



December 11, 2025

To: All Prospective Contractors

RE: "DRR25032, Landfill, Disposal Site, and Waste Tire Site Remediation"

**Addendum No. 1
To the Request for Qualifications (RFQ)**

CalRecycle is issuing Addendum No. 1 to provide the following information.

1. Attached is a list of all businesses who have expressed an interest in the contract to date (Attachment 1).

https://sb.cityinnovate.com/teams/calrecycle?challenge_id=16191

2. Attached is a copy of the current contract DRR22017 (Attachment 2).
3. No revisions have been made to the RFQ within the electronic bid system.
4. The Class A General Engineering Contractor license listed as a requirement in CaleProcure was an error and will be removed.
5. The following questions were received during the Questions and Answers period.

Q 1	Do you need a contractor to collect, load, transport, and dispose of the tires?
A 1	No, the Contractor and/or Subcontractor(s) will not be involved in the collection, loading, transporting, or disposal of tires. They shall provide technical support for tire sites but not perform direct remedial work.
Q 2	Do you also need the sites cleaned up?
A 2	This contract is for professional consultant technical services to support site mitigation projects and does not include direct remedial work.
Q 3	Do we have to have a PE and GE on our team? Can these be subs?
A 3	Per section 3.7 Qualifications and Licenses of the RFQ, a Professional Civil Engineer (PE) license and a Registered Geologist (RG) are required as part of the prime Contractor's staff. Subcontractors alone cannot fulfill this requirement.

Q 4	Who currently provides these services? Please provide a copy of the current (most recent) contract with associated rates/pricing.
A 4	Geo Logic Associates, Inc., currently provides these services. Reference Attachment 2, which contains a copy of the current contract, including rates.
Q 5	The RFQ states that "The electronic bid system only allows for a single file upload. If you have multiple documents to upload, the firm must create a zip file or combine PDFs and upload as a single file." It appears that the submittal page is divided into many sections where multiple individual files are uploaded within that section. Do you mean that a single file upload within the individual sections is allowed? (i.e. for the org chart section, the org chart and resumes need to be a single file).
A 5	Yes.
Q 6	Is there a DVBE % goal for this contract?
A 6	No. The Disabled Veteran Business Enterprise participation requirement has been waived. DVBE participation is encouraged.
Q 7	Will you be requiring accessibility formatting of documents for deliverables to CalRecycle?
A 7	Yes. All contract deliverables shall adhere to CalRecycle's Contractor Publications Guide. Reference Exhibit D, Clause #8, Deliverables.
Q 8	The RFQ states that "The prime Contractor must possess a valid and active Contractors State License Board (CSLB) Class A, General Engineering license with Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors alone cannot be used to fulfill this requirement; The firm must submit a copy of this license as part of its SOQ package." This requirement has not been included in previous RFQ's. Could you please clarify whether it was the intent of CalRecycle to include it?
A 8	Per Section 3.7 Qualifications and Licenses of the RFQ, the only engineering license required is the Professional Civil Engineering license (PE) issued by the State of California. A Class A General Engineering License is not a requirement of this RFQ.
Q 9	<p>We have extensive remediation experience for government agencies in No Cal and meet all of the requirements to serve you on this contract except one:</p> <p>The prime Contractor must have the required (Professional Civil Engineer) PE issued by the State of California.</p> <p>Is there any flexibility on this? Can we use a sub to meet this requirement?</p>

A 9	Refer to A3 response.
Q 10	<p>There are 2 separate “forms” – one for Project Experience and one for Client References.</p> <p>Both are asking for project information and client contacts for work that demonstrates performance of CalRecycle scope of work.</p> <p>Does CalRecycle intend for bidders to fill out BOTH of these forms? If so, can we assume that the same projects can be presented on both forms?</p>
A 10	Yes, CalRecycle requires bidders to fill out both Attachment 1 Statement of Qualifications #4 Project Experience and Attachment 2 Statement of Qualifications, Client References forms. The same projects can be presented on both forms.
Q 11	Does litigation have to be provided on the forms in the RFP or can contractors provide a different format as long as all the information requested on the form is addressed?
A 11	No, the Proposers must follow the format of the documents in the RFQ. The Proposers must submit the required Attachment 1 Statement of Qualifications #6, Litigation/Claims Information form provided in the RFQ. Supporting documents may be included with Attachment 1 submittal upload.
Q 12	Is landfill project experience specifically in California required, or will experience in other states also be considered?
A 12	Experience in other states will be considered.
Q 13	If a firm has more than 10 years of solid waste management experience collectively across multiple states, but less than 10 years in California, would the firm still be eligible to propose?
A 13	Yes, the firm will still be eligible to propose. The firm must be eligible to perform work in the state of California.
Q 14	Can the project lead be a CA PE with less than 10 years of experience in landfills with the support of subject matter experts with 10 or more years of experience in landfills but with PEs in jurisdictions outside of CA?
A 14	No, there is a PE requirement of 10 years of experience. Experience can be from outside California.
Q 15	Can the project geologist be a PG with less than 10 years of experience in landfills with the support of subject matter experts with 10 or more years of experience in landfills but with PGs in jurisdictions outside of CA?
A 15	Refer to A14 response.

Q	16	For site investigations, is it mandatory to have a California-licensed Professional Geologist (PG), or would an experienced geologist without California licensure under the direction of a PE with site investigation experience be acceptable?
A	16	Yes, it is mandatory for the Contractor to have a Registered Geologist (RG) on staff for this contract to perform site investigations. No, an experienced geologist without California Licensure under the direction of a PE would not meet this mandatory license requirement.

All other terms, conditions, and requirements of this RFQ will remain the same.

If you have any questions relating to this solicitation process, please contact me by e-mail at contracts@calrecycle.ca.gov.

Sincerely,

Melissa
Atencio

Digitally signed by
Melissa Atencio
Date: 2025.12.11
10:58:47 -08'00'

Melissa Atencio
Contract Analyst, Administrative Services Branch

Interested Parties Listing for RFP(S) DRR25032

CalRecycle has not confirmed the certification status of firms who have identified themselves as CA Certified Small Business (SB) or Disabled Veterans Business Enterprise (DVBE).

Contact Name	E-Mail	Company	Address	Business Description	SB	DVBE	Interested as Prime	Interested as Subcontractor
Kurt Pitzer	gbs@bidnet.com	Bidnet	17 British American Blvd Latham, New York 12110	None Provided	No	No	No	No
Amy Butler	abutler@geologic.com	Geologic Associates, Inc.	143E Spring Hill Drive Grass Valley, California 95945	Prime consultant	No	No	Yes	No
John Carlton	john.carlton@hdri nc.com	HDR	591 Camino dela Reina San Diego, California 92108-3105	None Provided	No	No	No	No
Christie Ripley	cripley@ninyoandmoore.com	Ninyo & Moore	5710 Ruffin Road San Diego, California 92123	Ninyo & Moore provides specialized services in the areas engineering geology, environmental engineering, hazardous materials, landfill and testing.	No	No	No	Yes

Contact Name	E-Mail	Company	Address	Business Description	SB	DVBE	Interested as Prime	Interested as Subcontractor
Donna Smith	donna.smith@tetratech.com	Tetra Tech BAS, Inc.	21700 Copley Drive, Suite 200 Diamond Bar, California 91765	Solid Waste/Landfill Engineering	No	No	Yes	No
Athena Lofquist	alofquist@trihydro.com	Trihydro Corporation	9083 Foothills Blvd, Suite 370 Roseville, California 95747	None Provided	No	No	Yes	No
Source Management	SourceManagement2@onvia.com	Onvia	509 Olive Way, Ste, 400 Seattle, Washington 98101	None Provided	No	No	No	No
Mary Miller	bids@pwxpress.com	PWXPress	1900 Coffeeport Rd Jacksonville, Florida 32208	None Provided	Yes	No	No	Yes

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

DRR22017

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTOR NAME

Geo-Logic Associates, Inc.

2. The term of this Agreement is:

START DATE

March 9, 2023 or upon approval, whichever is later

THROUGH END DATE

February 28, 2026

3. The maximum amount of this Agreement is:

\$855,000.00 (Eight hundred fifty-five thousand dollars and zero cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Rate Sheet	5
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017 Online
+ - Exhibit D	Special Terms and Conditions	7
+ -	Exhibit D, Attachment 1- Recycled Content Certification	2

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

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

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

CONTRACTOR

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

Geo-Logic Associates, Inc.

CONTRACTOR BUSINESS ADDRESS

2777 East Guasti Road, Suite 1

CITY

Ontario

STATE

CA

ZIP

95945

PRINTED NAME OF PERSON SIGNING

John Hower

TITLE

Principal Geologist/Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Mar 7, 2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

DRR22017

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 "I" Street, MS19A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Brandy Hunt

TITLE

Administration Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Brandy Hunt

DATE SIGNED

Mar 7, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC §10430(d)

EXHIBIT A

SCOPE OF WORK

1. Geo-Logic Associates Inc., (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with engineering services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

Name: Phillip Kovacs
Phone: (916) 341-6620
Email: phillip.kovacs@calrecycle.ca.gov

Geo-Logic Associates, Inc.

Name: Jake Russell
Phone: (530) 320-1554
Email: jrussell@geo-logic.com

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

Contracts Unit
Attention: Brittany Gonzales
Address: 1001 I St., MS 19-A
Sacramento, CA 95814
Phone: (916) 341-6541
Email: brittany.gonzales@calrecycle.ca.gov

Geo-Logic Associates Inc.

Attention: Jake Russell
Address: 2777 East Guasti Rd. Suite 1
Ontario, CA 95945
Phone: (530) 320-1554
Email: jrussell@geo-logic.com

3. Background

Pursuant to Public Resources Code sections 48020 et seq., the Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Disposal and Codisposal Site Cleanup Program (Program) is authorized to remediate threats to public health and safety or the environment at solid waste disposal and codisposal sites where the responsible parties either cannot be identified or are unable or unwilling to pay for timely remediation. In administering the Program, CalRecycle is authorized to expend funds directly for cleanups. The objective of this Agreement is to support the Program in performing timely remediation work at solid waste disposal and codisposal sites throughout California by providing engineering services.

4. Work To Be Performed

The Contractor shall provide engineering services to investigate potential remediation sites and develop necessary construction documents or reports for CalRecycle-managed contractors to remediate CalRecycle-approved sites. Site investigations and remediation scopes of work are developed for sites throughout California. The resultant Site Investigation Report/Scope of Work (SIR/SOW) for sites considered under the Program are included with Work Orders to CalRecycle's environmental services Contractors (under separate contract) to assist in preparation of remediation Work Plans for sites considered under the program. The Contractor shall provide engineering services required to support the Program. The Contractor may be required to assist CalRecycle staff in all phases of the site investigation and scope of work development.

Based on previous agreements, as many as five different sites may be under investigation at any one time. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time. Concurrent construction management multiple remediation projects may also be required.

The variety of types of work that may be done under this Agreement, the manpower requirements, and the geographic extent of the Program may require occasional staffing levels beyond the capabilities of a single firm. Joint ventures or use of qualified subconsultants will be allowed to fulfill requirements of this Agreement. Although the types of work listed below have been used with previous Agreements, the level of assistance has varied greatly. Often, assistance was limited to a few types of work at a site, while in other situations many types of work were required.

The Contractor shall provide staff with technical abilities and related experience, and in sufficient numbers to ensure cost effective and timely remediation of sites selected for the Program. All Contractors field staff shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), section 1910.120 and Title 8, California Code of Regulations (8 CCR), section 5192 and have appropriate experience to adequately perform the tasks outlined below.

5. Tasks Identified

A. Investigations

The Contractor shall perform site investigations as required to assess the nature and limits of a solid waste site appropriate to the site remediation options for a given site. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time. Develop site investigation reports to document site investigation work appropriate to the nature and size of the site being investigated. For site investigations, develop a detailed Work Plan as appropriate.

B. Site Remediation

The Contractor shall perform solid waste site remediation design including the development of plans, specifications, and all aspects of permitting, including California Environmental Quality Act (CEQA) and any required studies (see types of work listed in item E below).

C. Quality Assurance/Quality Control (QA/QC)

The Contractor shall provide construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. If QA/QC is required to support a project, a QA/QC Plan will need to be developed prior to construction and construction quality assurance services will be required in the field followed by the preparation of a final QA/QC report at the completion of the project.

D. Construction Management

Concurrent construction management of two or three remediation projects may also be required. The level of assistance may vary from a few types of work at a site to many

types of work. The variety of types of work required, the manpower requirements, and the geographic extent of the Program may require occasional staffing levels beyond the capabilities of a single firm. Joint ventures or use of qualified Subcontractors will be allowed to fulfill the requirements of this agreement.

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

- 1) Site surveys, including topographic, aerial, and boundary surveys.
- 2) Title and deed searches for determining property ownership. Review and research site history and operation with employees of CalRecycle and local, state, and federal agencies to determine potential responsible parties.
- 3) Preparation of grading plans of sites from 0.5 to 30 plus acres. Sites have terrain ranging from essentially flat to containing 1.5:1 slopes.
- 4) Excavation and embankment evaluation, design, quantity calculations, and construction testing and inspection.
- 5) Design of site drainage including swales, ditches, underground pipe systems, and sedimentation and retention basins.
- 6) Design and prepare plans for erosion control systems and planting/vegetation to reduce erosion.
- 7) Conduct geotechnical investigations, sampling, analysis, and material classification.
- 8) Field characterization of waste, sampling and analysis of waste materials.
- 9) Hazardous material classification, handling, packaging, manifesting, hauling, and disposal, including emergency response and assessment of spills and unknown wastes at remediation sites and performing radiological support and disposal.
- 10) Preparation of site-specific remediation plans and specifications.
- 11) Obtain permits from various local, county, state, and federal regulatory agencies for site remediation. Prepare construction or investigative documents necessary to comply with the CEQA including, but not limited to, Initial Studies, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.
- 12) Construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. During construction, the Contractor may be required to provide full time construction quality assurance services.
- 13) Construction management, including daily work logs and Construction Completion Reports and field checking of lines and grades. During construction, the Contractor may be required to provide full time construction management services.

- 14) Prepare community education and outreach programs and/or assisting with public events to support the Program.
- 15) General assistance for presentations, work planning, meetings, etc.
- 16) Responding to State or Local declared emergencies as directed by CalRecycle staff.
- 17) The Contractor shall have industrial hygiene resources available to provide occupational health and safety support for field staff. Resources available must provide health and safety services including, but not limited to, development of site-specific Health and Safety Plans (HSP), industrial hygiene field support, employee exposure monitoring, site assessment, characterization & control measure, on-site consultation, and respirator fit testing and training.
- 18) The Contractor shall have resources available to respond to emergency situations at sites within a twenty-four (24) hour period following CalRecycle notification. All Emergency Response personnel shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), section 1910.120 and Title 8, California Code of Regulations (8 CCR), section 5192.

- F. All work under this Contract shall be performed through Work Orders issued to the Contractor. When Program staff determines the need for Contractor services under this Contract, a Work Order will be issued detailing specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order costs will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.
- G. The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify the Contract Manager of any condition or event that may interfere with completion of the work, or which may require a modification in the Work Order. The Contract Manager will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not pre-authorized in writing by the Contract Manager will not be considered for compensation.

6. Work Plans

Contractor prepared Work Plans shall include, but are not limited to, the following elements:

- A. Introduction: Identify reference documents used to prepare the Work Plan, summarize the site visit and contacts made, and discuss problems encountered. Identify landfills and recycling facilities to be used, material sources, haul routes and other relevant information.

- B. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum, by name, the program manager, project manager, and Subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.
- C. Project Work Elements: Briefly describe the remediation method for items of work identified in the Work Order or other items as identified by the Contractor that are required to complete the remediation, including mobilization/demobilization, site utilities and facilities, permits, and temporary environmental controls. Include work hours and days for these elements of the project.
- D. Project Schedule: Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.
- E. Cost Estimate: Prepare a cost estimate that includes costs for site health and safety planning and support for each item of work, project supervision, site utilities and facilities, permits, mobilization, demobilization, and bonds. Develop costs for items of work as follows: labor/equipment hours multiplied by Contract rates including markups and surcharges; for materials, Subcontractors, and special services show both actual cost and agreed markups in arriving at total cost. Provide all documentation necessary for evaluation and cost tracking for the remediation.
- F. Site Specific HSP: Prepare a site specific HSP which identifies biological, physical, and other hazards and provides for adequate and prescribed medical surveillance, site controls, monitoring, worker protection and training, decontamination, and emergency response procedures.
- G. When applicable, the following forms and information will be required as part of each Work Order:
 - 1) Payment Bond
 - 2) Performance Bond
 - 3) Bidder Declaration
 - 4) Recycled Content Certification

7. Contract/Task Time Frame

- A. Timeframes for each authorized task shall be specified in each Work Order.

8. Control of Work

- A. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Contract.

B. The Contractor will designate a Program Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Contract
- Act as the Contractor's Representative regarding contractual matters relating to this Contract

If during the course of the Contract, it is deemed necessary to replace the Program Manager or Project Manager, CalRecycle Contract Manager approval is required.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B.1 Rate Sheet.
- B. Itemized invoices shall be submitted electronically, with one set of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

contractpayment@calrecycle.ca.gov

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

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

5. **COST BREAKDOWN:** Refer to Exhibit B.1, Rate Sheet.

6. **TRAVEL CLAUSE:** All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and

incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at 2777 East Guasti Rd. Suite 1, Ontario, CA 95945. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

If the Contractor is unable to obtain lodging at the excluded employee rate, the Contractor shall request preapproval from the Contract Manager for lodging rates that exceed the allowable rates. Preapproval of excess lodging rates requires the Contractor to complete and submit CalRecycle form 151. The form requires a written justification and supporting documentation, including a minimum of three lodging quotes to validate the excess lodging rate. The Contract Manager will notify the Contractor of their decision. Excess lodging that is not preapproved will not be reimbursed.

7. PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

The provisions for payment under this contract will be subject to a ten thousand dollars (\$10,000.00) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

EXHIBIT B.1
RATE SHEET

2023 - 2026 CALRECYCLE CONTRACT FEE SCHEDULE

PROFESSIONAL STAFF UNIT RATE

Staff Professional I	\$128.00/Hour
Staff Professional II	\$142.00/Hour
Staff Professional III	\$156.00/Hour
Project Professional I	\$170.00/Hour
Project Professional II	\$185.00/Hour
Project Professional III	\$200.00/Hour
Senior Professional I	\$215.00/Hour
Senior Professional II	\$230.00/Hour
Senior Professional III	\$245.00/Hour
Principal Professional I	\$260.00/Hour
Principal Professional II	\$274.00/Hour
Principal Professional III	\$289.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x Hourly Rate

FIELD/LABORATORY STAFF

Technician I	\$95.00/Hour
Technician II	\$108.00/Hour
Technician III (or Minimum Prevailing Wage)	\$122.00/Hour
Technician IV	\$135.00/Hour
Laboratory Manager	\$169.00/Hour
Principal Technician	\$189.00/Hour

CADD/GIS

CADD/GIS/Database Manager I	\$108.00/Hour
CADD/GIS/Database Manager II	\$128.00/Hour
CADD Designer	\$142.00/Hour
GIS Specialist	\$142.00/Hour

SUPPORT STAFF

Administrative Assistant I	\$95.00/Hour
Administrative Assistant II	\$108.00/Hour
Technical Editor	\$101.00/Hour
Senior Technical Editor	\$142.00/Hour

***Overtime Premium for staff working in the field is 33% of PERSONNEL CHARGE**

When Subcontractors are required in performance of the work and have been approved in the Work Order, the Contractor will be compensated for invoiced cost of the services plus a markup not to exceed 10 percent.

EQUIPMENT CHARGES

BAT Permeameter	\$200.00/Day
Compaction Testing Equipment & Supplies.	\$50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	\$250.00/week or \$900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	\$1,200/Month
Portable Laboratory (mobilization / demobilization)	\$1,500.00
ReMi/Refraction Seismograph	\$600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	\$200.00/Day or \$750.00/Month
Slope Inclinator	\$250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance	\$500.00/Day

EXPENSES

Company Vehicle Use for Field Services	\$15.00/Hour or \$80.00/day or \$400.00/week
Rental Vehicle	(State of California Rate)
Soil Sampling Equipment & Drilling Supplies	\$5.00/Hour
Groundwater Sampling Equipment and Supplies	\$15.00/Hour
Per Diem	(State of California Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 7%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 7%

2023 - 2026 CALRECYCLE CONTRACT FEE SCHEDULE

FEE SCHEDULE FOR LABORATORY TESTING

TEST NAME TEST METHOD UNIT RATE

Geotechnical / Physical Properties

Moisture Content, gravimetric	D2216/AASHTO T265	\$26/Test
Moisture Content (volumetric and gravimetric) and Bulk Density	D2216/D7263	\$60/Test
Porosity		\$60/Test
<u>Particle Size Analyses</u>		
Standard Sieves and Hydrometer	D422	\$225/Test
Standard Sieves; noHydrometer	D422	\$180/Test
Particle Size Analysis – Aggregate, no hydrometer	D422/C136/CT202	\$180/Test
Particle Size Analysis with Gravel with hydrometer	D422	\$230/Test
Percent Passing #200 Sieve.....	D1140/C117	\$90/Test
Particle Size Analysis, #4, #40, #200 with wash		\$70/Test
<u>Atterberg Limits</u>		
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI)	D4318	\$170/Test
Wet preparation, add		\$55/Test
USCS Classification (included with sieve and Atterberg Limits)	D2487	\$350/Test
Specific Gravity, Fine (<4.75mm diameter materials)	D854	\$115/Test
Specific Gravity, Coarse (>4.75mm diameter materials).....	C127	\$125/Test
<u>Dispersion Testing</u>		
Double Hydrometer (add second hydrometer)	D4221	\$150/Test
<u>Proctor Compaction Test</u>		
Method A or B (<25% retained on a 3/8" sieve).....	D698/D1557.	\$250/Test
Method C (>25% retained on a 3/8" sieve)	D698/D1557	\$265/Test
Moisture Density Single Point, std/mod (Proctor check point)	D698/D1557	\$125/Point
Percent Organic Matter by Muffle Furnace	D2974	\$105/Test

Permeability / Conductivity Testing

Hydraulic Conductivity, Fixed Wall

up to 8" Diameter Cell	D5856/USBR 5600-89	\$380/Test
up to 12" Diameter Cell	D5856/USBR 5600-89	\$540/Test
Extra Load per Test		\$140/Load

Hydraulic Conductivity, Flexible Wall

Falling Head, Rising Tail, 1" to 4" Diameter Sample	D5084	\$370/Test
Falling Head, Rising Tail, 6" Diameter Sample	D5084	\$665/Test
High Pressure (<1200 psi) per sample, add		\$65/Test
Ksat with other permeant fluid, longterm	D7100	\$5,000/Test
Added machine time per day		\$80/Day
Intrinsic Permeability (Calculation)	Fetter	No Charge

Strength and Consolidation Testing

Consolidation Testing

Consolidation Test – Method A	D2435A	\$460/Test
Consolidation Test –Method B.....	D2435B	\$560/Test
Consolidation Test (singlepoint)	D2435	\$125/Test
Consolidation Test (withoutrate data).....	D2435	\$190/Test
Test rate data per load increment	D2435	\$90/Test-Load
Consolidate Test (multiple points and time rates).....	D2435	\$465/Test

Strength Testing

Unconfined Compressive Strength (UC), 2-3"	D2166	\$110/Test
Unconfined Compressive Strength (UC), 4 or 6"	D2166	\$150/Test

Triaxial Compression

Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test	D2850	\$215/Test
Unconsol.-Undrained Triax. Compression (UU), 4", 1-pt test.....	D2850	\$255/Test
Unconsol.-Undrained Triax. Compression (UU), 6", 1-pt test.....	D2850	\$450/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (3 pt. test)	D4767	\$1,500/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (per point) ...	D4767	\$500/Point
Consolidated Undrained Triax. Compression (CU), 4" (3 pt. test)	D4767	\$1,665/Test
Consolidated Undrained Triax. Compression (CU), 4" (per point).....	D4767	\$555/Point
Consolidated Undrained Triax. Compression (CU), 6" (3 pt. test)	D4767	\$3,015/Test
Consolidated Undrained Triax. Compression (CU), 6" (per point).....	D4767	\$1,055/Point
CU – add per point for progressive (staged) test		\$315/Point
Consolidated Drained Triax. Compression (CD), 2-3" (3 pt. test)	D7181.	\$1,890/Test
Consolidated Drained Triax. Compression (CD), 2-3" (per point).....	D7181	\$630/Point
Consolidated Drained Triax. Compression (CD), 4" (3 pt. test)	D7181	\$2,115/Test
Consolidated Drained Triax. Compression (CD), 4" (per point)	D7181	\$705/Point
Consolidated Drained Triax. Compression (CD), 6" (3 pt. test)	D7181	\$3,300/Test
Consolidated Drained Triax. Compression (CD), 6" (per point)	D7181	\$1,100/Point

High Pressure (>120 psi), add \$80/Point

Direct Shear

Direct Shear, 2.5" (3 pt. test)	D3080	\$615/Test
Direct Shear, 2.5" (per point).....	D3080	\$205/Point
Additional Cycles (perload)	D3080	\$55/Load
Direct Shear, 12" (3 pt. test)	D3080	\$1,155/Test
Direct Shear, 12"(per point).....	D3080	\$385/Point
California Bearing Ratio(per point).....	D1883	\$350/Point
Added machine time when > 2 days of shear		\$80/Day

Aggregate and Rock Testing

Dry Rodded Unit Weight	C29	\$90/Test
Rock Density.....	D7263	\$60/Test
Saturated Hydraulic Conductivity.....	D5084	\$370/Test
Rock Point Load Index, 1-break	D5731	\$55/Test
Rock Point Load Index, multiple breaks	D5731	\$210/Test
Rock Joint Direct Shear, per point	D5607	\$290/Point
Rock Joint Direct Shear, add per load	D5607	\$105/Load
Uniaxial Strength, PeakOnly	D7012	\$145/Test

Geosynthetics Testing

Large Scale Direct Shear

Geosynthetic/Geosynthetic, 3-point test	D5321	\$750/Test
Geosynthetic/Geosynthetic, per point	D5321	\$250/Test
Soil/Geosynthetic, 3-point test.....	D5321	\$1,005/Test
Soil/Geosynthetic, per point.....	D5321	\$335/Test
Geosynthetic Clay Liner (GCL), 3-point test	D6243	\$1,065/Test
Geosynthetic Clay Liner (GCL), per point	D6243	\$355/Test
Soil/GCL, 3-point test	D6243	\$1,005/Test
Soil/GCL, perpoint	D6243	\$335/Test
Sandwich (multiple layers), 3-point test		\$1,410/Test
Sandwich (multiple layers), per point		\$470/Point

Large Scale Puncture

Large Scale Puncture, modified	D5514	\$465/Test
Puncture Test High Pressure (>120 psi), per point		\$95/Point
<u>Slurry Wall Soil/Bentonite Saturated Hydraulic Conductivity, Falling Head, Rising Tail</u>		
1-100 samples.....	D5084...	\$325/Test
101-200 samples.....	D5084...	\$315/Test
201-300 samples.....	D5084...	\$305/Test
301-400 samples.....	D5084...	\$294/Test
Greater than 400 samples	D5084...	\$290/Test
Soil/Cement/Bentonite, Unconfined Compressive (UC) Strength	D4832...	\$28/Test
Soil / Bentonite Mix Evaluation		\$325/Test
Soil / Cement / Bentonite Mix Evaluation...		\$430/Test Pocket
Penetrometer...		\$20/Test

Soil Chemistry

pH of Soil...	\$25/Test
---------------	-----------

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 50 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY**: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES**: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. **CONTRACT MANAGEMENT**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. The Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side-by-side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS**: CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen (15)

days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (Public Contract Code, § 10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code § 6250, or the Public Contract Code (PCC). CalRecycle agrees not to disclose such information or data furnished by the Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to PCC § 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§ 10335 through 10381.
9. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with a CalRecycle editor.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number {INSERT} Total Contract Amount {INSERT}, pursuant to Government Code § 7550."
10. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
11. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Gov. Code, § 65040.12(e).)
12. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S.

government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle's premises or equipment is destroyed by fire or other catastrophe or is so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed, nor can work begin, unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect for the duration of the Agreement and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not

less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. INTELLECTUAL PROPERTY: CalRecycle shall exclusively own all intellectual property rights in and to all work product, including, but not limited to, writings, ideas, inventions (whether patentable or not), discoveries, research, proposals, and all other results and work product of any nature whatsoever, that is created, authored, produced, conceived, or reduced to practice in the course of the performance of this Agreement. Such intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions thereof, shall include, but are not necessarily limited to copyrights; trademarks, service marks, trade dress, trade names, logos, and domain names, together with all of the goodwill associated therewith; and patents. The Contractor agrees, and shall cause all of its relevant personnel, including all employees, agents, subcontractors, and other personnel participating in any way in the creation or achievement of such work product, to agree, that any such work product that may qualify as "work made for hire" pursuant to 17 U.S.C. § 101 is hereby deemed a "work made for hire" for CalRecycle. To the extent that any of the work product does not constitute a "work made for hire" for CalRecycle, Contractor hereby irrevocably assigns to CalRecycle, and shall cause such personnel to irrevocably assign to CalRecycle, in each case without additional consideration, all rights, title, and interest throughout the world in and to the work product, including all intellectual property rights therein. Upon request of CalRecycle, the Contractor shall promptly take, and shall cause its relevant personnel to promptly take, such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist CalRecycle to prosecute, register, perfect, or record its rights in or to any such work product.
18. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
19. LICENSES OR PERMITS: The Contractor shall be an individual or firm licensed to do business in and with the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
20. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which

CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state

21. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 – General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.
22. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
23. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor shall acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
24. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/rcpm. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

25. REMEDIES: The Contractor shall perform all work pursuant to the Agreement in a safe, satisfactory, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In

the event of the Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

26. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
27. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
28. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor shall be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any Subcontractor as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
30. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of the Contractor on CalRecycle's Unreliable List at any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle's Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.
32. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable

and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

33. WORK AUTHORIZATION: If this Agreement is for services as needed or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives, or goals to be undertaken by the Contractor, identification of the Contractor/Subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
 - (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the timelines for completion of duties to be performed at the time of assignment.
 - (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
 - (d) Each work authorization will be numbered sequentially.
 - (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2. Augment the work authorization budget; or
 - 3. Authorize the Contractor to complete the work for the actual costs; or
 - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

STATE OF CALIFORNIA

Department of Resources Recycling and
Recovery (CalRecycle)

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form is to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____

Address _____ Phone _____

Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name

Signature

Company

Date

(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight