipped with running water and ability to store tools and equipment.
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 crew van shall have a first aid kit onboard for minor injuries of crew members.
6. The crew van shall have safety flares mounted onboard to use in case of emergencies.
7. SUB-CONTRACTOR shall supply each Work Crew Supervisor and Program Manager with a cell phone, which they will have on their person at all times. All cell phones will be equipped with hands-free device to ensure the safety of the Work Crews when talking on the phone and driving at the same time.

SAFETY

1. Sub-contractor must have their own supervisor or crew leader to direct crew operations, safety procedures and transport van. Dependent on the safety aspects of the work site, Caltrans personnel do not have to be at the 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. The following also applies for the term of this agreement.

2. Sub-contractor shall submit their company's Injury and Illness Prevention Program (Program) to the BCOE Program Manager. 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 Program 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.
4. Crew leader 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 the appropriate level of medical care and transportation to a medical facility. The Sub-contractor shall be responsible for the administration and processing of any and all worker 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 Agreement.
6. At contract execution, Caltrans shall conduct initial safety training to BCOE/ Sub-contractor crews 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 and/or BCOE shall conduct quarterly safety meetings and provide documentation of such to the Caltrans Maintenance Supervisor or designee.
8. Sub-contractor Crew Leader shall conduct crew tailgate safety briefings every 10 working days that include hazards specific to work locations and include any applicable seasonal safety hazards.
9. Daily Safety briefings (tailgate meetings) conducted by the Sub-contractor crew leader shall be documented with Caltrans form **PMS0110 or contractor equivalent**. Copies of daily safety briefings shall be **submitted to the Caltrans Maintenance Supervisor at location where 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 crew members about the hazards of handling and disposing of hypodermic needles.
12. Caltrans, BCOE and Sub-contractor shall not allow **crews to cleanup homeless encampments.**
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
 - e. Raingear if needed. Raingear must be ANSI/ISEA 1070-2010 Class III compliment – (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:
 - a. Bags
 - b. Litter sticks
 - c. Hand tools, shovels, hoes, rakes, etc.

- d. Sharps containers
- e. Tyvek coveralls if needed
- f. Necessary safety cones, warning signs and/or flags

17. Local Caltrans Maintenance Supervisor or designee shall determine if worksite conditions require signs, flags or lane closures. If signage, flags or lane closures are appropriate for conditions, Caltrans will:

- a. Either provide training to Sub-contractor so they may perform sign and flag setup
- b. Setup signs and flags for Sub-contractor
- c. Setup lane closure for Sub-contractor

WORK TO BE PERFORMED BY CONTRACTOR LITTER REMOVAL CREWS

- a. Litter and Debris removal

When no litter and debris is present, crews can also perform work including but not limited to:

- a. Weed and vegetation control
- b. Paint over or remove graffiti
- c. Trim or remove unwanted, unsightly, dead, overgrown, etc. brush and trees within the right of way
- d. Make firebreaks at fence lines and where appropriate adjacent to shoulders in lieu of spraying, grading, mowing or disking
- e. Remove fire tinder within the right-of-way, e.g. dead grass, fallen limbs
- f. Plant of seed natural vegetation on friable cut and fill slopes and any other areas subject to erosion
- g. Plant restoration in landscaped area by removing dead plants and replanting
- h. General cleanup and yard work at Caltrans maintenance stations and facilities
- i. 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 SUB-CONTRACTOR employees. SUB-CONTRACTOR at its own cost and expense shall be responsible for staff employment including wages, benefits, payroll taxes, workers' compensation and State Disability Insurance.

2. Each Participant/Crew member must be paid at least city/county minimum wage.
3. SUB-CONTRACTOR is responsible for recruiting Work Crew participants to ensure Work Crews are always at a minimum of six (6) crew members per crew and a maximum of eight (8) crew members per crew. It is intended to have eight (8) crew members per crew per day. It is understood that it is the responsibility of the SUB-CONTRACTOR to maximize the contracted dollars at all times and ensuring that crews at each location are full at all times.
4. If SUB-CONTRACTOR allows a Work Crew's size to fall below the monthly average of six (6) crew members in a month, BCOE shall request a Corrective Action Plan with a 30-day deadline. If the Work Crew size falls below an average of six (6) crew members in that following month, BCOE may move Work Crews to a new service location or have the option to amend or terminate the Contract. Additionally, if the Work Crew size falls below six (6) crew members on any day after that initial month, BCOE shall pro-rate the reimbursable rate per-day per-crew for each day below minimum amounts.
5. All staff, with exception of crew members, working under this Contract must:
 - a. Be approved by BCOE Program Manager or designee
 - b. Complete a thorough background check from SUB-CONTRACTOR
6. Within 12 months of hire, all regular Work Crew Supervisors must:
 - a. Be CPR/First Aid certified
 - b. Have completed AB1825 Sexual Harassment Training
 - c. Possess a valid OSHA 10 card
7. Below are the minimum required positions (These are only the minimum required positions and suggested duties for those positions. It is SUB-CONTRACTORS responsibility to fully staff and create Job Descriptions for each position):
 - a. ONE (1) Work Crew Supervisors who shall be responsible for, but not limited to:
 - I. Drive the work crew van that transport the work crew to work locations;
 - II. The day-to-day performance of Work Crew participants job responsibilities;
 - III. Training and managing the work and safety of Work Crew participants;
 - IV. Working with other SUB-CONTRACTOR staff, BCOE, CALTRANS and Program Partners;

- V. The safety of the participants at all times during the workday and for ensuring that daily project deliverables are met;
 - VI. Preparing Work Crew participants to be successful in the workforce by teaching them critical employment soft skills and transferable skills;
 - VII. Necessary documentation and reporting to fulfill the terms and conditions of this Contract;
 - VIII. Responsible for assuring that Work Crew vehicles 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. Program Manager who will be the principal liaison between the Work Crew Supervisors, BCOE, CALTRANS, Program Partners and the community at large and shall be responsible for, but not limited to:
- I. Staffing the 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. Recruit participants to maintain full work crews with the assistance of assigned BCOE staff
 - IV. When necessary work with CALTRANS to identify the work assignments and locations
 - V. Ensuring that the Work Crews have the necessary directions, special instructions, appropriate tools, and other information to perform the job and training aspects of the work
 - VI. Ensuring all terms under this Contract are met
 - VII. Otherwise maintaining the full integrity of the program

SUB-CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

1. *SUB-CONTRACTOR shall furnish, as it develops, the following information to BCOE:*
 - a. Current problems and developments as needed but no less often than weekly;
 - b. Information on perceived risks as needed but no less often than weekly
 - c. All complaints, comments, and critical remarks as needed but no less often than weekly.
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. Communication of BCOE's policies to CALTRANS and program participants as requested;
- c. Maintenance of adequate staffing;
- d. Cooperation with BCOE's personnel;
- e. Investigation and handling of problems, and complaints;
- f. Prompt handling of inquiries and correspondence; and
- g. Prompt follow-up of all inquiries received from BCOE.
- h. Keep necessary Data required by CALTRANS as specified in Agreement #56A0589 (Attachment II).
- i. Provide BCOE with necessary Data required by CALTRANS as specified in Agreement #56A0589 (Attachment II)

DRAFT

B2W FUNDING BUDGET
BACK 2 WORK PROGRAM
SUB-CONTRACTOR ENTERED

Fiscal Year	Month-Year	Working Days in Month	No. Work Crews (1)	*Maximum Daily Total Reimbursement Rate Per Work Crew (2)	Maximum Monthly Total Compensation (Estimated)
FY 2021/22	Aug-21	22	1	\$1,950	\$42,900
	Sep-21	21	1	\$1,950	\$40,950
	Oct-21	20	1	\$1,950	\$39,000
	Nov-21	19	1	\$1,950	\$37,050
	Dec-21	23	1	\$1,950	\$44,850
	Jan-22	20	1	\$2,025	\$40,500
	Feb-22	19	1	\$2,025	\$38,475
	Mar-22	22	1	\$2,025	\$44,550
	Apr-22	21	1	\$2,025	\$42,525
	May-22	21	1	\$2,025	\$42,525
	Jun-22	22	1	\$2,025	\$44,550
Total FY 2021/22		230			\$457,875

TOTAL MAXIMUM CONTRACT WORK CREW FUNDING

\$457,875

(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. Supervisor/Driver at an average rate of \$25.00 per hour. Actual compensation rates are subject to applicable State and Federal law.

Sub-Contractor Name

INVOICE

ADDRESS

sub-contractor
address
city st zip

DATE: [Redacted]

BILL TO:

Butte County Office of Education
1859 Bird Street
Oroville, CA 95965
Phone: (530) 532-5650

Caltrans B2W Work Crew Program - program name

Service for month ending:

[Redacted]

Service days:

[Redacted]

Number of Days Worked during billing period:

[Redacted]

Location	# of Crews	Rate	# of Days	Weekly Total by Location
			[Redacted]	\$ -
				\$ -
				\$ -
				\$ -
TOTAL PAYMENT:				\$0.00

**Caltrans B2W Work Crew Program
CREW SUMMARY**

SERVICE MONTH: _____
AGREEMENT NUMBER: _____
INVOICE NUMBER: _____

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE ZIP CODE

Location:

dates of service

Van Identifier:	_____
Number of Work Crews	_____
Number of Days Worked During Billing Period	_____
Daily Per Work Crew Compensation Rate	_____
TOTAL PAYMENT REQUESTED	<u><u>\$0</u></u>

**CalTrans B2W Program
Register of Participation**

Contractor Location						
Month/Year						
Crew #						
Date	Crew Size	Hours Worked	Site Location	Crew Supervisor Name	# Filled Trash Bags	# Filled Landscape Bags
1		0				
2		0				
3		0				
4		0				
5		0				
6		0				
7		0				
8		0				
9		0				
10		0				
11		0				
12		0				
13		0				
14		0				
15		0				
16		0				
17		0				
18		0				
19		0				
20		0				
21		0				
22		0				
23		0				
24		0				
25		0				
26		0				
27		0				
28		0				
29		0				
30		0				
31		0				

Monthly Totals	
Trash Bags	0
Landscape Bags	0
# of Days Worked	
# of Crew Members	0
Daily Average of Crew Members	#DIV/0!
Total Monthly Hours Worked	0.00

**CALTRANS B2W WORK PROGRAM
WEEKLY TIMESHEET**

For Week Ending: _____

Date: _____

Crew Supervisor: _____

Van Identifier: _____

Monday Jobsite: _____

Tuesday Jobsite: _____

Wednesday Jobsite: _____

Thursday Jobsite: _____

Friday Jobsite: _____

Saturday Jobsite: _____

Sunday Jobsite: _____

	Date	Date	Date	Date	Date	Date	Date	Hours	Crew Member Signature
Crew Member Name									
Total Hours									
Crew Size									

Crew Supervisor Signature: _____

Date: _____

CalTrans B2W Program-Weekly Bag Count

Van Identifier:
Crew Supervisor:
Week Ending:

Date (mm/dd/yy)	Job Site	Time Spent By Hours				Bag Counts	
		Travel	Pick	Land- scape	Other	Trash Bag Count	Landscape Bag Counts
<i>Comments</i>							
<i>Comments</i>							
<i>Comments</i>							
<i>Comments</i>							
<i>Comments</i>							

Travel	Pick	Land- scape	Other	Trash Bag Count	Landscape Bag Counts
0	0	0	0	0	0

Crew Supervisor Signature: _____

Date: _____

MONTHLY CALTRANS LITTER ABATEMENT COSTS

Each organization utilizing Caltrans funds must keep a record on file that includes a listing of all costs incurred each month and the total costs of each item. Following is an example of a breakdown of Caltrans costs included in a daily total reimbursement rate.

B2W Work Crew Training Program

	Crew Members	Approx Hours	Pay Rate	Actual Costs
Crew Member Daily Wages				
Wages	16	2000	13	\$416,000.00
Taxes/Workers Comp				\$124,800.00
				\$540,800.00
Crew Supervisor Wages (drivers and supervisor)				
Wages	2	2000	25	\$100,000.00
Taxes/Workers Comp/Benefits				\$35,000.00
Benefits				
				\$135,000.00
Insurance				
Liability				\$0.00
				\$0.00
				\$0.00
				\$0.00
Operational Costs				
Facilities				\$7,500.00
Telephone and Utilities				\$3,000.00
Consumables				\$1,500.00
Safety Gear				\$1,200.00
				\$13,200.00
Vans/Trailers				
Vans (leasing, insurance, maintenance)				\$20,000.00
Trailer				\$5,000.00
Fuel				\$11,500.00
				\$36,500.00
Administrative Oversight				
Management and Admin Staff				\$62,500.00
Benefits				\$21,875.00
Indirect Costs				\$58,040.00
				\$142,415.00
Total Cost Per Crew				\$867,915.00
				\$1,735.83

EXAMPLE